



CITY COUNCIL REGULAR MEETING
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
May 21, 2024
6:00 PM

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

AGENDA

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

ORDER OF
BUSINESS

1. Call to Order – Roll Call
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of May 7, 2024 Regular Meeting Minutes Page 3
5. Legislative Session Update by The Southern Group
6. Proclamation - National Cities, Towns and Villages Month (By Title Only) Page 9
7. Vox Pop for Items Not Listed on the Agenda or Listed on Consent Agenda
 - a. Speakers must identify themselves prior to speaking by stating their name and full address for the record. Speakers shall address the City Council as a whole and refrain from addressing individual members of the City Council or the City staff. Speakers shall afford the utmost courtesy to the City Council, to City employees, and to the public, and shall refrain at all times, from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.
8. Consent Agenda

- a. Budget Amendment Page 10
- b. Purchases/Payments for City Council Approval Page 21

9. Public Reading of Ordinances

- a. First Reading, Ordinance No. 2024-2297: Sale of Surplus Property RE: 5306 Dartmouth Avenue Page 23
- b. First Reading, Ordinance No. 2024-2298: Sale of Surplus Property RE: 5214 Idlewild Street Page 49
- c. First Reading, Ordinance No. 2024-2299: Sale of Surplus Property RE: 5824 Louisiana Avenue Page 75
- d. First Reading, Ordinance No. 2024-2300: Sale of Surplus Property RE: 7440 US Hwy 19 Page 101

10. Business Items

- a. WWTP Sand Filter Tank No. 2 Expansion Joint Restoration Project Close Out Page 133
- b. Parks and Recreation Annual Summer Membership Sale Page 150

11. Communications

12. 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: 5/21/2024
RE: Approval of May 7, 2024 Regular Meeting Minutes

REQUEST:

The request is for City Council to approve the minutes from the May 7, 2024 regular meeting.

DISCUSSION:

City Council met for their regularly scheduled meeting on May 7, 2024. The minutes from that meeting are attached for Council's review and approval.

RECOMMENDATION:

Staff recommends that City Council approve the minutes from the May 7, 2024 regular meeting as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
May 7, 2024 Regular Meeting Minutes	Backup Material



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

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

May 7, 2024
6:00 PM

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

ORDER OF
BUSINESS

1. Call to Order – Roll Call

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

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

2 Pledge of Allegiance

3 Moment of Silence

4 Approval of April 16, 2024 Regular Meeting Minutes

Motion was made to approve the minutes as presented.

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

5 Oath of Office - Matt Murphy

6 Appointment of Deputy Mayor

Councilman Altman made a motion to appoint Councilwoman Kelly Mothershead to serve as Deputy Mayor. Motion seconded by Councilman Matt Murphy. Motion passed. 5-0.

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

Butler, Davis, Mothershead, Murphy

- 7 Citizens Academy Graduation
- 8 Proclamation - Municipal Clerks Week
- 9 Proclamation - Day Of Remembrance
- 10 Proclamation - Police Week and Peace Officers Memorial Day
- 11 Utility System Overview Presentation

Assistant Public Works Director Colin Eichenmuller presented the Utility System overview.

- 12 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:

- Donald Cadle, 6820 River Rd., NPR spoke regarding boat traffic on the river and better signage for manatees.
- Judith Allen, 5940 Grand Blvd., NPR spoke regarding her code violation for her dead tree and the CDBG grant.
- Ronald Becker, 6822 Grand Blvd., NPR spoke regarding the Day of Remembrance proclamation.
- Marlowe Jones, 6141 Pine Hill Rd., PR spoke about his acquittal last year.
- Shinikki Whiting, 5755 Indiana Ave., NPR spoke about Councilman Murphy.
- Kate Spurloch, Asst. State Attorney, introduced herself as she is a candidate for judge.

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.

- 13 Consent Agenda

Motion was made to accept the consent agenda.

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

- a Purchases/Payments for City Council Approval

- 14 Public Reading of Ordinances

- a Second Reading, Ordinance No. 2024-2287: Amending Section 10.06 of the City Charter RE: Corporate Boundaries

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a second and final reading of an ordinance to amend Section 10.06 of the City Charter pertaining to the boundaries of the city and providing for revised city boundaries. She stated there have been 9 annexations since 2005. This ordinance will bring the legal description of the city up to date as several annexations have occurred since 2005. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its second and final reading.

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

15 Business Items

a Request for Approval of Extended "Wet Zone" for Taste of New Port Richey Event

City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to approve an application submitted by NPRMS for an extended "wet zone" for the Taste of New Port Richey event on May 16, 2024. He stated that the event is scheduled from 5:00pm to 10:00pm and will span the areas identified in the site map included in the application packet. The Taste of New Port Richey event does not plan to sell beer and wine and only requests to establish a "wet-zone" so that attendees can consume alcohol while attending the Taste of New Port Richey event. 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 Kelly Mothershead and seconded by Bertell Butler. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

b ITB24-016 Grand Blvd. Multi-Use Path (MUP) Phase 1 Project Bid Award

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated the purpose of this agenda item was to approve the bid submitted by Augustine Construction in the amount not to exceed \$1,733,106.56 for the 2023 Grand Blvd. MUP Phase 1. This phase will connect with the City's existing path on Marine Parkway and head north to Gulf Dr. Design elements include the asphalt milling and the paving of the existing roadway surface. The construction of a 10' wide concrete path, decorative street lighting, landscape and irrigation areas that will include trees, shrubs, and ground cover. Finally, stormwater improvements will be installed along the MUP to improve current drainage activity. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

c 2022 Main Street Sidewalk Project Change Order No. 1

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated the purpose of this agenda item was to approve Change Order No. 1 in the amount not to exceed \$197,153.03 submitted by SC Signature Construction, Inc. for the 2022 Main Street Sidewalk Project. The change order includes the construction of approximately 2,730 linear feet of five (5') feet wide sidewalk, the striping of six (6) pedestrian crosswalks, and the installation of approximately 1,288 square yards of Bahia sod in the southern area of the Heights neighborhood south of Marine Parkway and approximately 170 linear feet of five (5') feet wide sidewalk on the north side of Main Street between River Road and the Main Street Bridge. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

d Resolution No. 2024-07: Re-Appointment of Members to Florida Small Cities CDBG Citizen's Advisory Task Force

City Attorney Driscoll read the proposed resolution by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to re-appoint five (5) members to the Florida Small Cities Community Development Block Grant (CDBG) Program Citizen's Advisory Task Force (CATF). She stated that on January 15, 2019, the City Council created the CDBG CATF and duly appointed six members to serve. City Council then re-appointed six members to the CATF via

Resolution No. 2020-11 on April 7, 2020 for a term of three years. As the terms have expired, it is necessary to re-appoint at least five new members to the CATF. The proposed five new members are as follows:

1. Stephen Blanchard Sr., 5100 Providence Circle #4, Income-restricted
2. Tammy Pumphrey, 5823 Delaware Ave, Income-restricted
3. John B. Martin, 60309 Oak Ridge Ave, Income-restricted
4. Dora Cantwell, 5829 Delaware Ave, Non-Income-restricted
5. Jeff Olds, 7341 Jasmin Drive, City Employee, Non-income restricted

Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

e Consideration of Appointments to Intergovernmental Committees

Motion was made by Councilman Altman to make the representatives as follows:

- Pasco County Metropolitan Planning Organization - Matt Murphy with the alternate being Bertell Butler, IV
- Pasco County Tourist Development Council - Kelly Mothershead
- Suncoast League of Cities - Bertell Butler, IV
- Tampa Bay Regional Planning Council - Peter Altman
- Tampa Bay Water - Chopper Davis

Motion seconded by Deputy Mayor Mothershead. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

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

16 Communications

Deputy Mayor Mothershead spoke regarding helping some of our struggling businesses and directional signs to help locate businesses in the downtown area. She stated she agreed with Dr. Cadle's comments about the traffic on the river. Councilman Altman stated we are looking forward to the new boat ramp area out on US 19. Councilman Butler asked if the police boat goes out regularly. City Manager Manns stated it does go out on a schedule. Mayor Davis suggested putting uniformed signs on docks. Mr. Rivera stated that we do provide signs. Councilman Murphy stated that manatees do not have much place to go during low tide. Deputy Mayor Mothershead thanked Shinikki Whiting for reaching out to her for Narcan. Councilman Murphy thanked the citizens for his re-election. He stated there is a MPO Board meeting this Thursday and they will be going over several projects some of which are in the city. Councilman Altman stated the overpass project may be a CRA project. He spoke regarding the coast-to-coast trail and what it could do for our area. He stated ecotourism is the top of the line right now. He stated our city deserves to be part of the trail. Councilman Altman spoke regarding Mrs. deChant's letter regarding the LDRB. He spoke regarding the sign at the cigar bar. He is sympathetic to assist in any way we can. He is going to the resiliency summit later this week. Councilman Butler spoke regarding Mrs. deChant's letter. He also spoke about board applications and the process. He also spoke the Patriot Stogies sign and the ordinance. He also spoke about changes to the mural ordinance. Councilman Butler spoke about clarifying questions. Mayor Davis spoke regarding displaying maps. City Manager Manns stated she wanted to correct the record regarding the CDBG grant and she stated we have not lost money and we have activated the task force in order to administer the program and that Ms. Allen is number one on the list for help.

17 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:10 p.m.

(signed) _____
Judy Meyers, CMC, City Clerk

Approved: _____ (date)

Initialed: _____



Office of the Mayor
City Of New Port Richey
Proclamation

WHEREAS, the National League of Cities was founded in 1924 in Lawrence, Kansas, as the American Municipal Association by state municipal leagues seeking more coordination and national representation as cities, towns, and villages expanded rapidly; and

WHEREAS, the nonpartisan National League of Cities is the oldest and largest organization representing the interests of more than 19,000 cities, towns, and villages across the country; and

WHEREAS TODAY, the National League of Cities works in partnership with 49 state municipal leagues across the country to strengthen local leadership, drive innovation, and influence the federal policies that impact local programs and operations; and

WHEREAS, local governments are the bedrock of American democracy, providing 336 million residents with the most accountable, responsive, inclusive, ethical, and transparent government in the world; and

WHEREAS, The City of New Port Richey was first incorporated in 1924 and is proudly served today by The City Council, consisting of five members, one of whom serves as Mayor and one of whom serves as Deputy Mayor; and

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

*National Cities, Towns, and
Villages Month*

In celebration of America's local governments and the National League of Cities' historic centennial anniversary.



*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: 5/21/2024
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 \$6,800 for mill work completed in the Council Chamber, recognition of donations from Friends of the Library and members of the Library Advisory Board for costs related to the NPR Film Festival Programming and Contest, and use of Library State Aid Grant funds for the branding and implementation of the Library's webpage

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 transfers which results in a net increase to the General Fund Operating Budget of \$8,490.

ATTACHMENTS:

Description	Type
□ Budget Amendment & Support	Backup Material



BUDGET AMENDMENT REQUEST

Date 5/21/2024

NO. _____

INCREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001106 46399	Facilities Maint	Improv Other Than Bldg - Misc	45,000	6,800	51,800
001051 45296	General	Misc Program Costs	18,500	490	18,990
001 366930	General	Contributions - Library	-	490	490
001051 46418	General	Software	-	8,000	8,000
001 334510	General	State Aid to Libraries	18,790	8,000	26,790
					-
					-
					-

DECREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001106 43499	Facilities Maint	Contractual Svcs - Misc	70,000	6,800	63,200

Explanation: transfer funds for expenditures related to updates to the City Council Chamber,
account for donations received for costs related to NPR Library's Film Festival Programming and Contest, and
use of Library State Aid Grant funds for branding and implementation of the Library's webpage.

Requested By: Crystal Dunn
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: _____



Custom Cabinets Inc.
39062 US Hwy 19
Tarpon Springs, FL 34689
Tel (727) 420-0852
Fax (727) 942-7837
Email: Eurotechcabinets@verizon.net

City Hall of New Port Richey
5919 Main St.
New Port Richey Fl. 34652
Contact: Derek Silver - Construction Project Manager

3/1/2024

Council Chambers Mill Work Invoice #30124:

Description:

We will fabricate and install 4 doors (2 pairs) approximately 22" wide x 50" in height made solids Maple wood framing and 3/8" thick bendy plywood covered with formica.

