



CITY COUNCIL REGULAR MEETING
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
February 20, 2024
7:00 PM

AGENDA

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

ORDER OF
BUSINESS

1. Call to Order – Roll Call
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of February 6, 2024 Regular Meeting Minutes Page 3
5. Proclamation: Black History Month Page 36
6. 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.
7. Consent Agenda
 - a. Budget Amendment Page 37

b.	Purchases/Payments for City Council Approval	Page 50
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8. Public Reading of Ordinances

a.	Second Reading, Ordinance No. 2024-2283: Amendments to Firefighters' Pension Ordinance	Page 52
b.	Second Reading, Ordinance No. 2024-2284: Amendments to Police Pension Ordinance	Page 58
c.	Second Reading, Ordinance No. 2024-2285: Modification of the Solid Waste Collection System	Page 76

9. Business Items

a.	2024 Fitzgeralds's St. Patrick's Day Event Railroad Square Alcoholic Beverage Application	Page 123
b.	Request to Purchase Universal Forensic Extraction Device (UFED) from Cellebrite Inc.	Page 132
c.	2023 RAC Activity Pool Resurfacing Project Close Out	Page 142
d.	Frances Ave. Park Boardwalk Project – Engineering Services Task Order No. 24-001	Page 149
e.	Rejection of Bids for ITB24-005 WWTP Oxidation Ditch #3	Page 157

10. Communications

11. Adjournment

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



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Judy Meyers, CMC, City Clerk
DATE: 2/20/2024
RE: Approval of February 6, 2024 Regular Meeting Minutes

REQUEST:

The request is for City Council to approve the minutes from the February 6, 2024 regular meeting.

DISCUSSION:

City Council met for their regularly scheduled meeting on February 6, 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 February 6, 2024 regular meeting as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
February 6, 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

February 6, 2024
7:00 PM

ORDER OF
BUSINESS

1. Call to Order – Roll Call

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

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

2 Pledge of Allegiance

3 Moment of Silence

4 Approval of January 10, 2024 Special Meeting Minutes

Motion was made to approve the minutes as presented.

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

5 Approval of January 16, 2024 Work Session and Regular Meeting Minutes

Motion was made to approve the minutes as presented.

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

6 Proclamation: West Pasco Quilters Guild

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

Mayor Davis opened the floor for public comment. The following people came forward to speak regarding the solid waste collection system:

- Nathan Pollock, 6153 Massachusetts Ave., NPR.
- Bob Schmidt, 7008 Grand Blvd., NPR.
- Ron McCabe, 5501 Bellview Ave., NPR.
- Darla Schwendeman, 2940 Meadowood Drive, NPR.
- Dave Schwendeman, 2940 Meadowood Drive, NPR.

The following people also spoke on other matters:

- Haley Shalmo, 9843 Royal Palm Ave., NPR invited the Council to the March on Main event.
- Beva Stevenson Karay, 5719 Lafayette St., NPR spoke regarding contacting Council and the City Manager regarding the SOS 1922 GHS.
- Marlowe Jones, 6141 Pine Hill Rd., PR spoke regarding the employee survey in 2021 and Mayor Davis at the last meeting.
- Bertell Butler, IV, 5335 Bellview Ave., NPR spoke regarding community involvement for the Schwettman project.
- Ronald Howarth, 6969 Edgewater Dr., NPR thanked Council for voting not to demolish the property on Candice Lane, Federal Court and his other demolished properties.

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

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

8 Consent Agenda

Motion was made to accept the Consent Agenda.

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

- a Purchases/Payments for City Council Approval
- b Consideration of Year-End Amendment to the FY2022-2023 Adopted Budget
- c Parks and Recreation Advisory Board Minutes - December 2023

9 Public Reading of Ordinances

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

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 first reading of an ordinance amending the City of New Port Richey Firefighters' Retirement System in regard to Section 17-36, Definitions, Section 17-39, Finances and Fund Management, Section 17-42, Pre-Retirement Death, and Section 17-50, Minimum Distribution of Benefits. The proposed changes are as follows:

1. Section 17-36, Definitions, is being amended to add language to the definition of Salary to clarify the determination period for maximum annual compensation for Members who leave the employment of the city and have completed less than 12 months of service within a fiscal year. The change is supported by the Internal Revenue Code and its associated Treasury Regulations.

2. Section 17-39, Finances and Fund Management is being amended to provide language relating to Board discretion seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.

3. Section 17-42, Pre-Retirement Death, and Section 17-50-1, Minimum Distribution of Benefits are being amended to reflect recent changes to the Internal Revenue Code (IRC) in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC as amended from time to time.

Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its first reading.

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

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

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 first reading of an ordinance related to the City of New Port Richey Police Officer's Retirement System specifically pertaining to Section 17-51, Definitions, Section 17-54, Finances and Fund Management, Section 17-57, Pre-Retirement Death and Section 17-65.1, Minimum Distribution of Benefits, Section 17-58, Disability and Section 17-65.2, Miscellaneous Provisions. The proposed changes are as follows:

1. Section 17-51, Definitions, is being amended to comply with the Internal Revenue Code and its associated Treasury Regulations. Specifically the definition of salary is being amended to add language to clarify the determination period for maximum annual compensation for members who leave the city who have completed 12 months of service during a fiscal year.
2. Section 17-54, Finances and Fund Management, the proposed language change provides discretion to the Board related to the recovery of inadvertent overpayments from the Fund as permitted by the Secure Act 2.0.
3. Section 12-57, Pre-Retirement Death, and Section 17-65.1, Minimum Distribution of Benefits, are being amended to comply with recent changes to the Internal Revenue Code (IRC) in the Secure act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
4. Section 17-58, Disability, is being amended to provide for the Statutory minimum for police officer benefits under the workers compensation offset. The second paragraph of the section has been removed as it is not applicable to the plan.
5. Section 17-65.2, Miscellaneous Provisions, is being amended to provide for in-service distributions from the plan, if permitted under applicable law and in accordance with applicable Rules of the Internal Revenue Code.

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

- Laurie Baker, 5853 Lafayette St., NPR came forward to ask about financial impact. City Manager Manns stated that the proposed ordinances do not have a cost associated with the item.

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

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

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

City Attorney Driscoll read the proposed ordinance by title only. Public Works Director Robert

Rivera introduced the item to Council. He stated the purpose of this agenda item was to conduct a first reading of an ordinance to amend the City's Solid Waste Collection System. The proposed ordinance 2024-2285 includes updated edits to satisfy definitions, "level of service" methodologies for customer classifications, collection frequencies, cost of services, customer billing frequencies, administration adjustments not identified in the attached ordinance, and service interruption. Mr. Rivera stated that a correction to the memorandum regarding the February 2021 date and should have been December 2020.

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

- Marlowe Jones, 6141 Pine Hill Rd., PR spoke in opposition of the ordinance.
- Darla Schwendeman, 2940 Meadowood Dr., NPR asked about a lawsuit.
- Dave Schwendeman, 2940 Meadowood Dr., NPR spoke regarding government for the people.
- Nathan Pollock, 6153 Massachusetts Ave., NPR spoke regarding his meeting with Mr. Rivera regarding prices and annexing out of the city.
- Laurie Baker, 5853 Lafayette St., NPR asked about the fiscal impact of this item.
- Bob Schmidt, 7008 Grand Blvd., NPR spoke regarding a dual trash hauler system.

With no one else coming forward Mayor Davis returned the floor to Council. Councilman Altman stated he did have a meeting with the City Manager and City Attorney about a potential challenge. He stated the City has always made money on the solid waste disposal licenses. He stated newer subdivisions have one hauler. Councilman Altman stated it was his recollection that this began by looking at more than one hauler however the second hauler did not agree to the fee schedule. He stated if other haulers are challenging it we need to discuss the legal issues. Councilman Altman then spoke regarding the rates for pickup. Councilman Peters stated that a single hauler has multiple benefits. He stated noise and hydraulic fluid leaks are an issue. He stated there were some haulers who chose not to bid. Councilman Peters stated one of the requirements in the bid was a local presence for accountability. He stated there is a cost to send out the bills and collect payment. He stated that a single hauler will be most cost efficient for our residents. Councilwoman Mothershead stated that no matter what we decide to do not everyone will be happy. She stated that she still has some concern over costs for residents who do not currently have trash service. Deputy Mayor Murphy stated that a single hauler is the way to go based on cost. He stated he did not understand while rates would be higher. He stated he has some questions he would like to have answered before second reading. Mayor Davis stated that we had numerous work sessions on this over the last few years. He stated he doesn't see the difference between two trash cans being put out at a business versus a residential. Councilman Peters asked if any changes in fees moving forward would that be through an ordinance change and City Attorney Driscoll stated that it could be done by resolution or ordinance. Mayor Davis stated he would like to have the two week commercial be the same as residential and City Attorney Driscoll stated this is based on the contract by the hauler and the City would be subsidizing the businesses. Councilman Altman stated if the citizens of the city will be impacted by a legal challenge it is up to us to discuss it as a collective body. He then read the State Statute. Motion was made to approve the ordinance upon its first reading.

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

10 Business Items

a Board Re-Appointment: Marilynn deChant, Land Development Review Board

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the re-appointment of Marilynn deChant as first alternate to the Land Development Review Board. If approved, Mrs. deChant's term will be for three years and will be up for renewal on February 6, 2027. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

b 2024 Chasco Fiesta Alcohol Beverage Special Event Application and Car Show Wet Zone Request

City Manager Manns introduced Parks and Recreation Director Andre Julien who then presented the item to Council. He stated that the purpose of this agenda item was to approve the ABSEP for beer and wine to be sold in Sims Park for the Chasco Fiesta during the festival dates in March 2024 and to allow for an extended "wet zone" for the Chasco Car Show to be held on Sunday, March 17, 2024. Chasco Fiesta intends to sell beer and wine in Sims Park on the following days and times:

- Friday, March 15th 5pm to 11pm
- Saturday, March 16th 1pm to 11pm
- Sunday, March 17th 1pm to 9pm
- Monday, March 18th 5pm to 11pm
- Tuesday, March 19th 5pm to 11pm
- Wednesday, March 20th 5pm to 11pm
- Thursday, March 21st 5pm to 11pm
- Friday, March 22nd 5pm to 11pm
- Saturday, March 23rd 1pm to 11pm

The Chasco Car Show does not plan to sell alcoholic beverages and only requests to create a "wet-zone" so that attendees can purchase and consume beer or wine from local businesses while attending the Chasco Car Show. The consumption of beer and wine will occur between the hours of 11am and 4pm on March 17, 2024. 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 Mike Peters and seconded by Kelly Mothershead. The Motion Passed. 5-0. Ayes: Altman, Davis, Mothershead, Murphy, Peters

c Recommendation of Firm for RFP24-009 Purchase of 3D Crime Scene Mapper

City Manager Manns introduced Police Chief Robert Kochen who then presented the item to Council. He stated that the purpose of this agenda item was to approve the purchase of a 3D Crime Scene Mapper from FARO Technologies, Inc in the amount of \$61,793.79 and corresponding budget amendment that allocates the United States Department of Justice grant funding dollars to the F.Y. 23/24 police budget for the purchase of the 3D Crime Scene mapper. FARO Technologies met all of the qualifications that were listed in the RFP.

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

- Bertell Butler, IV, 5335 Bellview Ave., NPR stated he is thrilled to see all of the new innovative technologies with the police department.

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

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

d ITB24-006 WWTP Sand Filter Expansion Joint Restoration Bid Award

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to approve the low bid in the amount not to exceed \$48,000 and award the project to Razorback LLC for the sand filter expansion joint restoration. Pasco County is responsible for 49.3% of the cost. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

Altman, Davis, Mothershead, Murphy, Peters

e ITB24-007 WWTP Biosolids Hauling and Disposal Services Bid Award

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to approve the bid and contract for WWTP biosolids hauling and disposal services to Synagro South LLC., in the amount not to exceed \$86.50 per wet ton. This contract has an initial term of one year from the date of execution and automatically will be renewed for an additional two one-year terms unless either party gives written notice of cancellation. Pasco County is responsible for 49.3% of the cost. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

f ITB24-008 RAC Locker and Restroom Improvements Project Bid Award

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to approve the low bid in the amount not to exceed \$393,795.59 and award the project to Qualis General Contractors for the RAC Locker and Restroom Improvements Project. This project includes restrooms, floor and wall tile removal and replacements, shower and toilet partition upgrades, the installation of bathing suit dryers, electrical, and LED lighting conversions. Plumbing upgrades that will include water conservation elements with the replacement of existing restroom fixtures and hardware.

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

- Bertell Butler, IV, 5335 Bellview Ave., NPR came forward and spoke regarding when he worked at the RAC and the bid at the time that was rejected for this project and was happy to see this bid was much lower. He also spoke about installing a diaper holder.

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

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

g WWTP Clarifier No. 2 Gearbox Purchase

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to approve emergency purchase installation of an EIMCO Water Technologies Gearbox Model C30HT drive unit from OVIVO USA, LLC. in the amount not to exceed \$121,600.00 for the WWTP Clarifier No. 2. He stated the current unit is 35 years old. Pasco County is responsible for 49.3% of the cost. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

h 2023 Meadows Park Improvements Project – Change Order No. 1

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to approve a change order submitted by SC Signature Construction Corporation in the amount not to exceed \$82,950.00 to the Meadows Park Improvements Project to be used towards the replacement of the shell driveway for the James E. Grey Preserve. The existing entrance roadway that connects to Plathe Road was constructed in 2007 and is graded and leveled annually by City maintenance staff. At its current condition, the need to reconstruct

the shell road is necessary. In an effort to expedite the project and reduce cost by eliminating design and bidding cost, a change order to the 2024 Meadows Park Improvements Project has been submitted.

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

- Marlowe Jones, 6141 Pine Hill Rd., PR asked about the shells. Mr. Rivera stated there are only certain materials that can be used.
- Bertell Butler, IV, 5335 Bellview Ave., NPR spoke regarding democracy.

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

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

i Resolution No. 2024-02: Authorizing the City Manager to Prepare the Required Business Impact Estimate for Ordinances

City Attorney Driscoll read the proposed resolution by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to adopt a resolution which authorizes the City Manager to prepare a business impact estimate for all ordinances where required under Section 166.041(4), Florida Statutes, prior to enactment. During the 2023 Florida Legislative Session, Senate Bill 170 was passed which enacted a provision in Chapter 166, Florida Statutes, that the governing bodies of all municipalities must prepare a business impact estimate for all ordinances prior to enactment except where exempted under State Statute. This new law became effective as of October 1, 2023. The business impact estimate shall include the following:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.
2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:
 - a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;
 - b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
 - c. An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.
4. Any additional information the governing body determines may be useful.

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

- Marlowe Jones, 6141 Pine Hill Rd., PR spoke about delegating.
- Nathan Pollock, 6153 Massachusetts Ave., NPR asked if this will impact the trash ordinance.

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

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

11 Communications

Communications were deferred until the CRA meeting.

12 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:57 p.m.

(signed) _____

Judy Meyers, CMC, City Clerk

Approved: _____ (date)

Initialed: _____

January 17, 2024

Karen Lauer
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

Re: City of New Port Richey
Firefighters' Retirement System

Dear Karen:

In response to Scott Christiansen's letter dated January 3, 2024, we have reviewed the revised proposed Ordinance (identified on page 4 as dm\npr\fire\12-05-23.ord) to including but not limited to, the following proposed changes:

1. Section 17-36, Definitions, is being amended to amend the salary definition to clarify the determination period for maximum annual compensation for members with less than 12 months of service during a fiscal year, as provided for in the Internal Revenue Code and its associated Treasury Regulations.
2. Section 17-39, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by Secure Act 2.0.
3. Section 17-42, Pre-Retirement Death, and Section 17-50-1, Minimum Distribution Benefits are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0., changing the required contribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.

Because the changes do not result in a financial impact on the funding requirements, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Division of Retirement
Bureau of Local Retirement Systems
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Sara Carlson, ASA, EA, MAAA

cc via email: Scott R. Christiansen, Board Attorney

ORDINANCE NO. 2024-2285

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

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

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

WHEREAS, the City Council has determined that the fees contained herein are fairly apportioned for the services provided for the benefit of all properties within the city; and

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

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

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

Chapter 10 SOLID WASTE ~~GARBAGE AND REFUSE~~

ARTICLE I. IN GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Secs. 10-5. Penalty.