We will fabricate and install 6 solid Oak wood trim pieces on each end with additional trim moldings to complete the trim design. Trim moldings will be approximately 48" wide x 4" in height.

All of the solid Oak trim will be finished with clear polyurethane semi-gloss finish to match the existing woodwork.

Hardware:

The hinges to be used will be self-closing hinges 2 per door (8 hinges total) brushed nickel finish.

Total/Payments:

3/1/2024 Mill work has been installed and completed.

Total due: \$6,800.00

Please Mail check to:
Eurotech Designs
2112 Tarragon Lane
New Port Richey Fl. 34655

X 
Eurotech Designs Owner:
George Hatziantoniou

X _____
Customer:
City of New Port Richey Public Works

* Thank you for your Business *

NEW PORT RICHEY FILM FESTIVAL

SPONSORSHIP PROPOSAL

ADULTS

First Place: \$400
Second Place: \$200
Third Place: \$100
Total: \$700

TEENS

Ages 13-17
First Place: \$200
Second Place: \$100
Third Place: \$50
Total: \$350

YOUTH

Ages 12 and Under
First Place: \$100
Second Place: \$50
Third Place: \$25
Total: \$175

Help us launch New Port Richey's first film festival!

The New Port Richey Public Library is seeking sponsors for our Summer Film Festival. The festival will celebrate the city's upcoming centennial, with films exploring New Port Richey's past, present, and future.

Marquee sponsors will be featured in all of the advertising for the festival, both online and on print collateral. They will also have prize categories named in their honor. All sponsors will be highlighted during our awards ceremony at the Richey Suncoast Theatre on Sat, Aug. 3.

We also need assistance with the following:

- Trophies and swag bags
- TV, radio, print and social media advertisements
- Volunteer instructors for our video production camps
- Equipment for video production camps (cameras, lighting, props, etc.)

For more information, please contact Tomás Monzón at monzont@cityofnewportriches.org



NEW PORT RICHEY
PUBLIC LIBRARY

Granicus Proposal for New Port Richey, FL

ORDER DETAILS

Prepared By: Erin Chmielowski
Phone:
Email: erin.chmielowski@granicus.com
Order #: Q-351127
Prepared On: 06 May 2024
Expires On: 26 Apr 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Granicus Web - Intranet-Specialty services pack - Branded Subsite	Milestones - 40/30/30	1 Each	\$5,000.00
SUBTOTAL:			\$5,000.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
OpenCities Subsite License	Annual	1 Each	\$1,500.00
SUBTOTAL:			\$1,500.00

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
OpenCities Subsite License	\$1,605.00	\$1,717.35	\$1,837.56	\$1,966.19
SUBTOTAL:	\$1,605.00	\$1,717.35	\$1,837.56	\$1,966.19

PRODUCT DESCRIPTIONS

Solution	Description
<p>Granicus Web - Intranet-Specialty services pack - Branded Subsite</p>	<p>Branded subsites allow a department or organization to customize their pages with a unique color scheme and branding utilizing the framework of the main site.</p> <p>This package includes:</p> <ul style="list-style-type: none"> • Landing page – a carbon copy of the main website homepage layout and functionality • Unique design theme, including color palette for landing and interior pages • Development/CMS Implementation • Ability to refine homepage content via CMS widget settings • Individual navigation structure • Individual domain name • Individual search capabilities

Solution	Description
OpenCities Subsite License	<p>This License is for a single subsite to be installed with an instance of OpenCities. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more.</p> <p>Using our Subsite functionality, clients can create and manage subsites without the need to engage in custom web development. Using the site wizard, you can select what functions and layout needs you have for the site, set up publishers and permissions, and start entering content within a matter of days. Create and implement a visual theme in-house or partner with Granicus to deliver one for you.</p> <ul style="list-style-type: none"> • Use the full power of OpenCities modules to create functionally rich subsites • Reduce maintenance costs • All sites benefit from ongoing Accessibility, Browser, Device and UI updates • Easily share content such as events in between sites, even if each site looks different • Setup password protected sites to deliver secure information to authenticated users. • Subsites are supported under the same terms as the main site, with the same SLA and support and maintenance agreements. • Does not include implementation services

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-351127 dated 06 May 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of New Port Richey, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Billing Frequency Notes (Milestones - 40/30/30): An initial payment equal to 40% of the total; a payment equal to 30% of the total upon homepage design approval, and; a payment equal to 30% of the total upon go-live.

BILLING INFORMATION

Billing Contact:	Andrea Figart	Purchase Order Required?	<input checked="" type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:	5939 Main Street New Port Richey, FL 34652	PO Number: If PO required	
Billing Email:	FigartA@CityofNewPortRichey.org	Billing Phone:	727-853-1263

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-351127 dated 06 May 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

New Port Richey, FL	
Signature:	Andrea Figart
Name:	Andrea Figart
Title:	Library Director
Date:	5-7-2024



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Crystal M. Dunn, Finance Director
DATE: 5/21/2024
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

Augustine Construction, Inc. Main St. Signature Entry Feature	\$209,877.30
SC Signature Construction Main Street Sidewalk Improvements	\$79,486.98
Colliers Engineering & Design SUE Work for Water Lines	\$40,000.00
Frontline, Inc. Air Hose & Fittings	\$29,853.32

RECURRING EXPENDITURES OVER \$25,000

Tampa Bay Water City of NPR April 2024 Usage	\$119,742.87
Enterprise FM Trust Lease of City Vehicles	\$77,124.82



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: 5/21/2024

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

REQUEST:

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

DISCUSSION:

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

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

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

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

RECOMMENDATION:

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

BUDGET/FISCAL IMPACT:

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

ATTACHMENTS:

Description	Type
❑ Ordinance No. 2024-2297	Ordinance
❑ RFP 24-011	Backup Material
❑ Purchase and Sale Agreement - 5306 Dartmouth Ave.	Backup Material

ORDINANCE NO. 2024-2297

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

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

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

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

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

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

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

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

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

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

ATTEST:

By: _____
Judy Meyers, City Clerk

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

(Seal)

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

Timothy P. Driscoll, City Attorney

REQUEST FOR PROPOSALS

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

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

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

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

Proposals must include:

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

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

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

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

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

RFP24-011

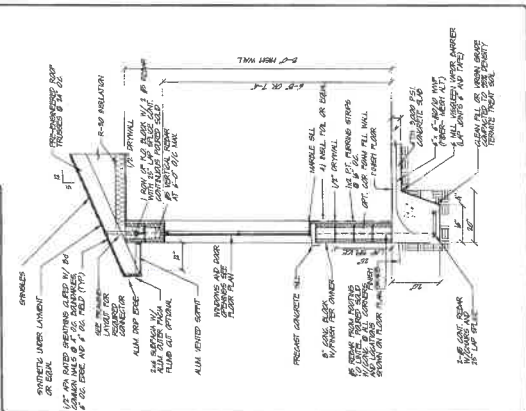
Disposition of Real Property Located at: 5306 Dartmouth Avenue, New Port Richey, FL

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

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

2020 FLORIDA BUILDING CODE 7TH EDITION

TYPICAL WALL 8'-0" SECTION



PRODUCT APPROVALS	
ITEM	PRODUCT
1. ALUMINUM WINDOW FRAME	ALUMINUM WINDOW FRAME
2. GLASS	GLASS
3. GLAZING GASKET	GLAZING GASKET
4. GLAZING BEZEL	GLAZING BEZEL
5. GLAZING GASKET	GLAZING GASKET
6. GLAZING BEZEL	GLAZING BEZEL
7. GLAZING GASKET	GLAZING GASKET
8. GLAZING BEZEL	GLAZING BEZEL
9. GLAZING GASKET	GLAZING GASKET
10. GLAZING BEZEL	GLAZING BEZEL

DOORS

DOORS	
ITEM	PRODUCT
1. ALUMINUM WINDOW FRAME	ALUMINUM WINDOW FRAME
2. GLASS	GLASS
3. GLAZING GASKET	GLAZING GASKET
4. GLAZING BEZEL	GLAZING BEZEL
5. GLAZING GASKET	GLAZING GASKET
6. GLAZING BEZEL	GLAZING BEZEL
7. GLAZING GASKET	GLAZING GASKET
8. GLAZING BEZEL	GLAZING BEZEL
9. GLAZING GASKET	GLAZING GASKET
10. GLAZING BEZEL	GLAZING BEZEL

PRODUCT APPROVALS OR EQUAL

PRODUCT APPROVALS OR EQUAL	
ITEM	PRODUCT
1. ALUMINUM WINDOW FRAME	ALUMINUM WINDOW FRAME
2. GLASS	GLASS
3. GLAZING GASKET	GLAZING GASKET
4. GLAZING BEZEL	GLAZING BEZEL
5. GLAZING GASKET	GLAZING GASKET
6. GLAZING BEZEL	GLAZING BEZEL
7. GLAZING GASKET	GLAZING GASKET
8. GLAZING BEZEL	GLAZING BEZEL
9. GLAZING GASKET	GLAZING GASKET
10. GLAZING BEZEL	GLAZING BEZEL

ELEVATED PLAT FORM FOR WATER HEATER

TOP OF PLAT FORM TO BE 48" MIN. ABOVE FINISHED FLOOR

WINDOW CHART PER BUILDING

WINDOW CHART PER BUILDING	
ITEM	PRODUCT
1. ALUMINUM WINDOW FRAME	ALUMINUM WINDOW FRAME
2. GLASS	GLASS
3. GLAZING GASKET	GLAZING GASKET
4. GLAZING BEZEL	GLAZING BEZEL
5. GLAZING GASKET	GLAZING GASKET
6. GLAZING BEZEL	GLAZING BEZEL
7. GLAZING GASKET	GLAZING GASKET
8. GLAZING BEZEL	GLAZING BEZEL
9. GLAZING GASKET	GLAZING GASKET
10. GLAZING BEZEL	GLAZING BEZEL

DRAFTING NOTE

- 1. ALL ROOMS SHALL BE PROVIDED WITH A MINIMUM OF ONE WINDOW OR GLASS DOOR TO THE OUTSIDE.
- 2. THE WINDOW OR GLASS DOOR SHALL BE LOCATED TO PROVIDE NATURAL LIGHT AND VENTILATION TO THE ROOM.
- 3. THE WINDOW OR GLASS DOOR SHALL BE LOCATED TO PROVIDE NATURAL LIGHT AND VENTILATION TO THE ROOM.
- 4. THE WINDOW OR GLASS DOOR SHALL BE LOCATED TO PROVIDE NATURAL LIGHT AND VENTILATION TO THE ROOM.
- 5. THE WINDOW OR GLASS DOOR SHALL BE LOCATED TO PROVIDE NATURAL LIGHT AND VENTILATION TO THE ROOM.

AREA TABULATION

AREA TABULATION	
ITEM	AREA
1. LIVING AREA	1,200 SQ. FT.
2. KITCHEN	400 SQ. FT.
3. BATH	100 SQ. FT.
4. BED ROOM	1,000 SQ. FT.
5. HALL	200 SQ. FT.
6. CLOSET	100 SQ. FT.
7. TOTAL	2,900 SQ. FT.

- 1. ALL ROOMS SHALL BE PROVIDED WITH A MINIMUM OF ONE WINDOW OR GLASS DOOR TO THE OUTSIDE.
- 2. THE WINDOW OR GLASS DOOR SHALL BE LOCATED TO PROVIDE NATURAL LIGHT AND VENTILATION TO THE ROOM.
- 3. THE WINDOW OR GLASS DOOR SHALL BE LOCATED TO PROVIDE NATURAL LIGHT AND VENTILATION TO THE ROOM.
- 4. THE WINDOW OR GLASS DOOR SHALL BE LOCATED TO PROVIDE NATURAL LIGHT AND VENTILATION TO THE ROOM.
- 5. THE WINDOW OR GLASS DOOR SHALL BE LOCATED TO PROVIDE NATURAL LIGHT AND VENTILATION TO THE ROOM.

GENERAL NOTES

- 1. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH 1/2" GROUT JOINTS.
- 2. ALL EXTERIOR WALLS SHALL BE 8" THICK CONCRETE BLOCK WITH 1/2" GROUT JOINTS.
- 3. ALL FLOORS SHALL BE 4" THICK CONCRETE SLAB ON 12" SPACING STEEL DECK.
- 4. ALL ROOFS SHALL BE 4" THICK CONCRETE SLAB ON 12" SPACING STEEL DECK.
- 5. ALL CEILING SHALL BE 5/8" THICK CONCRETE BLOCK WITH 1/2" GROUT JOINTS.

LEGEND

- 1. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH 1/2" GROUT JOINTS.
- 2. ALL EXTERIOR WALLS SHALL BE 8" THICK CONCRETE BLOCK WITH 1/2" GROUT JOINTS.
- 3. ALL FLOORS SHALL BE 4" THICK CONCRETE SLAB ON 12" SPACING STEEL DECK.
- 4. ALL ROOFS SHALL BE 4" THICK CONCRETE SLAB ON 12" SPACING STEEL DECK.
- 5. ALL CEILING SHALL BE 5/8" THICK CONCRETE BLOCK WITH 1/2" GROUT JOINTS.

CONSTRUCTION PLANS

- 1. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK WITH 1/2" GROUT JOINTS.
- 2. ALL EXTERIOR WALLS SHALL BE 8" THICK CONCRETE BLOCK WITH 1/2" GROUT JOINTS.
- 3. ALL FLOORS SHALL BE 4" THICK CONCRETE SLAB ON 12" SPACING STEEL DECK.
- 4. ALL ROOFS SHALL BE 4" THICK CONCRETE SLAB ON 12" SPACING STEEL DECK.
- 5. ALL CEILING SHALL BE 5/8" THICK CONCRETE BLOCK WITH 1/2" GROUT JOINTS.

FLOOR PLAN

ALL PLANS FOR DOCUMENTS SUBJECT TO EUDCC C-700

DATE: 2022.09.20
14:11:18 -0400

5306 DARTMOUTH
NEWPORT, RHODE ISLAND 02840

5 JUSTRIGHT
727.243.8111

ALVIN GREENBERG
REGISTERED PROFESSIONAL ENGINEER
STATE OF RHODE ISLAND
NO. 04157
EXPIRATION DATE: 12/31/2024

Digitally signed
by Alvin Greenberg
Date: 2022.09.20
14:11:18 -0400

PURCHASE AND SALE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

4. **Title Policy.**

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

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

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

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

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

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

6.1.2. A FIRPTA Affidavit; and

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

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

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

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

7.1. Deliver to Seller the Purchase Price;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Survival.**

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

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

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

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

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

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

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

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

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

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

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

17. **Miscellaneous.**

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

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

If to Purchaser:

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

If to Seller:

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

If to Escrow Agent:

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

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

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

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

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

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

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

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

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

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

PURCHASER:

Gary L. Blackwell Investments, Inc.

By: _____
Gary L. Blackwell, As President

Date

Attest:

By: _____
Judy Meyers, as City Clerk

SELLER:

City of New Port Richey, Florida

By: _____
Debbie L. Manns, As City Manager

Date

Approved as to form:

By: _____
Timothy P. Driscoll, as City Attorney

EXHIBIT "A"

Legal Description of Property

5306 Dartmouth Avenue

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

EXHIBIT "B"

ESCROW AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page]

Executed as of _____, 2024.

SELLER:

CITY OF NEW PORT RICHEY, FLORIDA

PURCHASER:

GARY L. BLACKWELL INVESTMENTS, INC.

By: _____
Gary L. Blackwell, as President

By: _____
Debbie L. Manns, City Manager

ESCROW AGENT:

Booth & Cook, P.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT'S WIRING INSTRUCTIONS

ABA#:

BANK:

ACCOUNT #:

ACCOUNT NAME:

ACCOUNT HOLDER ADDRESS:

ESCROW AGENT CONTACT:

Name: _____
Tel #: _____

BANK CONTACT:

Name: _____
Tel #: _____

EXHIBIT "C"

Development Agreement

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

Witnesseth:

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

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

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

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

Article 1. Definitions

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

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

Article 2. Purpose

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

Article 3. Developer's Proposal.

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

Article 4. Developer's Obligations.

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

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

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

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

Article 5. Agency's Obligations.

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

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

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

Article 6. Representation, Warranties and Covenants of Developer.

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

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

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

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

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

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

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

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

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

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

6.01.07 Covenants. Developer covenants with Agency that:

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

Article 7. Default; Termination.

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

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

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

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

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

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

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

Article 8. Force Majeure.

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

Article 9. Antidiscrimination.

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

Article 10. Miscellaneous.

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

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

To Developer:

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

To Agency:

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

With copy to:

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

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

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

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

10.05 Submission to Jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER:

AGENCY:

Gary L. Blackwell Investments, Inc.

City of New Port Richey, Florida

By: _____
Gary L. Blackwell, As President

By: _____
Debbie L. Manns, As City Manager

Name (printed)

Attest:

Approved as to form:

By: _____
Judy Meyers, as City Clerk

By: _____
Timothy P. Driscoll, as City Attorney

DEVELOPMENT AGREEMENT

EXHIBIT "A"

REQUEST FOR PROPOSALS

DEVELOPMENT AGREEMENT

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY

5306 Dartmouth Avenue

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



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Robert Kochen, Chief of Police

DATE: 5/21/2024

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

REQUEST:

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

DISCUSSION:

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

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

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

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

RECOMMENDATION:

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

BUDGET/FISCAL IMPACT:

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

ATTACHMENTS:

Description	Type
❑ First Reading, Ordinance No. 2024-2298 RE: 5214 Idlewild Street	Ordinance
❑ RFP #24-010	Backup Material
❑ Purchase and Sale Agreement - 5214 Idlewild Street	Backup Material

ORDINANCE NO. 2024-2298

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

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

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

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

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

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

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

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

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

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

ATTEST:

By: _____
Judy Meyers, 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

REQUEST FOR PROPOSALS

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

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

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

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

Proposals must include:

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

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

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

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

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

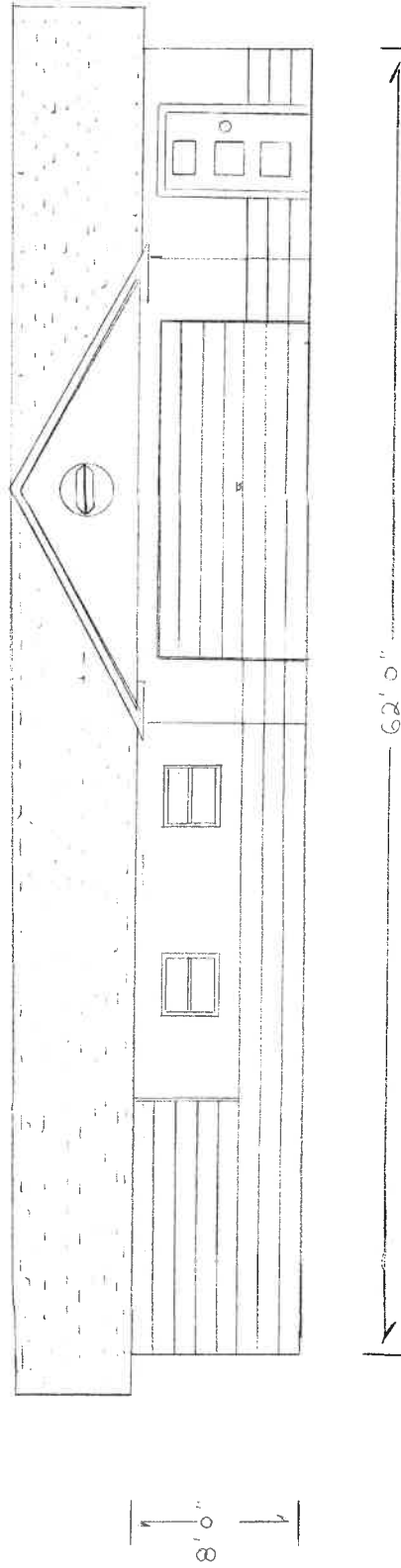
RFP24-010

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

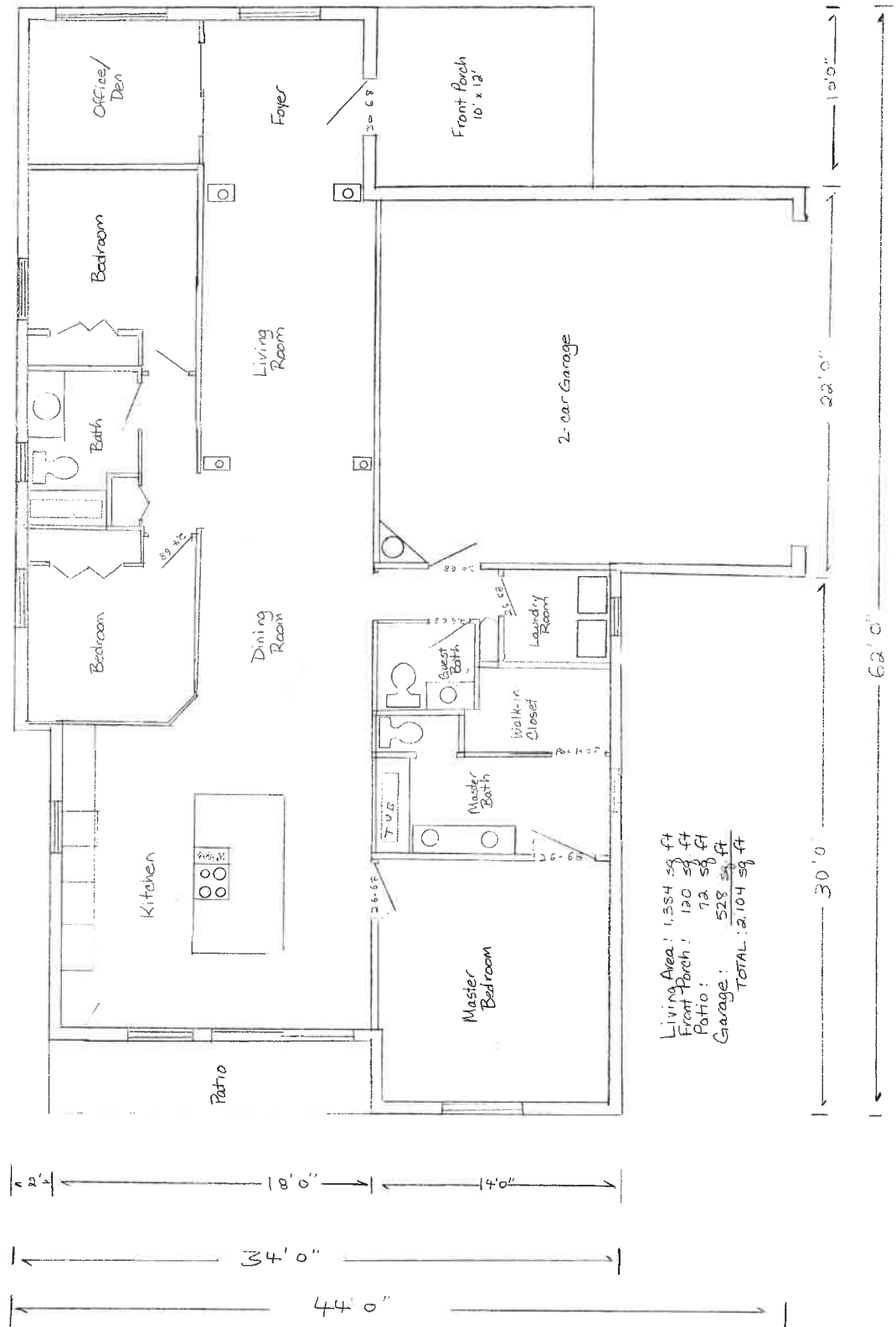
We have been building homes in the City of New Port Richey for many years and have always had a good reputation for quality work and satisfied customers. It is our intent to build a new concrete block home on the above lot within a year from the date the lot is transferred to us. The home we intend to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

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

Santa Teresa Old Street Elevation



5214 TOLSON BLVD
 Silver Spring



PURCHASE AND SALE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

4. **Title Policy.**

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

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

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

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

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

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

6.1.2. A FIRPTA Affidavit; and

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

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

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

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

7.1. Deliver to Seller the Purchase Price;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Survival.**

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

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

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

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

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

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

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

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

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

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

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

17. **Miscellaneous.**

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

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

If to Purchaser:

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

If to Seller:

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

If to Escrow Agent:

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

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

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

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

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

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

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

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

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

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

PURCHASER:

Gary L. Blackwell Investments, Inc.