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

Sec. 10-6. Administration.

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

Secs. 10-7 5—10-20. Reserved.

ARTICLE II. SOLID WASTE COLLECTION

DIVISION 1. - GENERALLY

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

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

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

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

Sec. 10-23. Collection from alleys.

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

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

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

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

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

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

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

Sec. 10-25. Collection hours, days.

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

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

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

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

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

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

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

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

(b) *Billing.* Each property owner in the city shall be billed by the city on a periodic basis for solid waste collection services on the billing cycle set by the city. All charges billed shall be due and owing within fifteen (15) days of the date billed. Residential curbside collection services shall be billed in advance and all other accounts shall be billed in arrears. Credit card payments may be accepted, subject to imposition of any processing fees incurred by the city as set forth in the city's fee schedule. Any unpaid charges shall be subject to the filing of a lien against the property for which said charges were billed if the same are overdue for at least thirty (30) days. Annually, the city council may approve a non-ad valorem assessment against any property having unpaid solid waste collection service charges as set forth herein. The assessment roll shall be approved by the city council and provided to the Pasco County Property Appraiser and Pasco County Tax Collector within the time provided by law for the placement of said unpaid charges on the tax bill for the subject property. All unpaid and overdue charges shall be subject to interest at the rate of ten percent (10%) per annum. By further action of the city council, all solid waste collection, or any portion thereof, may be assessed as a non-ad valorem assessment for each property, in lieu of the billing method set forth herein.

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

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

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

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

DIVISION 2. – SOLID WASTE COLLECTION FRANCHISE, SPECIAL PERMITS

Sec. 10-41. Required.

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

Sec. 10-42. Qualification.

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

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

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

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

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

Sec. 10-43. Application.

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

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

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

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

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

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

Notice of Public Hearing

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

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

City Clerk

Sec. 10-45. Criteria for issuance.

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

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

Sec. 10-46. Non-transferability.

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

Sec. 10-47. Revocation or suspension.

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

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

Sec. 10-48. Renewal.

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

Sec. 10-49. Franchise agreement.

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

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

Secs. 10-50—10-57. Reserved.

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

Sec. 10-58. Definitions.

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

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

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

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

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

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

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

Sec. 10-59. Storage generally.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE 1
DIMENSIONS OF REFUSE CONTAINERS

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

TABLE 2
EQUIVALENCY TABLE

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

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

Sec. 10-62. Temporary dumpsters.

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

Sec. 10-63. Compliance.

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

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

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

Sec. 10-65. Reserved.

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

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

SECTION 4. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

SECTION 5. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

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

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

ATTEST:

By: _____
Judy Meyers, City Clerk

By: _____
Alfred C. Davis, Mayor-Council Member

(Seal)

APPROVED AS TO FORM AND LEGALITY FOR
THE SOLE USE AND RELIANCE OF THE CITY
OF NEW PORT RICHEY, FLORIDA:

Timothy P. Driscoll, City Attorney CA Approved 2-6-24

EXHIBIT A

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



Office of the Mayor
City Of New Port Richey
Proclamation

WHEREAS, the City of New Port Richey takes pride in recognizing February 2024 as Black History Month, celebrating the many notable contributions that people of African descent have made to our community, state, and country; and

WHEREAS, Black History Month provides an opportunity to reflect intentionally on the common humanity underlying all people to raise awareness and foster respect for the heritage and contributions of the entire diaspora of people of African descent, and to celebrate the ethnic and racial diversity that enriches and strengthens our city, state, and nation; and

WHEREAS, it is crucial to recognize and commemorate the resilience, leadership, and cultural richness of the African American community, as well as to promote understanding and appreciation of the diverse narratives within Black history; and

WHEREAS, we celebrate this year's Black History Month theme of African Americans and the Arts, shining a light on visual and performing arts, literature, fashion, folklore, language, film, music, architecture, culinary and other forms of cultural expression in which the African American influence has been paramount; and

WHEREAS, we celebrate African Americans and the Arts, and encourage all people to join together to take pride in how African American artists have used art to preserve history and community as well as for empowerment;

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

Black History Month

And call upon the people of the City of New Port Richey to celebrate the contributions and achievements of African Americans past and present, and continue efforts to create a world that is more just, equitable, and prosperous for all.



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

ATTEST: _____

DATE: _____



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Crystal M. Dunn, Finance Director
DATE: 2/20/2024
RE: Budget Amendment

REQUEST:

The City Council is asked to review and approve the following amendment to the FY24 Adopted Budget, which would allow for the transfer of \$24,500 to purchase audio/video equipment for the Council Chamber from AVI-SPL in the amount of \$24,497.32.

DISCUSSION:

The City's Purchasing Policy states that an unbudgeted capital outlay expense must be approved by City Council.

RECOMMENDATION:

It is recommended that City Council approve the attached amendment to the FY24 Adopted Budget.

BUDGET/FISCAL IMPACT:

The amendment allows for the acceptance of the transfer which results in a decrease of \$24,500 General Funds Operating Budget and an increase to Capital Improvements.

ATTACHMENTS:

Description	Type
▢ Budget Amendment & Support	Backup Material



BUDGET AMENDMENT REQUEST

Date 2/20/2024

NO. _____

INCREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001024 46431	General	Special Purpose Equipment	30,000	24,500	54,500
					-
					-
					-
					-
					-
					-
					-

DECREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001024 44621	General	Maintenance - Equipment	94,000	24,500	69,500

Explanation: AV equipment upgrade for the Council Chambers.

Requested By: Robert Greene
Department Head

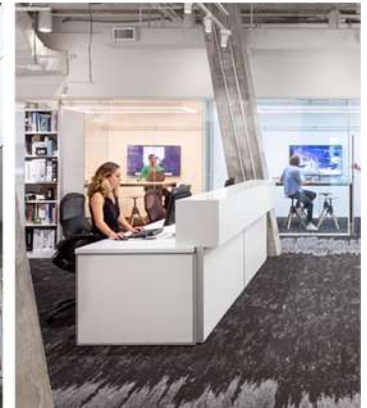
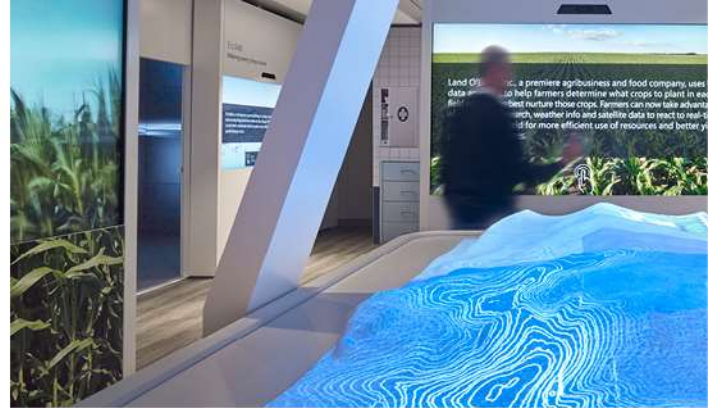
Approved By:
Finance Director Crystal Dunn
City Manager _____

Council Action Required ☒ Yes ☐ No (If Yes, Date Approved _____)

Date Posted _____ Current Month _____ Posted By: _____

Proposal Prepared For

City of New Port Richey Council Chamber Audio Upgrades



6301 Benjamin Road
Suite 101
Tampa, FL 33634
(813) 884-7168
Fax: (813) 882-9508
www.avispl.com

Prepared by: Rebecca Criswell
Rebecca.Criswell@avispl.com
Proposal no: 444101-5

Scope of Work

City of New Port Richey Council Chamber – audio upgrades

Project Overview

AVI-SPL is offering a solutions package designed to maximize the City of New Port Richey's investment in audio technology; specifically, upgrading wireless microphones. To achieve this goal, AVI-SPL is utilizing best practices audio solutions wherever possible. In some situations, AVI-SPL has substituted individual components, or augmented audio standards with other products, to enhance operating performance, or to meet specific customer requirements.

The following design contain owner furnished equipment (OFE) at the request of the client. All OFE equipment is considered to be in full working order, meeting or exceeding the original manufacturer's specifications and currently supported by the manufacturers. This includes software, firmware and or operating systems required to interface with the supplied AVI-SPL system design. All OFE devices are to be tested by AVI-SPL upon commencement of installation. Any and all defects, functional issues or equipment failures will be reported to client. Upon discovery of defects, it is the responsibility of the client that the OFE devices be repaired or replaced at additional cost to the client, not included in this scope of work. In the instance that additional equipment is need or repairs are required, the installation may be delayed or stopped until the defective owner furnished equipment is deemed suitable for installation. All owner furnished equipment is not covered under the provided warranty, unless noted and recorded in a separate service agreement.

Council Chamber

Design Narrative

The system will consist of wireless desktop gooseneck microphones and audio DSP to be installed and integrated with other owner furnished equipment.

Scope of Work – Hardware Integration

Hardware installation and general functionality/specifications. Equipment to be provided and installed by AVI-SPL unless otherwise specified.

Audio

- The following microphones will provide speech audio to conference calls. Used for local voice reinforcement within the room
 - Qty (12) handheld wireless microphones
 - The receivers will be installed in the rack and the antennas will be in the ceiling of the Council chamber

*** Please see the "Room Environmental Considerations" section for required room properties and best practices ***

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC is the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

Project Considerations

Client Responsibilities (unless otherwise specified)

- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- Proper heat dissipation venting for the equipment in this system utilizing powered venting utilizing thermostatically controlled quiet fans in enclosed spaces where convection cooling is not possible.
- Any network connections to the client network
- Configuration of any network connection to the client network

AVI-SPL Responsibilities (unless otherwise specified)

- Provide and install all low voltage cabling to support the Audio equipment specified in this proposal, excluding any network connections to the client network.
- Labor to install Audio equipment specified with work being performed on consecutive days during normal business hours.
- Labor to rewire cables in the equipment rack and test all re-used OFE equipment.

Room Environmental Considerations

To maximize the user experience in a conferencing room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems, and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T_{60}) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall, or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T_{60} levels. If the room requires acoustic treatment, AVI-SPL can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.
- Evenly distributed lighting is important for videoconferencing applications. The lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

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Room Summary - Council Chamber Audio (SLXD)

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		HARDWARE			
SHURE	SHUSLXD24DSM58J52	MICROPHONE, DUAL WIRELESS VOCAL SYSTEM W/SM58 MIC TIPS Coop Contract # 230901 List \$1,739 Discount: 15%	6	\$1,228.67	\$7,372.02
SHURE	SHUUA874US	ACTIVE DIRECTIONAL ANTENNA W/GAIN SWITCH 470-698 MHz TIPS Coop Contract # 230901 List \$566 Discount: 15%	2	\$384.07	\$768.14
SHURE	SHUUA844SWBLC	ANTENNA DISTRIBUTION SYSTEM FOR BLX4R (470-952MHZ) TIPS Coop Contract # 230901 List \$748 Discount: 15%	2	\$473.73	\$947.46
SHURE	SHUUA8100	CABLE, 100' UHF ANTENNA TIPS Coop Contract # 230901 List \$386 Discount: 15%	2	\$229.19	\$458.38
SHURE	SHUSB903	BATTERY, LITHIUM ION RECHARGEABLE TIPS Coop Contract # 230901 List \$56 Discount: 15%	12	\$39.00	\$468.00
SHURE	SHUSBC203US	CHARGER, DUAL DOCKING FOR SLD1/2, SB903 TIPS Coop Contract # 230901 List \$159 Discount: 15%	6	\$107.00	\$642.00
SHURE	SHUA13HDB	FLANGE, MOUNTING HEAVY DUTY BLACK TIPS Coop Contract # 230901 List \$14 Discount: 15%	4	\$10.00	\$40.00
ATLAS/SOUNDO LIER	ATLAD19B	FLANGE, ACC TBE 45 DEG CHR TIPS Coop Contract # 230901 List \$34.99 Discount: 10%	4	\$20.00	\$80.00
		LABOR			
		TIPS RATES Contract #200901 Design Engineer: \$125 per hour Commissioning: \$100 per hour Sr. Project Manager: \$118.06 per hour	0	\$0.00	\$0.00

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		Project Coordinator: \$80.56 per hour Programmer: \$125 per hour CAD: \$72.22 per hour Installation Technician Level III: \$95 per hour (Labor Total in Professional Services area)			
Subtotal					\$10,776.00

Room Support and Maintenance

Warranty; 3-months \$0.00

Equipment Total	\$10,776.00
Installation Materials	\$899.15
Professional Services	\$11,992.84
Direct Costs	\$0.00
General & Administrative	\$829.33
Subtotal	\$24,497.32

For informational purposes only – all Purchase Orders must match Investment Summary details.

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Investment Summary

Prepared For:	Robert Greene	Prepared By:	Rebecca Criswell
	City of New Port Richey	Date Prepared:	02/02/2024
	5919 Main St	Proposal #:	444101-5
	New Port Richey, FL 34652-2785	Valid Until:	03/04/2024

Total Equipment Cost \$11,675.15

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services \$11,992.84

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs \$0.00

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative \$829.33

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Subtotal **\$24,497.32**

Tax **Exempt (*)**

Total **\$24,497.32**

*** Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.**

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

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Terms and Conditions

This Proposal together with AVI-SPL’s General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the “Agreement”) constitutes the entire agreement between AVI-SPL LLC (“Seller”, “AVI-SPL”, “we”, “us”, “our”) and the buyer/customer identified in the Proposal (“Buyer”, “Customer”, “Client”, “you”, “your”) with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller’s confirmation in writing of Buyer’s order and Seller’s performance under the applicable Proposal. Any terms and conditions contained in Buyer’s purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer’s receipt of invoice. For purposes of this Agreement, “Stand-alone Services” means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

Buyer Acceptance

Buyer Legal Entity

Buyer Authorized Signature

Buyer Authorized Signatory Title

Buyer Authorized Signatory Name

Date

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Global Support and Maintenance

AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

Elite Support

Our Elite services give you an extra level of onsite responsiveness and support with:

- **Unlimited onsite support M-F, 8am-5pm***
- **Unlimited remote help desk support – available globally 24x7x365**
- Facilitation of manufacturer repair or replacement programs – **let us navigate your warranty terms**
- **Software and firmware updates** managed remotely for covered assets



Global Support Operations Centers

- AVI-SPL's Global Support Operations Centers (GSOs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

Repair/Replacement Facilitation – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

Software Updates and Upgrades – access to the help desk for software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on an as needed basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a programmer is required, additional charges may apply at the applicable rate for those services.

Unlimited Onsite Support – available Monday through Friday, 8 a.m. - 5 p.m.*, excluding holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

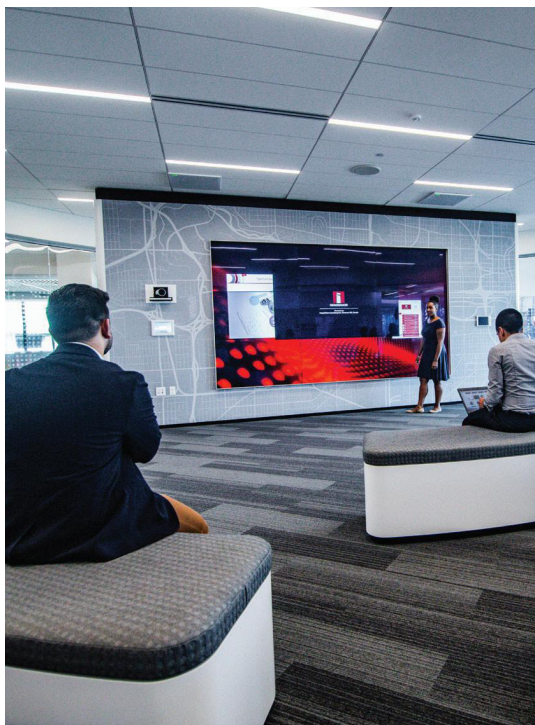
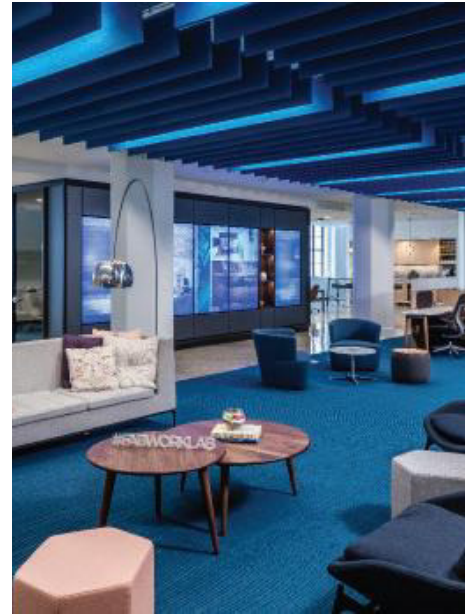
*Local standard time excluding AVI-SPL holidays.