By: _____
Gary L. Blackwell, As President

Date

Attest:

By: _____
Judy Meyers, as City Clerk

SELLER:

City of New Port Richey, Florida

By: _____
Debbie L. Manns, As City Manager

Date

Approved as to form:

By: _____
Timothy P. Driscoll, as City Attorney

EXHIBIT "A"

Legal Description of Property

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

EXHIBIT "B"

ESCROW AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page]

Executed as of _____, 2024.

SELLER:

CITY OF NEW PORT RICHEY, FLORIDA

PURCHASER:

GARY L. BLACKWELL INVESTMENTS, INC.

By: _____
Gary L. Blackwell, as President

By: _____
Debbie L. Manns, City Manager

ESCROW AGENT:

Booth & Cook, P.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT'S WIRING INSTRUCTIONS

ABA#:

BANK:

ACCOUNT #:

ACCOUNT NAME:

ACCOUNT HOLDER ADDRESS:

ESCROW AGENT CONTACT:

Name: _____
Tel #: _____

BANK CONTACT:

Name: _____
Tel #: _____

EXHIBIT "C"

Development Agreement

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

Witnesseth:

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

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

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

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

Article 1. Definitions

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

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

Article 2. Purpose

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

Article 3. Developer's Proposal.

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

Article 4. Developer's Obligations.

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

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

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

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

Article 5. Agency's Obligations.

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

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

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

Article 6. Representation, Warranties and Covenants of Developer.

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

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

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

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

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

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

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

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

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

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

6.01.07 Covenants. Developer covenants with Agency that:

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

Article 7. Default; Termination.

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

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

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

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

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

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

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

Article 8. Force Majeure.

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

Article 9. Antidiscrimination.

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

Article 10. Miscellaneous.

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

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

To Developer:

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

To Agency:

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

With copy to:

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

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

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

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

10.05 Submission to Jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER:

AGENCY:

Gary L. Blackwell Investments, Inc.

City of New Port Richey, Florida

By: _____
Gary L. Blackwell, As President

By: _____
Debbie L. Manns, As City Manager

Name (printed)

Attest:

Approved as to form:

By: _____
Judy Meyers, as City Clerk

By: _____
Timothy P. Driscoll, as City Attorney

DEVELOPMENT AGREEMENT

EXHIBIT "A"

REQUEST FOR PROPOSALS

DEVELOPMENT AGREEMENT

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY

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



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Robert Kochen, Chief of Police

DATE: 5/21/2024

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

REQUEST:

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

DISCUSSION:

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

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

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

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

RECOMMENDATION:

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

BUDGET/FISCAL IMPACT:

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

ATTACHMENTS:

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

ORDINANCE NO. 2024-2299

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

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

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

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

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

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

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

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

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

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

ATTEST:

By: _____
Judy Meyers, City Clerk

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

(Seal)

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

Timothy P. Driscoll, City Attorney

REQUEST FOR PROPOSALS

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

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

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

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

Proposals must include:

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

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

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

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

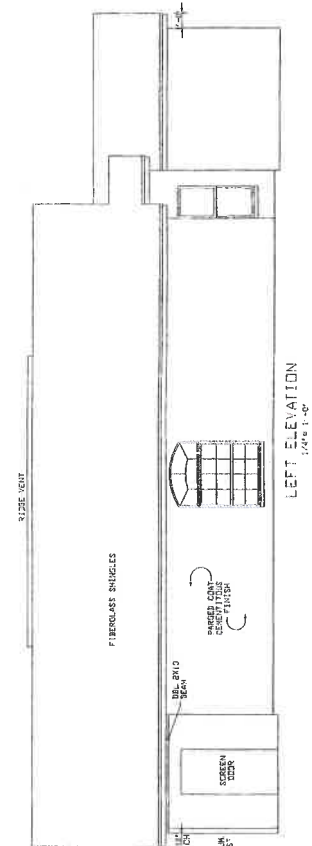
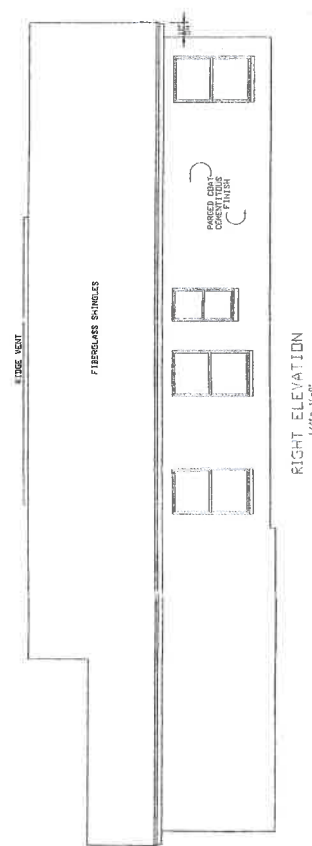
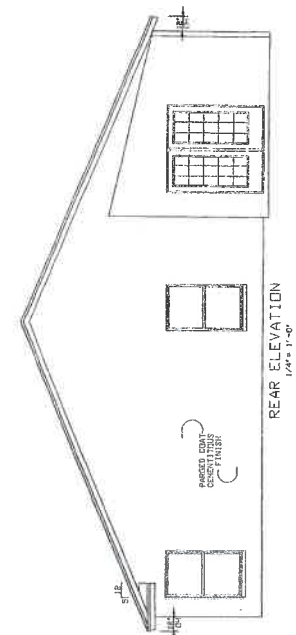
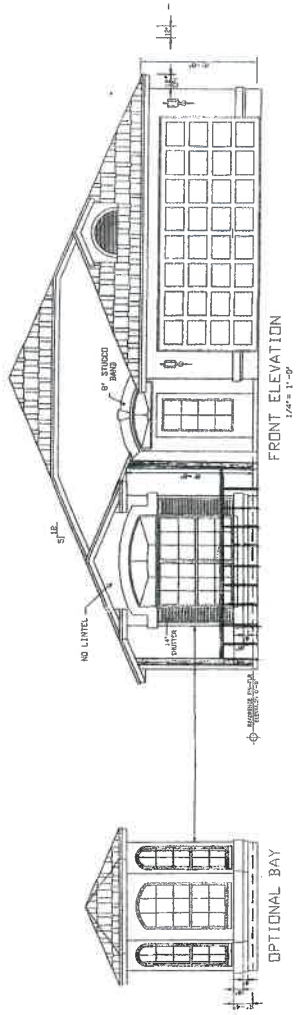
Dated this 14th and 21st day of February, 2024.
CITY OF NEW PORT RICHEY, FLORIDA
By Judy Meyers, CMC, City Clerk

RFP24-012

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

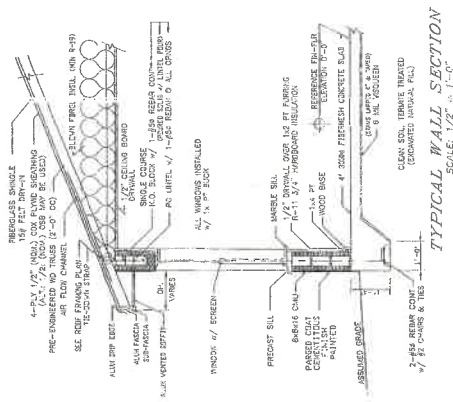
We have been building homes in the City of New Port Richey for many years and have always had a good reputation for quality work and satisfied customers. It is our intent to build a new concrete block home on the above lot within a year from the date the lot is transferred to us. The home we intend to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

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

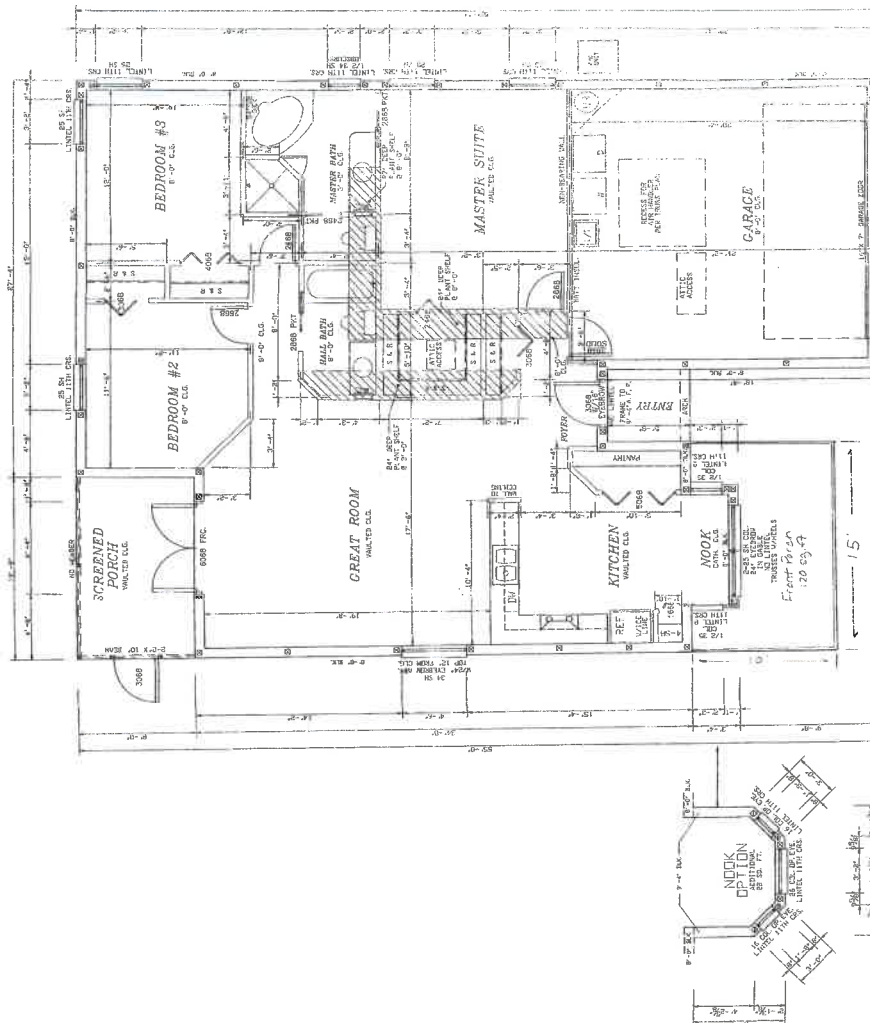


RESIDENCE FOR:		WILLIAM KLEN DRAFTING, INC.
PAGE 1		723 BROADWAY DR.
DATE: 11/25/03		723 BROADWAY DR. FL 34083
723 BROADWAY DR.		(727) 815-0331
723 BROADWAY DR.		NEWPORT BEACH, FL

THE OWNER'S MATERIALS LISTING:
 1. ALL MATERIALS TO BE USED IN THIS PROJECT SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
 2. ALL MATERIALS SHALL BE NEW UNLESS OTHERWISE SPECIFIED.
 3. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
 4. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
 5. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MANUFACTURER'S INSTRUCTIONS.
 6. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
 7. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MANUFACTURER'S INSTRUCTIONS.
 8. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
 9. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MANUFACTURER'S INSTRUCTIONS.
 10. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.



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



LIVING 152' 0"
 GARAGE 420' 0"
 LANA 101' 0"
 FRONT PORCH 17' 0"

RESIDENCE FOR:
 5524 LEGGIANE AVE
 HALLSBURY, FL

FLOOR PLAN

WILLIAM K. KEN SHAW, INC.
 7225 BRADSHAW DR.
 32709 PALM BEACH, FL 34853
 PHONE 305-833-1111
 FAX 305-833-1112
 E-MAIL: WKK@WKKSHAW.COM

PURCHASE AND SALE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

4. **Title Policy.**

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

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

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

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

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

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

6.1.2. A FIRPTA Affidavit; and

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

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

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

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

7.1. Deliver to Seller the Purchase Price;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Survival.**

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

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

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

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

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

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

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

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

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

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

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

17. **Miscellaneous.**

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

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

If to Purchaser:

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

If to Seller:

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

If to Escrow Agent:

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

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

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

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

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

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

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

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

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

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

PURCHASER:

Richard A. Olsen

Troy R. Olsen

Vicki L. Clark

Date

Attest:

By: _____
Judy Meyers, as City Clerk

SELLER:

City of New Port Richey, Florida

By: _____
Debbie L. Manns, As City Manager

Date

Approved as to form:

By: _____
Timothy P. Driscoll, as City Attorney

EXHIBIT "A"

Legal Description of Property

5842 Louisiana Avenue

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

EXHIBIT "B"

ESCROW AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page]

Executed as of _____, 2024.

SELLER:

CITY OF NEW PORT RICHEY, FLORIDA

PURCHASER:

By: _____
Debbie L. Manns, City Manager

Richard A. Olsen

Troy R. Olsen

Vicki L. Clark

ESCROW AGENT:

Booth & Cook, P.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT'S WIRING INSTRUCTIONS

ABA#:

BANK:

ACCOUNT #:

ACCOUNT NAME:

ACCOUNT HOLDER ADDRESS:

ESCROW AGENT CONTACT:

Name: _____
Tel #: _____

BANK CONTACT:

Name: _____
Tel #: _____

EXHIBIT "C"

Development Agreement

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

Witnesseth:

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

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

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

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

Article 1. Definitions

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

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

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

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

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

Article 2. Purpose

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

Article 3. Developer's Proposal.

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

Article 4. Developer's Obligations.

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

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

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

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

Article 5. Agency's Obligations.

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

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

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

Article 6. Representation, Warranties and Covenants of Developer.

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

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

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

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

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

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

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

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

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

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

6.01.07 Covenants. Developer covenants with Agency that:

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

Article 7. Default; Termination.

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

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

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

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

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

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

Article 8. Force Majeure.

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

Article 9. Antidiscrimination.

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

Article 10. Miscellaneous.

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

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

To Developer:

Richard A. Olsen, Troy R. Olsen and Vicki L. Clark

Address: PO BOX 1720

New Port Richey FL 34656

Email: Olsonclassic@yahoo.com

Vickiclark19@yahoo.com

To Agency:

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

With copy to:

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

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

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

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

10.05 Submission to Jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER:

AGENCY:

Richard A. Olsen

City of New Port Richey, Florida

Troy R. Olsen

By: _____
Debbie L. Manns, As City Manager

Vicki L. Clark

Approved as to form:

Attest:

By: _____
Judy Meyers, as City Clerk

By: _____
Timothy P. Driscoll, as City Attorney

DEVELOPMENT AGREEMENT

EXHIBIT "A"

REQUEST FOR PROPOSALS

DEVELOPMENT AGREEMENT

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY

5842 Louisiana Avenue

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



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Robert Kochen, Chief of Police

DATE: 5/21/2024

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

REQUEST:

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

DISCUSSION:

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

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

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

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

RECOMMENDATION:

Staff recommends that the City Council approve the ordinance for the sale of 7440 US Highway 19 to Lee Nguyen in the amount of \$39,000.00 to construct a single-family home in accordance with the purchase and sale agreement.

BUDGET/FISCAL IMPACT:

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

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2024-2300	Ordinance
▣ RFP 24-015	Backup Material
▣ Purchase and Sale Agreement - 7440 US Hwy 19	Backup Material

ORDINANCE NO. 2024-2300

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

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

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

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

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

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

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

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

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

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

ATTEST:

By: _____
Judy Meyers, City Clerk

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

(Seal)

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

Timothy P. Driscoll, City Attorney

REQUEST FOR PROPOSALS

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

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

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

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

Proposals must include:

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

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

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

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

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

CITY OF NEW PORT RICHEY, FLORIDA

By Judy Meyers, CMC, City Clerk

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

Bidder name: Lee Nguyen

Phone: (813) 403-7003

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

Bid amount:

\$39,000

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

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

License Type: Certified Building Contractor

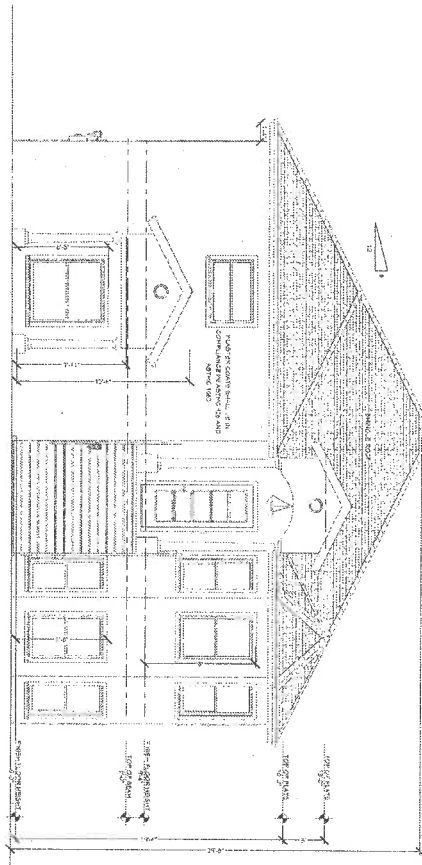
Rank: Cert Building

License Number: CBC1259395

Status: Current, Active

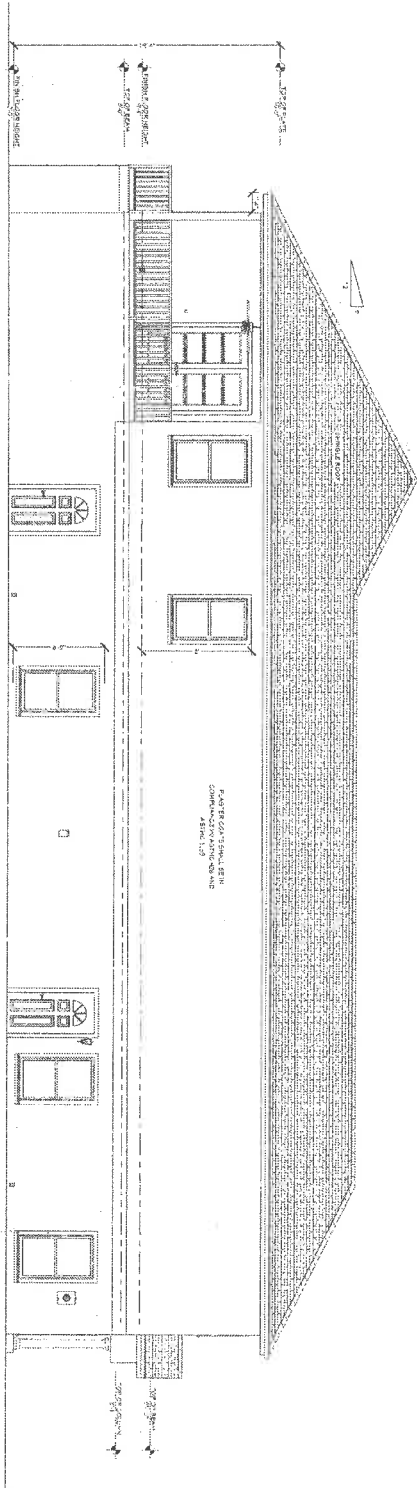
Licensure Date: 04/01/2013

Expires: 08/31/2024



FRONT ELEVATION

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



LEFT ELEVATION

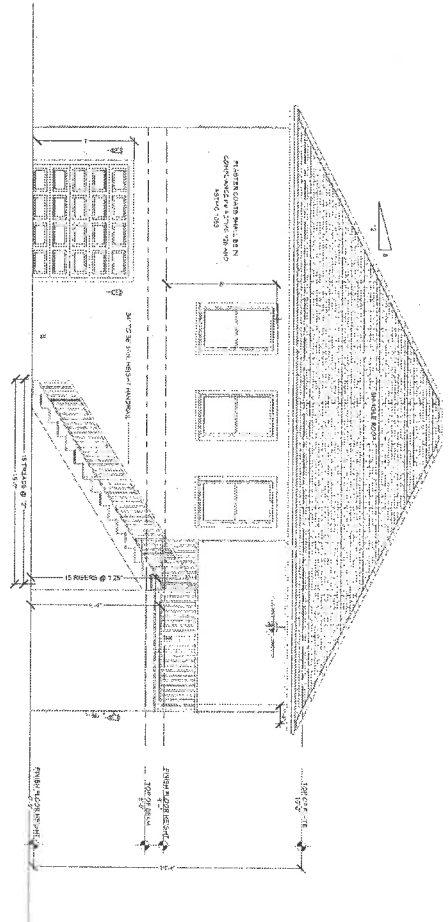
SCALE: 1/4" = 1'-0"

ROOF VENTILATION CALCULATION

CEILING AREA: 2,609SF
 FREE AREA REQUIRED: 2,609SF(300÷6 TOSF)
 ROOF SOFFIT AREA: 49,536(335)
 2 RIDGE VENTS: 2(145H)-320S
 TOTAL VENTILATION PROVIDED: 41,328S (3465F)
 VENTILATION CALCULATIONS BASED ON THE FOLLOWING PRODUCT
 (OR EQUAL)
 PERFORATED ALUMINUM SOFFIT N.F.A. 1251/SF
 4" SERVICE RIDGE VENT (21, 145H) (IF APPLICABLE) N.F.A. 1465I
 RIDGE VENT (IF APPLICABLE) N.F.A. 1551/SF