Integration Inclusions and Exclusions

Inclusions

The following items are **included** in this proposal unless **specifically noted otherwise** within this proposal document or scope of work statement:

- All equipment, wire, and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming, and testing.
- Documentation package including complete as-built AV system diagrams, and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.



Any additional trips, labor, or materials due to failure of the other workforces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are **excluded** from this proposal **unless specifically identified otherwise** within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to, 110VAC, conduit, core drilling, raceway, and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching, and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal, or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement, and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching, or finishing, of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing. or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable, and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.



Addendum to General Terms and Conditions – Equipment Ordering

Due to global supply chain constraints, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a **site readiness for installation date**, (subject to timely delivery of equipment) on or about _____, 20__.

AVI-SPL LLC Initials

Should Buyer elect to purchase equipment immediately upon placement of order or greater than 120 days prior to the above readiness date, to mitigate delays, Buyer agrees to receive the equipment at their designated location and Seller will immediately bill Buyer upon placement of such order. Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. Warranty on such equipment shall commence upon delivery of the equipment to Buyer's designated location, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of this Addendum.

Buyer Initials

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

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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: 2/20/2024
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	\$253,944.50
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Core & Main Water Meters	\$30,840.00
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RECURRING EXPENDITURES OVER \$25,000

Tampa Bay Water City of NPR January 2024 Usage	\$120,254.18
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TD Bank Interest	\$80,657.70
---------------------	-------------

Enterprise FM Trust Lease of City Vehicles	\$66,022.55
---	-------------



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

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

DATE: 2/20/2024

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

REQUEST:

The request is for the City Council to conduct a second and final reading of an ordinance amending the City of New Port Richey Firefighters' Retirement System in regard to Section 17-36, Definitions, Section 17-39, Finances and Fund Management, Section 17-42, Pre-Retirement Death, and Section 17-50-, Minimum Distribution of Benefits.

DISCUSSION:

Earlier this month I received a communication from Mr. Scott Christiansen of Christiansen and Dehner, P.A. who serves as legal counsel to the Firefighters' Retirement System Board of Trustees. The purpose of the communication was to transmit a recommendation from the Board of Trustees relating to certain changes and revisions to the pension ordinance for your consideration. The proposed changes are as follows:

1. Section 17-36, Definitions, is being amended to add language to the definition of Salary to clarify the determination period for maximum annual compensation for Members who leave the employment of the city and have completed less than 12 months of service within a fiscal year. The change is supported by the Internal Revenue Code and its associated Treasury Regulations.
2. Section 17-39, Finances and Fund Management is being amended to provide language relating to Board discretion seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.
3. Section 17-42, Pre-Retirement Death, and Section 17-50-1, Minimum Distribution of Benefits are being amended to reflect recent changes to the Internal Revenue Code (IRC) in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC as amended from time to time.

RECOMMENDATION:

The recommendation is to approve the ordinance on second and final reading.

BUDGET/FISCAL IMPACT:

The proposed changes in the ordinance do not result in a financial impact on the funding requirements associated with the support of the Retirement System.

ATTACHMENTS:

Description	Type
❑ Ordinance No. 2024-2283: Amendments to Firefighters' Pension Ordinance	Ordinance
❑ Actuarial Letter, Foster & Foster	Backup Material

ORDINANCE NO. 2024-2283

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF ARTICLE III OF CHAPTER 17 OF THE CODE OF ORDINANCES OF THE CITY OF NEW PORT RICHEY, PERTAINING TO THE FIREFIGHTERS' RETIREMENT SYSTEM, PROVIDING FOR AMENDMENT OF SECTION 17-36, DEFINITIONS; PROVIDING FOR AMENDMENT OF SECTION 17-39, FINANCES AND FUND MANAGEMENT; PROVIDING FOR AMENDMENT OF SECTION 17-42, PRE-RETIREMENT DEATH; PROVIDING FOR AMENDMENT OF SECTION 17-50.1, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR SEVERABILITY OF PROVISION; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it advisable to amend the City's Firefighters' Retirement System; and

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA;

SECTION 1: That Chapter 17, Pensions and Retirement, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of New Port Richey, is amended by amending Sec. 17-36, Definitions, by amending the definition of Salary, to read as follows:

* * *

Salary means total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, including paramedic compensation and overtime, but excluding lump sum unused sick leave payments, lump sum unused vacation payments and plus all tax deferred, tax sheltered or tax-exempt items of income derived from elective employee payroll deductions or salary reductions. If the state monies are less than one hundred fifty-eight thousand two hundred seventy-five dollars and seventy-three cents (\$158,275.73), then the salary definition will revert back to the definition in place prior to the adoption of this improvement. If the state monies fall between one hundred fifty-eight thousand two hundred seventy-five dollars and seventy-three cents (\$158,275.73) and one hundred sixty-three thousand eight hundred twenty-five dollars and seventy-three cents (\$163,825.73), then the salary definition will be reduced in proportion to the reduction in state monies. Any changes to the salary definition would not apply to members already receiving benefits as of the change date. In lieu of the reduced benefits, the membership may agree to an increased member contribution rate sufficient to make up the shortfall in state contributions.

Compensation in excess of the limitations set forth in section 401(a)(17) of the Internal Revenue Code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed two hundred thousand dollars (\$200,000.00), as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the code. Compensation means compensation during the fiscal year, and the fiscal year is considered the determination period. The

cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than twelve (12) months for all members, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is twelve (12), as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B). If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

The definition of salary set forth above is frozen at midnight, September 30, 2013. Under the benefit structure effective October 1, 2013, salary means total cash remuneration paid by the city for services rendered, including overtime paid up to but not exceeding one hundred fifty (150) hours per year, and excluding payments for accrued unused sick or annual leave. The definition of salary set forth above is frozen at midnight on June 18, 2018. Under the benefit structure effective June 19, 2018, salary means total cash remuneration paid by the city for services rendered, including overtime paid up to but not exceeding three hundred (300) hours per year, and excluding payments for accrued unused 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. Salary excludes any compensation in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code.

* * *

SECTION 2: That Chapter 17, Pensions and Retirement, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of New Port Richey, is amended by amending Sec. 17-39, Finances and Fund Management, subsection (f)(10), to read as follows:

* * *

- (f)(10) Any overpayments or underpayments from the fund to a member or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients, or other parties, including the City, based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the fund in a prudent manner.

* * *

SECTION 3: That Chapter 17, Pensions and Retirement, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of New Port Richey, is amended by amending Sec. 17-42, Pre-Retirement Death, subsection (b)(2)e., to read as follows:

* * *

- (b)(2) e. Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under Sec. 17-50.1, ~~subsection (b)(2)a.~~

* * *

SECTION 4: That Chapter 17, Pensions and Retirement, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of New Port Richey, is amended by amending Sec. 17-50.1, Minimum Distribution of Benefits, subsections (b)(1) and (b)(2)a., to read as follows:

* * *

(b) (1) *Required Beginning Date.*

a. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date. ~~For a member who attains age seventy and one-half (70½) prior to January 1, 2020, the member's required beginning date is April 1 of the calendar year following the later of (I) the calendar year in which the member attains age seventy and one-half (70½) or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age seventy and one-half (70½) on or after January 1, 2020, the~~ The member's required beginning date is April 1 of the calendar year following the later of (I) the calendar year in which the member attains ~~age seventy-two (72)~~ the applicable age or (ii) the calendar year in which the member terminates employment with the City.

b. Applicable age.

1. For a member who attained age 70½ before December 31, 2019, the applicable age is 70½.
2. For a member who attained age 72 before January 1, 2023, the applicable age is 72.
3. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

* * *

- (b) (2) a. If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age 70½, (or age 72 for a member who would have attained age 70½ after December 31, 2019) if later, the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * *

SECTION 5: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 6: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of New Port Richey.

SECTION 7: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 8: That this Ordinance shall become effective upon its adoption.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 6th day of February, 2024, and read and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 21st day of February, 2024.

ATTEST:

Judy Meyers, CMC, City Clerk

Alfred C. Davis, Mayor-Council Member

(Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE SOLE
USE AND RELIANCE OF THE CITY OF NEW PORT RICHEY,
FLORIDA:

Timothy P. Driscoll, City Attorney

January 17, 2024

Karen Lauer
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

Re: City of New Port Richey
Firefighters' Retirement System

Dear Karen:

In response to Scott Christiansen's letter dated January 3, 2024, we have reviewed the revised proposed Ordinance (identified on page 4 as dm\npr\fire\12-05-23.ord) to including but not limited to, the following proposed changes:

1. Section 17-36, Definitions, is being amended to amend the salary definition to clarify the determination period for maximum annual compensation for members with less than 12 months of service during a fiscal year, as provided for in the Internal Revenue Code and its associated Treasury Regulations.
2. Section 17-39, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by Secure Act 2.0.
3. Section 17-42, Pre-Retirement Death, and Section 17-50-1, Minimum Distribution Benefits are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0., changing the required contribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.

Because the changes do not result in a financial impact on the funding requirements, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Division of Retirement
Bureau of Local Retirement Systems
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Sara Carlson, ASA, EA, MAAA

cc via email: Scott R. Christiansen, Board Attorney



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

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

DATE: 2/20/2024

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

REQUEST:

The request is to conduct a second and final reading of a proposed ordinance related to the City of New Port Richey Police Officer's Retirement System specifically pertaining to Section 17-51, Definitions, Section 17-54, Finances and Fund Management, Section 17-57, Pre-Retirement Death and Section 17-65.1, Minimum Distribution of Benefits, Section 17-58, Disability and Section 17-65.2, Miscellaneous Provisions.

DISCUSSION:

The following changes to the Police Officers Retirement System have been recommended by the Police Pension Board for your consideration:

1. Section 17-51, Definitions, is being amended to comply with the Internal Revenue Code and its associated Treasury Regulations. Specifically the definition of salary is being amended to add language to clarify the determination period for maximum annual compensation for members who leave the city who have completed 12 months of service during a fiscal year.
2. Section 17-54, Finances and Fund Management, the proposed language change provides discretion to the Board related to the recovery of inadvertent overpayments from the Fund as permitted by the Secure Act 2.0.
3. Section 12-57, Pre-Retirement Death, and Section 17-65.1, Minimum Distribution of Benefits, are being amended to comply with recent changes to the Internal Revenue Code (IRC) in the Secure act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
4. Section 17-58, Disability, is being amended to provide for the Statutory minimum for police officer benefits under the workers compensation offset. The second paragraph of the section has been removed as it is not applicable to the plan.
5. Section 17-65.2, Miscellaneous Provisions, is being amended to provide for in-service distributions from the plan, if permitted under applicable law and in accordance with applicable Rules of the Internal Revenue Code.

Enclosed is a letter from Gabriel, Roeder, Smith & Company which attests to their professional opinion that there is no cost associated with the adoption of this ordinance.

RECOMMENDATION:

The recommendation is to approve the proposed ordinance at second reading.

BUDGET/FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

Description	Type
Ordinance No. 2024-2284: Amendments to Police	

- ▣ Pension Ordinance Ordinance
- ▣ Actuarial Letter, Gabriel, Roeder, Smith & Company Backup Material

ORDINANCE NO. 2024-2284

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA; PROVIDING FOR AMENDMENT OF ARTICLE IV OF CHAPTER 17 OF THE CODE OF ORDINANCES OF THE CITY OF NEW PORT RICHEY, PERTAINING TO THE POLICE OFFICERS' RETIREMENT SYSTEM; PROVIDING FOR AMENDMENT OF SUBSECTION (a) OF SECTION 17-51, DEFINITIONS, TO AMEND THE DEFINITION OF SALARY; PROVIDING FOR AMENDMENT OF SUBSECTION (6) OF SECTION 17-54, FINANCES AND FUND MANAGEMENT, PERTAINING TO OVERPAYMENTS AND UNDERPAYMENTS; PROVIDING FOR AMENDMENT OF SUBSECTION (c) OF SECTION 17-57, PRE-RETIREMENT DEATH, PERTAINING TO THE REQUIRED DISTRIBUTION DATE; PROVIDING FOR AMENDMENT OF SUBSECTION (g) OF SECTION 17-58, PERTAINING TO MINIMUM BENEFIT UNDER WORKER'S COMPENSATION OFFSET; PROVIDING FOR AMENDMENT TO SUBSECTION (b) OF SECTION 17-65.1, MINIMUM DISTRIBUTION OF BENEFITS, PERTAINING TO THE REQUIRED DISTRIBUTION DATE; PROVIDING FOR THE ADDITION OF SUBSECTION (j) TO SECTION 17 - 65 . 2 , MISCELLANEOUS PROVISIONS, PERTAINING TO IN-SERVICE DISTRIBUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it advisable to amend the City's Police Officers' Retirement System; and

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA;

Section 1. Chapter 17, Article IV, Section 17-51, Definitions, subsection (a), of the Code of Ordinances, pertaining to the definition of Salary, is hereby amended as follows (strikeout text is deleted and underlined text is added):

* * *

Salary means the total compensation for services rendered to the city as a police officer reportable on the member's W-2 form plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions, but excluding any payments for extra duty or special detail work performed on behalf of a second party employer.

Compensation in excess of limitations set forth in section 401(a)(17) of the code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed two hundred thousand dollars (\$200,000.00), as adjusted for cost-of-living increases in accordance with code section 401(a)(17)(B). Compensation means compensation during the fiscal year, and the fiscal year is considered the determination period. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months for all members, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is twelve (12), as provided in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B). If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995. The definition of salary set forth above is frozen at midnight on November 7, 2017. Under the benefit structure effective November 8, 2017, salary means total cash remuneration paid by the city for services rendered, including overtime paid up to but not exceeding three hundred (300) hours per year, and excluding payments for accrued unused 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. Salary excludes any compensation in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code.

* * *

Section 2. Chapter 17, Article IV, Section 17-54, Finances and Fund Management, subsection (6)j., of the Code of Ordinances, pertaining to overpayments and underpayment from the fund, is hereby amended as follows (strikeout text is deleted and underlined text is added):

* * *

- (6) j. Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member or beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients or other parties, including the City based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the fund in a prudent manner.

* * *

Section 3. Chapter 17, Article IV, Section 17-57, Pre-Retirement Death, subsection (c)(1)e., of the Code of Ordinances, pertaining to the required distribution date, is hereby amended as follows (strikeout text is deleted and underlined text is added):

* * *

- (c)(1) e. Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under Sec. 17-65.1, ~~subsection (b)(2)a.~~

* * *

Section 4. Chapter 17, Article IV, Section 17-58, Disability, subsection (g), of the Code of Ordinances, pertaining to the worker's compensation offset, is hereby amended as follows (strikeout text is deleted and underlined text is added):

* * *

- (g) *Worker's compensation.* ~~(4)~~When a retiree is receiving a disability pension and workers' compensation benefits pursuant to F.S. ch. 440, for the same disability, and the total monthly benefits received from both exceed one hundred (100) percent of the member's average monthly wage, as defined in F.S. ch. 440, the disability pension benefit shall be reduced so that the total monthly amount received by the retiree does not exceed one hundred (100) percent of such average monthly wage. The amount of any lump sum workers' compensation payment shall be converted to an equivalent monthly benefit payable for ten (10) years certain by dividing the lump sum amount by 83.9692. Notwithstanding the foregoing, in no event shall the disability pension benefit be reduced below the greater of forty-two (42) percent of average final compensation and two and three-quarters (2.75) percent of average final compensation times years of credited service.