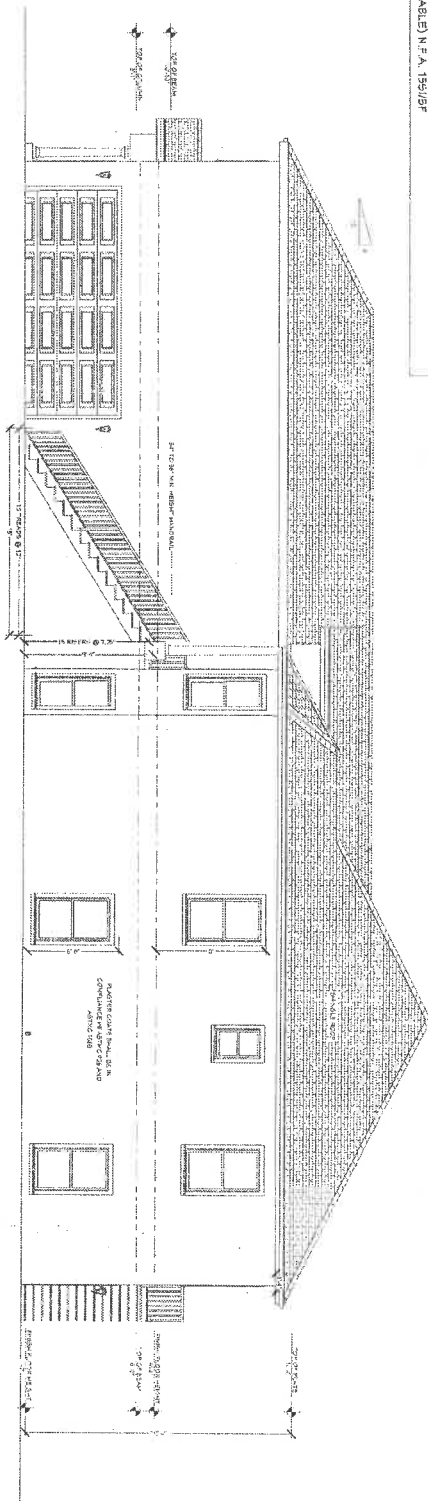
REAR ELEVATION

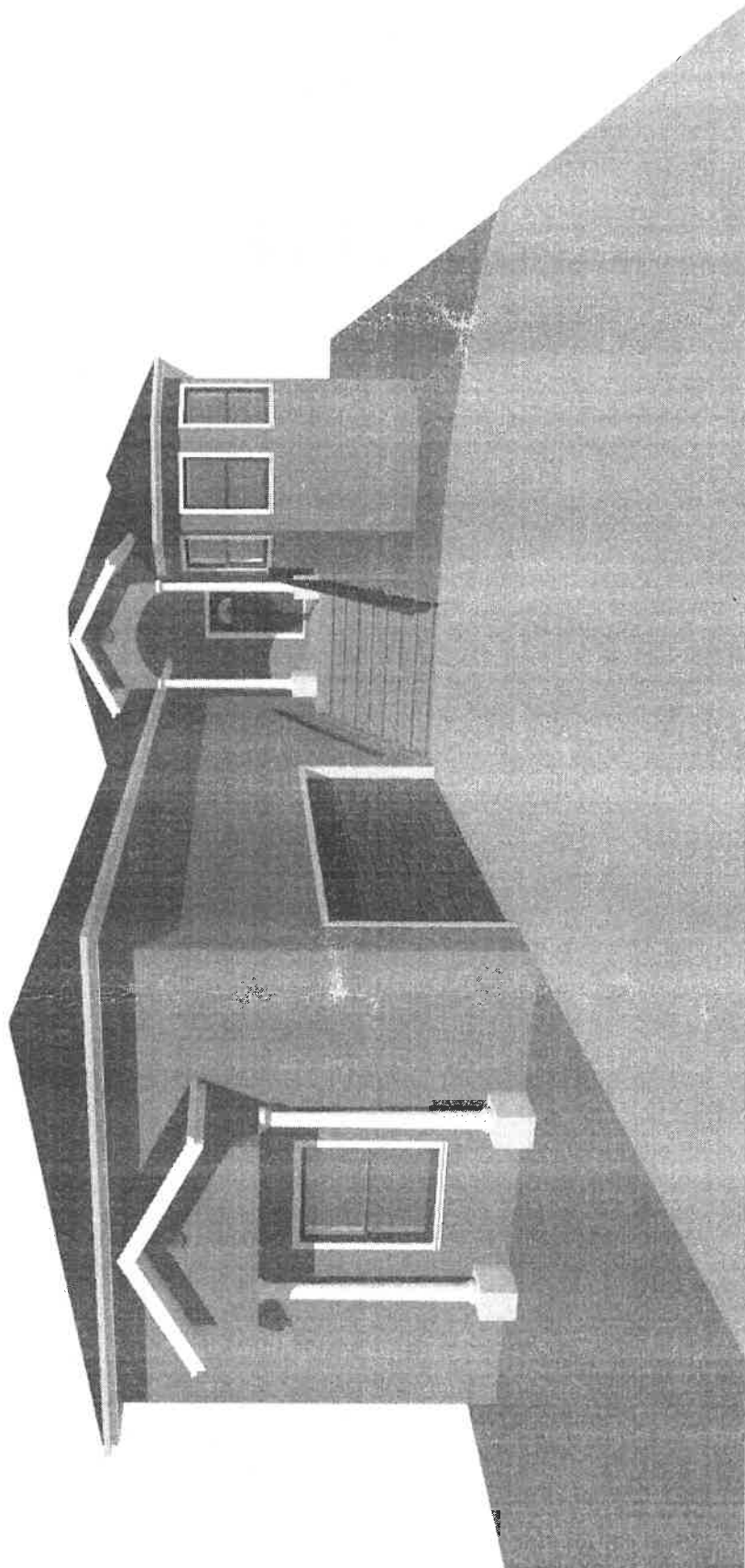
SCALE: 1/4" = 1'-0"

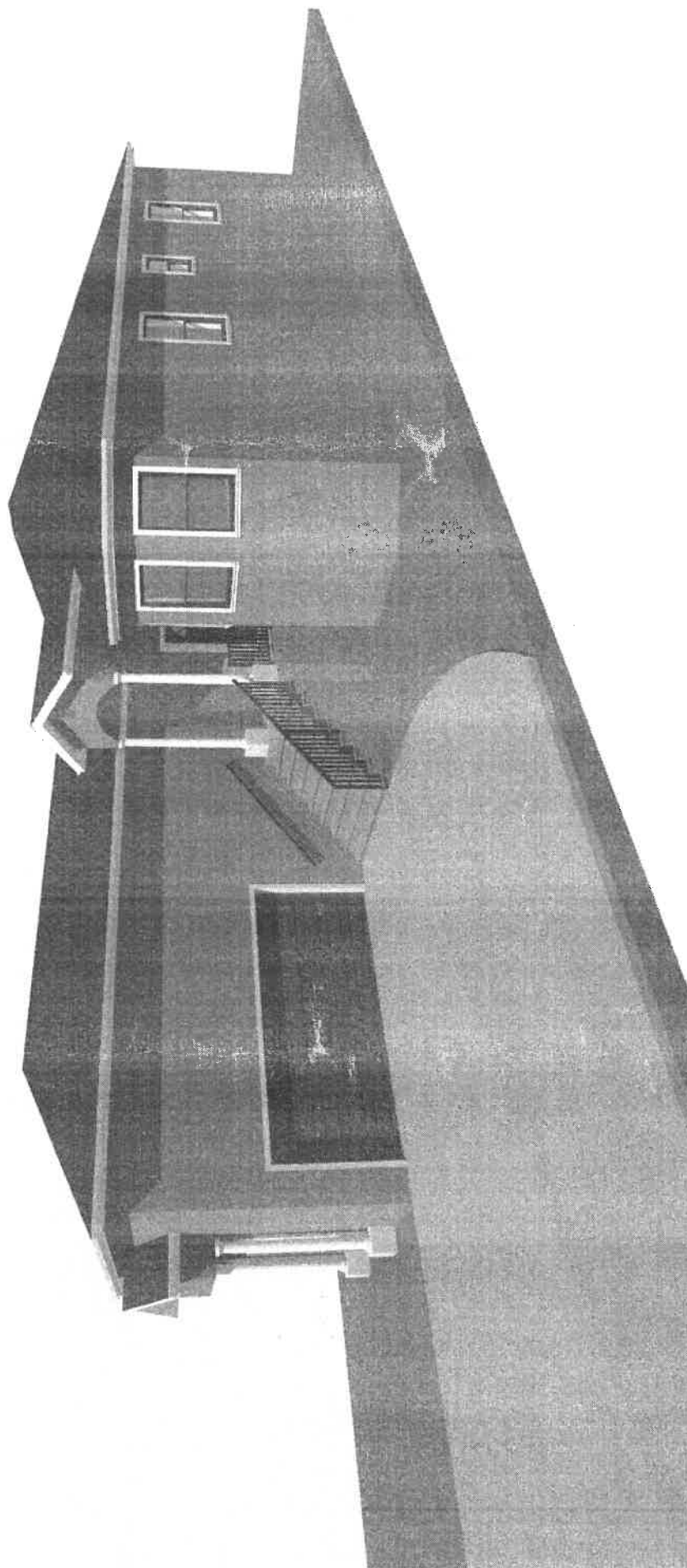


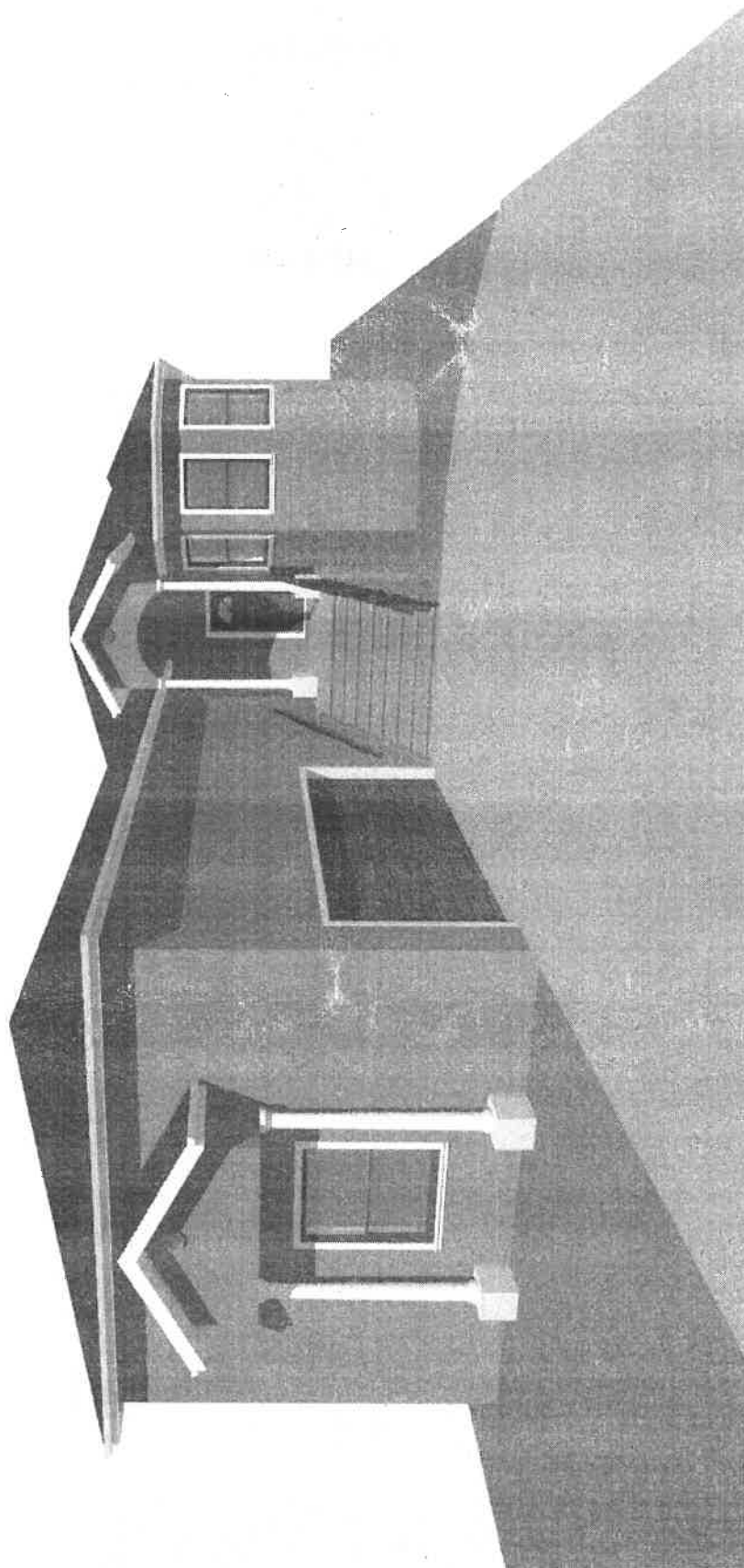
LEFT ELEVATION

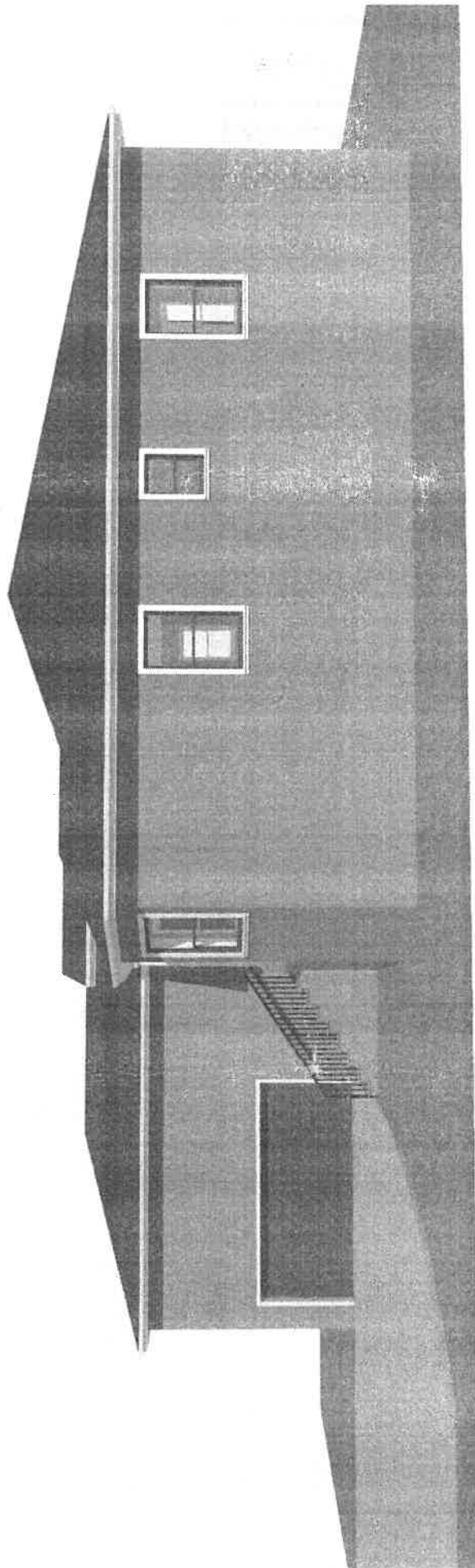
SCALE: 1/4" = 1'-0"











PURCHASE AND SALE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

4. **Title Policy.**

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

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

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

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

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

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

6.1.2. A FIRPTA Affidavit; and

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

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

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

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

7.1. Deliver to Seller the Purchase Price;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Survival.**

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

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

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

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

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

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

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

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

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

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

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

17. **Miscellaneous.**

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

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

If to Purchaser:

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

If to Seller:

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

If to Escrow Agent:

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

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

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

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

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

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

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

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

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

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

PURCHASER:

SELLER:

City of New Port Richey, Florida

Lee Nguyen

By: _____
Debbie L. Manns, As City Manager

Date

Date

Attest:

Approved as to form:

By: _____
Judy Meyers, as City Clerk

By: _____
Timothy P. Driscoll, as City Attorney

EXHIBIT "A"

Legal Description of Property

7440 U.S. Highway 19

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

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

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

EXHIBIT "B"

ESCROW AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page]

Executed as of _____, 2024.