~~(2) When a member is receiving a disability pension and disability benefits attributable to employment with another employer for the same disability, and the total monthly benefits received from both exceed thirty (30) percent of the member's regular base salary, the disability pension benefit shall be reduced so that the total monthly amount received by the member does not exceed thirty (30) percent of regular base salary. Notwithstanding the foregoing, in no event shall the disability pension benefit be reduced below the greater of forty-two (42) percent of average final compensation and two (2) percent of average final compensation times years of credited service.~~

* * *

Section 5. Chapter 17, Article IV, Section 17-65.1, Minimum Distribution of Benefits, subsections (b)(1) and (b)(2)a., of the Code of Ordinances, pertaining to the required distribution date, is hereby amended as follows (strikeout text is deleted and underlined text is added):

* * *

- (b) *Time and manner of distribution.*
(1) *Required beginning date.*

a. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date. ~~For a member who attains age seventy and one-half (70 ½) prior to January 1, 2020, the member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy and one-half (70 ½) or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age seventy and one-half (70 ½) on or after January 1, 2020, the~~ The member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy-two (72) the applicable age or (ii) the calendar year in which the member terminates employment with the City.

b. Applicable age.

1. For a member who attained age 70 ½ before December 31, 2019, the applicable age is 70 ½.

2. For a member who attained age 72 before January 1, 2023, the applicable age is 72.

3. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

(2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:

a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained ~~age seventy and one-half (70 ½), (or age 72 for a member who would have attained age 70½ after December 31, 2019)~~ if later the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * *

Section 6. Chapter 17, Article IV, Section 17-65.2, Miscellaneous Provisions, of the Code of Ordinances, subsection (j), pertaining to the in-service distributions, is hereby added as follows (strikeout text is deleted and underlined text is added):

* * *

(j) In-Service Distributions. The plan may make in-service distributions if otherwise permitted under applicable law.

* * *

Section 7. Conflict with Other Ordinances and Codes. All Ordinances or parts of Ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict

Section 8. 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 9. Effective Date. This ordinance shall take effect immediately upon its adoption as provided by law.

Section 10. Codification. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of New Port Richey.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 6th day of February, 2024, and read and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 21st day of February, 2024.

ATTEST:

Judy Meyers, CMC, City Clerk

Alfred C. Davis, Mayor-Council Member

(Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE SOLE
USE AND RELIANCE OF THE CITY OF NEW PORT RICHEY,
FLORIDA:

Timothy P. Driscoll, City Attorney

dm/npr/pol/12-05-23.ord



June 29, 2023

Mr. T. Scott Baker
New Port Richey Police Officers'
Retirement System
6739 Adams Street
New Port Richey, Florida 34652

Re: Proposed Ordinance No. XXX

Dear Scott:

As requested by Scott Christiansen, Esq., we have performed an actuarial review of the attached proposed Ordinance under the New Port Richey Police Officers' Retirement System.

Based upon our review, the proposed Ordinance:

1. Amends the definition of salary in Section 17-51 to clarify the determination period for maximum annual compensation.
2. Amends Section 17-54 to provide Board discretion on seeking recovery of inadvertent overpayments in compliance with the SECURE Act 2.0.
3. Amends Sections 17-57 and 17-65.1 to provide for changes in the required beginning date in compliance with the SECURE Act 2.0.
4. Amends Section 17-58 to provide for the statutory minimum for police officer benefits under the worker's compensation offset.
5. Amends Section 17-65.2 to provide for allowable in-service distributions from the plan.
6. Amends Sections 17-65.11 and 17-65.14 to provide an option to pay for purchased service over a period of time not to exceed 5 years at no cost to the plan and removes the restriction of a one-time request to purchase service.
7. Amends Section 17-65.13 to extend the maximum DROP participation period to 8 years.
8. Provides for severability.
9. Provides for codification.
10. Repeals all Ordinances or parts of Ordinances in conflict herewith.
11. Provides for an effective date.

In our opinion, based upon the actuarial assumptions and methods employed in the October 1, 2022 Actuarial Valuation, the proposed Ordinance is a *no cost* Ordinance under State minimum funding requirements.

Please forward a copy of the Ordinance upon passage at second reading to update our records.

Mr. T. Scott Baker
June 29, 2023
Page Two

We are available to respond to any questions concerning the above.

Sincerest regards,
Gabriel, Roeder, Smith & Company

Michelle Jones

Shelly L. Jones, A.S.A., M.A.A.A., E.A., F.C.A.
Consultant and Actuary

Enclosure

cc: Scott Christiansen, Esq.



ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA; PROVIDING FOR AMENDMENT OF ARTICLE IV OF CHAPTER 17 OF THE CODE OF ORDINANCES OF THE CITY OF NEW PORT RICHEY, PERTAINING TO THE POLICE OFFICERS' RETIREMENT SYSTEM; PROVIDING FOR AMENDMENT OF SUBSECTION (a) OF SECTION 17-51, DEFINITIONS, TO AMEND THE DEFINITION OF SALARY; PROVIDING FOR AMENDMENT OF SUBSECTION (6) OF SECTION 17-54, FINANCES AND FUND MANAGEMENT, PERTAINING TO OVERPAYMENTS AND UNDERPAYMENTS; PROVIDING FOR AMENDMENT OF SUBSECTION (c) OF SECTION 17-57, PRE-RETIREMENT DEATH, PERTAINING TO THE REQUIRED DISTRIBUTION DATE; PROVIDING FOR AMENDMENT OF SUBSECTION (g) OF SECTION 17-58, PERTAINING TO MINIMUM BENEFIT UNDER WORKER'S COMPENSATION OFFSET; PROVIDING FOR AMENDMENT TO SUBSECTION (b) OF SECTION 17-65.1, MINIMUM DISTRIBUTION OF BENEFITS, PERTAINING TO THE REQUIRED DISTRIBUTION DATE; PROVIDING FOR THE ADDITION OF SUBSECTION (j) TO SECTION 17-65.2, MISCELLANEOUS PROVISIONS, PERTAINING TO IN-SERVICE DISTRIBUTIONS; PROVIDING FOR AMENDMENT OF SECTION 17-65.11, PRIOR POLICE SERVICE, PERTAINING TO A PAYMENT PLAN TO PURCHASE PRIOR POLICE SERVICE; PROVIDING FOR AMENDMENT TO SUBSECTION (b) OF SECTION 17-65.13, DEFERRED RETIREMENT OPTION PLAN, PERTAINING TO MAXIMUM PARTICIPATION PERIOD; PROVIDING FOR AMENDMENT TO SECTION 17-65.14, MILITARY SERVICE PRIOR TO EMPLOYMENT, PERTAINING TO A PAYMENT PLAN TO PURCHASE PRIOR MILITARY SERVICE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it advisable to amend the City's Police Officers' Retirement System; and

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA;

Section 1. Chapter 17, Article IV, Section 17-51, Definitions, subsection (a), of the Code of Ordinances, pertaining to the definition of Salary, is hereby amended as follows (strikeout text is deleted and underlined text is added):

* * *

Salary means the total compensation for services rendered to the city as a police officer reportable on the member's W-2 form plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions, but excluding any payments for extra duty or special detail work performed on behalf of a second party employer.

Compensation in excess of limitations set forth in section 401(a)(17) of the code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed two hundred thousand dollars (\$200,000.00), as adjusted for cost-of-living increases in accordance with code section 401(a)(17)(B). Compensation means compensation during the fiscal year, and the fiscal year is considered the determination period. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months for all members, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is twelve (12), as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B). If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995. The definition of salary set forth above is frozen at midnight on November 7, 2017. Under the benefit structure effective November 8, 2017, salary means total cash remuneration paid by the city for services rendered, including overtime paid up to but not exceeding three hundred (300) hours per year, and excluding payments for accrued unused 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. Salary excludes any compensation in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code.

* * *

Section 2. Chapter 17, Article IV, Section 17-54, Finances and Fund Management, subsection (6)j., of the Code of Ordinances, pertaining to overpayments and underpayment from the fund, is hereby amended as follows (strikeout text is deleted and underlined text is added):

* * *

- (6) j. Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member or beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients or other parties, including the City based on the circumstances of the overpayment, on a

case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the fund in a prudent manner.

* * *

Section 3. Chapter 17, Article IV, Section 17-57, Pre-Retirement Death, subsection (c)(1)e., of the Code of Ordinances, pertaining to the required distribution date, is hereby amended as follows (strikeout text is deleted and underlined text is added):

* * *

- (c)(1) e. Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under Sec. 17-65.1, subsection (b)(2)a.

* * *

Section 4. Chapter 17, Article IV, Section 17-58, Disability, subsection (g), of the Code of Ordinances, pertaining to the worker's compensation offset, is hereby amended as follows (strikeout text is deleted and underlined text is added):

* * *

- (g) *Worker's compensation.* ~~(1)~~When a retiree is receiving a disability pension and workers' compensation benefits pursuant to F.S. ch. 440, for the same disability, and the total monthly benefits received from both exceed one hundred (100) percent of the member's average monthly wage, as defined in F.S. ch. 440, the disability pension benefit shall be reduced so that the total monthly amount received by the retiree does not exceed one hundred (100) percent of such average monthly wage. The amount of any lump sum workers' compensation payment shall be converted to an equivalent monthly benefit payable for ten (10) years certain by dividing the lump sum amount by 83.9692. Notwithstanding the foregoing, in no event shall the disability pension benefit be reduced below the greater of forty-two (42) percent of average final compensation and two and three-quarters (2.75) percent of average final compensation times years of credited service.

- ~~(2) When a member is receiving a disability pension and disability benefits attributable to employment with another employer for the same disability, and the total monthly benefits received from both exceed thirty (30) percent of the member's regular base salary, the disability pension benefit shall be reduced so that the total monthly amount received by the member does not exceed thirty (30) percent of regular base salary. Notwithstanding the foregoing, in no event shall the disability pension benefit be reduced below the greater of forty-two (42) percent of average final compensation and two (2) percent of average final compensation times years of credited service.~~

* * *

Section 5. Chapter 17, Article IV, Section 17-65.1, Minimum Distribution of Benefits, subsections (b)(1) and (b)(2)a., of the Code of Ordinances, pertaining to the required distribution date, is hereby amended as follows (strikeout text is deleted and underlined text is added):

* * *

(b) *Time and manner of distribution.*

(1) *Required beginning date.*

a. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date. ~~For a member who attains age seventy and one-half (70 ½) prior to January 1, 2020, the member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy and one-half (70 ½) or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age seventy and one-half (70 ½) on or after January 1, 2020, the~~ The member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age ~~seventy-two (72)~~ the applicable age or (ii) the calendar year in which the member terminates employment with the City.

b. *Applicable age.*

1. For a member who attained age 70 ½ before December 31, 2019, the applicable age is 70 ½.

2. For a member who attained age 72 before January 1, 2023, the applicable age is 72.

3. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

(2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:

a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age ~~seventy and one-half (70 ½), (or age 72 for a member who would have attained age 70½ after December 31, 2019)~~ the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * *

Section 6. Chapter 17, Article IV, Section 17-65.2, Miscellaneous Provisions, of the Code of Ordinances, subsection (j), pertaining to the in-service distributions, is hereby added as follows (strikeout text is deleted and underlined text is added):

* * *

- (i) *In-Service Distributions.* The plan may make in-service distributions if otherwise permitted under applicable law.

* * *

Section 7. Chapter 17, Article IV, Section 17-65.11, Prior Police Service, of the Code of Ordinances, pertaining to a payment plan for the purchase of credited service, is hereby amended as follows (strikeout text is deleted and underlined text is added):

Sec. 17-65.11. - Prior police service.

Unless otherwise prohibited by law, and except as provided for in subsection (1), the years or fractional parts of years that a member previously served as a police officer with the city during a period of previous employment and for which period accumulated contributions were withdrawn from the fund, or the years and fractional parts of years that a member served as a police officer for any other municipal, county or special law enforcement department in the United States, shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- (2) Multiple requests to buy Credited Service may be made at any time prior to retirement. ~~The request shall be made only once and made by the member on or before twelve (12) months from August 20, 2002, or six (6) months from the date of his employment with the city police department, whichever is later.~~
- (3) Payment by the police officer of the required amount shall be made within six (6) months of his request for credit, and shall be made in one (1) lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (7) below.
- (4) The maximum credit under this section for service other than with the city, when combined with credited service purchased pursuant to prior military service section, shall be five (5) years of credited service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the city and such credit shall count for all purposes, including vesting.
- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or special law enforcement department, if such prior service forms or will form the basis of a retirement benefit or pension from another retirement system or plan as set forth in subsection 17-65(1)(2).

- (6) For purposes of determining credit for prior service as a police officer as provided for in this section, in addition to service as a police officer in this state, credit may be purchased by the member in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement, as provided under Chapter 943, Florida Statutes, or the police officer provides proof to the board that such service is equivalent to the service required to meet the definition of a police officer under Sec. 17-51, above.
- (7) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
- a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
 - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment.
 - c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
 - d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
 - e. In the event that a member dies, retires (including entry into any Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
 - f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

Section 8. Chapter 17, Article IV, Section 17-65.13, Deferred Retirement Option Plan, subsection (b)(3), of the Code of Ordinances, pertaining to the maximum DROP participation period, is hereby amended as follows (strikeout text is deleted and underlined text is added):

* * *

- (b) (3) *Period of Participation.* A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed ~~sixty (60)~~ ninety-six (96) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. DROP participants as of the effective date of the ordinance adopting this provision shall be permitted to extend their DROP participation up to the full ninety-six (96) months. A member may participate only once.

* * *

Section 9. Chapter 17, Article IV, Section 17-65.14, Military Service Prior to Employment, of the Code of Ordinances, pertaining to a payment plan for the purchase of credited service, is hereby amended as follows (strikeout text is deleted and underlined text is added):

Sec. 17-65.14. - Military service prior to employment.

The years or fractional parts of years that a police officer serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the city police department shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- (2) Multiple requests to buy Credited Service may be made at any time prior to retirement. ~~The request shall be made only once and made by the member on or before twelve (12) months from August 20, 2002, or six (6) months from the date of his employment with the city police department, whichever is later.~~
- (3) Payment by the member of the required amount shall be made within six (6) months of his request for credit and shall be made in one (1) lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (6) below.
- (4) The maximum credit under this section when combined with credited service purchased pursuant to prior police service section, for service with an employer other than the City of New Port Richey, shall be five (5) years.
- (5) Credited service purchased pursuant to this section shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits.

- (6) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
- a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
 - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment.
 - c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
 - d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
 - e. In the event that a member dies, retires (including entry into any Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
 - f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

Section 10. Conflict with Other Ordinances and Codes. All Ordinances or parts of Ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict

Section 11. 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 12. Effective Date. This ordinance shall take effect immediately iupon its adoption as provided by law.

Section 13. Codification. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of New Port Richey.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this ____ day of _____, 2021, and read and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this ____ day of _____, 2023.

ATTEST:

Judy Meyers, City Clerk

Chopper Davis, Mayor-Council Member

(Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE SOLE
USE AND RELIANCE OF THE CITY OF NEW PORT RICHEY,
FLORIDA:

Timothy P. Driscoll, City Attorney

dm/npr/pol/06-08-23.ord



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: 2/20/2024

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

REQUEST:

The request for City Council is to approve the second and final reading of Ordinance No. 2024-2285.

DISCUSSION:

As City Council is aware, the first reading and approval of the proposed Ordinance No. 2024-2285 was conducted at the February 6, 2024 regular meeting by City Council. The need to modify the existing solid waste ordinance was identified by staff during the single trash hauler conversion process from the City's existing "open market" solid waste program.

The attached second reading of proposed ordinance 2024-2285 includes updated edits from the first reading of the proposed ordinance. They are as follows:

1. The removal of items from the definition of Solid Waste to include vessels, aircrafts, farm machinery or equipment; sludge, discarded vehicles, mining, agricultural operations.

RECOMMENDATION:

Approval of ordinance 2024-2285 second reading is recommended.