SELLER:

CITY OF NEW PORT RICHEY, FLORIDA

PURCHASER:

By: _____
Debbie L. Manns, City Manager

Lee Nguyen ,

ESCROW AGENT:

Booth & Cook, P.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT'S WIRING INSTRUCTIONS

ABA#:

BANK:

ACCOUNT #:

ACCOUNT NAME:

ACCOUNT HOLDER ADDRESS:

ESCROW AGENT CONTACT:

Name: _____
Tel #: _____

BANK CONTACT:

Name: _____
Tel #: _____

EXHIBIT "C"

Development Agreement

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

Witnesseth:

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

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

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

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

Article 1. Definitions

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

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

Article 2. Purpose

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

Article 3. Developer's Proposal.

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

Article 4. Developer's Obligations.

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

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

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

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

Article 5. Agency's Obligations.

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

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

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

Article 6. Representation, Warranties and Covenants of Developer.

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

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

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

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

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

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

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

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

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

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

6.01.07 Covenants. Developer covenants with Agency that:

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

Article 7. Default; Termination.

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

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

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

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

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

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

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

Article 8. Force Majeure.

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

Article 9. Antidiscrimination.

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

Article 10. Miscellaneous.

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

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

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

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

With copy to:
Office of the City Attorney
5919 Main Street
New Port Richey, FL 34652

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

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

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

10.05 Submission to Jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER:

AGENCY:

City of New Port Richey, Florida

Lee Nguyen

By: _____
Debbie L. Manns, As City Manager

Name (printed)

Attest:

Approved as to form:

By: _____
Judy Meyers, as City Clerk

By: _____
Timothy P. Driscoll, as City Attorney

DEVELOPMENT AGREEMENT

EXHIBIT "A"

REQUEST FOR PROPOSALS

DEVELOPMENT AGREEMENT

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY

7440 U.S. Highway 19

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

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

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



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Robert M Rivera – Public Works Director
DATE: 5/21/2024
RE: WWTP Sand Filter Tank No. 2 Expansion Joint Restoration Project Close Out

REQUEST:

Attached for City Council review and consideration for approval is a change order in the amount not to exceed \$12,500 and the final pay request in the amount not to exceed \$60,500 from Razorback LLC for the sand filter tank two (2) expansion joint restoration project completion.

DISCUSSION:

As City Council is aware, this planned rehabilitation project is part of the ongoing preventative maintenance program at the WWTP. This project included the sealing of joint cracks in the plant's sand filter tank two (2) that has approximately 1.270 million gallons flowing through it daily of partially treated effluent. This filtering process applies constant pressure pushing out on the existing seams which in turn, requires frequent proactive inspections to determine the condition of the existing rubber seals and concrete material.

During the project, several areas of concrete spalling was identified along the expansion joints. Spalling is a type of damage that affects concrete surfaces and structures. It is characterized by the flaking or chipping of the concrete surface, which can range from minor cosmetic issues to major structural problems. The term "spall" is used to describe the breaking up of a material into fragments, often due to subsurface fissures that cause a portion of the surface to peel away. Spalling can compromise the structural integrity of a building and pose safety risks if not addressed. Therefore, it is important to identify and repair spalling as soon as it is detected.

In an effort to remediate the spalling, a change order to the project was submitted to staff by the contractor. Subsequent to staffs review and the engineer's review, it was determined to proceed with the remediation process due to the critical nature of the of the spalling. In addition, it should be noted that mobilization was not included and that the linear feet charge was within the industry standard for this type of repair.

RECOMMENDATION:

Approval of the change order and final pay request are recommended.

BUDGET/FISCAL IMPACT:

Funding is identified as Water Pollution Control Capital Equipment/Improvement Program Account No. 401111.46399. As City Council is aware, Pasco County funds 49.3% of the capital expenditures outlined in the Interlocal Agreement between the City and Pasco County.

ATTACHMENTS:

Description	Type
❑ Final Pay Request	Backup Material
❑ Change Order #1	Backup Material
❑ Engineer's Change Order Recommendation Memorandum	Backup Material

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

Gray Areas To Be Filled In By Contractor

Bid No. 24-006 Date 5/7/2024 Payment Number 1-Final
 Application Period From 02/06/24 To 05/06/24
 Project Name Sand Filter Construction Expansion Joint Restoration and Damming
 Account Number _____
 Owner: City of New Port Richey Phone No. (727) 841-4536
 Engineer: _____ Phone No. _____
 Contractor: Razorback LLC Phone No. _____

Contract Data

Bids Received	<u>1/12/2024</u>	No. <u>1</u>	Date <u>4/12/2024</u>	Time _____	Amount <u>\$ 12,500.00</u>
Contract Start Date	<u>2/6/2024</u>	No. _____	Date _____	Time _____	Amount _____
Notice to Proceed:	<u>2/6/2024</u>	No. _____	Date _____	Time _____	Amount _____
Calendar Days for Completion	<u>90</u>	No. _____	Date _____	Time _____	Amount _____
Original Completion Date	<u>5/6/2024</u>	No. _____	Date _____	Time _____	Amount _____

Days Extension to Date _____
 New Completion date 5/6/2024
 Original Contract Amount \$ 48,000.00
 Adjustments to Date \$ 12,500.00
 Revised Contract Amount \$ 60,500.00
 Percentage Complete (\$) 0.00%
 Percentage Complete (Time) 101.11%
 Percentage Complete (Work) 100.00%

Change Orders

Summary of Project Status

Total Work Completed	<u>\$ 60,500.00</u>
Material Stored on Site	<u>\$ -</u>
Total Earned to Date	<u>\$ 60,500.00</u>
Less Retainage <u>0%</u>	<u>\$ -</u>
Balance	<u>\$ 60,500.00</u>
Less Previous Payments	<u>\$ -</u>
Amount Due this Period	<u>\$ 60,500.00</u>

CERTIFICATION OF CONTRACTOR

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

Submitted for Payment:

Razorback LLC
 (Contractor)
 By: Jesse Kovanis
 (Signature)
 Name: Jesse Kovanis
 (Print or type)
 Date: 5/7/2024

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: Joseph Palazzolo
 (Signature)
 Name: Joseph Palazzolo
 (Print or type)
 Date: 5-7-2024

Approved for Payment:

City of New Port Richey
 (Owner)
 By: Robert M. Rivera
 (Signature)
 Name: ROBERT M. RIVERA
 (Print or type)
 Date: 05/07/2024

ENG PROJ. NO. _____

OWNER PROJ. NO. 24-006

FOR PERIOD FROM 02/06/24 TO 05/06/24

[illegible]

**CONTRACT MODIFICATION
(CHANGE ORDER)**

Contract Modification No.: 1

Date: 4/12/2024

Project Name: Sand Filter Construction Expansion Joint
Restoration and Damming.

Project No: 24-006

Owner: City of New Port Richey, Department of Public Works

Contractor: Razorback LLC

Engineer:

This is a Change Order to the Contract Amount and the Following Modifications to the Contract are hereby ordered:

Contract Amount		Contract Time (Cal. Days)	
Original Contract Amount	\$ <u>48,000.00</u>	Original Duration	<u>90</u> Days
Previous Change Orders (Add/Deduct)	\$ <u>0.00</u>	Previous Change Orders (Add)	<u>0</u> Days
This Change Order (Add)	\$ <u>12,500.00</u>	This Change Orders (Add)	<u>0</u> Days
Revised Contract Amount	\$ <u>60,500.00</u>	Revised Contract Time	<u>90</u> Days

The Final Contract Completion Date is:

May 6, 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 Robert M Rivera

By:  _____

Date: 04/15/2024

Contractor Razorback LLC

By: Jesse Kovanis

Title Admin

Date: 4/15/2024

Project Manager/Inspector _____

By: Martin Field

Date: 4/12/2024

CHANGE ORDER PROPOSAL

Project Name/#: NPR Sand Filter

Change Order #: **1**

CO Title: Concrete Repair

Proposal Date: 4/4/2024

OWNER INFORMATION

Owner Name: City of New Port Richey
Contact: Joe Palazzolo
Address: 4730 Main St
City, State, ZIP: New Port Richey, FL 34652
Phone: 727-841-0928
E-Mail: Palazzoloj@cityofnewportrichey.org

RAZORBACK INFORMATION

Contact Name: Justin Stancil
Phone: 352-682-7073
E-Mail: Justin@razorbackllc.com

PROJECT LOCATION

**4730 Main St
New Port Richey, FL 34652**

Mr. Palazzolo,

Per your request, Razorback LLC is pleased to provide the following proposal for your review.

SCOPE OF WORK

- Repair an estimated (not to exceed) 10 LF crack by grout injection. See photos below (location is blue arrow)
- Repair spalling concrete on vertical and flat surfaces See photos below (location is red arrow)

PRICING

Total price: **\$12,500** (Not to Exceed)

If you have any questions regarding this proposal, please do not hesitate to contact me.

Thank you,

Razorback LLC
Justin Stancil
Operations Manager



177 Anclothe Road ♦ Tarpon Springs, FL 34689
(727) 938-9500
razorbackllc.com



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(727) 938-9500
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(727) 938-9500
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PROPOSAL ACCEPTANCE

Project Name/# & CO# NPR Sand Filter/ CO #1

Accepted by	<i>Martin Field</i>
Title	Construction Services Manager
Date	4/12/2024
PO#	

April 17, 2024

Mr. Robert M. Rivera
Public Works Director
City of New Port Richey
6420 Pine Hill Road
Port Richey, Florida 34668

RE: ITB24-006 Sand Filter Construction Expansion Joint Restoration and Damming.

Mr. Rivera:

On February 6, 2024, the City of New Port Richey Council approved ITB24-006 and on February 7, 2024, Razorback LLC (contractor) was awarded the contract and was issued a Notice-to-Proceed by the City Public Works Department.

Based on the ITB24-006 bid documents (Section 01-11-00 Specifications-Scope of Work, pages 28 & 29 in **Bold Print**), the Contractor used this Section for his bid (**Attachment A**). Since this Section does not mention any concrete spalling construction joint repair work, the Contractor did not include this in their bid.

During the work, the Contractor was notified by the City that there were three more areas of concern. This included the east and west vertical wall concrete spalling construction joint repair work and the crack in the filter slab (**Attachment B**). Since these areas were not called out in the ITB bid documents, the Contractor provided a Change Order No. 1 to fix the three areas mentioned above for \$19,500.

To date, the Contractor is approximately 65% finished with the work included in his bid. This includes just the work described in Section 01-11-00, pages 28 & 29 on the walls and slab construction joints.

Recommendation:

- After several conversations with the Contractor and since the budget (\$48,000) includes a contingency amount of \$7,000, I would recommend that the City issues a Field Order in that amount to help fix the spalling concrete vertical walls in the construction joints and the crack in the slab. The Contractor will need an additional amount of \$12,500 to complete the work for filter No. 1.
- The Contractor will still need the City's support and coordination for the bypass pumping and damming.
- Since the contract time is for 90 days and it has been approximately 62 days from the date of this letter, I would work to close the contract out.
- Subsequently, since the ITB seems to be written for one Filter, I would write and issue new phased ITBs to include new work on Filter No. 2, Filter No. 3 and Filter No. 4, depending on the review and recommendation from a structural Engineer. I would include drawings to clearly show the bidding Contractors, the areas to be restored including the filter slabs and provide a schedule of values instead of a lump sum contract.