BUDGET/FISCAL IMPACT:

There is no budget impact.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2024-2285: Modification of the Solid Waste Collection System - Clean Version	Ordinance
▣ Ordinance No. 2024-2285: Modification of the Solid Waste Collection System - Redline Version	Ordinance

ORDINANCE NO. 2024-2285

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

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

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

WHEREAS, the City Council has determined that the fees contained herein are fairly apportioned for the services provided for the benefit of all properties within the city; and

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

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

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

Chapter 10 SOLID WASTE ~~GARBAGE AND REFUSE~~

ARTICLE I. IN GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Secs. 10-5. Penalty.

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

Sec. 10-6. Administration.

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

Secs. 10-7 5—10-20. Reserved.

ARTICLE II. SOLID WASTE COLLECTION

DIVISION 1. - GENERALLY

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

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

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

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

Sec. 10-23. Collection from alleys.

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

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

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

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

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

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

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

Sec. 10-25. Collection hours, days.

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

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

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

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

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

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

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

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

(b) *Billing.* Each property owner in the city shall be billed by the city on a periodic basis for solid waste collection services on the billing cycle set by the city. All charges billed shall be due and owing within fifteen (15) days of the date billed. Residential curbside collection services shall be billed in advance and all other accounts shall be billed in arrears. Credit card payments may be accepted, subject to imposition of any processing fees incurred by the city as set forth in the city's fee schedule. Any unpaid charges shall be subject to the filing of a lien against the property for which said charges were billed if the same are overdue for at least thirty (30) days. Annually, the city council may approve a non-ad valorem assessment against any property having unpaid solid waste collection service charges as set forth herein. The assessment roll shall be approved by the city council and provided to the Pasco County Property Appraiser and Pasco County Tax Collector within the time provided by law for the placement of said unpaid charges on the tax bill for the subject property. All unpaid and overdue charges shall be subject to interest at the rate of ten percent (10%) per annum. By further action of the city council, all solid waste collection, or any portion thereof, may be assessed as a non-ad valorem assessment for each property, in lieu of the billing method set forth herein.

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

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

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

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

DIVISION 2. – SOLID WASTE COLLECTION FRANCHISE, SPECIAL PERMITS

Sec. 10-41. Required.

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

Sec. 10-42. Qualification.

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

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

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

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

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

Sec. 10-43. Application.

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

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

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

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

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

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

Notice of Public Hearing

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

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

City Clerk

Sec. 10-45. Criteria for issuance.

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

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

Sec. 10-46. Non-transferability.

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

Sec. 10-47. Revocation or suspension.

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

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

Sec. 10-48. Renewal.

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

Sec. 10-49. Franchise agreement.

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

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

Secs. 10-50—10-57. Reserved.

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

Sec. 10-58. Definitions.

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

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

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

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

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

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

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

Sec. 10-59. Storage generally.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE 1
DIMENSIONS OF REFUSE CONTAINERS

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

TABLE 2
EQUIVALENCY TABLE

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

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

Sec. 10-62. Temporary dumpsters.

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

Sec. 10-63. Compliance.

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

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

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

Sec. 10-65. Reserved.

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

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

SECTION 4. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

SECTION 5. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

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

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 6th day of February, 2024, and read and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 20th day of February, 2024.

ATTEST:

By: _____
Judy Meyers, CMC, City Clerk

By: _____
Alfred C. Davis, Mayor-Council Member

(Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE SOLE
USE AND RELIANCE OF THE CITY OF NEW PORT RICHEY,
FLORIDA:

Timothy P. Driscoll, City Attorney CA Approved 2-7-24

EXHIBIT A

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

ORDINANCE NO. 2024-2285

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

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

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

WHEREAS, the City Council has determined that the fees contained herein are fairly apportioned for the services provided for the benefit of all properties within the city; and

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

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

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

Chapter 10 SOLID WASTE ~~GARBAGE AND REFUSE~~

ARTICLE I. IN GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Secs. 10-5. Penalty.

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

Sec. 10-6. Administration.

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

Secs. 10-7 5—10-20. Reserved.

ARTICLE II. SOLID WASTE COLLECTION

DIVISION 1. - GENERALLY

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

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

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

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

Sec. 10-23. Collection from alleys.

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

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

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

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

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

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

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

Sec. 10-25. Collection hours, days.

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

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

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

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

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

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

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

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

(b) *Billing.* Each property owner in the city shall be billed by the city on a periodic basis for solid waste collection services on the billing cycle set by the city. All charges billed shall be due and owing within fifteen (15) days of the date billed. Residential curbside collection services shall be billed in advance and all other accounts shall be billed in arrears. Credit card payments may be accepted, subject to imposition of any processing fees incurred by the city as set forth in the city's fee schedule. Any unpaid charges shall be subject to the filing of a lien against the property for which said charges were billed if the same are overdue for at least thirty (30) days. Annually, the city council may approve a non-ad valorem assessment against any property having unpaid solid waste collection service charges as set forth herein. The assessment roll shall be approved by the city council and provided to the Pasco County Property Appraiser and Pasco County Tax Collector within the time provided by law for the placement of said unpaid charges on the tax bill for the subject property. All unpaid and overdue charges shall be subject to interest at the rate of ten percent (10%) per annum. By further action of the city council, all solid waste collection, or any portion thereof, may be assessed as a non-ad valorem assessment for each property, in lieu of the billing method set forth herein.

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

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

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

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

DIVISION 2. – SOLID WASTE COLLECTION FRANCHISE, SPECIAL PERMITS

Sec. 10-41. Required.

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

Sec. 10-42. Qualification.

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

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

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

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

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

Sec. 10-43. Application.

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

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

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

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

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

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

Notice of Public Hearing

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

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

City Clerk

Sec. 10-45. Criteria for issuance.

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

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

Sec. 10-46. Non-transferability.

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

Sec. 10-47. Revocation or suspension.

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

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

Sec. 10-48. Renewal.

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

Sec. 10-49. Franchise agreement.

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

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

Secs. 10-50—10-57. Reserved.

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

Sec. 10-58. Definitions.

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

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

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

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

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

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

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

Sec. 10-59. Storage generally.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE 1
DIMENSIONS OF REFUSE CONTAINERS

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

TABLE 2
EQUIVALENCY TABLE

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

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

Sec. 10-62. Temporary dumpsters.

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

Sec. 10-63. Compliance.

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

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

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

Sec. 10-65. Reserved.

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

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

SECTION 4. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

SECTION 5. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

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

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 6th day of February, 2024, and read and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 20th day of February, 2024.

ATTEST:

By: _____
Judy Meyers, CMC, City Clerk

By: _____
Alfred C. Davis, Mayor-Council Member

(Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE SOLE
USE AND RELIANCE OF THE CITY OF NEW PORT RICHEY,
FLORIDA:

Timothy P. Driscoll, City Attorney CA Approved 2-7-24

EXHIBIT A

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



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: 2/20/2024

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

REQUEST:

The request before the City Council is to review the Railroad Square Usage and Alcoholic Beverage Special Event Applications for the Fitzgerald's St. Patrick's Day Event. This event will take place March 15th, 16th and 17th.

DISCUSSION:

The Special Events Team met to review the Railroad Square Usage and Alcoholic Beverage Special Event Applications for the Fitzgerald's St. Patrick's Day Event on January 30th. This is an annual event held by the downtown business owner.

Fitzgerald's has requested to offer beer and wine to be sold in Railroad Square as follows: Friday, March 15th from 3:30pm - 10:30pm, Saturday, March 16th from 5pm - 12am, and Sunday, March 17th from 11am - 12am.

A site map denoting the locations of where beer and wine will be sold is attached.

Fitzgerald's is an establishment that is licensed to sell alcoholic beverages on the establishment's premises and is requesting to utilize Railroad Square per the Site Map attached.

RECOMMENDATION:

The recommendation before the City Council is to approve the Railroad Square Usage and the Alcoholic Beverage Special Event Application for Fitzgerald's St. Patrick's Day Event.

BUDGET/FISCAL IMPACT:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> ABSEP Permit	Backup Material
<input type="checkbox"/> Railroad Square Application	Backup Material
<input type="checkbox"/> Site Map	Backup Material



ALCOHOLIC BEVERAGE SPECIAL EVENT PERMIT APPLICATION

City of New Port Richey
Development Department
City Hall, 5919 Main Street, 1st Floor
New Port Richey, FL 34652
Phone (727) 853-1039 Fax (727) 853-1052

CASE # _____
SET Date: Tuesday, January 30, 2024
Council Date: _____
Date Received: _____

*** Please print legibly or use fillable form ***

- ☐ Submit original signed and notarized application
- ☐ Submit \$350 application fee
- ☐ Submit at least 45 days prior to the proposed special event
- ☐ Submit with separate Special Event application (Case # _____)

ABSEP GENERAL INFORMATION:

Name of Event: Fitzgeralds St. Patricks Day Celebration
Date(s) of Event: Friday, March 15th - Saturday, March 16th - Sunday, March 17th (Limited to three days for alcohol sales)
Location of Event: 5811 Nebraska Ave. New Port Richey, FL 34652
Applicant: Daniel & Sherry Kuntz
Mailing Address: 5811 Nebraska Ave. New Port Richey, FL 34652
(Street, City, State, Zip Code)
Daytime Phone Number: (727) 816-9092 Fax Number: _____
Email or Alternate Contact Information: fitzgeraldstavem@yahoo.com
Authorized Person in Charge: Sherry Kuntz
If an organization, names, addresses, phone numbers of all Officers: (may attach as addendum)

Who is the PRIMARY contact for this application? Sherry Kuntz

ABSEP SUBMITTAL REQUIREMENTS:

- List Alcohol to be Sold: BEER & WINE
(Limited to beer and wine)
- List Alcohol to be Given Away: N/A
- Time of Alcohol Sales: 3/15 4 p.m. - 10 p.m. / 3/16 n/a / 3/17 11 am - 12 AM
(Limited to Monday through Saturday, 12:00 noon to 11:00 p.m. and Sunday, 1:00 p.m. to 9:00 p.m.; events limited to three days in duration)
- List ABSEP applications approved for your organization this calendar year: 0
(Limited to three permits per year, per applicant; eight per year total City-wide)
- ☐ Attach approved alcoholic beverage license from Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco (1313 N. Tampa Road, Suite 909, Tampa, 33602; 813-272-2610.)
 - ☐ Attach general liability and other insurance as required by the provisions of Florida Statutes for the sale or consumption of alcoholic beverages.
 - ☐ Attach IRS Tax Exemption Form 501(c)(3) or (6), if nonprofit organization.

APPLICANT'S ACKNOWLEDGEMENT OF REQUIREMENTS:

1. Any business that obtains a permit allowing for outdoor consumption of alcoholic beverages on its premises shall provide an off-duty officer for security during all times that consumption is permitted.
2. The person responsible for conducting the event on behalf of the applicant must meet State minimum age licensing requirements and cannot have been convicted of a felony or crime involving moral turpitude. The applicant must obtain all necessary federal, state and local permits to engage in the proposed sale and/or consumption activity.
3. City Council may require any nonprofit civic organization that desires to hold an event on or in public property at which alcoholic beverages will be served, to enter into a written lease agreement and/or an indemnification agreement to indemnify and save harmless the City from any and all liability which may arise as a result of any such function and may further require any such organization to secure public liability insurance coverage from an insurance company, and in the amount acceptable to City Council, but providing coverage for each event 1) for personal injury of not less than \$1,000,000 per person and \$2,000,000 per occurrence, and 2) for property damage of not less than \$1,000,000.
4. Nonprofit civic organizations shall: 1) Have tax exempt status under Section 501(c)(3) or (6) of the 1986 IRS Code; 2) Operate an office in the City or be a nationally-recognized organization that conducted business as a nonprofit in the City; and 3) Promote or stimulate community and economic development within the City.
5. Only beer and wine shall be permitted to be served. The proposed sales and/or consumption activity must be associated with a public event. Alcoholic beverages shall be served in plastic containers only. No cans or glass containers shall be permitted.
6. Access points of the serving area shall be marked with signs notifying patrons that alcoholic beverages are not to be taken past the perimeter of the area shown on the site plan, and the applicant shall staff the entrance with as many personnel as necessary to enforce this requirement.
7. The proposed sales and/or consumption activity will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation. It will also not entail extraordinary or burdensome expense or police operation by the City. The use of alcoholic beverages is not expected to result in violence, crime or disorderly conduct.
8. The consumption and possession of alcoholic beverages upon a public street may be permitted as part of a special event subject to other conditions. No permits will be issued for special events within any City park except Sims Park or Orange Lake Park.
9. The sale, possession and consumption of alcoholic beverages shall be confined to designated and secured areas. The perimeter of the designated area shall be secured for the entire event. It is unlawful for any person to carry alcoholic beverages into the secured areas. Any person violating this shall be subject to ejection and arrest.
10. No person under the age of 21 shall be permitted to possess, consume or distribute any alcoholic beverages at the permitted event. After displaying the proper proof of legal age, the person wishing to purchase, possess or consume alcohol shall receive a wristband from the applicant (or agent) which shall be attached to his/her wrist and worn at all times of possession/consumption.
11. Hours of sales and/or consumption shall be limited to Monday through Saturday, noon to 11:00 p.m., and Sunday, 1:00 to 9:00 p.m. The applicant shall be responsible for enforcing the hours of operation and shall be liable for the failure to enforce.
12. The applicant shall pay all costs of police and other City services attributable to the sale or consumption of alcohol during the activity. For events at Sims Park, City Council may require an off-duty officer stationed at the playground, at the applicant's expense.
13. The applicant understands that the event must meet or exceed all applicable codes, laws and regulations.

ATTENDANCE AT MEETINGS:

The applicant or applicant's representative needs to be present at the SET and City Council meetings.

AUTHORIZATION FOR OWNER'S REPRESENTATIVE(S):

I _____, the **applicant**, hereby **authorize** _____ to act as my representative(s) in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Signature of Applicant(s): _____

Date: _____

Subscribed and sworn to before me this 28th day of January, 2024
who is personally known to me and/or produced _____ as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public Tara C Carter



My Commission Expires: May 5th 2025

APPLICANT'S AFFIDAVIT:

I _____, **applicant or authorized representative**, have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all aspects true and correct, to the best of my knowledge.

Signature of Applicant: _____

Date: _____

Subscribed and sworn to before me this 28th day of January, 2024
who is personally known to me and/or produced _____ as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public Tara C Carter



My Commission Expires: May 5th 2025

FOR STAFF USE ONLY:



Date completed application received 01/17/2024

Application fee paid

— Cash

350.00 Check # 3452

- ☐ Approval from Business and Professional Regulation
- ☐ General liability or other insurance attached
- ☐ No more than three approvals for this applicant verified
- ☒ SET meeting date Tuesday, January 30, 2024
- ☐ City Council approval date



**DOWNTOWN SMALL EVENTS
APPLICATION FORM**

Applicant: Sherry Kuntz and Daniel Kuntz

Doing Business As: Fitzgeralds Irish Tavern

Mailing Address: 5811 Nebraska Ave.

City: New Port Richey State: Florida Zip Code: 34652

Telephone Number: (727) 946-0205 Alternate Number: (727) 946-1122

Insurance Company (Please attach a copy): _____

Event Details:

Does the applicant operate a business in the City of New Port Richey? **YES** NO

This event is located on public or private property? Public – Version Parking Lot and East RR Square

Please provide dates & details: Fri. 3/15 3:30pm-10:30pm – Sat. 3/16 5pm-12am – Sun. 3/17 11am-12am

Will this be a Recurring Event: **YES** NO (Ex: Every Other Year)

Expected Attendance: 200 a day Maximum Attendance at Any One Time: 300

Will there be Alcohol: **YES** *If alcohol will be served - Complete sections 1, 2, & 5 of the DBPR ABT -6029 Division of Alcoholic Beverages and Tobacco*

Will you be preparing food outside of your normal Business Operation? **YES** (NO)

Please describe food preparation: done in our kitchen plated outside

Will there be use of generators/electrical cords? *If yes, please provide details (number & location of generators):* _____ Fire extinguishers? YES NO

Site & Vendor Information:

Survey/site plan of the property including (if applicable)

- ☒ Perimeter barricades and access points,
- ☒ Location of existing building walls,
- ☒ Temporary fences,
- ☒ Sales area,
- ☒ Portable restrooms,
- ☐ Parking (including handicap),
- ☒ Stage, tent (require separate permit)
- ☒ Restricted outdoor alcohol consumption area, extension of Permit Applies
- ☐ Two-way traffic circulation/ unimpeded access from roadway and
- ☐ Site photographs.
- ☒ Number of vendors: Please attach a list of vendors & description of items being sold.

Railroad Square Usage Request Application

- * Please submit all requests at least 30 days prior to the event
- * All applications must be submit with original signed and notarized Master Special Event application along with Railroad Square usage request application permit fee
 - * \$500.00 (City Business / Resident)
 - * \$500.00 (Non-City Business / Non-Resident)

Name of Event: Fitzgerald's St. Patrick's Celebration

Date(s) and Time(s) of Event: Friday 3/15 3:30pm-10:30pm - Sat. 3/16 5pm-12am - Sun. 3/17 11am - 12am

Location of Event: Railroad Square (East side to Virizon Bld.

Applicant: Sherry Kuntz and Daniel Kuntz

Address (Street, City, State, Zip Code): 5811 Nebraska Ave. NPR FL. 34652

Daytime Phone Number: (727) 946-0205 or (727) 946-1122

Email: fitzgeraldstavern@yahoo.com; Sherry Kuntz <fitzgeraldstavern@yahoo.com>

Authorized Person in Charge: Sherry Kuntz and Daniel Kuntz

Estimated number of spectators: 300

Will there be food?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will there be tents over 10' x 10'?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will alcohol beverages be sold/served/consumed?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will there be port-o-lets?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will public electric outlets be used?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will there be amplified music?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Additional Description of Event: Celebration of St. Patrick's Day

Applicant Agreement:

I have read and agree to abide by the City of New Port Richey Policies and Procedures for Special procedures and set-ups required for businesses in the Downtown Zoning District.

Applicant's Signature:  Date: 1-24-24

FOR OFFICE USE:

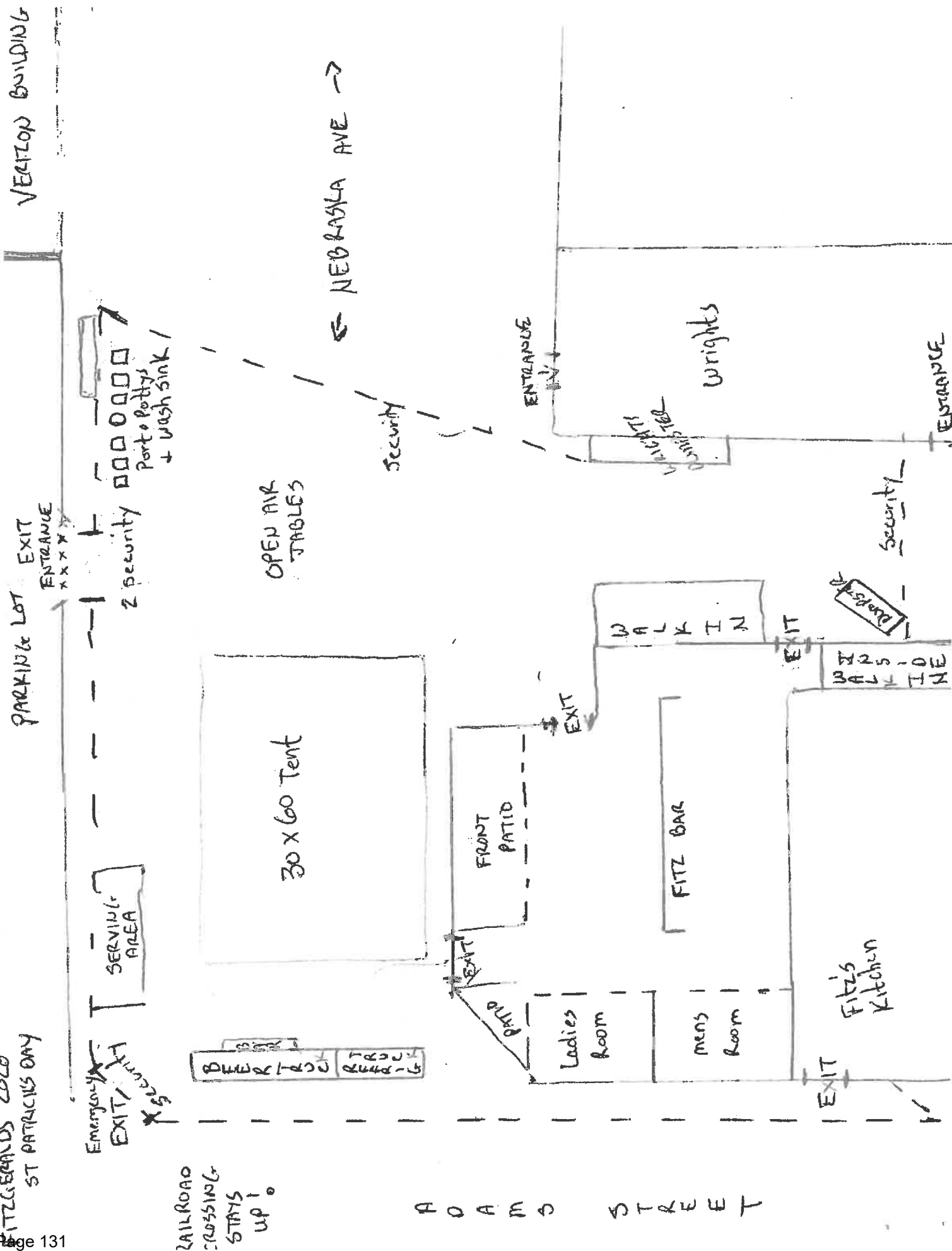
- ☐ Administrative Fee Permit (Local Business): **\$150**
- ☐ Road Closure Fee Per Occurrence: **\$138**
- ☐ City Electric Fee Per Occurrence: **\$**
- ☐ Security Deposit: **\$1,500 (refundable)**
- ☐ Fire Inspection Fee Per Occurrence: **\$50/hr**

Department Approvals: **Approval Date:** _____

- ☐ FIRE ADMINISTRATION DEPARTMENT
- ☐ PUBLIC WORKS DEPARTMENT
- ☐ POLICE DEPARTMENT
- ☐ DEVELOPMENT DEPARTMENT
- ☐ CITY MANAGER'S OFFICE

Final Approval: _____ Date: _____

Comments:





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: 2/20/2024

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

REQUEST:

The request for the City Council is to approve the sole source purchase of the (UFED) digital extraction device from Cellebrite Inc in the amount of \$100,000.00.

Also, approve the corresponding budget amendment that allocates \$50,000.00 from the United States Department of Justice (USDOJ) grant and \$50,000.00 from the Florida Department of Law Enforcement (FDLE) grant to the F.Y. 23/24 police budget for the purchase of the Cellebrite (UFED) digital extraction device.

DISCUSSION:

On October 17, 2024, the City Council approved the FDLE SAFE grant for fentanyl eradication in the amount of \$99,364.00. Additionally, on November 7, 2023, the City Council approved the USDOJ grant for reducing violent crime through technology in the amount of \$183,120.00. Both grants applied \$50,000.00 to the purchase of the Cellebrite (UFED) digital extraction device, which enables law enforcement to decode, extract, and analyze digital information from computers, cell phones, and other digital devices that are used in committing major crimes and drug offenses. Currently, the New Port Richey Police Department must utilize the FDLE Crime Lab in Tampa to perform this function, which can cause significant delays in obtaining critical case information. By having our own sophisticated (UFED) digital extraction device, we can legally download and analyze essential case information in less than one hour in most cases.

Cellebrite Inc is the sole manufacturer and developer of the (UFED) digital extraction device, which is widely used by the Federal Government, FDLE, and scores of other law enforcement agencies through the United States.

RECOMMENDATION:

Approve the sole source purchase of the Cellebrite Inc (UFED) digital extraction device in the amount of \$100,000.00. Also, approve the corresponding budget amendment that allocates \$50,000.00 from the USDOJ grant and \$50,000.00 and the FDLE grant to the F.Y. 23/24 police budget for the purchase of the (UFED) digital extraction device.

BUDGET/FISCAL IMPACT:

No Budget Impact / Grant Funded

ATTACHMENTS:

Description	Type
▣ Cellebrite Quote USDOJ Grant	Cover Memo
▣ Cellebrite Quote FDLE Grant	Cover Memo
▣ Cellebrite Sole Source Letter	Cover Memo
▣ Budget Amendment - Cellebrite UFED - USDOJ FDLE Grants	Cover Memo

Cellebrite Inc.
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
<http://www.cellebrite.com>



Quote

Quote# Q-362459-1
Date: Dec 12, 2023

Billing Information
New Port Richey Police Department
6739 Adams St.
New Port Richey, Florida 34652
United States

Delivery Information
David Crowell
6739 Adams St.
New Port Richey, FL 34652
United States

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Contact: David Crowell
Phone: 727-232-8909

Contact: David Crowell
Phone: 727-232-8909

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

End Customer: New Port Richey Police Department

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00204728	Dec 31, 2023	Net 30	USD	Tommy Smith

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net PriceUnit	Net Price
B-PAAS-02-004	Premium as a Service Core package	2	Dec 12, 2023	Dec 11, 2025		0.00	0.00
U-AIS-02-134	Premium aaS 35 Unlocks and Unlimited Extraction Annual Subscription	2	Dec 12, 2023	Dec 11, 2025		23,798.63	47,597.26
U-AIS-02-139	Premium as a Service End Point	2	Dec 12, 2023	Dec 11, 2025		0.00	0.00
U-AIS-02-105	Cellebrite Premium Adapter	2				1,201.37	2,402.74

SubTotal	USD 50,000.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 50,000.00

Comments:
DOJ Grant Quote

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.
- Freight Terms: FCA (NJ)
- Limited Warranty: Hardware:12 Months; Software:60 days; Touch Screen:30 days
- General: The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium: The following terms shall apply only to Cellebrite Premium at <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfinder: The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>
- Training Services: The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: The following terms apply to Cellebrite SaaS Services at <https://legal.cellebrite.com/SaaS.htm>
- Endpoint Mobile: The following terms apply to Cellebrite Endpoint Mobile at <https://legal.cellebrite.com/Endpoint-Mobile-Now.htm>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.
Customer Name: _____

Signature:	_____	Effective Date:	
Name (Print):	_____	Title:	_____

Please sign and email to Tommy Smith at tommy.smith@cellebrite.com

Cellebrite Inc.
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
<http://www.cellebrite.com>



Quote

Quote# Q-348486-1
Date: Sep 25, 2023

Billing Information
New Port Richey Police Department
6739 Adams St.
New Port Richey, Florida 34652
United States

Delivery Information
Detective David Crowel
6739 Adams St.
New Port Richey, FL 34652
United States

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Contact: David Crowell
Phone: 727-232-8909

Contact: David Crowell
Phone: 727-232-8909

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

End Customer: New Port Richey Police Department

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00204728	Dec 29, 2023	Net 30	USD	Tommy Smith

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net PriceUnit	Net Price
U-TRN-03-038	In-Person/Virtual (CCPO) - Cellebrite Certified Premium Operator (2 days)	2				1,679.56	3,359.12
B-TRN-02-033	In-Person/Virtual CCO + CCPA (5 days)	2				0.00	0.00
U-TRN-02-030	In-Person/Virtual (CCO) - Cellebrite Certified Operator (2 days)	2				1,730.46	3,460.92
U-TRN-02-006	In-Person (CCPA) - Cellebrite Certified Physical Analyst (3 days)	2				2,544.79	5,089.58
B-PAAS-02-004	Premium as a Service Core package	2	Dec 12, 2023	Dec 11, 2024		0.00	0.00
U-AIS-02-134	Premium aaS 35 Unlocks and Unlimited Extraction Annual Subscription	2	Dec 12, 2023	Dec 11, 2024		10,586.32	21,172.64
U-AIS-02-139	Premium as a Service End Point	2	Dec 12, 2023	Dec 11, 2024		0.00	0.00
U-AIS-02-105	Cellebrite Premium Adapter	2				1,068.81	2,137.62
B-UFD-10-001	UFED 4PC Ultimate Subscription	2	Dec 12, 2023	Dec 11, 2024		6,565.55	13,131.10
F-KAS-00-001	UFED Dongle Kit	2				81.43	162.86
F-UFD-05-003	UFED 4PC HW Kit	2				743.08	1,486.16

SubTotal	USD 50,000.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 50,000.00

Comments:
FDLE Grant Quote

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.
- Freight Terms: FCA (NJ)
- Limited Warranty: Hardware:12 Months; Software:60 days; Touch Screen:30 days
- General: The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium: The following terms shall apply only to Cellebrite Premium at <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfinder: The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>
- Training Services: The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: The following terms apply to Cellebrite SaaS Services at <https://legal.cellebrite.com/SaaS.htm>
- Endpoint Mobile: The following terms apply to Cellebrite Endpoint Mobile at <https://legal.cellebrite.com/Endpoint-Mobile-Now.htm>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment.

***SALES TAX DISCLAIMER:** Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: _____

Signature: _____

Effective Date: _____

Name (Print): _____

Title: _____

Please sign and email to Tommy Smith at tommy.smith@cellebrite.com

Date: January 26, 2022

TO WHOM IT MAY CONCERN,

This letter is to confirm that Cellebrite DI Ltd., acting through its United States-based subsidiary, Cellebrite Inc., is the **sole manufacturer** and developer of the Universal Forensic Extraction Device (UFED) Mobile Forensics solution.

Cellebrite Inc., established in 1999 and based in Parsippany, NJ, is incorporated in the state of Delaware. Cellebrite Inc. supports customers and users in the US and Canada.

The UFED is a mobile forensics extraction, decoding, and analysis tool that extracts logical, file system, and physical data from mobile devices (i.e., smartphones, cell phones, tablets, GPS units, SIM cards, memory cards, drones and USB devices), including live and deleted data, contacts, phone numbers, call logs, text messages, SMS messages, app data (social network and other), location data, pictures, videos, and voice messages.

UFED technology provides digital forensic lab examiners, investigators, field personnel, and first responders with the capability to collect, protect and act decisively on mobile device data with the speed and accuracy a situation demands. Our competitive advantages include:

- **Large, Established User Community.** Since 2007, Cellebrite has deployed more than 40,000 UFEDs in 100+ countries to support law enforcement, intelligence services, border patrols, military forces, public safety agencies and commercial organizations.
- **Industry's Broadest Device & App Support.** Cellebrite has established collaborative business relationships with original equipment manufacturers (OEMs) and wireless carriers worldwide. These global partners send us more than 100 new handsets per month - most prior to actual consumer market release. This allows Cellebrite Mobile Forensics to develop mobile forensics support for new devices prior to our competition. We retain more than 8,000 mobile phones at our company headquarters for ongoing innovation and support.
- **Technology and Research and Development (R&D) Leadership.** Cellebrite provides the mobile forensic industry's most comprehensive Android, Apple iOS, Blackberry, and Windows Mobile support. Cellebrite has a staff of 250+ engineers—the most of any mobile forensics solution provider. We are committed to investing in the ongoing R&D to innovate around customer and market needs.
- **Best-in Class Training Ensures a Repeatable, Reproducible Mobile Forensics Process.** Open to all user levels, from beginners to advanced, Cellebrite certification training provides hands-on experience with Cellebrite products and applications, delivering the tools and knowledge required for evidence collection data analysis, searching, and reporting.
- **Physical and Full File System Extraction with Lock Bypass.** Cellebrite supports physical extraction while from more than 8,034 different device types, including Android (1000+ devices from Samsung, Huawei, LG, Motorola, and other vendors); Apple iOS; and Windows Phone (Nokia and Lumia). Cellebrite supports more than 8000 devices for full file system extraction including File-based- encryption devices up to the latest Samsung Flagships (S20, S21) and devices running Android 11 .
- **Forensically Sound Evidence Every Time.** Unlike competitors' "black box" third-party boot loaders, UFED uses custom-designed, read-only boot loaders, which ensure forensically sound file system and physical extractions

UFED technology includes capabilities that are exclusive to Cellebrite and not available from any other company.