01-00-00 GENERAL REQUIREMENTS

01-11-00 SPECIFICATIONS: (SCOPE OF WORK)

The process of damming off the water flow, rebuilding interior and exterior wall and Floor construction joints, including surface preparation, sealant preparation, and product application for sealing tank construction seams from leaks.

The specifications and scope of work for the:
Sand Filter Construction Expansion Joint Restoration and Damming.

SEALANTS AND CAULKING

PART 1 - GENERAL

1.01 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are reread to in the text by the basic designation only.
- B. American Society for Testing and Materials (ASTM) Publications: C 920-79 Elastomeric Joint Sealants

1.02 SUBMITTALS

- A. Division 01 – General Requirements
- B. Certificates of Conformance or Compliance: Submit certificates from the manufacturers attesting that materials meet the specified requirements.
- C. Manufacturer's Descriptive Data: Submit complete descriptive data for each type of material. Clearly mark data to indicate the type the Contractor intends to provide. Data shall state conformance to specified requirements. Data for sealant and calking shall include application instructions, shelf life, mixing instructions for multicomponent sealants, and recommend cleaning solvents.

1.03 DELIVERY AND STORAGE

- A. Deliver materials to the job site in the manufacturers' external shipping containers, unopened, with brand names, date of manufacture, and material designation clearly marked thereon. Containers of elastomeric sealant shall be labeled as to type, class, grade, and use. Carefully handle and store all materials to prevent inclusion of foreign materials or subjection to sustained temperatures exceeding 100 degree F or less than 40 degree F.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Subject to compliance with requirements provide products manufactured by single source.

2.02 MATERIALS

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Products shall conform to the reference documents listed for each use. Color of sealant and calking shall match adjacent surface color unless specified otherwise. For ASTM C 920 sealants, use a sealant that has been tested on the type(s) of substrate to which it will be applied. Interior Calking or Sealant: Provide ASTM C 920, Type M, Grade NS, Class 12.5, Use NT. Color of calking or sealant shall be selected by Owner from manufacturer's full range.
- C. Exterior Sealant: For joints in vertical surfaces, provide ASTM C 920, Type M, Grade NS, Class 25, Use NT. For joints in horizontal surfaces, provide ASTM C 920, Type M, Grade P, Class 25, Use T. Color of sealant shall be selected by Owner from manufacturer's full range.
- D. Latex rubber modified, acrylic emulsion polymer sealant compound; manufacturer's standard, one part, nonsag, mildew resistant, acrylic emulsion sealant complying with ASTM C834, formulated to be paintable and recommended for exposed applications on interior locations involving joint movement of not more than plus or minus 5 percent
- E. Floor Joints Sealant: Provide ASTM C-920, Type S or M, Grade P, Class 25, Use T. Color of sealant shall be selected by Owner from manufacturer's standard colors.
- F. Primer for Sealant: Use a non-staining, quick-drying type and consistency recommended by the sealant manufacturer for the particular application.
- G. Bond Breakers: Use the type of consistency recommended by the sealant manufacturer for the particular application.
- H. Silicone Joint Sealants: Use Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT
- I. Backstops: Use glass fiber roping or neoprene, butyl, polyurethane, or polyethylene foams free from oil or other staining elements as recommended by the sealant manufacturer. Backstop material shall be compatible with the sealant. **Do not use oakum and other types of absorptive materials as backstops.**

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

Construction Joint Preparation

1. Removal of all interior joints and exterior wall joints.
2. Inspect joints for any spalling concrete, exposed re-bar, waterstop for any problem areas. If any, it shall be brought to the owners' attention and treated accordingly.
3. Joints shall be abrasive blasted.
4. Install closed cell backer rod into the joint, creating a stopping point at a depth equal to half of the joint width.
5. Apply one full coat of Dudick Primer 67 (or equivalent) to joint area where polysulfide sealant will

be applied.

6. Trowel apply Dudick Caulk 149, two component, polysulfide expansion/control joint sealant. (or equivalent)

7. Allow all products to cure for Immersion service in accordance with manufactures recommendations.

- A. Surfaces shall be clean, dry to the touch, and free from frost, moisture, grease, oil, wax, lacquer, paint, or other foreign matter that would tend to destroy or impair adhesion. Where adequate grooves have not been provided, clean out grooves to a depth of ½" and grind to a minimum width of ¼" without damage to the adjoining work. No grinding shall be required on metal surfaces.
- B. Steel Surfaces: Remove loose mill scale by sandblasting or, if sandblasting is impractical or would damage finish work, scraping and wire brushing. Remove protective coatings by sandblasting or using a solvent that leaves no residue.
- C. Copper or Bronze Surfaces: Remove temporary protective coatings from surfaces that will be in contact with sealant. When masking tape is used as a protective coating, remove tape and any residual adhesive just prior to sealant application. Use non-staining solvents recommended by the item manufacturer.

3.02 SEALANT PREPARATION

- A. Do not modify the sealant by addition of liquids, solvents, or powders. Mix multicomponent elastomeric sealants in accordance with manufacturer's printed instructions.

3.03 APPLICATION

- A. Backstops: Where joint cavities are constructed deeper than indicated, tightly pack the back or bottom with backstop material to provide a joint of the depth indicated. Install backstops dry and free of tears or holes.
- B. Primer: Just prior to application of the sealant or calking compound, clean out all loose particles from joints. Apply primer in accordance with compound manufacturer's directions. Do not apply primer to exposed finish surfaces.
- C. Bond Breaker: Provide bond breakers as recommended by the sealant manufacturer for each type of joint and sealant used.
- D. Sealant and Caulking Compounds: Use a compound that is compatible with the material to and against which it is applied. Do not use a compound that has exceeded its shelf life or has become too jelled to be discharged in a continuous flow from the gun. Apply the compound in accordance with the manufacturer's printed instructions. Force the compound into the joints with sufficient pressure to fill the joints solidly. Compound shall be uniformly smooth and free from wrinkles.
- E. Interior Sealant and Caulking: Provide sealant or caulking at all exposed joints in the building and at all joints indicated to receive sealant or caulking.

- F. Exterior Sealant: Provide sealant at all joints around the perimeter of openings and at all exposed joints on the building and at all joints indicated to receive sealant.
- G. Floor Joints Sealants: Provide sealant in all control joints and in other floor joints indicated or specified.
- H. Provide colors of exposed sealants to match colors of grout in tile adjoining sealed joints, unless otherwise indicated

3.04 PROTECTION AND CLEANING

- A. Protection: Protect areas adjacent to joints from compound smears. Masking tape may be used for this purpose if removed 5 to 10 minutes after the joint is filled.
- B. Cleaning: Immediately scrape off fresh compound that has been smeared on masonry and rub clean with a solvent as recommended by the compound manufacturer. Upon completion of compound application, remove all remaining smears and stains resulting therefrom and leave the work in a clean and neat condition. **The City will then leak test the tank with reuse water prior to placing it back into service**
- C.

SEALANTS AND CAULKING END OF SECTION

The specifications and scope of work for the:
Sand Filter Construction Expansion Joint Restoration, and Damming.

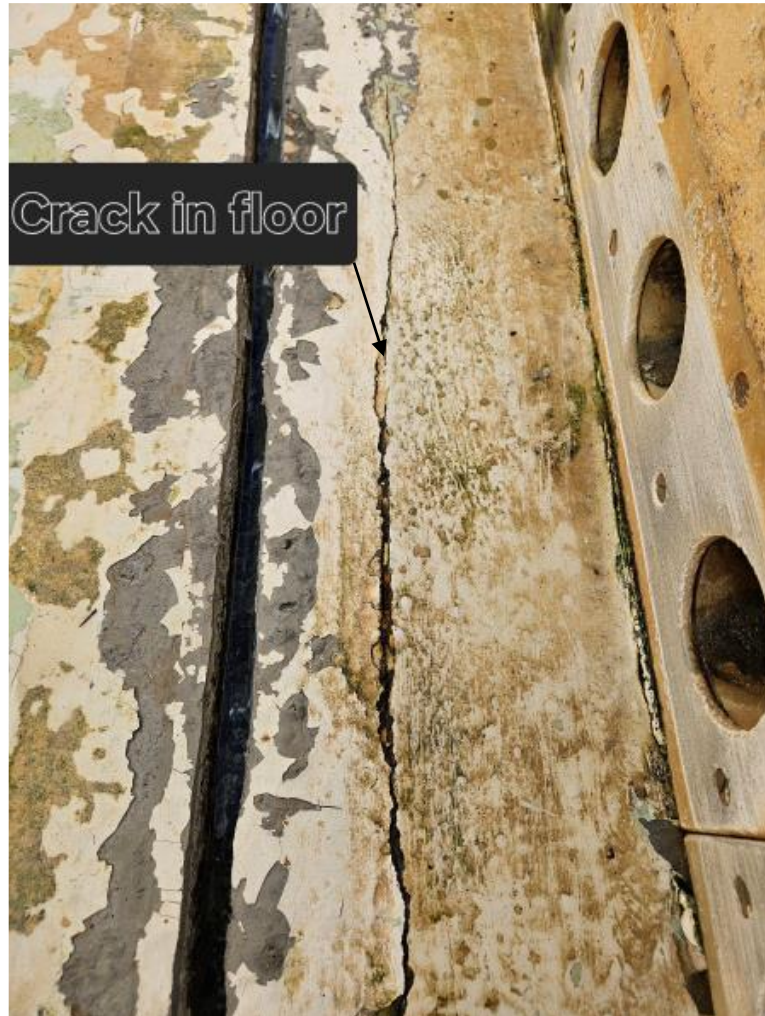
PAINTING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, tools, materials, equipment, scaffolding or other structures and incidentals necessary to complete this Contract in its entirety.
- B. The work includes painting and finishing of all new interior and exterior exposed items above and below grade and surfaces, such as structural steel, miscellaneous metals, ceilings, walls, floors, doors, frames, transoms, roof fans, construction signs, guardrails, posts, fittings, valves, tanks, equipment and all other work obviously required to be painted unless otherwise specified herein or on the Drawings. The omission of minor items in the Schedule of Work shall not relieve the Contractor of his obligation to include such items where they come within the general intent of the Specification as stated herein.
- C. The following items shall not be painted:
 - 1. Any code-requiring labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
 - 2. Any moving parts of operating units, mechanical and electrical parts, such

Attachment B



Sincerely,

Gary Peterson

Gary Peterson, Sr. Project Manager



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: 5/21/2024
RE: Parks and Recreation Annual Summer Membership Sale

REQUEST:

The request before the City Council is to review and approve a discount of 20% for Residents and 10% for non-Residents for a summer membership to the Recreation and Aquatic Center.

DISCUSSION:

Each year during May and June, the Recreation and Aquatic Center conducts a Summer Membership Drive. This practice has proven to be an effective marketing strategy to increase the number of memberships in the summer months.

The Summer Membership Sale allows families or individuals to utilize the Recreation and Aquatic Center at a discounted rate of 20% for Residents and 10% for non-Residents for the summer break when school is not in session. The Summer Membership Sale has been a successful revenue source in the past.

Staff proposes the following price points for summer memberships:

Resident Rate

Resident Youth - \$38.40
Resident Senior - \$48.00
Resident Adult - \$67.20
Resident Household - \$120.00

Non- Resident Rate

Resident Youth - \$54.00
Resident Senior - \$67.50
Resident Adult - \$97.20
Resident Household - \$189.00

The membership sale would be held from May 22nd until June 19th, 2024, to encourage new members to enroll.

RECOMMENDATION:

The recommendation before the City Council is to approve the summer membership sale to the Recreation and Aquatic Center.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
☐ Summer Membership Flyer	Backup Material

SUMMER

MEMBERSHIP SALE

	Resident	Non-Resident
Youth	\$38.40	\$54.00
Senior	\$48.00	\$67.50
Adult	\$67.20	\$97.20
Household	\$120.00	\$189.00

This membership sale will start Wed., May 22nd, 2024 and end Wed., June 19th, 2024.

Your Summer Membership will be active from the day of purchase through Sun., Aug. 11th, 2024.



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