Exclusive Android Capabilities

- Qualcomm live - The new capability extends access to the latest devices from vendors such as Xiaomi, OPPO, OnePlus, VIVO, Nokia, LG Motorola and others, running OS versions 7 up to 11. This is a generic full file system extraction for unlocked Qualcomm based Android devices across many vendors and up to the latest Android version, Android 11. including devices such as: S10, Note 10, Note 9, S9, Note 8, S8 , S20 and others.
- Support full file system extraction for Samsung Exynos devices including latest Flagships such as Samsung S20 and S21 running Android 11 (Industry first).
- Support for selective file system extraction to directly collect specific applications or files, which will save valuable time during investigations and will allow investigators to collect just what they need or allowed to, with minimal privacy intrusion.
- Support for an automated screen capturing process for Android devices. The fully automatic flow allows users to select specific chat conversation while defining specific time frames. The fully automated flow includes support for WhatsApp, Signal, Instagram and SnapChat applications.
- Decrypted physical extraction of data from Samsung Galaxy S6, Galaxy Note 5 and some Galaxy S7 devices
Decrypting EDL - Lock-bypassing decrypted physical extraction capability for Qualcomm Android devices. Widely supported chipsets: 8909, 8916, 8939, 8952, 8936, 8917, 8937, 8940 & 8953), including Huawei H1611, Xiaomi Mi 5, ZTE Z832 Sonata 3, ZTE Z956 Grand X 4, Xiaomi Redmi 4 Hot, Motorola XT1765 Moto E MetroPCS and ZTE Z981 ZMax Pro, including devices running the latest Qualcomm chipsets ().
- Physical extraction and unlocking capabilities for Samsung devices! Extended support to more than 100 Exynos and Qualcomm devices including: Galaxy S7 Edge, S7, S6 Edge, S6 Edge+, Note 5, A5 and J7 families.
- Automatically bypass locked Android devices with LockPick – lock bypass capability across a broader range of Android devices including Samsung flagship devices.
- An Industry First – Samsung Exynos Physical Bypass Solution – This unique capability enables unlock, full file system and physical extractions from popular Samsung devices with the Exynos processor. Supported devices include: SM-G930F Galaxy S7, SM-G935F Galaxy S7 Edge, SM-A520F Galaxy A5 2017 and SM-J730F Galaxy J7 Pro.
- Exclusive access to evidence from locked and encrypted low to mid-end Samsung devices with Qualcomm chipsets. The devices include: J3 (J327P, J327VL), J7 (J727V, J727P) & A9 (A9100, A9000). Chipsets include: 8917, 8937, 8953 & 8976.
- An industry-first new solution for removing screen lock on 64 LG Android Devices. Users can now disable and remove the screen lock to gain access to critical evidence from some of the most popular and advanced LG Android-OS devices including H870 G6, H820 G5, LM-X210MA, M210, MP260 and more.
- First-to-market access to 87 locked and encrypted Android devices running the latest MediaTek chipsets (6757,6755,6797,6735,6750,6737,6753,6580).
- Partial file system extraction while bypassing screen lock for 105 Android Samsung devices, including devices running on Android 6 OS
- Bootloader-based physical bypass extraction support for 48 of the toughest locked Qualcomm-based Android devices, and 33 Android devices using ADB method. This unique unlocking method supports devices based on the MSM8909, MSM8916, MSM8936, MSM8939, and MSM8952 chipsets from EDL (Emergency Download) mode. Supported Android devices include: HTC Desire: 510/620/826, Alcatel One Touch Pixi, Vivo X5/X7, Motorola XT1526 and XT1543.
- Exclusive Huawei Decrypting Bootloader Capability – New generic capability enables Lock-bypassing Physical and Full File System extractions for dozens of Huawei devices (including P10, Mate 10 and P9), equipped with HiSilicon Kirin chipsets from the following families: 92x, 93x, 95x, 96x.
- Lock Screen Removal (Disable User Lock) for 71 high/mid-tier Samsung Android devices. Supported devices include SM-G935T Galaxy S7 Edge, SM-J710FN Galaxy J7, SM-A700YD Galaxy A7 Duos and SM-A500W Galaxy A5
- New disable user lock capabilities have been added to 65 supported LG devices, including prepaid devices: L52VL Treasure, L15G Sunrise, LGL22C Power and LGL41C Ultimate 2

- Physical and file system ADB extractions for 51 Samsung Android devices, including SM-G935FD Galaxy S7 Edge, SM-G920T Galaxy S6 and SM-G930F Galaxy S7
- Built-in Android temporary root (granting extra permissions) for hundreds of Android devices
- Physical extraction while bypassing user lock on 140 LG devices, including the G3 and G4
- Bypass user screen lock for 137 Samsung devices, including the Galaxy S5, Tab and Galaxy Note 2, 3, and 4

Exclusive Apple (iOS) capabilities

- Full File system extraction from iPhone 5 – iPhone X. With a Built-in Solution Based on checkm8, examiners can take advantage of a first-to market solution. This solution allows users to quickly perform a forensically sound temporary jailbreak and full file system extraction within one streamlined workflow.
- Ability to take a screenshot automatically from the iOS device
- Decrypted physical extraction of data from Apple iPhones 4S, 5, 5c
- Full file system extraction of data from Apple devices (5/5c/6/6 plus)
- iOS unlocking support for Apple devices (4s/5/5c/6/6 plus) running iOS 8.x - 10.x, with no risk of a device wipe
- iOS unlocking support for Apple devices (5/5c/6/6 plus/7/7 plus/8/8 plus/x) running iOS 11.x, with no risk of a device wipe
- UFED User Lock Recovery Tool (iOS)

Exclusive Blackberry Capabilities

- BlackBerry 10 file system extraction, backup acquisition & decryption
- Physical extraction for unlocked BlackBerry 7xxx/8xxx/9xxx devices (including NAND and NOR memory)

Other Exclusive Capabilities

- Cellebrite offers the ability to manage all units and licenses using Cellebrite central management system, Cellebrite Commander. The solution can integrate with the central management platform that can oversee usage, permissions, SOPs, configurations, licensing, and SW updates.
- Document user actions and Incorporate Investigative Notes - As part of the digital data extraction and collection process, users can add notes, include observations or report any issues encountered during the process. This capability is an effective way to maintain an audit trail documenting actions and decisions taken along the way. In addition to user notes UFED can also include a customizable agency form (e.g. Consent form) to be used as part of the data collection process.
- Insights from installed apps - The solutions offer the ability to present, prior to the extraction process, a list of installed applications divided to categories with an overview for each application and highlight ones that could be relevant for criminal investigation.
- Dynamic profiles: The dynamic profiles mechanism enable to create on-the-fly profiles for phone models which were not formally approved in our lab. To keep you on track with the latest capabilities, the UFED solution suggests additional available methods based on our unique capabilities database. Users will see the new methods labelled Untested.
- Physical extraction with password bypass for Nokia Lumia Windows Phone 8 devices, including the Lumia 520, 820, 822, 920, 928, and 1020
- Physical extraction while bypassing user lock for 3 Nokia 105 devices: RM-1133, RM-1134 and RM-1135
- Physical extraction while bypassing user lock and decoding support for 37 Huawei devices (Hisilicon)
- Physical extraction and decoding support for the latest TomTom devices, including the Go 1000 Point Trading and 4CQ01 Go 2505 Mm
- Provide support matrix – what is supported using username and password / application token.
- Provide traces and changes document that describe what traces the extraction process might leave.
- Supports extracting a token from the subject device in addition to the user name and password option for several of data sources including; Facebook, WhatsApp, Twitter, Gmail, Google(Location History, My Activity, Photos,

Chrome, Calendar, Contacts, Drive, Bookmarks, Tasks), Mail (IMAP), Dropbox, iCloud(App, Calendar, Contacts, Drive, Photos, OneDrive, Notes, Reminder, Location), Instagram, VK, Telegram and more

Please feel free to contact Cellebrite with any questions.

Sincerely,



Hagit Reuven
VP, Sales Operations



BUDGET AMENDMENT REQUEST

Date 2/20/2024

NO. _____

INCREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001063 46431	General	Special Purpose Equipment	-	100,000	100,000
001 331361	General	US DOJ Grant - Reducing Violent Crime	61,795	50,000	111,795
001 331371	General	FDLE - SAFE Grant	-	50,000	50,000
					-
					-
					-
					-
					-

DECREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget

Explanation: Purchase of digital electrical extraction device from Cellebrite with funds allocated by
UDDOJ Reducing Violent Crime through Technology Grant and FDLE SAFE Grant.

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: 2/20/2024
RE: 2023 RAC Activity Pool Resurfacing Project Close Out

REQUEST:

The request before City Council is to review and consider for approval the attached deductive change order in the amount of (\$10,271.34) and the final pay request in the amount not to exceed \$97,166.16 Submitted by AuMiller Pools, LLC for the completion of the 2023 RAC Activity Pool Resurfacing Project.

DISCUSSION:

The scope of this project included the resurfacing of the Activity Pool at the Recreation and Aquatics Center. Typically pool resurfacing occurs eight to 12 years from the previous application. The original pool surface was constructed 15 years ago. The existing surface had become coarse over time and was in need of replacement. In addition, a number of items were included as part of the project. These included:

1. Replacement of existing tiles.
2. Replacement of existing inlet grates.
3. Replacement of existing outlet covers.
4. Rehabilitation of the existing fish slide.
5. Rehabilitation of the existing mushroom feature.

RECOMMENDATION:

Approval of the deductive change order and final pay request is recommended.

BUDGET/FISCAL IMPACT:

The funding to support this project has been budgeted in the City's FY 2023-2024 Capital Improvement Program.

ATTACHMENTS:

Description	Type
❑ Final Pay Request	Backup Material
❑ Deductive Change Order	Backup Material
❑ Photos	Backup Material

CITY OF NEW PORT RICHEY, FLORIDA
CONTRACTOR'S APPLICATION FOR PAYMENT

Gray Areas To Be Filled In By Contractor

Bid No. 23-016 Date 2/1/2024 Payment Number 2 final
 Application Period From 01/01/24 To 02/01/24
 Project Name RAC Activity Pool Resurfacing Project
 Account Number _____
 Owner: City of New Port Richey Phone No. (727) 841-4536
 Engineer: _____ Phone No. _____
 Contractor: AuMiller Pools, LLC Phone No. (407) 808-2660

Contract Data

Bids Received	<u>3/2/2023</u>	No. <u>1</u>	Date <u>2/1/2024</u>	Time _____	Amount <u>\$ (10,271.34)</u>
Contract Start Date	<u>8/9/2023</u>	No. _____	Date _____	Time _____	Amount _____
Notice to Proceed:	<u>8/9/2023</u>	No. _____	Date _____	Time _____	Amount _____
Calendar Days for Completion	<u>60</u>	No. _____	Date _____	Time _____	Amount _____
Original Completion Date	<u>10/8/2023</u>	No. _____	Date _____	Time _____	Amount _____
Days Extension to Date	_____				

Change Orders

No. <u>1</u>	Date <u>2/1/2024</u>	Time _____	Amount _____
No. _____	Date _____	Time _____	Amount _____
No. _____	Date _____	Time _____	Amount _____
No. _____	Date _____	Time _____	Amount _____
No. _____	Date _____	Time _____	Amount _____

New Completion date

Original Contract Amount	<u>\$ 177,500.00</u>
Adjustments to Date	<u>\$ (10,271.34)</u>
Revised Contract Amount	<u>\$ 167,228.66</u>
Percentage Complete (\$)	<u>94.21%</u>
Percentage Complete (Time)	<u>293.33%</u>
Percentage Complete (Work)	<u>100.00%</u>

Summary of Project Status

Total Work Completed	<u>\$ 167,228.66</u>
Material Stored on Site	<u>\$ -</u>
Total Earned to Date	<u>\$ 167,228.66</u>
Less Retainage <u>0%</u>	<u>\$ -</u>
Balance	<u>\$ 167,228.66</u>
Less Previous Payments	<u>\$ 70,062.50</u>
Amount Due this Period	<u>\$ 97,166.16</u>

CERTIFICATION OF CONTRACTOR

According to the best of knowledge and belief, I certify that this is a true and correct statement of work performed and materials delivered for the applications period stated above. I further certify that the Contractor has good title for all materials delivered under this Application for Payment, and there are no vendor liens, or other liens or rights to liens against this project, and that all previous payment requests received under this Contract have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment, and that hourly wages paid to all employees on this project for the period of this Application are in accordance with the requirements of the Contract Documents.

Submitted for Payment:

AUMILLER POOLS LLC
 (Contractor)
 By: William AuMiller
 (Signature)
 Name: WILLIAM AUMILLER
 (Print or type)
 Date: FEBRUARY 7, 2024

Recommended for Payment:

N/A
 (Design Professional)
 By: N/A
 (Signature)
 Name: N/A
 (Print or type)
 Date: N/A

Recommended for Payment:

City of New Port Richey
 (Project Manager)
 By: Martin Field
 (Signature)
 Name: Martin Field
 (Print or type)
 Date: 2-7-2024

Approved for Payment:

City of New Port Richey
 (Owner)
 By: Robert M. Rivera
 (Signature)
 Name: Robert M. Rivera
 (Print or type)
 Date: 02/07/2024

CONTRACT MODIFICATION
(FINAL CHANGE ORDER-DEDUCTIVE)

Contract Modification No.: 1

Date: 01/01/2024

Project Name: ITB 23-016 Activity Pool Resurfacing

Project No:23-016

Owner: City of New Port Richey, City Council

Contractor: AuMiller Pools ,LLC

Engineer:

This is a final Deductive Change Order to the Contract Amount and the Following Modifications to the Contract are hereby ordered:

Contract Amount

Original Contract Amount \$ 177,500.00
Previous Change Orders (Add/Deduct) \$ 0.00
This Change Order (Deduct) \$ (10,271.34)
Revised Contract Amount \$ 167,228.66

Contract Time (Cal. Days)

Original Duration 120 Days
Previous Change Orders (Add) 0 Days
This Change Orders (Add) 0 Days
Revised Contract Time 0 Days

The Final Contract Completion Date is:

February 1, 2024

Contractor's Certification

By executing this Change Order , the contractor acknowledges and agrees that the stipulated price and/or time adjustment includes the costs and delays for all work contained in the Change order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-effected work under this contract. Signing of the Change order constitutes full changes and constitutes full and mutual accord and satisfaction for the adjustment in contract price or time as a result of increases or decreases in costs and time or performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the contract documents.

Recommended By:

Engineer N/A

By:

Title

Date

Public Works Director

By:

Date:

Contractor AuMiller Pools

By:

Title President

Date: February 7, 2024

Project Manager/Inspector

By:

Date: 2-7-2024









NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Robert M. Rivera, Public Works Director
DATE: 2/20/2024
RE: Frances Ave. Park Boardwalk Project – Engineering Services Task Order No. 24-001

REQUEST:

The request of staff for City Council is to review and consider for approval Task Order No. 24-001 from Ayres Associates, Inc. for engineering services in the amount not to exceed \$92,995 for the proposed 2024 Frances Ave. Park Boardwalk Project design, bidding, and construction phases.

DISCUSSION:

As City Council is aware, the Frances Ave. Park is located south of Louisiana Ave. and east of Madison St. bordered by the river to the east. The project includes the construction of a boardwalk along the park's river's edge from the north boundary of the park south to the existing kayak launch and sidewalks are proposed to connect the existing sidewalks in the park to the constructed boardwalk. In addition, decorative lighting fixtures, and benches, irrigation and landscape elements are included. Finally, several ADA compliant playground equipment structures will be installed in the existing playground area.

RECOMMENDATION:

Approval of the task order is recommended.

BUDGET/FISCAL IMPACT:

Funding is identified as Penny for Pasco Tax Dollars.

ATTACHMENTS:

Description	Type
□ Task Order	Backup Material

February 9, 2024

Mr. Robert Rivera
City of New Port Richey
6132 Pine Hill Road
Port Richey, FL 34668

RE: Task Order No. 24-001 - Engineering Services Proposal
Frances Avenue Park Improvements - Phase II Boardwalk
Preliminary Investigations, Design Development, Permitting, and Bid/Construction Phase Services

Mr. Rivera:

Thank you for the opportunity to submit this proposal for professional services associated with the Phase II improvements at Frances Avenue Park. This letter presents our proposed scope of services, time schedule, and fee. The park is located at 5580 Frances Park Avenue in New Port Richey, Section 09, Township 26 South, Range 16 East, Pasco County, Florida.

Project Description

The City of New Port Richey (OWNER) desires to construct a boardwalk on the east side of the park along the river's edge from the northside south near the existing kayak launch. Additional elements to this project include sidewalk connections, lighting, benches, trash receptacles, irrigation, and landscaping.

The below Task summary and Scope of Services are offered to meet the intent of the project:

Scope of Services

Task 1: Project Management and Meetings

Ayres Associates (CONSULTANT) will perform project management throughout the preliminary investigations, design development, permitting, and bid/construction phase effort. The professional services shall include the management of the CONSULTANT's project staff, attendance at meetings, preparation of miscellaneous project management correspondence and documents, and coordination of the activities of all project team members and stakeholders.

Project management, preliminary investigation, and progress reporting documents shall be provided electronically in PDF format.

Task 2: Boundary, Topographic, and Hydrographic Survey

A boundary survey of the entire park parcel & a topographic survey of the area outlined in red on Exhibit B and as located in Pasco County, FL, will be prepared and will fully comply with the requirements of Chapter SJ-17 of the Florida Administrative Code. Elevations will be obtained on an approximate 50' grid and at all grade breaks extending 50' past the eastern property line and to the centerline of Frances Avenue and Louisiana Avenue. All permanent above ground improvements and visible signs of utilities will be located. Inverts of accessible structures will be obtained. This task does not include any excavation to verify the existence or location of utilities. Any jurisdictional areas on the property will be located after they have been delineated. All trees will be located that are 4" in diameter or greater on the subject property outside of any jurisdictional areas. Elevations of the Pithlachascotee River will be obtained along the southern boundary line of the property.

OWNER shall provide current title commitments, so that any existing easements are shown on the final survey.

The survey drawing(s) will be provided electronically in PDF and DWG format.

All work will be performed in accordance with the standards of practice outlined in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Task 3: Geotechnical Study

The purpose of a geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- Design capacities for timber piles for the boardwalk.
- General geotechnical recommendations for the proposed construction.
- Recommended design soil parameters for the boardwalk.

The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Perform a total of 3 Standard Penetration Test (SPT) borings to a depth of 35 feet at the project site. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter.
- Perform driven pile analysis for timber piles (axial, uplift, lateral) based on loading information provided by the client.
- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

The boring locations will be staked/marked, and a utility locates request will be submitted to Sunshine811.

Please note that samples will be retained for 90 days after the date of the report and then disposed, unless other arrangements have been made.

Task 4: Environmental Services

This task includes providing data required for state and federal environmental permitting, necessary to construct a boardwalk and park improvements along the Pithlachascotee River.

Environmental Assessment & Formal Wetland Delineation

- A site visit will be conducted to perform an updated environmental assessment of the parcel, including identification of sensitive environmental features such as protected species habitats, wetlands, and surface waters.

- The jurisdictional wetland boundary will be delineated in accordance with the Florida Department of Environmental Protection (FDEP) wetland criteria as set forth by Chapter 62- 340, F.A.C., and based on field indicators including hydrophytic vegetation, hydric soils, and hydrologic indicators.

Pre-application Meetings & Agency Coordination

- Preparation of a 'Pre-Application Meeting' letter request for the FDEP and USACE to determine specific permits required for installation of a Boardwalk on the tidally influenced Pithlachascotee River. Attending pre-application conference calls with state and federal agencies to identify any potential issues and/or limitations for the proposed improvements.

FDEP State 404 Individual Application

Preparation of a Statewide Environmental Resource Permit (SWERP) application to be submitted to FDEP, including project drawings.

- Preparation and submittal of the State 404 application, which will include Part I; an environmental narrative with descriptions of on-site habitats, wetlands, surface waters, as well as threatened and endangered species information.
- Preparation of Figures (Location, Land Use, Wetlands, Soils, USGS Topographic and Wildlife) associated with the environmental considerations.
- Preparation of application forms including Sections A (Individual SWERP), C (Works in Wetlands), Section D (Boardwalk), and Section I (State 404 Program).
- Coordination with FDEP regarding the boardwalk and Sovereign Submerged Lands (SSL), and preparation of Section F (if required) Authorization to Use State-Owned Submerged Lands.
- Data for Section K of Form 62-330.402(1), which will require prepared drawings of the approved wetland boundaries and the proposed wetland impacts will be provided. The "Information Required for a WOTUS Determination in State-Assumed Waters", including listed maps and attachments, will also be compiled and submitted as applicable:
 - A. Summary of Findings
 - B. Section 404 Jurisdiction Determination Tables
 - C. Adjacent Waters and Excluded Features Summary Tables
 - D. Supporting Data Resources Compilation including but not limited to a wetland survey, historical aerial photos, site photos, NRCS soils map, USFWS NWI map, USGS topographic, and NHD maps.
- Preparation of descriptions to address the Conditions of Issuance and Public Interest Review and data to address responses from Florida Fish and Wildlife Conservation Commission, State Historic Preservation Office, and U.S. Fish and Wildlife Service.
- A Public Notice is required for a 404 Individual, and will include: applicant information, adjacent property owners, necessary drawings, project description and potential mitigation. Preparation and submission pre-addressed labels for each adjoining property owner within 500-feet of the project area, which will be used by the FDEP to send the public notice. This will include providing a #10 size envelope stamped with one, US Postal Service first-class forever stamp along with the public notice documentation. [Pursuant to 62-331.060(1)(c), F.A.C.].

FDEP RAI and Project Coordination

- Preparation and submission of reasonable requests for additional information (RAI) from the FDEP review comments, including coordination with FDEP staff and

the project engineer regarding project details related to the issuance of the State 404 Certification.

- A site-visit with the FDEP will be conducted to verify the wetland boundary and collect hydrology, vegetation, and soils data required for Wetland Data form completion.

U.S. Army Corps of Engineers (USACE)

USACE jurisdiction will include activities conducted within the Pithlachascotee River. The USACE authorizes a State General Programmatic Permit (SPGP-VI) in agreements with the FDEP according to Chapter 62-330, F.A.C for "minor works" located within waters of the U.S., including navigable waters (i.e., Cotee River). The USACE will require the appropriate SSL documentation to be submitted with the permit application prior to permit issuance.

- Preparation and submission of documentation required for the SPGP VI application, which will include coordination with FDEP. The appropriate "Project Design Criteria Checklist for the USACE Jacksonville District's Programmatic Biological Opinion Summary Checklist", specifically for the boardwalk, will be completed and submitted electronically.
- Due to the proposed location of the boardwalk, a preliminary Submerged Aquatic Vegetation/Emergent Marsh Habitat River survey will be conducted. If SAV is present a detailed SAV survey can only be performed between June 1 and September 30 of each year.
- Prior to and following completion of construction, notifications forms will need to be prepared and submitted to the USACE including the 'Commencement Notification' within 10 days prior to initiating the work authorized and a 'Self-Certification Statement of Compliance' acknowledging completion of construction within 60 days.

**NOTE: If a Formal Detailed SAV survey and reporting is required, a separate proposal will be required and submitted at a later date.*

USACE RAI and Project Coordination

- Preparation and submission of reasonable requests for additional information (RAI) from the USACE review comments, including coordination with USACE and FDEP staff and the project engineer regarding project details related to the issuance of the SPGP VI permit.

Task 5:

Design Development and Permitting

The CONSULTANT will prepare construction drawings for the boardwalk and associated site improvements and will submit at the 50-percent and 100-percent design stages. The boardwalk will be designed in accordance with the Florida Building Code and the Americans with Disabilities Act.

The final construction drawings will be signed and sealed by a professional engineer licensed in the State of Florida and provided electronically in PDF format. An estimate of probable construction cost will be prepared and submitted at each design stage.

The CONSULTANT will prepare a general permit letter and supporting documents to the Southwest Florida Water Management District (SWFWMD) and US Army Corp of Engineers (USACE). Requests for Information (RAIs) will be responded to as necessary.

The CONSULTANT will provide responses to permitting Requests for Information (RFI). The final permit application and associated exhibits will be provided electronically in PDF format.

Task 6: Specifications

The CONSULTANT shall provide technical specifications as necessary for all structural design elements. These may be provided as separate WORD documents or included in the plan sheets, as appropriate.

Task 7: Bid Phase Support and Limited Construction Services

The CONSULTANT will prepare a solicitation package (Invitation to Bid) to request construction bids for the proposed boardwalk. The solicitation will comprise of the following items:

- Cover Page
- Table of Contents
- Bid Requirements
- Instructions to Bidders
- Bid Form
- Bid/Performance Bonds
- Construction Contract
- Terms and Conditions of the Construction Contract
- Construction Drawings

The CONSULTANT will attend a pre-bid meeting and address contractor RFIs during the bid phase. The construction bids received will be evaluated for conformance with the contract documents and a recommendation of award will be offered.

Limited construction oversight and observation will be provided during the course of the construction activities. The following services shall be provided:

- Perform a final field review/walkthrough
- Shop Drawing/Submittal Review

Contractor pay applications will be reviewed and the presented pay quantities shall be confirmed. Requests for information during the course of construction shall be responded to and documented.

Additional Services

The CONSULTANT may request additional services to be provided upon mutually agreeable terms.

General Understandings and Excluded Services

The Professional Services that Ayres will provide under this Proposal/Agreement include, and are limited to, those described in the Scope of Services. All other services, including those listed below, are specifically excluded.

- Payment of Permit Fees
- Planning Services
- Storm system Design
- Subsurface Utility Engineering (SUE)
- Preparation of Grant Applications
- Public Meetings and/or Presentations
- Full time construction observation

Time Schedule

Ayres Associates will commence its work upon receipt of a Notice to Proceed and execute its work diligently through completion.

Fee

Ayres Associates will perform the Scope of Services above for the following lump sum fee:

Task	Description	Fee
1	Project Management and Meetings	\$7,490.00
2	Boundary, Topographic, and Hydrographic Survey	\$9,500.00
3	Geotechnical Study	\$9,000.00
4	Environmental Services	\$11,675.00
5	Design Development and Permitting	\$40,890.00
6	Specifications	\$2,450.00
7	Bid Phase Support and Limited Construction Services	\$11,990.00
	TOTAL	\$92,995.00

If the above scope and fee are acceptable, please feel free to issue a Work Order under our Annual Services agreement.

Proposed by Consultant:
Ayres Associates Inc.

Hisham Sunna, PhD, PE
Manager

TASK ORDER NO. 24-001
2024 FRANCES AVENUE PARK IMPROVEMENTS
PHASE II BOARDWALK
AYRES ASSOCIATES INC

A. SCOPE OF SERVICES - The City of New Port Richey (CITY) hereby authorizes the firm of Ayres Associates Inc (ENGINEER) to perform the specific services summarized in the attached statement entitled TASK ORDER NO. 24-001, ENGINEERING SERVICES PROPOSAL.

B. TIME OF COMPLETION - Work under this Authorization will begin upon Notice to Proceed from the CITY and will be completed within the schedule presented on the attached statement entitled TASK ORDER NO. 24-001, ENGINEERING SERVICES PROPOSAL.

C. KEY PERSONNEL - The ENGINEER has appointed Project Manager Mr. Matthew R. Ivie, P.E., as the single point of contact to coordinate with the CITY for this task order. Mr. Ivie has the authority to transmit instructions, receive information, interpret, and deliver decisions, etc. Key personnel assigned to the project by the ENGINEER shall not be removed from the project without the prior written approval of the CITY.

D. COMPENSATION - Engineering Services fees for this authorization will be lump sum in accordance with the GENERAL UTILITY ENGINEERING, WATER-RESOURCE & ENVIRONMENTAL CONTINUING SERVICES (GUE&WR&EC) AGREEMENT with the CITY, dated October 5, 2023.

E. ACCEPTANCE - By signature hereon, the parties each accept the provisions of this TASK ORDER NO. 24-001 and authorize the CONSULTANT to proceed at the direction of the CITY's representative, in accordance with the ENGINEERING SERVICES PROPOSAL.

Witness:

AYRES ASSOCIATES INC

Subrata Bandy, PE, Vice President

Date

Attest:

CITY OF NEW PORT RICHEY, FLORIDA

Mayor

Date



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Robert M. Rivera, Public Works Director
DATE: 2/20/2024
RE: Rejection of Bids for ITB24-005 WWTP Oxidation Ditch #3

REQUEST:

Staff request that City Council reject all ITB24-005 bids and allow staff to re-bid the ITB.

DISCUSSION:

On January 12, 2024, four competitive sealed bids were opened by the city. The bids ranged from a low of \$269,000 to a high of \$760,605. Subsequent to staff review of bid submissions and discussions with bidders, it was determined that there was confusion among the bidders with the ITB. The low bidder did not include the tank concrete sealant application process and several of the other bidders did not realize they were able to submit equal or better materials and products other than what was called out in the ITB.

The project bid items included the process of protecting interior walls, rebuilding interior construction joints, 24" Ductile Iron pipe and fittings inside the tank rehabilitation, surface preparation, sealant preparation, and product application for sealing tank, pipe protection, and construction seams from leaks and concrete and steel corrosion protection.

Due to the complexity of the project staff would like to proceed with the rejection of bids and rebid the project in an effort to reduce the wide disparity of bid amounts, and encourage a reduction in the higher three bids due to a better understanding of the project scope.

RECOMMENDATION:

Rejection of bids and the re-bidding of the ITB are recommended.

BUDGET/FISCAL IMPACT:

The rejection of the bids does not have a budget/fiscal impact at this time.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Bid Tabulation	Backup Material



TO: Debbie L. Manns, City Manager
FROM: Judy Meyers, City Clerk
CC: Robert Rivera, Public Works Director
Kate Wendt, Sr. Administrative Assistant
DATE: January 12, 2024
RE: Bid Opening: ITB24-005 Oxidation Ditch #3 Construction Joint Replacement and Wall Coating Sealant

Bids for ITB24-005 Oxidation Ditch #3 Construction Joint Replacement and Wall Coating Sealant were received by 2:00 p.m. on Thursday, January 11, 2024. The bid opening took place on Friday, January 12, 2024 at 2:00 p.m. in City Hall Council Chambers.

Present were Sr. Administrative Assistant Kate Wendt, WWTP/Reclaimed Water Facilities Operation Manager Joseph Palazzolo and City Clerk Judy Meyers.

Bids were announced and opened from the following entities:

BIDDERS	BID
Ketom Construction Company dba Southern Preservation Systems 3735 Harrison Rd., Suite 100 Loganville, GA 30052	\$588,630
Premier Coating Solutions 609 N. 19 th St. Tampa, FL 33605	\$760,605
Razorback LLC 177 Anclote Rd. Tarpon Springs, FL 34689	\$269,000
Southern Road & Bridge LLC 715 Wesley Ave. Tarpon Springs, FL 34689	\$373,500

The apparent low bidder was Razorback LLC with a bid of \$269,000. The bid opening concluded at 2:04 p.m.



BID ITEM: Oxidation Ditch #3 Construction Joint Replacement and Wall
Coating Sealant
BID NUMBER: ITB24-005
BID OPENING: January 12, 2024 at 2:00 p.m., City Council Chambers
DEPARTMENT: Public Works

NUMBER OF BIDS: 4

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE
Ketom Construction Company dba Southern Preservation Systems 3735 Harrison Rd., Suite 100 Loganville, GA 30052	\$588,630	✓	✓	✓
Premier Coating Solutions 609 N. 19 th St. Tampa, FL 33605	\$760,605	✓	✓	✓
Razorback LLC 177 Anclothe Rd. Tarpon Springs, FL 34689	\$269,000	✓	✓	✓
Southern Road & Bridge LLC 715 Wesley Ave. Tarpon Springs, FL 34689	\$373,500	✓	✓	✓

Only offers received timely as of the deadline for receipt of bid are accepted. All others submitted in response to this solicitation, if any, are hereby rejected as late.

WITNESSED BY:



