



CITY COUNCIL REGULAR MEETING
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
June 18, 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 June 4, 2024 Regular Meeting Minutes Page 3
5. Proclamation - Recognizing David Prace as "Our Grand Old Man" Page 35
6. Swearing-In of New Firefighters David Caradonna and Zachary Cook
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. Parks and Recreation- Advisory Board Minutes - February and April 2024 Page 36
- b. Purchases/Payments for City Council Approval Page 43

9. Public Reading of Ordinances

- a. First Reading, Ordinance No. 2024-2294: Rezoning for the Cottages at Oyster Bayou Page 45
- b. First Reading, Ordinance No. 2024-2302: Creating the Flood Risk and Preparedness Public Information Committee Page 67
- c. Second Reading, Ordinance No. 2024-2291: Rezoning for 12.33 Acres of Property Located at Sea Forest Drive and Green Key Road Page 73
- d. Second Reading, Ordinance No. 2024-2301: Amendment to Section 27-3 RE: Public Art Page 92

10. Business Items

- a. Request for Extension of Stay on Order for Patriot Stogies Page 96
- b. Rejection of Sole Bid for ITB24-017 City Hall and Library Exterior Sealing Project Page 98
- c. Fleet Maintenance/Utility Purchasing Warehouse & Storage Building Construction Project – Guaranteed Maximum Price (GMP) Page 101
- d. Resolution No. 2024-08: Amendments to CDBG Housing Assistance Plan Page 124
- e. Parks and Recreation- Hometown Extravaganza Alcoholic Beverage Special Event Permit Request (Walk-On Item) Page 161

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: 6/18/2024
RE: Approval of June 4, 2024 Regular Meeting Minutes

REQUEST:

The request is for City Council to approve the minutes from the June 4, 2024 regular meeting.

DISCUSSION:

City Council met for their regularly scheduled meeting on June 4, 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 June 4, 2024 regular meeting as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
☐ June 4, 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

June 4, 2024

6:00 PM

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

ORDER OF
BUSINESS

1. Call to Order – Roll Call

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

Also in attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, Deputy City Clerk Nadine Ward, Finance Director Crystal Dunn, Fire Chief Chris Fitch, Public Works Director Robert Rivera, Deputy Police Chief Lauren Letona, Technology Solutions Director Mike Miller, Assistant City Manager Gregory Oravec and Human Resources Director Arnel Wetzel.

2 Pledge of Allegiance

3 Moment of Silence

4 Approval of May 21, 2024 Regular Meeting Minutes

Motion was made to approve the minutes as presented.

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

5 Proclamation - Juneteenth Independence Day

6 Library Special Recognition of Olivia Prescott RE: 1,000 Books Before Kindergarten Program

7 Proclamation - Gulf High School Graduation

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

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

- Rita King, 10926 Bounty St., NPR spoke regarding the contract for 5520 Grand Blvd and the reactivation of the Historic Preservation Board.
- Donna Jensen, 5922 Wyoming Ave., NPR, spoke regarding the preservation of the Schwettman building.
- George Romagnoli, 6325 Florida Ave., NPR spoke regarding legal notices, a crosswalk at Van Buren and Main Street and for the CRA to concentrate on other parts of the city.
- Marlowe Jones, 6141 Pine Hill Rd., PR spoke regarding the Juneteenth celebration and the Historic Preservation Board.

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

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

9 Consent Agenda

Motion was made to accept the Consent Agenda.

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

- a Purchases/Payments for City Council Approval

10 Public Reading of Ordinances

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

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to conduct a second and final reading of an ordinance to sell the city owned property located at 5306 Dartmouth Avenue in the amount of \$40,250 to Gary L. Blackwell Investments so that a single-family residence may be constructed on the lot. The minimum acceptable bid was \$25,000.00 with an available reimbursement of \$10,000.00 if the property receives a certificate of occupancy within 12 months of the sale. Upon opening the floor to public comment, 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 Kelly Mothershead. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

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

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to conduct a second and final reading of an ordinance to sell the city owned property located at 5214 Idlewild Street in the amount of \$50,250 to Gary L. Blackwell Investments so that a single-family residence may be constructed on the lot. The minimum acceptable bid was \$35,000.00 with an available reimbursement of \$15,000.00 if the property receives a certificate of occupancy within 12 months of the sale. Upon opening the floor to public comment, 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 Kelly Mothershead and seconded by Bertell Butler. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

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

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to conduct a second and final reading of an ordinance to sell the city owned property located at 5824 Louisiana Avenue in the amount of \$60,250 to Richard A. Olsen, Troy R. Olsen and Vicki L. Clark so that a single-family residence may be constructed on the lot. The minimum acceptable bid was \$40,000.00 with an available reimbursement of \$15,000.00 if the property receives a certificate of occupancy within 12 months of the sale. Upon opening the floor to public comment, 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 Matt Murphy and seconded by Kelly Mothershead. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

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

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to conduct a second and final reading of an ordinance to sell the city owned property located at 7440 US Highway 19 in the amount of \$39,000 to Lee Nguyen so that a single-family residence may be constructed on the lot. The minimum acceptable bid was \$35,000.00 with an available reimbursement of \$15,000.00 if the property receives a certificate of occupancy within 12 months of the sale. Upon opening the floor to public comment, 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 Bertell Butler and seconded by Kelly Mothershead. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

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

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced Asst. City Manager Gregory Oravec who then presented the item to Council. He stated that the purpose of this agenda item was to conduct a first reading of an ordinance to amend Section 27-3(c) of the Code of Ordinances regarding Public Art, providing for the expenditure of funds on private property when approved by City Council. He stated that the current Public Art Ordinance sets forth notable requirements and states that "Monies on deposit in the public art fund shall be budgeted and appropriated by city council solely to pay the cost of works of art installed in public places." Mr. Oravec stated that the proposed amendment to the Public Art Ordinance would read, "Monies on deposit in the public art fund shall be budgeted and appropriated by city council solely to pay the cost of selection, commissioning, acquisition, installation, maintenance, administration and insurance of works of art installed in public places, and such other places generally available to the public and approved by the City Council upon the execution of an appropriate agreement with the private property owner." The proposed amendment has the effect of broadening the definition of public places, enabling the City Council to make a determination as to suitable locations for public art projects. In addition to the "Tides of Time" project, in which bronze sculptures would be affixed to the front of many of Downtown's historic buildings, it is easy to imagine how this change would allow the City Council, if it saw fit, to authorize future public art projects in public areas of technically private properties, such as public-facing plazas at Keiser University, a redeveloped River Side Inn, or Aqua Harbor Hotel, where the City and private developer might be able to collaborate on something greater than either could accomplish on their own. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its first reading.

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

- 11 Business Items

a Consider Entering Into an Agreement w/Baycare Behavioral Health

City Manager Manns introduced Deputy Chief Lauren Letona who then presented the item to Council. She stated that the purpose of this agenda item was to approve a Memorandum of Understanding Agreement w/BayCare Behavioral Health, Inc (BCBH) in the amount of \$67,452.56 for case manager/social worker services to assist the New Port Richey Police Department's Life Improvement Facilitation Team (LIFT) and corresponding budget amendment. The Memorandum of Understanding Agreement with BCBH will enhance the services the LIFT Team provides to our community by having a case manager/social worker available (as per the terms of the MOU) to provide comprehensive wrap around services to help end homelessness, provide mental health support to individuals in need, provide substance abuse services to individuals in need, and to support our LIFT Teams overall efforts in the community to help and assist people. The funding for this item in the amount of \$67,452.56 will be paid for by the Opioid settlement funds received by the City of New Port Richey in the amount of \$16,900 and \$50,552.56 from the General Fund. 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 and corresponding budget amendment as presented.

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

b Public Art Project, entitled "Tides of Time," proposed by New Port Richey Main Street, Inc.

City Manager Manns introduced Asst. City Manager Gregory Oravec who then presented the item to Council. He stated that the purpose of this agenda item was to approve a public art project, entitled "Tides of Time," proposed by New Port Richey Main Street, Inc., approving the use of \$27,500 from the Public Art Fund, and authorizing the City Manager to execute all agreements and forms consistent with such approval. He began his presentation by giving an overview of the big picture. He stated that the public art project would help celebrate the City's Centennial. He stated that small bronze statues would be affixed to landmark buildings/locations in downtown and create an interactive downtown art adventure.

Upon opening the floor to public comment, the following people came forward to speak in support of the item:

- Beth Fregger
- Patrick Bene
- Gary - No last name given
- Gillian Harper
- Richard Melton
- Seth Cappa

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

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

12 Communications

Councilman Murphy spoke regarding the RAP River Run this Saturday. Councilman Altman spoke about Pine Hill Cemetery and attending the Area Agency on Aging Pasco-Pinellas event. Councilman Butler clarified his vote on the public art agenda item, spoke regarding the Historic Preservation Board and asked for regular status updates on Schwettman. Mayor Davis invited everyone to the Juneteenth event. He then opened a discussion about mileage reimbursements for City Council members for attending ceremonial functions related to their responsibilities. Deputy Mayor Mothershead indicated that she believed that it is appropriate to be reimbursed for business related travel. She then added that events attended outside of business are optional and are at the discretion of the members and should be the responsibility of those choosing to attend. Councilman Butler stated he

feels that conferences are the only things that should be mileage expense and questioned whether expenses should be approved by council. He would like expenses posted on the city website. Councilman Murphy stated he feels that it should be based on miles. Councilman Altman stated he feels there should be more discussions about where everyone is going and being invited to. City Attorney Driscoll stated he would draft a policy and bring it back to Council. Mayor Davis stated he will not be in town for the August 20, 2024 meeting. City Manager asked Rita King to stay after the meeting and discuss with her some suggestions of who would want to participate on the Historic Preservation Board.

13 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 7:33 p.m.

(signed) _____
Nadine Ward, Deputy City Clerk

Approved: _____ (date)

Initialed: _____



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Robert Kochen, Chief of Police

DATE: 6/4/2024

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

REQUEST:

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

DISCUSSION:

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

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

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

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

RECOMMENDATION:

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

BUDGET/FISCAL IMPACT:

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

ATTACHMENTS:

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

ORDINANCE NO. 2024-2299

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

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

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

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

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

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

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

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

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

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

ATTEST:

By: _____
Judy Meyers, City Clerk

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

(Seal)

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

Timothy P. Driscoll, City Attorney

REQUEST FOR PROPOSALS

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

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

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

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

Proposals must include:

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

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

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

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

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

CITY OF NEW PORT RICHEY, FLORIDA

By Judy Meyers, CMC, City Clerk

RFP24-012

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

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

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

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.



Office of the Mayor
City Of New Port Richey
Proclamation

WHEREAS, one hundred years ago, when the City of New Port Richey was incorporated, it bestowed upon Dr. Elroy Avery the title of "Our Grand Old Man"; and

WHEREAS, the City of New Port Richey would like to honor a true gentleman who was an inspiration in volunteerism; and

WHEREAS, David Prace was a past president of the Friends of the New Port Richey Library and of the West Pasco Historical Society. David volunteered at the election polls in Pasco County and for over 25 years, he was a volunteer along with his wife Midge at the Community Hospital, now known as Trinity HCA Hospital; and

WHEREAS, David also gave years of volunteer service to the Richey Suncoast Theater; and

WHEREAS, for many years David served as the Librarian at the Elfers Cares Senior Center and facilitated their book club; and

WHEREAS, David peacefully passed away on May 22, 2024 at 94 years of age.

WHEREAS, the City of New Port Richey deems it proper to recognize David Prace as our "Grand Old Man" as a kick off to our Centennial Celebration.

NOW, THEREFORE, I, Chopper Davis, Mayor of the City of New Port Richey, do hereby express the City of New Port Richey's appreciation to

David Prace

For generously volunteering his time to so many organizations within the City of New Port Richey.



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: Andre Julien, Director for Parks and Recreation

DATE: 6/18/2024

RE: Parks and Recreation- Advisory Board Minutes - February and April 2024

REQUEST:

The request before the City Council is to review and approve the Parks and Recreation Advisory Board minutes for February 2024 and April 2024.

DISCUSSION:

The Parks and Recreation Advisory Board meets monthly. The Parks and Recreation Advisory Board has approved minutes from their February and April meetings. The next Parks and Recreation Advisory Board meeting is scheduled for June 11th, 2024, at 7:00am in the Oak Room at the New Port Richey Recreation and Aquatic Center, which is located at 6630 Van Buren Street. The public is invited to attend.

RECOMMENDATION:

The recommendation before City Council is to review and accept the minutes for the February and April City of New Port Richey Parks and Recreation Advisory Board meeting minutes.

BUDGET/FISCAL IMPACT:

No impact

ATTACHMENTS:

Description	Type
❑ February 2024 Meeting Minutes	Backup Material
❑ April 2024 Meeting Minutes	Backup Material

PARKS & RECREATION ADVISORY BOARD MEETING MINUTES

February 13, 2024

The regular meeting of the Parks & Recreation Advisory Board was held at the Recreation & Aquatic Center and called to order at 7:00am on Tuesday, February 13, 2024. Board Members Chairman David Schrader, Carolyn Marlowe, Rob Oman, Launi Schmutz-Harden, and Bertell Butler were in attendance. Stephen Blanchard was not in attendance.

1. APPROVAL OF MINUTES

- The January 9, 2024 minutes were unanimously approved.

2. OLD BUSINESS

- Advisory Board members recruitment
An update was provided to the board regarding any new potential board members. Staff has not had anyone express interest in becoming a board member. Staff will continue to work on finding potential new members. Bertell said that he knows two individuals who are interested, however they are not city residents.
- Sims Park playground & fitness area resurfacing
Staff gave an update that the timeline discussed in the previous meeting is still accurate.

3. NEW BUSINESS

- Reappointment of Board Member – Dave Schrader
City Council approved the reappointment of Dave Schrader as a member of the Advisory Board on Tuesday, January 16, 2024.
- Chairman and Vice-chairman election
Bertell made a motion to reappoint Dave Schrader as the Chairman of the Advisory Board. Launi seconded the motion. Motion passed. 5-0. Rob made a motion to nominate Launi as the Vice-chair. Bertell seconded the motion. Motion passed. 5-0
- Recreation Trails Program Grant – James E. Grey Preserve Trail Improvement Project
Staff provided the board with information regarding the RTP Grant application that the City will be submitting at the end of the month.

Staff provided a copy of the proposed site plan for the project. A discussion was held amongst board members about the project. Rob asked about the different types of trails and what the reasoning was to break it up between shell and wooden boardwalks. Staff explained that due to the various path elevations throughout the trail system was why some areas had shell paths and others would be a wooden boardwalk. Staff also made the board aware of the survey that was sent out as part of the public information outreach for the project. The survey was posted to social media and sent out via email. Staff provided the board with the grant amount that they were seeking for this project. Launi made mention of incorporating outdoor educational components when considering how to program the park in the future. The board was supportive of the City's intention to submit an application for this project and encourages staff to continue to seek grant funding for projects.

- **Summer Camp 2024**

This year's summer camp dates will be May 28 – August 9 which is 11 total weeks. The 11-week summer is an increase of 4 weeks from last summer. This is a great opportunity to provide the community with child care coverage for the time that kids are out of school. Chairman Dave Schrader asked about how payments are handled for camp registration. He asked if it's paid weekly or for the full summer.

- **Upcoming Lifeguard Courses – Feb., Mar., & Apr.**

The department will be hosting lifeguard courses for the next three months as we prepare for the upcoming summer pool season.

- **January event wrap-ups**

Staff provided event recaps for the following events:

- *January 13th, 2024-Kids Night Out-Pirate Themed*

Parents drop their kids off for a night of pirate themed games, activities and crafts We had 20 kids attend this one.

- *January 19th & 20th-Home Show Extravaganza*

Hosted the event put on by RJ Kielty. We had over 1000 people over the two days come into the facility to check out the free event.

- *January 19th- Arbor Day Event*

The event was a success. It was held in Frances Ave. Park. City staff, environmental committee chair, members of the public, and students and teachers from Genesis School were a part of the event.

- *January 27th- Concert in the Park-*
The concert featured the “All Fired Up” Pat Benatar Tribute Band. The concert was well attended.
- *February 3rd- Kids Night Out: Super Hero Theme*
Parents drop their kids off for a night of pirate themed games, activities and crafts We had 30 kids attend this one.
- *February 10th- Family Valentines Dance*
This is the first year where we did a family dance versus a daddy daughter dance. There were 70 people pre-registered and 10 people the day of the event. DJ McBrownie, who is a city resident and member of the facility was hired as the DJ for the event. The food was catered from Leaning Tower for the event.
- Request for volunteers at Spring Fling event
Staff asked for volunteers from the board for the upcoming Spring Fling event happening March 30, 2024 from 4:30pm to 8:00pm

4. UPCOMING SPECIAL EVENTS/REC PROGRAMS/LEAGUES

Staff provided a general overview of the upcoming events.

- Concert in the Park (Journey Tribute Band – Girls Can’t Help It) – Sat., Feb. 17th @ 7pm, Sims Park
- Quilt Show – Fri., Feb. 16th through Sun., Feb. 18th, Rec & Aquatic Center
- Basketball League evaluations – Sat., Feb. 24th
- Adult Basketball League starts – Wed., Feb 28th
- Kids Night Out – Sat., Mar. 2nd, @ 6pm, Rec & Aquatic Center
- March on Main Chalk Festival (Mainstreet) – Sat., Mar. 2nd, Sims Park
- Cindy’s Pets Strawberry Festival – Sun., Mar. 3rd, Sims Park
- Chasco Fiesta – Fri., Mar. 15th through Sun., Mar. 23rd, Sims Park
 - Boat Parade – Sat., Mar. 16th
 - Car Show – Sun., Mar. 17th
 - Street Parade – Sat., Mar. 23rd
- Spring Camp – Mon., Mar. 25th through Fri., Mar. 29th, 7:30am – 5:30pm
- Spring Fling (Easter event) – Sat., Mar. 30th, @ 5pm, Rec & Aquatic Center
- Concert in the Park (Blues Brothers & Tina Turner Tribute – Rock Review) – Sat., Apr. 13th @ 7pm, Sims Park

Chairman Dave Schrader discussed the issue of parked cars in the downtown area during the parade and that the cars have a difficult time finding there way around the detours. A request to consider the staging of an ambulance due to the road closures was brought up.

The meeting adjourned at 7:53am.

Respectfully submitted,
Krista J. Schiano

PARKS & RECREATION ADVISORY BOARD MEETING MINUTES

April 9, 2024

The regular meeting of the Parks & Recreation Advisory Board was held at the Recreation & Aquatic Center and called to order at 7:00am on Tuesday, April 9, 2024. Board Members Chairman David Schrader, Carolyn Marlowe, Rob Oman, Launi Schmutz-Harden and Stephen Blanchard were in attendance. Bertell Butler was not in attendance due to the Municipal Election being held.

1. APPROVAL OF MINUTES

- The February 13, 2024 minutes were unanimously approved. There was no quorum on March 12, 2024

2. OLD BUSINESS

- Advisory Board members recruitment
Two potential members, Tad Clemons and Kevin Robinson, were brought to the meeting and introduced. Staff still has not had anyone express interest in becoming a board member. Board members will continue to work on finding potential new members.

3. NEW BUSINESS

- Project Updates
The locker room renovation project will take approximately 3 months for the entire job to be done. The men's locker room is being done first, followed by the family locker room and the women's locker room will be completed last.
The turf project in Sims Park is progressing as planned and will be done before the end of the month.
Meadows Dog Park construction is complete and information on a ribbon cutting event will be coming out shortly.
- Citizens Academy
The Recreation and Aquatics Center hosted the Academy on April 3, 2024. Fourteen people were in attendance and our staff provided information on the Recreation Center and Aquatics area and gave a tour of the facility

- City of new Port Richey 2024 Volunteer Appreciation Dinner
The event will be held on Tuesday, April 23, 2024 at the Spartan Manor event center.
- March event wrap-ups
 - March 16th- Special Olympics 5K
A fundraiser for Special Olympics held here at the facility through the Chasco fiesta. They had about 100 total runners this year.
 - March 23rd- Chasco Street Parade
The theme was Rock and Roll and department staff designed and built the float.
 - March 25th – March 29th (Spring Break Camp)
We had 40 campers sign up. This is 15 more than last year. We split up into two groups (5-8 & 9-12) and rotated throughout the facility. We used the pools, playground, gym, palm room, and oak room for activities throughout the day. The camp took a field trip to Astro Skate.
 - March 30th- Spring Fling Event
Our annual easter event. We had the egg hunt broken up into 4 different age brackets, bounce houses, pictures with the easter bunny, food vendors, 1 craft activity booth, 1 game activity booth, the library, and a petting zoo at this event. The event was free to everyone. We had roughly 2,000 people at the event.
 - April 4th- Citizens Academy
Spoke about the facility and park updates, both aquatic and recreation information, and gave a tour of the facility. Had 19 people sign up for this academy.
 - April 6th- Kids Night Out
The theme was Dinosaur for this month's KNO. Parents drop their kids off for a night of dinosaur themed games, activities and crafts. We had 40 kids attend this one.
 - Basketball League updates
The youth Basketball League has 3 weeks remaining.
The Adult Basketball has 4 weeks remaining.

4. **UPCOMING SPECIAL EVENTS/REC PROGRAMS/LEAGUES**

Staff provided a general overview of the upcoming events.

- Concert in the Park (Blues Brothers & Tina Turner Tribute – Rock Review)
– Sat., Apr. 27th @ 7pm-8:30pm, Sims Park
- Concert in the Park (“All Fired Up”) – Sat., May 25th, 7pm-9pm, Sims Park
- Kids Night Out – Sat., May 25th, 6pm-9pm, Rec & Aquatic Center
- Kids Fishing Tournament – Sat., May 25th, Sims Park
- Summer Pool Schedule – Sat., May 25th (All Pools Open, Mon-Sun)

- First Day of Summer Camp – Tues., May 28th
- Rap River Run – Sat., June 8th, Sims Park
- 4th of July Event – Sat. June 29th, Sims Parks & Orange Lake

Chairman Schrader thanked both Tad Clemons and Kevin Robinson for coming to the meeting. The meeting adjourned at 7:28am.

Respectfully submitted,
Krista J. Schiano



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Crystal M. Dunn, Finance Director
DATE: 6/18/2024
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

SC Signature Construction, Inc. Main Street Sidewalk Improvements	\$145,908.00
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Commercial Energy Specialists Lap Pool Heaters	\$41,239.98
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RECURRING EXPENDITURES OVER \$25,000

Waste Pro of Florida Solid Waste Collection Fee – April 2024	\$149,645.85
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Core & Main Annual Software Fee	\$25,211.94
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NEW PORT RICHEY

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

TO: City of New Port Richey City Council

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

DATE: 6/18/2024

RE: First Reading, Ordinance No. 2024-2294: Rezoning for the Cottages at Oyster Bayou

REQUEST:

The request is for City Council to conduct a first reading of an ordinance to rezone the development known at Cottages at Oyster Bayou from Planned Development District (PDD) to Planned Development District (PDD) with an amended site plan.

DISCUSSION:

The subject property is located at the northwest corner of Green Key Road and Manor Beach Drive. The property is currently zoned for a PDD with a site plan approved for 66 lots to accommodate RV cottages. The site plan was under construction when the developer passed away leaving the site unfinished.

The new owners are completing the site work and are requesting to modify the site plan to accommodate attached and detached single family homes. Additionally, the owner is requesting a replat relocate the clubhouse and add lots along the waterfront. The number of lots will remain below 66 units.

Additional development standards are incorporated into the rezoning ordinance to address lot setbacks and architectural style.

The proposal is consistent with the following policies of the City's Comprehensive Plan:

- FLU 1.2.2 The City shall encourage a balanced land use mix providing for a variety of housing styles, densities and open space.
- HOU1.1.5 The City shall continue to allow a variety of residential densities and housing types through the Future Land Use Map and the Land Development Code.

The original developer had planned a RV cottage community that would allow RV owners to park their RV while living in their cottage. The original owner developed the site and had begun construction on six of the lots. The new developers have completed the site work and are finalizing the construction on the six lots.

After reviewing the market conditions for housing in the area, the new developers are proposing to amend the site plan to allow construction of attached and detached single family to meet the demand for single family housing in the city. Additionally, the proposed site plan includes a replat to allow six additional lots along the water and to relocate the club house to lots one and two. The total density will remain below the maximum allowed of 66 dwelling units. Other amenities along the water will remain.

The DRC reviewed the plan for compliance with the multifamily design standards. In particular, livability and compatibility with surrounding neighborhoods. The proposed site plan meets the objective of the multifamily design standards for livability, architectural style, appropriate scale and amenities for residents. The LDRB reviewed this matter at its meeting on May 15, 2024 and unanimously approved the proposed changes.

RECOMMENDATION:

Staff recommends that City Council conduct a first reading of an ordinance to rezone the development known at Cottages at Oyster Bayou from Planned Development District (PDD) to Planned Development District (PDD) with an amended site plan as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2024-2294: Rezoning for Cottages at Oyster Bayou	Backup Material
▣ Rezoning Application	Backup Material
▣ Site Plans	Backup Material
▣ LDRB Draft Minutes - May 16, 2024	Backup Material

ORDINANCE NO. 2024-2294

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE (LDC) ZONING DISTRICT MAP; PROVIDING FOR REZONING OF APPROXIMATELY 7.57 ACRES OF PROPERTY, GENERALLY LOCATED AT THE NORTHWEST CORNER OF GREEN KEY ROAD AND MANOR BEACH ROAD, AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT "A" AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AMENDMENT OF THE ZONING DISTRICT DESIGNATION FOR SAID PROPERTY FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD) WITH AMENDED SITE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the owner/applicant, Crafted Milestone LLC, filed with the Development Department, a Zoning District Map (ZDM) amendment application to change from PDD to PDD with amended site plan, the zoning designation of 7.57 acre property located at the northwest corner of Green Key Road and Manor Beach Road;

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

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

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

WHEREAS, at the duly noticed LDRB regular public hearing held on May 16, 2024, the LDRB sitting as the Local Planning Agency considered the Development Department staff report and recommendation and all competent substantial evidence presented at the hearing, and forwarded the record to the City Council with a recommendation the Ordinance be adopted;

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

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

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

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

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

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

Section 2. Rezoning approved. The Land Development Code Zoning District Map of the City of New Port Richey is hereby amended to amend the Zoning Designation for the property described herein from Planned Development District (PDD) to Planned Development District (PDD) with amended site plan as shown in Exhibit “B” attached hereto, with the following development standards:

- A. Maximum density shall not exceed 66 dwelling units;
- B. Private streets shall be 24 feet in width built to city standards;
- C. Parking shall consist of three spaces per lot and an additional 13 spaces for guest parking;
- D. Landscape buffer for entire development shall be 15 feet on the east and west sides and 10 feet on the south side of the site;
- E. Setbacks for overall development:
 - 1. Front (Green Key Road) – 25 feet
 - 2. Side (Manor Beach Road) – 30 feet
 - 3. Side (west property line) – 15 feet
 - 4. Rear (north property line) – 15 feet;
- F. Setbacks for individual lots:
 - 1. Front – 5 feet
 - 2. Side – 5 feet for detached single family
 - 3. Side – zero feet for attached single family
 - 4. Rear – 5 feet
 - 5. Lot 64 shall not construct within 5 feet from the stormwater system and impervious area shall not exceed 1,350 square feet;

- G. Adjoining lots for attached single family homes shall be owned by the same person/entity at time of construction;
- H. Maximum height of buildings shall not exceed 35 feet from base floor elevation;
- I. Impervious surface shall not exceed 1,600 square feet per lot;
- J. Landscaping for individual lots shall be installed prior to issuance of a certificate of occupancy;
- K. Architectural style shall be coastal cottage as represented in Exhibit C; and
- L. The Homeowners Association shall serve as the Architectural Review Board.

Section 3. Property description. The property subject to this Zoning District Map amendment is located at northwest corner of Green Key Road and Manor Beach Road as shown on the location map attached hereto as Exhibit "A", and is legally described as follows:

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE RUN S89°44'45"W, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 460.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF N45°15'15"W, 141.42 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 157.08 FEET THROUGH A CENTRAL ANGLE OF 89°59'56"; THENCE RUN N00°15'15"W, 367.92 FEET; THENCE S89°44'45"W, 25.00 FEET TO THE POINT OF BEGINNING AND A FOUND 3"X3" CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 10, GREEN KEY ESTATES, AS RECORDED IN PLAT BOOK 6, PAGE 57, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE RUN S00°15'15"E ALONG THE WEST RIGHT OF WAY LINE OF MANOR BEACH ROAD A DISTANCE OF 367.92 FEET TO A FOUND 3"X3" CONCRETE MONUMENT AT THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF S12°00'25"E, 51.13 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 51.49 FEET THROUGH A CENTRAL ANGLE OF 23°36'03" TO A FOUND 3"X3" CONCRETE MONUMENT ON THE NORTH RIGHT OF WAY LINE OF GREEN KEY ROAD; THENCE S89°44'32"W ALONG SAID RIGHT OF WAY LINE 705.48 FEET TO THE MEAN HIGH WATER LINE OF OYSTER BAYOU; THENCE RUN ALONG SAID MEAN HIGH WATER LINE THROUGH THE FOLLOWING SEVEN COURSES: THENCE N40°31'25"E, 10.69 FEET; THENCE N03°34'02"W, 30.45 FEET; THENCE N02°46'41"W, 36.45 FEET; THENCE N08°57'07"W, 46.55 FEET; THENCE N18°19'46"W, 21.80 FEET; THENCE N53°31'08"W, 20.65 FEET; THENCE N89°40'26"W, 10.56 FEET TO THE EAST LINE OF PENINSULAR PARADISE, AS RECORDED IN PLAT BOOK 4, PAGE 71 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE LEAVING SAID MEAN HIGH WATER LINE RUN N00°05'31"E ALONG SAID EAST LINE A DISTANCE OF 399.43 FEET TO A FOUND 3"X3" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID PENINSULAR PARADISE AND TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF 13°20'45", A RADIUS OF 185.86 FEET AND A CHORD BEARING AND DISTANCE OF S64°24'46"E, 43.19 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 43.29 FEET; THENCE S72°27'32"E, 106.68 FEET; THENCE S73°52'34"E, 163.50 FEET; THENCE S76°21'01"E, 53.32 FEET; THENCE S08°21'50"E, 54.64 FEET; THENCE N81°25'54"E, 24.68 FEET; THENCE S14°24'44"E, 34.38 FEET; THENCE N74°54'24"E, 14.93 FEET; THENCE N14°30'23"W, 34.20 FEET;

THENCE N74°18'55"E, 13.90 FEET; THENCE N74°41'15"E, 31.27 FEET; THENCE N56°58'18"E, 17.74 FEET; THENCE N64°05'45"E, 6.03 FEET; THENCE N47°22'45"E, 23.72 FEET; THENCE N45°10'23"E, 24.22 FEET; THENCE N81°05'17"E, 15.35 FEET; THENCE N61°27'04"E, 19.26 FEET; THENCE N36°16'16"E, 12.66 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED LOT 10 OF GREEN KEY ESTATES; THENCE S54°11'04"E, ALONG SAID LINE A DISTANCE OF 96.21 FEET; THENCE CONTINUE ALONG SAID LINE N89°52'31"E, 118.17 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 7.57 ACRES MORE OR LESS.

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

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

Section 6. Effective date. This Ordinance shall be effective upon its adoption as provided by law.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 18th day of June, 2024.

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

ATTEST:

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, CMC, City Clerk

Alfred C. Davis, Mayor – Councilmember

(SEAL)

APPROVED AS TO LEGAL FORM AND CONTENT

Timothy P. Driscoll, City Attorney
CA Approved – 6-5-2024

EXHIBIT A LOCATION MAP



EXHIBIT B SITE PLAN

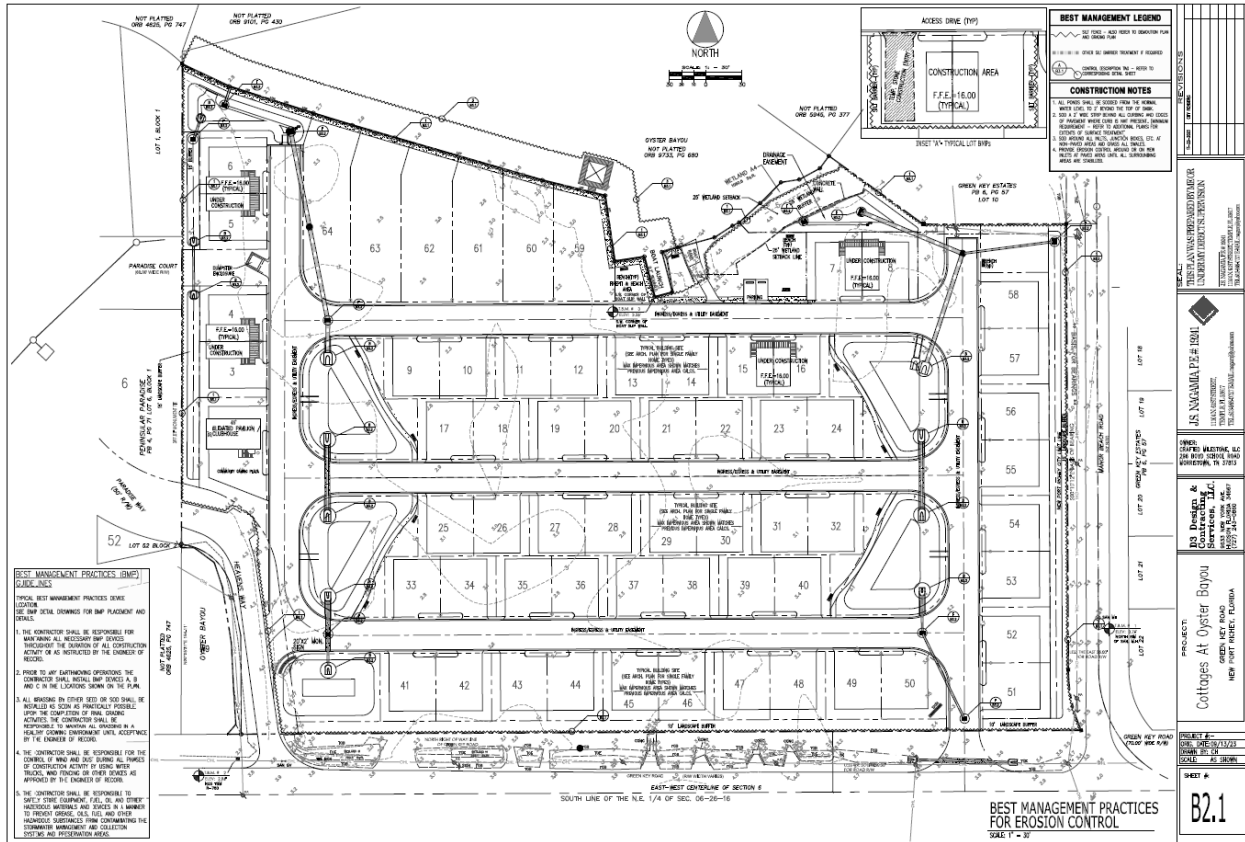


EXHIBIT C
ARCHITECTURAL STYLE









REZONING APPLICATION

City of New Port Richey
Planning and Development Department
City Hall, 5919 Main Street, 1st Floor
New Port Richey, FL 34652
Phone (727) 853-1044 * Fax (727) 853-1052

Case #: _____
☐ Send copy to Pasco County, if w/in 1 mile
☐ Send to Pasco Schools, if residential

DRC Date: _____
LDRB Date: _____
Date Received: _____

- ☐ Submit one original signed and notarized application
- ☐ Submit original signed and sealed survey
- ☐ Submit 1 digital version of application
- ☐ Submit application fees: \$850 for rezoning; \$2,500 for rezoning-PDD; \$1,250 for rezoning-PDD (Amendment)
(Checks made payable to the *City of New Port Richey*)

Property Owner and Representative Information:

Current Property Owner(s): Crafted Milestone LLC		Phone: 423-581-6329
Owner Address: 296 boyd School Rd Morristown, TN 37813		
Owner Email Address: mcqueen@craftedmilestone.com		
Owner's Representative(s): T. Phillip Carlyle	Relationship to Owner: Co/Owner	
Representative Mailing Address: 296 Boyd School Rd		
Representative Email Address: pcarlyle@hotmail.com	Phone: 865-396-9978	
Primary contact: (<i>This is the <u>one</u> person to whom the City will send all communication regarding this application</i>) Phillip Carlyle (865-396-9978)		

Property Information:

Street Address: 4835 Green Key Rd New Port Richey, FL 34652		
General Location: Corner of Green Key Rd and Heavens Way		
Size of Site:	Square Feet: 329,0015	Acres: 7.55
Legal Description of Subject Property: (*An electronic copy of the legal description, in Word format, is required as part of this application submittal) Cottages at Oyster Bayou		
Parcel Number(s): 06-26-16-0090-00A00-0000 (Also to include all parcels contained by Oyster Bayou)		

Zoning District: R3/MF10	Proposed Zoning District: R3/MF10
Future Land Use Category: 58 Residential parcels and 58 residential dwellings	Proposed Future Land Use Category: 62 residential parcels and 62 residential dwellings
Existing Use: <i>(Include # of residential unit and/ or square footage of non-residential uses):</i>	Proposed Use: <i>(Include # of residential units and/ or square footage of non-residential uses):</i>

How is proposal consistent with the goals, objectives and policies of the Comprehensive Plan?

Our project was approved in 2019. We are modifying the density that is still lower than the original approval of 66 dwellings. Our development will consist of all single family structures and keep a consistent elevated beach cottage design throughout.

Submittal Information:

(Please address the following information on a separate sheet and attach to this application)

Guidelines for Granting a Rezoning. LDC § 5.01.11.

The development department, development review committee, and land development review board shall consider all of the following guidelines when making a recommendation to the city council on a rezoning application, and the city council shall consider all these guidelines in determining whether to adopt an ordinance granting such rezoning:

1. Whether the proposed zoning district is one (1) of the zoning districts intended to implement or be consistent with the future land use map designation of the property;
2. If more than one (1) zoning district implements or is consistent with the future land use map designation of the property, whether the proposed zoning district is the most suitable zoning district;
3. Whether there are substantial reasons why the property cannot be used in accordance with its present zoning district, or the existing zoning district is otherwise unsuitable;
4. Whether the proposed zoning district is consistent with the character of the existing land use pattern;
5. Whether the proposed zoning district abuts a property with a zoning district similar in intensity to the proposed zoning district, or serves as a suitable transition zoning district between two (2) or more different abutting zoning districts;
6. Whether there are substantial changed or changing conditions in the character of the area where the property is located so that the proposed zoning district is now suitable;
7. Whether based upon the property's size, shape, or characteristics the proposed zoning district is out-of-scale with the surrounding area;
8. Whether the proposed zoning district is premature, based upon the existing conditions in the surrounding area;
9. Whether there is a substantial public need or purpose for the proposed zoning district consistent with the public health, safety and general welfare;
10. Any other factors that may be relevant to the rezoning, such as its location within an enclave, recent annexation into the city, or to conserve the value of buildings and natural resources;
11. The totality of the circumstances; and
12. Any competent substantial evidence presented at the public hearings.

Consistency with Concurrency: The following calculations shall be used to **determine the projected demand** of the proposed project on the applicable public facility/service. The calculations are listed by facility/service type. (*Please fill in blanks.*)

<p><u>POTABLE WATER</u> - Adopted level of service (LOS) = 152 gal/day/capita (nonresidential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><u>Single-family:</u> 152 gal × 2.12 persons/household × <u>62</u> units = <u>19,179</u> gal/day/capita (demand)</p> <p><u>Multi-family:</u> 152 gal × 1.90 persons/household × <u> </u> units = <u> </u> gal/day/capita (demand)</p> <p><u>Commercial:</u> See <u>Table I</u> below from the Land Development Code for estimated water/sewage flows.</p>	<p><u>WASTEWATER</u> - Adopted level of service (LOS) = 114 gal/day/capita (nonresidential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><u>Single-family:</u> 114 gal × 2.12 persons/household × <u>62</u> units = <u>14,494</u> gal/day/capita (demand)</p> <p><u>Multi-family:</u> 114 gal × 1.90 persons/household × <u> </u> units = <u> </u> gal/day/capita (demand)</p> <p><u>Commercial:</u> See <u>Table I</u> below from the Land Development Code for estimated water/sewage flows.</p>
<p><u>SOLID WASTE</u> - Adopted level of service (LOS) = 6.3 lbs/day/capita (nonresidential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><u>Single-family:</u> 6.3 lbs × 2.12 persons/household × <u>62</u> units = <u>13.36</u> lbs/day/capita (demand)</p> <p><u>Multi-family:</u> 6.3 lbs × 1.90 persons/household × <u> </u> units = <u> </u> lbs/day/capita (demand)</p> <p><u>Commercial:</u> See <u>Table I</u> below from the Land Development Code for estimated water/sewage flows.</p>	<p><u>RECREATION/OPEN SPACE</u> - Refer to the New Port Richey Comprehensive Plan for adopted level of service standards.</p> <p><u>Single-family:</u> <u>62</u> units × 2.12 persons/household = <u>131.4</u> (population projection)</p> <p><u>Multi-family:</u> <u> </u> units × 1.90 persons/household = <u> </u> (population projection)</p> <p>Sites over five acres in area and zoned MF-30 District shall provide five percent of the total net acreage of the development for recreational purposes. Refer to Section 7.06.07 of the Land Development Code.</p>
<p><u>Stormwater Management.</u> Refer to the Stormwater Management and Erosion Control Policy and Procedures Manual for standards necessary to comply: LOS = 25-year, 24-hour storm event.</p>	

Transportation. Refer to the New Port Richey Comprehensive Plan for the adopted Level of Service Standards. Refer to the Land Development Code for the **requirements of a Transportation Study.**

1. Determine the number of trips generated by the proposed project during the **PM PEAK** hour using the most recent edition of the ITE "Trip Generation" report with no adjustments for internal capture or passerby trips. **Include your calculation(s) here:** see attached traffic study.
2. If the total number of trips is equal to or greater than 50 trips, then a transportation study shall be prepared. The report shall be signed and/or sealed by either a registered professional engineer or a member of the American Institute of Certified Planners.
 - a. If no study is required, the applicant is required to provide only the existing directional **PM PEAK** hour traffic volumes and level of service for the roadways link to which project driveways connect. This information shall include project traffic. **Provide this information here:** _____.
 - b. The data shall be in conformance with Notes 3a and 3b of "Existing Conditions" contained in the Land Development Code.
3.
 - a. Existing directional **PM PEAK** hour traffic volumes and LOS on all existing collectors/arterials in study area. **Provide information here:** _____.
 - b. Existing turning movement volumes at the impacted intersection(s) and intersection LOS.

Process:

A pre-application meeting will be held with City Staff to ensure the application is complete. Applications must be submitted on Friday by 10:00 am. Once deemed complete, the application will be scheduled for review by the Development Review Committee (DRC). The DRC will review the application for compliance with codes and regulations. Changes may be suggested and additional reviews by the DRC may be necessary. Following the DRC, the case will be scheduled for review by the Land Development Review Board (LDRB) and City Council.

The hearing process to review this application is considered quasi-judicial and operates much like a court of law. The LDRB and City Council members act in a similar capacity as a judge and must govern themselves in accordance with the basics of due process in making decisions. Contact with any of these members about my application should be avoided. These members have been instructed to avoid all such conversations with applicants or people in opposition to or support of any Land Use Plan Amendment. Decisions will be made based on evidence and testimony that is presented at scheduled public hearings and not on information gathered outside of these hearings.

Attendance at meetings:

The applicant or applicant's representative needs to be present at all meetings including DRC, LDRB and/or City Council. Call Development Department Staff at 727-853-1039 to find out when this case will be scheduled for these meetings.

Submittal Information Authorization to visit the property:

Site visits to the property by City representatives are essential to process this application. The Owner/Applicant, as notarized below, hereby authorizes the City representatives to visit, photograph and post a notice on the property described in this application.

Authorization for owner's representative(s):

I Crafted Milestone LLC, the owner, hereby authorize T. Phillip Carlyle to act as my representative(s) in all matters pertaining to the processing and review of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Signature of Current Property Owner(s): [Signature]

Date: 10-18-2023

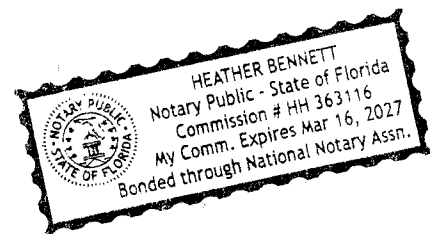
Subscribed and sworn to before me this 18th day of October, 2023

who is personally known to me and/or produced T. Phillip Carlyle as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public: [Signature]

My Commission Expires: 3/16/27



Applicant's Affidavit:

I T. Phillip Carlyle, the owner or authorized representative, certify that I have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all aspects true and correct, to the best of my knowledge. It is also acknowledged that the filing of this application does not constitute automatic approval of the request and, further, if the request is approved, I will obtain all necessary permits to comply with all applicable orders, codes, conditions, and rules and regulations pertaining to the use of the subject property. (Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized to act on behalf of the corporation.)

Signature of Owner or Authorized Representative: [Signature] Date: 10-18-2023

Subscribed and sworn to before me this 18th day of October, 2023

who is personally known to me and/or produced T. Phillip Carlyle as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public: [Signature]

My Commission Expires: 3/16/27

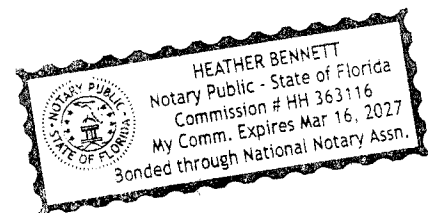
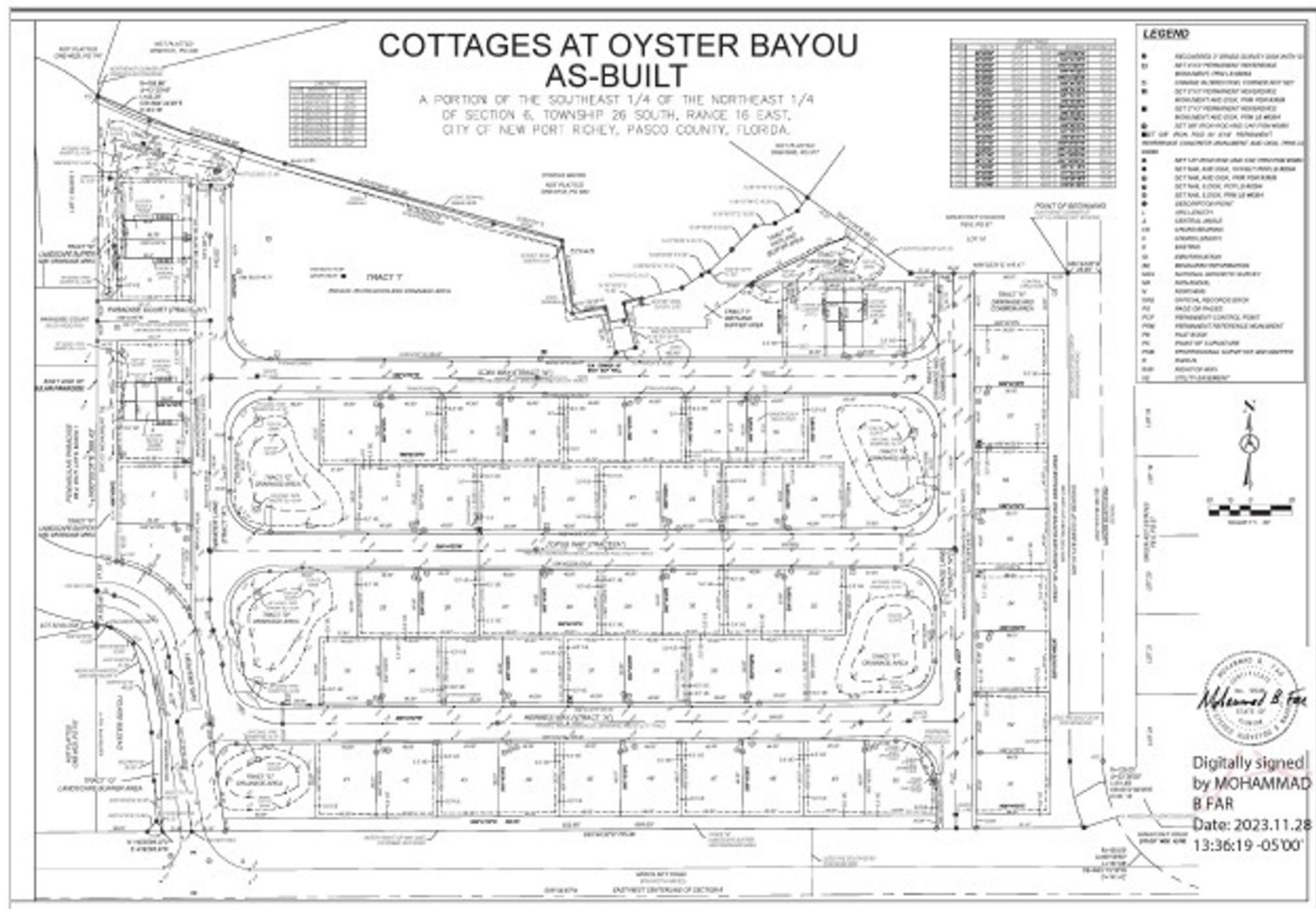


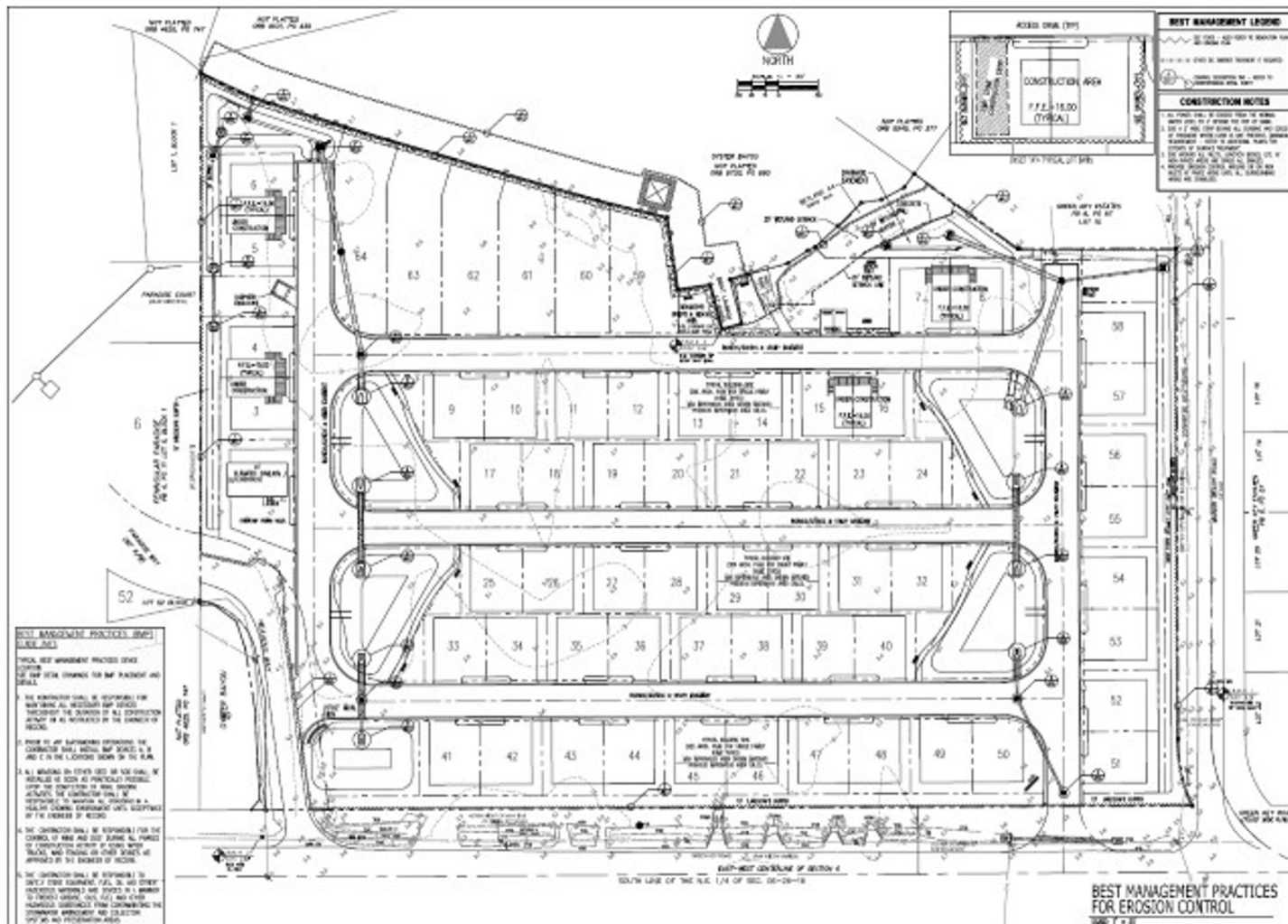
Table I: Estimated Sewage/Water Flows for Commercial Development:		
Type of Establishment		Gallons Per Day (GPD)
Airports		
	Per Passenger	5
	Add Per Employee (per 8 hour shift)	20
Barber and Beauty Shops		
	Per Chair	100
Bowling Alleys		
	Toilet Wastes Only per Lane	100
County Club		
	Per Resident	100
	Per Member	25
	Per Employee (per 8 hour shift)	20
Dentist Office		
	Per Wet Chair	200
	Per Non-Wet Chair	50
Doctor's Office		
	All Types	250
Factories - exclusive of industrial wastes (gallons per employee per 8 hour shift)		
	No Showers Provided	20
	Showers Provided	35
Food Service Operations		
	Ordinary Restaurant (per seat)	50
	24-hour Restaurant (per seat)	75
	Single Service Articles Only (per seat)	25
	Bar and Cocktail Lounge (per seat)	30
	Drive-In Restaurant (per car space)	50
	Carry-Out Only	
	Per 100 Square Feet of Floor Space	50
	Add Per Employee (per 8 hour shift)	20
Hotels and Motels		
	Regular (per room)	
	Result Hotels, Camps, Cottages (per person)	75
	Add For Self-Service Laundry Facilities (per machine)	400
Office Building		
	Per Employee, Per 8 Hour Shift	20
Service Station		
	Per Water Closet and Urinal	250
Shopping Center - Without Food or Laundry		
	Per Square Foot of Floor Space	.1
Stadium, Race Track, Ball Parks		
	Per Seat	5
Stores		
	Per Square Foot of Floor Space	.1
Swimming and Bathing Facilities - Public		
	Per Person	10
Theaters		
	Indoor, Auditoriums (per seat)	5
	Outdoor, Drive-Ins (per space)	10
Trailer or Mobile Home Park		
	Per Trailer Space	200
Travel Trailer or Recreational Vehicle Park		
	Overnight w/o water and sewer hook-up (per trailer space)	75
	Overnight with water and sewer hook-up (per trailer space)	100

Table II: Estimated Sewage/Water Flows for Institutional Development:		
Type of Establishment		Gallons Per Day (GPD)
Churches		
	Per Seat	3
Hospitals (does not include kitchen wastewater flows)		
	Per Bed	200
Nursing Homes/Rest Homes (does not include kitchen wastewater flow)		
	Per Bed	100
Parks - Public Picnic		
	With Toilets Only (per person)	5
	With Bathhouses, Showers and Toilets (per person)	10
Schools (per person)		
	Day-Type	15
	Add For Showers	5
	Add For Cafeteria	5
	Add For Day School Workers	15
	Boarding Type	75
Work or Construction Camps - Semi Permanent		
	Per Worker	50

Existing Site Plan



Proposed Site Plan





LAND DEVELOPMENT REVIEW BOARD - MINUTES
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
May 16, 2024
2:00 PM

Chairman John Grey called the May 16, 2024 Land Development Review Board (LDRB) public meeting and hearing to order at 2:22 pm.

Mr. Grey led the pledge of allegiance.

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

Members in Attendance

John Grey
Alan Safranek
Robert Smallwood
Beverly Barnett
George Romagnoli

Staff in Attendance

Lisa Algiere, Senior Planner
Corey Holycross, Planner

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

Case: Rezoning – Cottages at Oyster Bayou

Lisa Algiere presented the staff report. She informed the board that there is a request to rezone the property from Planned Development District (PDD) to PDD with an amended site plan. She reported that the current owners desired to allow a combination of attached and detached single family homes to be built on the lots. The site plan would also allow a clubhouse to be built on lots 1 & 2 and the area along the north side of the property on the water to be replated. Adoption of the new site plan includes additional development standards for the individual lots.

Developers Matt McQueen and Phillip Carlyle were present to answer questions.

Residents in the neighboring area did speak on the matter. Mrs. Cheryl Orchard spoke of the flooding in the area and that the swales on the east side of the development were incomplete.

Mr. Carlyle informed the board that they recently discovered the missing swales and that his contractor would be on-site the following week to correct the matter. Gary Blum asked that the city coordinate with the county on improvements to Green Key Road.

Mr. Ron Orchard asked that sidewalks should be built along Green Key Road. Mr. McQueen informed the board that sidewalks are included in the plans for their development. Another resident asked about the use of the boat ramp for air boats. He was informed that the boat ramp is for residents only.

The board members discussed the development standards and the merits of the developments.

Mr. Smallwood made a motion to recommend approval of the rezoning request. Mrs. Barnett seconded the motion. The motion was approved unanimously 5-0.

Case: Replat - Cottages at Oyster Bayou

Lisa Algiere presented the staff report. She informed the board that the developers are requesting to replat the subdivision to allow 6 additional lots on the north side of the property. The additional lots would still keep the density below the maximum allowed of 66.

Mr. Safranek made a motion to recommend approval of the replat. Mr. Romagnoli seconded the motion. The motion was approved unanimously 5-0.

Case: Ordinance – Storage as Conditional Use in C-2

Lisa Algiere presented the staff report. She informed the board that the city council was sending the matter back to the LDRB for reconsideration. The original recommendation was for indoor storage. The city council denied a land use and rezoning request in a C-2 district for Light Industrial for the purpose of outdoor storage. The city council expressed a desire to amend the Land Development Code to allow the use in C-2.

Ms. Algiere presented the staff recommendation of conditions to be placed on indoor and outdoor storage in the C-2 district. There was concern about the type of vehicles that would be stored and the requirement to require fencing around an indoor facility.

Mr. Safranek made a motion to recommend approval of the draft ordinance with the condition that fencing around an indoor facility is removed and that only boats, RVs and operable vehicles are allowed. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

Meeting adjourned at 2:55 pm



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

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

DATE: 6/18/2024

RE: First Reading, Ordinance No. 2024-2302: Creating the Flood Risk and Preparedness Public Information Committee

REQUEST:

The request is for City Council to conduct a first reading of an ordinance which creates a Flood Risk and Preparedness Public Information Committee.

DISCUSSION:

As Council is aware, the Federal Emergency Management Agency under the National Flood Insurance Program has developed a Community Rating System (CRS) which affects rates for flood insurance within communities throughout the United States. Guidelines have been promulgated under the National Flood Insurance Program to assist communities in improving its rating under the CRS. By establishing a public information committee and the adoption of a Program for Public Information, The City can enhance its community's rating under the CRS.

The purpose of the Flood Risk and Preparedness Public Information Committee is to offer advisory opinions and recommendations to the city council on best practices for information dissemination regarding flood risk and emergency preparedness. This committee will be in conformance with the Community Rating System Manual, including subsequent editions and amendments, from the Federal Emergency Management Agency for administration of the National Flood Insurance Program's Community Rating System.

The duties and functions of the Flood Risk and Preparedness Public Information Committee shall be as follows:

- To serve as the advisory committee to the city council for information dissemination to residents and business owners regarding flood risk, emergency preparedness, and flood resiliency;
- To complete an initial review and recommend adoption of the city's Program for Public Information, as defined and in accordance with the Community Rating System Manual;
- To conduct a minimum of two (2) public meetings to assess the city's public information needs and to review and recommend to the city council the Program for Public Information;
- To conduct meetings from time to time, at least one (1) time per calendar year, to review, revise, and recommend modifications to the Program for Public Information as necessary;
- To participate as a stakeholder in public information efforts through event attendance and outreach projects relating to flood risk; and
- To serve, as-needed, as an advisory committee to the city council for other activities necessary to improve the city's status in the Community Rating System of the National Flood Insurance Program, in accordance with the Community Rating System Manual.

The committee shall have a minimum of five (5) members, and such additional members as appointed from time to time by the City Council and shall be comprised of both city staff and stakeholders. The committee shall have at least one (1) member from the city's floodplain management office and one (1) member from the city's public information office. Stakeholders shall be those with a vested interest in the city. City Council shall seek to have stakeholder members include, but be not limited to, floodplain residents, insurance agents that service the city, developers and contractors that operate in the city, environmental organization members, realtors that service the city, emergency responders, and business organizations within the city.

Members of the committee shall serve terms of two (2) years. City Council shall designate at least two (2) members to serve an initial term of one (1) year to provide for staggered terms.

RECOMMENDATION:

Staff recommends that City Council conduct the first reading of an ordinance which creates a Flood Risk and Preparedness Public Information Committee as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description		Type
▣	Ordinance No. 2024-2302: Creating the Flood Risk and	Ordinance
	Preparedness Public Information Committee	

ORDINANCE NO. 2024-2302

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF ARTICLE IV OF CHAPTER 2 OF THE CODE OF ORDINANCES, PERTAINING TO BOARDS, COMMITTEES AND COMMISSIONS OF THE CITY; PROVIDING FOR A FLOOD RISK AND PREPAREDNESS PUBLIC INFORMATION COMMITTEE; PROVIDING FOR DUTIES, MEMBERSHIP, MEETINGS AND PROCEDURES OF THE COMMITTEE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Federal Emergency Management Agency under the National Flood Insurance Program has developed a Community Rating System (CRS) which affects rates for flood insurance within communities throughout the United States;

WHEREAS, guidelines have been promulgated under the National Flood Insurance Program to assist communities in improving its rating under the CRS;

WHEREAS, the establishment of a public information committee and the adoption of a Program for Public Information can enhance a community's rating under the CRS;

WHEREAS, the City Council has found that the establishment of a Flood Risk and Preparedness Public Information Committee is in the best interest of the City; and

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

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

SECTION 1. Amendment. Article IV of chapter 2 of the Code of Ordinances, pertaining to boards, committees and commissions of the city and providing as set forth hereafter, is hereby amended to add division 6 thereto, as follows (strikeout text is deleted and underlined text is added):

DIVISION 6. - FLOOD RISK AND PREPAREDNESS PUBLIC INFORMATION COMMITTEE

Sec 2-100. - Created.

The city council hereby creates the Flood Risk and Preparedness Public Information Committee. The purpose of the Flood Risk and Preparedness Public Information Committee is to offer advisory opinions and recommendations to the city council on best practices for information dissemination regarding flood risk and emergency preparedness. This committee will be in conformance with the Community Rating System Manual, including subsequent editions and amendments, from the Federal Emergency Management Agency for administration of the National Flood Insurance Program's Community Rating System.

Sec. 2-101. - Duties and responsibilities.

The duties and functions of the Flood Risk and Preparedness Public Information Committee shall be as follows:

- (a) To serve as the advisory committee to the city council for information dissemination to residents and business owners regarding flood risk, emergency preparedness, and flood resiliency;
- (b) To complete an initial review and recommend adoption of the city's Program for Public Information, as defined and in accordance with the Community Rating System Manual;
- (c) To conduct a minimum of two (2) public meetings to assess the city's public information needs and to review and recommend to the city council the Program for Public Information;
- (d) To conduct meetings from time to time, at least one (1) time per calendar year, to review, revise, and recommend modifications to the Program for Public Information as necessary;
- (e) To participate as a stakeholder in public information efforts through event attendance and outreach projects relating to flood risk; and
- (f) To serve, as-needed, as an advisory committee to the city council for other activities necessary to improve the city's status in the Community Rating System of the National Flood Insurance Program, in accordance with the Community Rating System Manual.

Sec. 2-102. - Membership.

- (a) Members of the Flood Risk and Preparedness Public Information Committee shall be comprised of both city staff and stakeholders. Stakeholders shall be those with a vested interest in the city.
- (b) The committee shall have at least one (1) member from the city's floodplain management office and one (1) member from the city's public information office.
- (c) The committee shall have a minimum of five (5) members, and such additional members as appointed from time to time by the city council. At all times, the committee shall be comprised of no fewer than fifty percent stakeholder members. A quorum shall consist of a majority of members appointed from time to time by city council.

- (d) The city council shall seek to have stakeholder members include, but be not limited to, floodplain residents, insurance agents that service the city, developers and contractors that operate in the city, environmental organization members, realtors that service the city, emergency responders, and business organizations within the city.
- (e) Members of the committee shall serve terms of two (2) years. The city council shall designate at least two (2) members to serve an initial term of one (1) year to provide for staggered terms.
- (f) The city council shall select the committee members by a majority vote. The city council by a majority vote may remove any member with or without cause. A committee member who misses two (2) consecutive meetings shall be deemed to have resigned unless the absence is excused by a majority vote of the committee members present at a meeting of the committee.

Sec. 2-103. - Officers.

The voting members of the Flood Risk and Preparedness Public Information Committee shall elect one (1) of their members to serve as chairperson and one (1) of their members to serve as secretary. The secretary shall record minutes for each meeting of the committee. The secretary shall keep the original copy of the minutes and furnish a copy of the minutes to the city clerk. The chairperson shall submit an annual report to the city council of the committee's activities for the prior year.

Sec. 2-104. - Voting authority.

All members shall be entitled to be heard as to any business brought before the committee. Only members are entitled to vote on all matters before the committee. Members of the committee having a voting conflict of interest under Florida law shall abstain from voting as required.

Sec. 2-105. - Meetings.

All meetings of the committee shall be open to the public, pursuant to F.S. section 286.011. The time, date, place, and agenda of the meeting shall be posted by the city clerk in city hall one (1) week prior to the meetings unless an emergency exists. All meetings shall be conducted in accordance with Robert's Rules of Order. The chairperson shall allow public comment at the committee's meetings in a manner deemed appropriate by the chair.

Sec. 2-106. – Compensation.

The members of the committee shall serve without compensation but may receive reimbursement for travel expenditures in accordance with Florida law and the city's travel policy.

SECTION 2. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

SECTION 3. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

SECTION 4. 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 CA Approved 6-5-24



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

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

DATE: 6/18/2024

RE: Second Reading, Ordinance No. 2024-2291: Rezoning for 12.33 Acres of Property Located at Sea Forest Drive and Green Key Road

REQUEST:

The request is for City Council to conduct a second and final reading of an ordinance to rezone a 12.33 acre property located at Sea Forest Drive and Green Key Road from PDD and R-1 to PDD.

DISCUSSION:

The subject property is located at the southeast corner of Sea Forest Drive and Green Key Road. The property is vacant with the eastern and southern portions lying in wetlands. The applicant is requesting to rezone from PDD & R-1 to a PDD with an amended site plan. The revised site plan will consist of 60 single-family attached townhomes with site amenities. If the request is denied the zoning will revert to the current PDD & R-1 zoning with the approved site plan for a 124 bed Assisted Living Facility.

The proposal is consistent with the following policies of the City's Comprehensive Plan:

- FLU 1.2.2 - The City shall encourage a balanced land use mix providing for a variety of housing styles, densities and open space.
- FLU 1.2.4 - Existing residential areas shall be protected from the encroachment of incompatible activities; likewise, other land use areas shall be protected from the encroachment of incompatible residential activities.
- HOU 1.1.5 - The City shall continue to allow a variety of residential densities and housing types through the Future Land Use map and the Land Development Code.

The current site plan is approved for a 124 bed assisted living facility (ALF). The request is to amend the site plan to allow for 62 single family detached townhomes. The 62 units meet the maximum density allowed of 5 units/acre. Additionally, the site plan meets the multifamily design standards in the architecture, amenities provided, open space, traffic flow, balconies/patios, and general layout of the buildings.

Although an ALF is a permitted use in the PDD, a single family townhome development is more appropriate for the neighborhood as it is similar to other residential developments. The proposed site plan meets the city's requirements and is more conducive to enhancing the environment as demonstrated by the amenities and landscaping.

The Land Development Review Board reviewed this item at their meeting on January 18, 2024 and recommended approval of the amended site plan. Incidentally, since your last meeting, the developer has added seven parking spaces to the plan which now provides a total of ten guest parking spaces.

RECOMMENDATION:

Staff recommends that City Council conduct the second and final reading of an ordinance to rezone a 12.33 acre property located at Sea Forest Drive and Green Key Road from PDD and R-1 to PDD as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2024-2291: Rezoning for 12.33 Acres of Property Located at Sea Forest Drive and Green Key Road	Ordinance
▣ Aerial Map of Property	Backup Material
▣ Updated Site Plan	Backup Material
▣ Rezoning Application - NPR Townhomes, LLC	Backup Material
▣ LDRB Draft Minutes - January 18, 2024	Backup Material

ORDINANCE NO. 2024-2291

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE (LDC) ZONING DISTRICT MAP; PROVIDING FOR REZONING OF APPROXIMATELY 12.33 ACRES OF PROPERTY, GENERALLY LOCATED AT SOUTHEAST CORNER OF SEA FOREST DRIVE AND GREEN KEY ROAD , HAVING PARCEL IDENTIFICATION NUMBER 06-26-16-0050-03700-0030, AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT "A" AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AMENDMENT OF THE ZONING DISTRICT DESIGNATION FOR SAID PROPERTY FROM PLANNED DEVELOPMENT DISTRICT (PDD) AND RESIDENTIAL-1 (R-1) TO PLANNED DEVELOPMENT DISTRICT (PDD) WITH AMENDED SITE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the owner/applicant, NPR Townhomes, LLC, filed with the Development Department, a Zoning District Map (ZDM) amendment application (REZ-23-10-0010) to change from PDD and R-1 to PDD with amended site plan the zoning designation of a 12.33 acre property located at the southeast corner of Sea Forest Drive and Green Key Road;

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

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

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

WHEREAS, at the duly noticed LDRB regular public hearing held on January 18, 2024, the LDRB sitting as the Local Planning Agency considered the Development Department staff

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

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

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

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

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

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

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

Section 2. Rezoning approved. The Land Development Code Zoning District Map of the City of New Port Richey is hereby amended to amend the Zoning Designation for the property described herein from Planned Development District (PDD) and Residential-1 (R-1) to Planned Development District (PDD) with amended site plan, as shown in Exhibit “A” attached hereto with the following development standards:

- A. Density: 62 dwelling units
- B. Height: not to exceed 50’ measured from the ground
- C. Setbacks:
 - Front – 10’
 - Side – 10’
 - Rear – 26’ from jurisdictional wetland line
- D. Masonry wall 6’ high to be constructed along Sea Forest Dr. and a portion of side yards.
- E. Amenities to include walking trail, kayak launch and pavilion.
- F. Retention ponds to be free form and landscaped.

Section 3. Property description. The property subject to this Zoning District Map amendment is located at southeast corner of Sea Forest Drive and Green Key Road, and is legally described as follows:

PARCEL A:

A portion of the Southeast 1/4 of Section 6, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said Section 6; thence run along the North line of the Southeast 1/4 of said Section 6, South 89 degrees 46 minutes 42 seconds West, a distance of 840.00 feet; thence South 00 degrees 04 minutes 33 seconds East, a distance of 50.00 feet for a Point of Beginning; thence continue South 00 degrees 04 minutes 33 seconds East, a distance of 385.73 feet; thence South 89 degrees 55 minutes 27 seconds West, a distance of 1030.40 feet; thence North 08 degrees 46 minutes 08 seconds East, a distance of 235.01 feet; thence North 89 degrees 46 minutes 57 seconds East, a distance of 193.67 feet; thence North 00 degrees 08 minutes 31 seconds East, a distance of 151.00 feet to the South right of way line of Green Key Road; thence along said South right of way line North 89 degrees 46 minutes 42 seconds East, a distance of 800.02 feet to the Point of Beginning.

PARCEL B:

A portion of the Southeast 1/4 of Section 6, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said Section 6; thence run along the North line of the Southeast 1/4 of said Section 6, South 89 degrees 46 minutes 42 seconds West, a distance of 840.00 feet; thence South 00 degrees 04 minutes 33 seconds East, a distance of 435.73 feet for a Point of Beginning; thence continue South 00 degrees 04 minutes 33 seconds East, a distance of 106.20 feet; thence South 89 degrees 55 minutes 27 seconds West, a distance of 196.98 feet; thence North 69 degrees 41 minutes 10 seconds West, a distance of 196.08 feet; thence South 34 degrees 50 minutes 52 seconds West a distance of 184.84 feet; thence South 87 degrees 49 minutes 16 seconds West, a distance of 296.92 feet; thence South 38 degrees 28 minutes 52 seconds West, a distance of 49.97 feet; thence South 53 degrees 22 minutes 42 seconds West, a distance of 33.70 feet; thence South 53 degrees 52 minutes 37 seconds West, a distance of 109.14 feet; thence South 25 degrees 14 minutes 48 seconds West, a distance of 90.12 feet; thence 172.78 feet along the arc of a curve to the right, said curve having a radius of 210.00 feet and a chord bearing and distance of North 23 degrees 25 minutes 44 seconds West, 167.95 feet; thence North 00 degrees 08 minutes 31 seconds East, a distance of 227.60 feet; thence North 08 degrees 46 minutes 08 seconds East, a distance of 23.66 feet; thence North 89 degrees 55 minutes 27 seconds East, a distance of 1030.40 feet to the Point of Beginning

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

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

Section 6. Effective date. This Ordinance shall be effective upon its adoption as provided by law and upon the effective date of Ordinance 2024-2291 pertaining to the Land Use of the subject property.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 5th day of March, 2024.

The above and foregoing Ordinance was read and approved on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 18th day of June, 2024.

ATTEST:

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, CMC, City Clerk

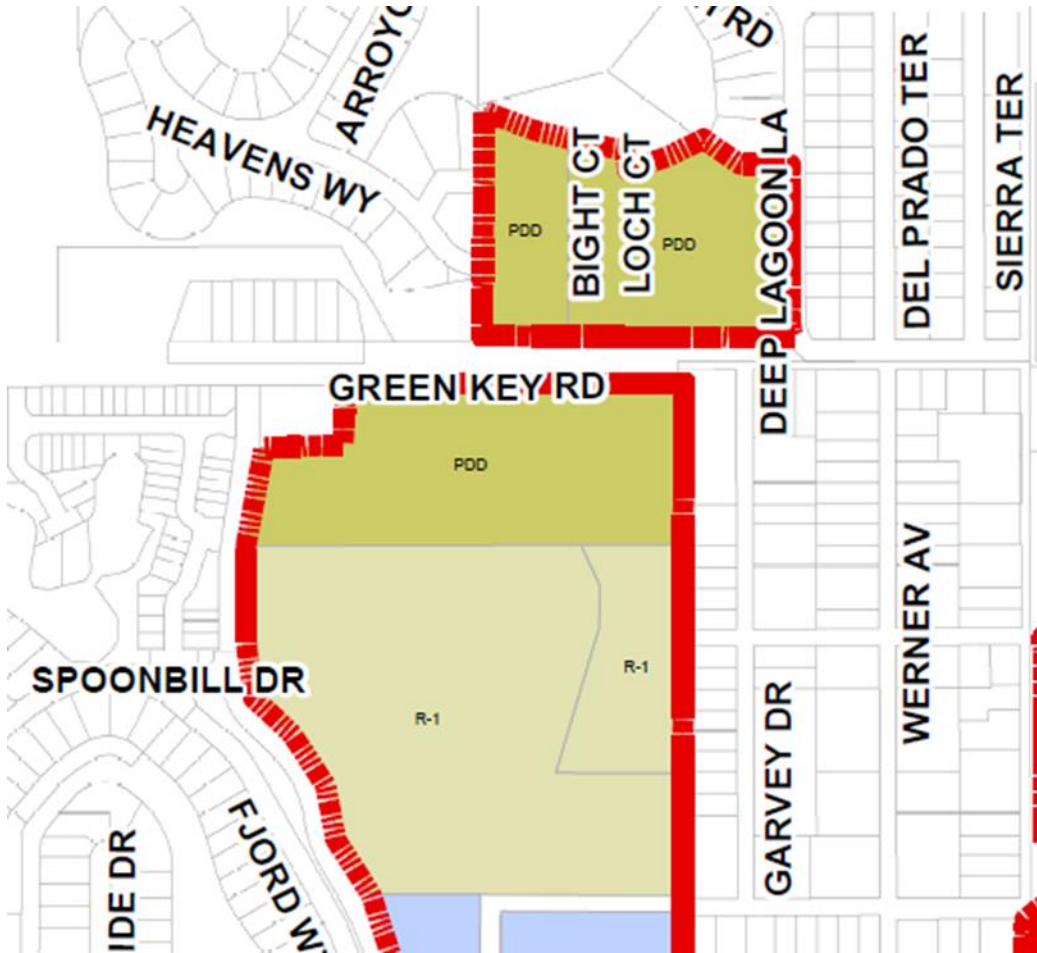
Alfred C. Davis, Mayor – Councilmember

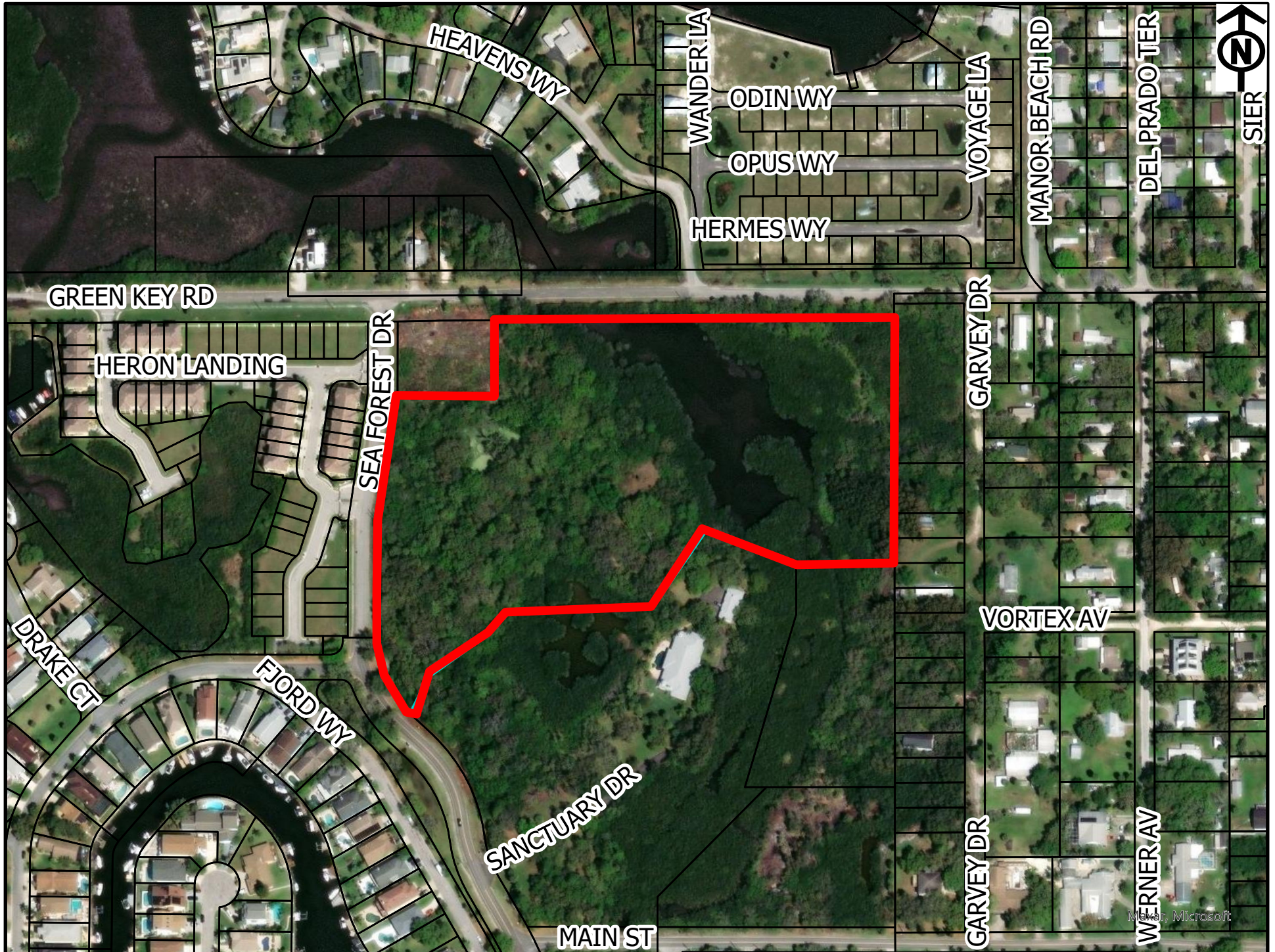
(SEAL)

APPROVED AS TO LEGAL FORM AND CONTENT

Timothy P. Driscoll, City Attorney
CA Approved – 3-6-24

EXHIBIT A
ZONING DISTRICT MAP









REZONING APPLICATION

City of New Port Richey
Planning and Development Department
City Hall, 5919 Main Street, 1st Floor
New Port Richey, FL 34652
Phone (727) 853-1044 * Fax (727) 853-1052

Case #: _____
☐ Send copy to Pasco County, if w/in 1 mile
☐ Send to Pasco Schools, if residential

DRC Date: _____
LDRB Date: _____
Date Received: _____

- ☐ Submit one original signed and notarized application
- ☐ Submit original signed and sealed survey
- ☐ Submit 1 digital version of application
- ☐ Submit application fees: \$850 for rezoning; \$2,500 for rezoning-PDD; \$1,250 for rezoning-PDD (Amendment)
(Checks made payable to the *City of New Port Richey*)

Property Owner and Representative Information:

Current Property Owner(s): NPR Townhomes, LLC c/o Hal Shaffer		Phone: 561-562-3914
Owner Address: 3400 South Ocean Boulevard, The Atriums, Unit 1E, Palm Beach, Florida 33480		
Owner Email Address: HalShaffer@icloud.com		
Owner's Representative(s): Amy E. Huber, Esq.	Relationship to Owner: Attorney	
Representative Mailing Address: 1299 Main Street, Suite C, Dunedin, FL 34698-5333		
Representative Email Address: amy@huberzoninglaw.com	Phone: (727) 337-4239	
Primary contact: (<i>This is the <u>one</u> person to whom the City will send all communication regarding this application</i>) C. Wayne Sweikert, 401 Third Street SW, Winter Haven, FL 33880, email: wsweikert@pennoni.com, phone: 856-656-2892		

Property Information:

Street Address: 6450 Sea Forest Drive, New Port Richey, Florida 34652		
General Location: Southeast of the intersection of Sea Forest Drive and Green Key Road		
Size of Site:	Square Feet: 537,095.	Acres: 12.33
Legal Description of Subject Property: (*An electronic copy of the legal description, in Word format, is required as part of this application submittal) Attached		
Parcel Number(s): 06-26-16-0050-03700-0030		

Zoning District: Parcel A = PDD Planned Development District Parcel B = R-1 Residential District	Proposed Zoning District: PDD Planned Development District
Future Land Use Category: LDR - Low Density Residential	Proposed Future Land Use Category: LDR - Low Density Residential
Existing Use: <i>(Include # of residential unit and/ or square footage of non-residential uses):</i> Vacant Land	Proposed Use: <i>(Include # of residential units and/ or square footage of non-residential uses):</i> 61 Attached Single Family Homes (fee simple)

How is proposal consistent with the goals, objectives and policies of the Comprehensive Plan?

The proposed development of 61 Luxury single-family town homes in a clustered fashion will enhance the surrounding area and maintain the environmentally sensitive adjoining areas while meeting the existing zoning and future land use requirements of the City of New Port Richey. This aesthetically pleasing gated community will enhance the residential core of the City while providing a safe and comfortable atmosphere for it's residents.

Submittal Information:

(Please address the following information on a separate sheet and attach to this application)

Guidelines for Granting a Rezoning. LDC § 5.01.11.

The development department, development review committee, and land development review board shall consider all of the following guidelines when making a recommendation to the city council on a rezoning application, and the city council shall consider all these guidelines in determining whether to adopt an ordinance granting such rezoning:

1. Whether the proposed zoning district is one (1) of the zoning districts intended to implement or be consistent with the future land use map designation of the property;
2. If more than one (1) zoning district implements or is consistent with the future land use map designation of the property, whether the proposed zoning district is the most suitable zoning district;
3. Whether there are substantial reasons why the property cannot be used in accordance with its present zoning district, or the existing zoning district is otherwise unsuitable;
4. Whether the proposed zoning district is consistent with the character of the existing land use pattern;
5. Whether the proposed zoning district abuts a property with a zoning district similar in intensity to the proposed zoning district, or serves as a suitable transition zoning district between two (2) or more different abutting zoning districts;
6. Whether there are substantial changed or changing conditions in the character of the area where the property is located so that the proposed zoning district is now suitable;
7. Whether based upon the property's size, shape, or characteristics the proposed zoning district is out-of-scale with the surrounding area;
8. Whether the proposed zoning district is premature, based upon the existing conditions in the surrounding area;
9. Whether there is a substantial public need or purpose for the proposed zoning district consistent with the public health, safety and general welfare;
10. Any other factors that may be relevant to the rezoning, such as its location within an enclave, recent annexation into the city, or to conserve the value of buildings and natural resources;
11. The totality of the circumstances; and
12. Any competent substantial evidence presented at the public hearings.

Consistency with Concurrency: The following calculations shall be used to **determine the projected demand** of the proposed project on the applicable public facility/service. The calculations are listed by facility/service type. (*Please fill in blanks.*)

<p><u>POTABLE WATER</u> - Adopted level of service (LOS) = 152 gal/day/capita (nonresidential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><u>Single-family:</u> 152 gal × 2.12 persons/household × <u>61</u> units = <u>19,657</u> gal/day/capita (demand)</p> <p><u>Multi-family:</u> 152 gal × 1.90 persons/household × _____ units = _____ gal/day/capita (demand)</p> <p><u>Commercial:</u> See <u>Table I</u> below from the Land Development Code for estimated water/sewage flows.</p>	<p><u>WASTEWATER</u> - Adopted level of service (LOS) = 114 gal/day/capita (nonresidential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><u>Single-family:</u> 114 gal × 2.12 persons/household × <u>61</u> units = <u>14,743</u> gal/day/capita (demand)</p> <p><u>Multi-family:</u> 114 gal × 1.90 persons/household × _____ units = _____ gal/day/capita (demand)</p> <p><u>Commercial:</u> See <u>Table I</u> below from the Land Development Code for estimated water/sewage flows.</p>
<p><u>SOLID WASTE</u> - Adopted level of service (LOS) = 6.3 lbs/day/capita (nonresidential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><u>Single-family:</u> 6.3 lbs × 2.12 persons/household × <u>61</u> units = <u>815</u> lbs/day/capita (demand)</p> <p><u>Multi-family:</u> 6.3 lbs × 1.90 persons/household × _____ units = _____ lbs/day/capita (demand)</p> <p><u>Commercial:</u> See <u>Table I</u> below from the Land Development Code for estimated water/sewage flows.</p>	<p><u>RECREATION/OPEN SPACE</u> - Refer to the New Port Richey Comprehensive Plan for adopted level of service standards.</p> <p><u>Single-family:</u> _____ units × 2.12 persons/household = <u>130</u> (population projection)</p> <p><u>Multi-family:</u> _____ units × 1.90 persons/household = _____ (population projection)</p> <p>Sites over five acres in area and zoned MF-30 District shall provide five percent of the total net acreage of the development for recreational purposes. Refer to Section 7.06.07 of the Land Development Code.</p>
<p><u>Stormwater Management.</u> Refer to the Stormwater Management and Erosion Control Policy and Procedures Manual for standards necessary to comply: LOS = 25-year, 24-hour storm event.</p>	

Stormwater management and erosion controls will comply with applicable standards for a 25 year, 24 hour storm event in accordance with FDEP, SWFWMD, and New Port Richey regulations.

Transportation. Refer to the New Port Richey Comprehensive Plan for the adopted Level of Service Standards. Refer to the Land Development Code for the **requirements of a Transportation Study**.

1. Determine the number of trips generated by the proposed project during the **PM PEAK** hour using the most recent edition of the ITE "Trip Generation" report with no adjustments for internal capture or passerby trips. **Include your calculation(s) here:** 40 vph (25 in, 15 out) by fitted curve ($\ln(T)=0.88\ln(x)+0.06$).
2. If the total number of trips is equal to or greater than 50 trips, then a transportation study shall be prepared. The report shall be signed and/or sealed by either a registered professional engineer or a member of the American Institute of Certified Planners.
 - a. If no study is required, the applicant is required to provide only the existing directional **PM PEAK** hour traffic volumes and level of service for the roadways link to which project driveways connect. This information shall include project traffic. **Provide this information here:** 62% entering, 38% exiting.
 - b. The data shall be in conformance with Notes 3a and 3b of "Existing Conditions" contained in the Land Development Code.
3.
 - a. Existing directional **PM PEAK** hour traffic volumes and LOS on all existing collectors/arterials in study area. **Provide information here:** See attached Traffic Impact Statement.
 - b. Existing turning movement volumes at the impacted intersection(s) and intersection LOS.

Process:

A pre-application meeting will be held with City Staff to ensure the application is complete. Applications must be submitted on Friday by 10:00 am. Once deemed complete, the application will be scheduled for review by the Development Review Committee (DRC). The DRC will review the application for compliance with codes and regulations. Changes may be suggested and additional reviews by the DRC may be necessary. Following the DRC, the case will be scheduled for review by the Land Development Review Board (LDRB) and City Council.

The hearing process to review this application is considered quasi-judicial and operates much like a court of law. The LDRB and City Council members act in a similar capacity as a judge and must govern themselves in accordance with the basics of due process in making decisions. Contact with any of these members about my application should be avoided. These members have been instructed to avoid all such conversations with applicants or people in opposition to or support of any Land Use Plan Amendment. Decisions will be made based on evidence and testimony that is presented at scheduled public hearings and not on information gathered outside of these hearings.

Attendance at meetings:

The applicant or applicant's representative needs to be present at all meetings including DRC, LDRB and/or City Council. Call Development Department Staff at 727-853-1039 to find out when this case will be scheduled for these meetings.

Submittal Information Authorization to visit the property:

Site visits to the property by City representatives are essential to process this application. The Owner/Applicant, as notarized below, hereby authorizes the City representatives to visit, photograph and post a notice on the property described in this application.

Authorization for owner's representative(s):

I Hal Shaffer, the owner, hereby authorize Amy E. Huber, Esq. to act as my representative(s) in all matters pertaining to the processing and review of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Signature of Current Property Owner(s): [Signature]

Date: 10/24/23

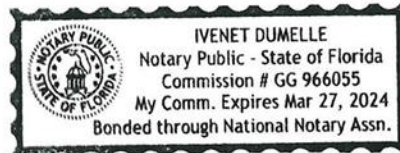
Subscribed and sworn to before me this 24 day of OCTOBER, 2023

who is personally known to me and/or produced DL as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public: [Signature]

My Commission Expires: MARCH 27, 2024



Applicant's Affidavit:

I Amy E. Huber, Esq., the owner or authorized representative, certify that I have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all aspects true and correct, to the best of my knowledge. It is also acknowledged that the filing of this application does not constitute automatic approval of the request and, further, if the request is approved, I will obtain all necessary permits to comply with all applicable orders, codes, conditions, and rules and regulations pertaining to the use of the subject property. (Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized to act on behalf of the corporation.)

Signature of Owner or Authorized Representative: [Signature]

Date: 10/25/23

Subscribed and sworn to before me this 25th day of October, 2023

who is personally known to me and/or produced FDL as identification.

STATE OF FLORIDA, COUNTY OF PASCO Pine Lakes

Notary Public: [Signature]

My Commission Expires: 03/09/2024



Table I: Estimated Sewage/Water Flows for Commercial Development:		
Type of Establishment		Gallons Per Day (GPD)
Airports		
	Per Passenger	5
	Add Per Employee (per 8 hour shift)	20
Barber and Beauty Shops		
	Per Chair	100
Bowling Alleys		
	Toilet Wastes Only per Lane	100
County Club		
	Per Resident	100
	Per Member	25
	Per Employee (per 8 hour shift)	20
Dentist Office		
	Per Wet Chair	200
	Per Non-Wet Chair	50
Doctor's Office		
	All Types	250
Factories - exclusive of industrial wastes (gallons per employee per 8 hour shift)		
	No Showers Provided	20
	Showers Provided	35
Food Service Operations		
	Ordinary Restaurant (per seat)	50
	24-hour Restaurant (per seat)	75
	Single Service Articles Only (per seat)	25
	Bar and Cocktail Lounge (per seat)	30
	Drive-In Restaurant (per car space)	50
	Carry-Out Only	
	Per 100 Square Feet of Floor Space	50
	Add Per Employee (per 8 hour shift)	20
Hotels and Motels		
	Regular (per room)	
	Result Hotels, Camps, Cottages (per person)	75
	Add For Self-Service Laundry Facilities (per machine)	400
Office Building		
	Per Employee, Per 8 Hour Shift	20
Service Station		
	Per Water Closet and Urinal	250
Shopping Center - Without Food or Laundry		
	Per Square Foot of Floor Space	.1
Stadium, Race Track, Ball Parks		
	Per Seat	5
Stores		
	Per Square Foot of Floor Space	.1
Swimming and Bathing Facilities - Public		
	Per Person	10
Theaters		
	Indoor, Auditoriums (per seat)	5
	Outdoor, Drive-Ins (per space)	10
Trailer or Mobile Home Park		
	Per Trailer Space	200
Travel Trailer or Recreational Vehicle Park		
	Overnight w/o water and sewer hook-up (per trailer space)	75
	Overnight with water and sewer hook-up (per trailer space)	100

Table II: Estimated Sewage/Water Flows for Institutional Development:		
Type of Establishment		Gallons Per Day (GPD)
Churches		
	Per Seat	3
Hospitals (does not include kitchen wastewater flows)		
	Per Bed	200
Nursing Homes/Rest Homes (does not include kitchen wastewater flow)		
	Per Bed	100
Parks - Public Picnic		
	With Toilets Only (per person)	5
	With Bathhouses, Showers and Toilets (per person)	10
Schools (per person)		
	Day-Type	15
	Add For Showers	5
	Add For Cafeteria	5
	Add For Day School Workers	15
	Boarding Type	75
Work or Construction Camps - Semi Permanent		
	Per Worker	50



LAND DEVELOPMENT REVIEW BOARD - MINUTES
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
January 18, 2024
2:00 PM

Vice-Chairman Dr. Cadle called the January 18, 2024 Land Development Review Board (LDRB) public meeting and hearing to order at 2:00 pm.

Dr. Cadle led the pledge of allegiance.

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

Members in Attendance

Dr. Donald Cadle
Louis Parrillo
Robert Smallwood

Beverly Barnett
Marilyn deChant

Staff in Attendance

Debbie Manns, City Manager
Lisa Algiere, Senior Planner
Matt Lewis, Interim Development Director
Brittney Love, Development Tech

Corrections were made to the minutes. The final vote for the variance side yard setback was 3-1 not 3-0. Mr. Smallwood made a motion to approve the corrected minutes. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: LUA-23-10-0001– 6727 Trouble Creek Road – Future land use plan amendment from General Commercial to Light Industrial.

Lisa Algiere presented the staff report. She informed the board that the area surrounding the subject property is commercial and residential. She also stated that the proposed industrial land use is incompatible with the surrounding land uses and is inconsistent with the Comprehensive Plan. The Development Review Committee recommended denial of the request.

Mr. Todd Pressman represented the owners of the property. He informed the board that the proposed use is compatible in the immediate area and intensive uses currently exist on Voorhees Road.

Mr. Parrillo asked if spaces would be available for rent? He was informed that RV owners would rent the spaces.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: REZ-23-10-0007 – 6727 Trouble Creek Road – Rezoning from C-2 to Light Industrial.

Lisa Algiere presented the staff report. She informed the board that the rezoning to Light Industrial must be consistent with a Future Land Use of Light Industrial. The current Land Use is General Commercial and the LDRB voted to recommend denial of a land use amendment to Light Industrial. She also informed the board that the surrounding land uses are commercial and residential and the surrounding zoning is commercial and residential. Rezoning the subject property to Light Industrial would create a spot zoning. The Development Review Committee recommended denial of the rezoning request.

Mr. Todd Pressman, representing the owners, informed the board that it is the same use as the property west of the subject property. He also informed the board that the C-2 zoning district allows some uses that are intensive and that there were no objections from the neighbors.

Mrs. Diana Byrnes, property owner, informed the board that she and her husband spent their life savings purchasing the property. They were hoping to generate additional income and would only allow newer RVs to rent the spaces.

Ms. Manns, City Manager, informed the board that this is spot zoning and would jeopardize future zoning cases.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

CaseL CU-23-10-0002 – 6727 Trouble Creek Road – Conditional Use for outdoor storage of RV's and fleet vehicles.

Lisa Algiere presented the staff report. She informed the board that a Conditional Use for outdoor storage could only be granted in a Light Industrial zoning district. She informed the board that the use is incompatible with the surrounding areas and did not meet all criteria for a conditional use. She also noted that the proposed landscaping did not fully meet the city code. The Development Review Committee recommended denial of the request.

Mr. Todd Pressman, representing the owner, informed the board that there is a buffer of existing wooded area to the east. He also stated that the width of the ROW provides sufficient buffer.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: REZ-23-10-0010 – 6450 Sea Forest Drive – (Sea Forest Manors) Rezoning to PDD for 62 single-family townhomes.

Lisa Algiere presented the staff report. She informed the board that the current PDD zoning allows a 124 bed Assisted Living Facility with an approved site plan. The current owners desire to construct townhomes and are requesting approval of a new site plan. Ms. Algiere informed the board that the request is consistent with the Comprehensive Plan. She also provided a list of development standards that will be required of the developer. The Development Review Board recommend approval of the request.

Amy Huber, representing the applicants, informed the board that the owners accept the staff report. She noted that the proposal is to develop 60 townhomes, which is 2 less than the maximum allowed of 62. She also informed the board that the request does meet all criteria of a rezoning as required in the city's Land Development Code. She also noted that the cluster development leaves open space which preserves natural resources.

Al Schaffer, owner, informed the board that 80% of the site will remain as open space. He also noted that the current plans for an ALF is three stories whereas the townhomes will be two stories. He also informed the board that golf cart parking spaces are provided for in the development.

Wayne Schweikart, engineer, informed the board that the average square footage of a townhome is 2,000 sf and the end units are 2,500 sf.

Faye Jackson Curry, resident, expressed concern about the location of the entrance and its proximity to the entrance of the development to the west.

Mr. Orchard, resident, expressed concern about wildlife, bringing in fill dirt and potential run-off.

Ms. Thiebes, resident, also expressed concern about run-off and preservation of wildlife. She provided photos.

Ms. deChant asked about allowing continued development in the area west of US Highway 19.

Ms. deChant made a motion to recommend denial of the request. The motion died due to a lack of a second.

Mr. Parrillo made a motion to recommend approval of the request. Mr. Smallwood seconded the motion. The motion was approved 4-1. Ms. deChant voted in the negative.

Other Business

Ms. Manns introduced Matt Lewis as the City's Interim Development Director.

Mr. Parrillo made a motion to adjourn. Mr. Smallwood seconded the motion. Motion was approved unanimously.

Meeting adjourned at 2:50 pm

Approved February 15, 2024



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Gregory J. Oravec, Assistant City Manager/Economic Development Director

DATE: 6/18/2024

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

REQUEST:

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

DISCUSSION:

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

Notable Requirements of the Public Art Ordinance

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

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

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

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

RECOMMENDATION:

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

BUDGET/FISCAL IMPACT:

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

ATTACHMENTS:

	Description	Type
▣	Ordinance No. 2024-2301: Amendment to Section 27-3 RE: Public Art	Ordinance

ORDINANCE NO. 2024-2301

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

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

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

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

WHEREAS, the City Council has found that this ordinance provides a public purpose and enhances the City's public art fund; and

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

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

SECTION 1. Amendment. Subsection (c) Section 27-3 of Chapter 27 of the Code of Ordinances, pertaining to the expenditure of funds in the public art fund and providing as set forth hereafter, is hereby amended as follows (strikeout text is deleted and underlined text is added):

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

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

SECTION 3. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

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

SECTION 5. Effective Date. This ordinance shall take effect immediately upon its adoption as provided by law.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 4th day of June, 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 18th day of June, 2024.

ATTEST:

By: _____
Judy Meyers, CMC, City Clerk

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

(Seal)

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

Timothy P. Driscoll, City Attorney CA Approved 5-23-24



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Debbie L. Manns, ICMA-CM, City Manager
DATE: 6/18/2024
RE: Request for Extension of Stay on Order for Patriot Stogies

REQUEST:

The purpose of the agenda item is to ask the City Council to consider extending the stay on the order which denied the appeal of the City administrative decision finding the sign at 6153 Massachusetts Avenue to be in violation of the City's Land Development Code for a third period of one (1) year.

DISCUSSION:

As Council is aware, the owner of the above referenced property, Mr. Nathan Pollock appeared before you on May 3, 2022 in order to appeal a determination that the existing pole sign located at his business, Patriot Stogies, is a non-conforming sign. At the conclusion of your deliberation, it was decided that a stay would be placed on the order which denied the appeal for a period of one (1) year thereby making the compliance date no later than May 3, 2023. At your regular meeting on May 2, 2023, Mr. Pollock was granted another one (1) year extension on his appeal making the new compliance date May 3, 2024. On May 24, 2024, Mr. Pollock submitted another request for an extension as the sign has yet to be brought into compliance. Therefore, staff is recommending that City Council grant another one (1) year extension with the new compliance date of June 18, 2025.

RECOMMENDATION:

The recommendation is for the City Council to consider this matter and determine an appropriate course of action.

BUDGET/FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

Description	Type
▢ Land Development Code, Section 14.04, Abandonment-Discontinuance of Nonconforming Signs	Backup Material

14.04.00. Abandonment/discontinuance of nonconforming uses

If a nonconforming use of a structure or land ceases to be used for a period of twelve (12) consecutive months, or whenever public and/or private utilities serving the facility have been disconnected for a period of twelve (12) consecutive months, or a local business tax receipt for the use has not been issued for a period of twelve (12) consecutive months, use of the structure and land shall thereafter conform to the regulations of the district in which it is located and to the other regulations of this district.

(Ord. No. 1330, § 1, 11-30-93; Ord. No. 1861, § 7, 3-20-2007)



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: 6/18/2024

RE: Rejection of Sole Bid for ITB24-017 City Hall and Library Exterior Sealing Project

REQUEST:

Staff request that City Council reject ITB24-017 sole bid and allow staff to re-bid the ITB.

DISCUSSION:

On April 5, 2024 a competitive sealed bid was opened by the city in the amount not to exceed \$84,375. The bid amount submitted was \$34,375 above the project estimate included in the City's current CIP document. Subsequent to staff review of bid submissions and discussions with the bidder, it was determined that there were several assumptions made by the bidder. While the ITB called out a lump sum amount for the project, line-item amounts, and a contingency would have better suited this type of ITB. As a result, staff would like to proceed with the rejection of bid, proceed with a deficiency analysis using a portion of this years allocated funds, and make edits to the ITB to include line-item amounts, and a contingency that will be available during the project.

If approved, staff would include the new project estimate in the 24/25 Capital Improvement Program for City Council's review and consideration for approval.

RECOMMENDATION:

Rejection of bid is recommended.

BUDGET/FISCAL IMPACT:

The rejection of the bids does not have a budget/fiscal impact at this time.

ATTACHMENTS:

Description	Type
▣ Bid Tabulation	Backup Material



TO: Debbie L. Manns, City Manager
FROM: Judy Meyers, City Clerk
CC: Robert Rivera, Public Works Director
Kate Wendt, Sr. Administrative Assistant
DATE: April 5, 2024
RE: Bid Opening: ITB24-017 City Hall and Library Project

Bids for ITB24-017 City Hall and Library Project were received by 2:00 p.m. on Thursday, April 4, 2024. The bid opening took place on Friday, April 5, 2024 at 2:00 p.m. in City Hall Council Chambers.

Present were Sr. Administrative Assistant Kate Wendt, Facilities Maintenance Section Leader Mike Macaluso and City Clerk Judy Meyers.

Bids were announced and opened from the following entities:

BIDDERS	BID
SC Signature Construction Corp. 8530 Oreto Drive Port Richey, FL 34668	\$84,375

The bid opening concluded at 2:04 p.m.



BID ITEM: City Hall and Library Project
BID NUMBER: ITB24-007
BID OPENING: April 5, 2024 at 2:00 p.m., City Council Chambers
DEPARTMENT: Public Works

NUMBER OF BIDS: 1

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE
SC Signature Construction Corp. 8530 Oreto Drive Port Richey, FL 34668	\$84,375	✓	✓	✓

Only offers received timely as of the deadline for receipt of bid are accepted. All others submitted in response to this solicitation, if any, are hereby rejected as late.

WITNESSED BY:







NEW PORT RICHEY

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TO: City of New Port Richey City Council

FROM: Robert M. Rivera, Public Works Director

DATE: 6/18/2024

RE: Fleet Maintenance/Utility Purchasing Warehouse & Storage Building Construction Project – Guaranteed Maximum Price (GMP)

REQUEST:

Attached for City Council's review and consideration for approval is the guaranteed maximum price in the amount not to exceed \$4,600,000 from Hennessy Construction Services Corporation (HCSC), for the construction phase of the City's Fleet Maintenance/Utility Purchasing Warehouse & Storage Building.

DISCUSSION:

Subsequent to the April 30, 2019 structural assessment analysis, it was the consultant's recommendation the city construct a new Fleet Maintenance/Utility Purchasing Warehouse and Storage Building. The analysis was the first step in a multi-year process intended to ensure that the city continues to be provided with adequate Public Works infrastructure maintenance and utility services in the future as well as maintenance to all City owned vehicles and equipment. The existing facility located at 6420 Pine Hill Road was constructed in 1973 and housed the Public Works Department. This included administrative offices and operation centers for water and sewer utilities, streets and right-of-way maintenance, stormwater utility, construction management, fleet maintenance, utility and automotive purchasing and inventory storage until 2009. In its current operational state, the facility is utilized to perform fleet maintenance and utility purchasing and inventory storage. In addition to material storage, the building and site houses heavy maintenance equipment, ancillary equipment, construction materials, and police seizure vehicles. As the size and complexity of our public works operation has increased over time, it is readily apparent the need for the city to construct a new facility in order to maintain the appropriate level of public works services in the future.

As City Council may recall, on January 17, 2023 RFP23-001 was approved and awarded to HCSC for bidding and construction management services for the construction of the proposed Fleet Maintenance and Utility Warehouse and Storage Building. During the project cost review process by HCSC and City staff, it was determined that the construction cost escalation of the project from the original estimate of probable cost was due to the pandemic and material shortages. As a result, this caused HCSC and City staff to perform Value Engineering (VE) on the project to reduce the cost of construction. A reduction in the size of the building, a change in the roof structure, site stormwater redesign, and change in material were identified and included in the redesign VE phase to the final ready for construction (RFC) documents edited by Stroud Engineering.

Subsequent to the completion of the RFC documents, HCSC began the bidding process with their list of vetted subcontractors. The competitive bids were reviewed and totaled by HCSC staff to derive at a total cost for construction of the project or a maximum guaranteed price. This type of service is known as a "Contractor at Risk"; should the construction cost exceed the MGP then HCSC will be responsible for the increase. Should the cost be lower than the MGP, then the city will receive the balance in deductive change order.

Staff has worked with Hennessy Construction on the Sims Park Improvements and the Recreation and Aquatic Center Fitness Expansion projects and are confident that the firm has the expertise to deliver a product that meets and or exceeds the demands and standards set by City Council and staff.

Should City Council approve the GMP, it is anticipated that the construction phase would begin in August of 2024.

RECOMMENDATION:

Approval of the GMP is recommended.

BUDGET/FISCAL IMPACT:

The project is included in the City's current Capital Improvement Program and funds are identified as Water & Sewer fund account number 405533-46299.

ATTACHMENTS:

Description		Type
▣	GMP	Backup Material
▣	Existing Building Photos	Backup Material

100% Estimate 6.7.24

CSI DIV	CSI DESCRIPTION	SCOPE OF WORK	COST	COST (\$)	per GSF
01	General Requirements	General Conditions	\$326,442	\$27.02	GSF
		Precon Services	\$12,340	\$1.02	GSF
		GC's Subtotal	\$338,782		
02	Site Construction	Survey & Layout	INCLUDED		
		ACM Remediation & Demo of Existing Bldg	\$85,380	\$7.07	GSF
		Earthwork: Grading, Erosion Control / Site Clearing	\$194,530	\$16.10	GSF
		Asphalt Paving and Markings	\$584,755	\$48.41	GSF
		Concrete Walks and Pavement	\$68,093	\$5.64	GSF
		Water & Fire	\$67,000	\$5.55	GSF
		Storm	\$29,800	\$2.47	GSF
		Sanitary	\$68,900	\$5.70	GSF
		Fences & Gates	\$81,312	\$6.73	GSF
		Landscaping & Irrigation	\$56,343	\$4.66	GSF
		Compaction Grouting - Allowance	\$100,000	\$8.28	GSF
		DIV-02 Subtotal	\$1,336,113		
03	Concrete	Termite Treatment	INCLUDED		
		Concrete Slabs & Foundations	\$383,000	\$31.71	GSF
		Exterior Bldg Pads	INCLUDED		
		DIV-03 Subtotal	\$383,000		
04	Masonry	Masonry (CMU w/Tie Beams)	INCLUDED		
		DIV-04 Subtotal	\$0		
05	Metals	Structural Steel	\$184,100	\$15.24	GSF
		Misc. Metals	\$20,000	\$1.66	GSF
		DIV-05 Subtotal	\$204,100		
06	Woods & Plastics	Rough Carpentry	\$2,600	\$0.22	GSF
		DIV-06 Subtotal	\$2,600		
07	Thermal & Moisture Protection	Building Insulation	\$8,477	\$0.70	GSF
		Caulking & Waterproofing	\$24,160	\$2.00	GSF
		Flat TPO Roof	\$191,021	\$15.81	GSF
		DIV-07 Subtotal	\$223,658		
08	Doors & Windows	Doors, Frames, Fiberglass Doors & Frames	\$26,515	\$2.19	GSF
		Overhead Doors	\$106,284	\$8.80	GSF
		Windows & Storefront	\$137,500	\$11.38	GSF
		Door Hardware	\$19,850	\$1.64	GSF
		DIV-08 Subtotal	\$290,149		
09	Finishes	CMU Exterior: Stucco	\$102,200	\$8.46	GSF
		Drywall	\$82,860	\$6.86	GSF
		Acoustical Ceiling	\$11,108	\$0.92	GSF
		Flooring & Base	\$32,500	\$2.69	GSF
		Painting: Interior & Exterior	\$48,246	\$3.99	GSF
		DIV-09 Subtotal	\$276,914		
10	Specialties	Interior Signage	\$1,116	\$0.09	GSF
		Exterior Lettering / Public works logo	\$10,000	\$0.83	GSF
		Wall & Corner Guards	\$1,000.00	\$0.08	GSF
		Flag Pole	\$6,900	\$0.57	GSF
		Lockers	\$6,126	\$0.51	GSF
		Fire Extinguishers & Cabinets	\$8,285	\$0.69	GSF
		Protective Coverings (awnings)	\$58,200	\$4.82	GSF
		Toilet Accessories / Framed Mirrors	\$3,901	\$0.32	GSF
		DIV-10 Subtotal	\$95,528		
11	Equipment	Relocate Existing Garage FF&E	\$192,241	\$15.91	GSF
		DIV-11 Subtotal	\$192,241		
12	Furnishings	Manufactured Casework	\$19,470	\$1.61	GSF
		Window Blinds	BY OWNER		
		DIV-12 Subtotal	\$19,470		
15	Fire Protection	Fire Protection	\$38,676	\$3.20	GSF
		DIV-15 Subtotal	\$38,676		
15	Plumbing	Plumbing	\$254,020	\$21.03	GSF
		DIV-15 Subtotal	\$254,020		
15	HVAC System	HVAC System	\$99,791	\$8.26	GSF
		DIV-15 Subtotal	\$99,791		
16	Electrical	Electrical w/LED Lighting	\$380,985	\$31.54	GSF
		Re-Use Existing Genset			
		D/B Fire Alarm	INCLUDED		
		Phone, Data, Cable Prewire			
		CCTV/Security & Access Control - Allowance	BY OWNER		
		Furnish & Install Primary Conduit	EXCLUDED		
		Fire Dept. BDA System			
		DIV-16 Subtotal	\$380,985		
		Package SubTotal	\$4,136,027.00	\$342.39	GSF
		Contingency	BELOW		
		General Liability Insurance	\$27,711.38	\$2.29	GSF
		Payment & Performance Bond	\$44,973.33	\$3.72	GSF
		CM Fee @ 4.5%	\$189,392.03	\$15.68	GSF
		Builder's Risk Insurance	BY OWNER		
		PROJECT TOTAL w/SITE	\$4,398,104	\$364.08	GSF
		Contingency	\$300,000	\$24.83	GSF
		GRAND TOTAL w/SITE	\$4,698,104	\$388.92	GSF

NPR Fleet Maintenance Facility

Location	Major Sector Code	Item Description	Takeoff Qty	Unit	Labor Prod.	Labor Rate	Labor Total	Mat Unit Price	Mat Total	Subs Unit Price	Subs Total	Note	Total Unit Price	Grand Total
0 - GC's														
1000 General Conditions														
Project Managers														
0 - GC's	1000	General Conditions	1.00	lsum	1.0000	326,442.00	326,442.00						326,442.00	326,442
0 - GC's	1000	Project Manager - (Part-Time) (w/Cell/Gas/Car) - KH		weeks	16.0000	104.97							1,679.47	
0 - GC's	1000	Project Super 1 (Full-Time) (w/Cell/Gas/Car) - TK		weeks	40.0000	78.75							3,149.80	
0 - GC's	1000	Assistant Superintendent (w/Gas, Cell, & Car) - M Delello		weeks	40.0000	67.20							2,688.12	
0 - GC's	1000	Project Admin - DM (Part-Time)		incl										
0 - GC's	1000	Project Engineer (w/Cell/Gas/Truck) - DTO		weeks	8.0000	61.47							491.78	
0 - GC's	1000	Safety Officer - (Limited Time w/Cell/Gas/Car) - KN		weeks	4.0000	131.63							526.54	
0 - GC's	1000	QC/Warranty - (Limited Time w/Cell/Gas/Car) - SH		weeks	4.0000	72.93							291.71	
						326,442.00	326,442.00							
1000						326,442.00	326,442.00							
													Total	326,442
1200 Project Office Expenses														
Plan Reproduction														
0 - GC's	1200	Print Drawing Sets		each						2,800.00			2,800.00	
0 - GC's	1200	As-Built's (inc/Electronic)		lsum						1,975.00			1,975.00	
													Total	Total
1200														
1300 Submittals														
Preconstruction Services														
0 - GC's	1300	Preconstruction Services	1.00	lsum						12,340.00	12,340		12,340.00	12,340
											12,340		Total	12,340
1300											12,340		Total	12,340
1500 Construction Facilities &Temp Contr														
Constr. Facilities & Temp Constr.														
0 - GC's	1500			weeks						24.80			24.80	
0 - GC's	1500	Post-Driven Temp Site Fence (w/Screen) - MAIN		lnft						6.88			6.88	
0 - GC's	1500	Panelized Temp Site Fence (w/Screen) - MAIN		incl						9.00			9.00	
0 - GC's	1500	Large Vehicle Gates - MAIN		incl						515.00			515.00	
0 - GC's	1500	4' x 8' HCS Job Sign		each						527.50			527.50	
0 - GC's	1500	4' x 4' HCS job site rules		each						289.00			289.00	
0 - GC's	1500	4' x 4' job site dress code		each						289.00			289.00	
0 - GC's	1500	18" x 24" No Trespassing		each						11.80		One (1) sign every 50'	11.80	
0 - GC's	1500	18" x 24" Danger Hard Hat Area		each						12.25			12.25	
0 - GC's	1500	Signage - wayfinding		each						24.00			24.00	
0 - GC's	1500	Signage: EM & Health		weeks						6.50			6.50	
0 - GC's	1500	60 x 12 Trailer Rental		weeks						214.00			214.00	
0 - GC's	1500	Trailer: Mob & Demob		lsum						3,398.00			3,398.00	
0 - GC's	1500	(3) 20' Conex Box Rentals (Most Storage w/Trades)		mnths						447.00			447.00	
0 - GC's	1500	Connex Box: Mob & Demob		each						783.00			783.00	
0 - GC's	1500	Office Supplies (Paper, Pens, etc.)		weeks						12.00			12.00	
0 - GC's	1500	Office Supplies (Drinks, First Aid, etc.)		weeks						49.00			49.00	
0 - GC's	1500	Temp Toilets (2 each)		weeks						142.00			142.00	
0 - GC's	1500	OSHA Hand Wash Station		lsum						900.00			900.00	
0 - GC's	1500	Small Tools		weeks						2,500.00			2,500.00	
0 - GC's	1500	Temp Safety Barricades & Railings		weeks								With Trades		
													Total	
Temporary Electricity														
0 - GC's	1500	Utility Usage Charges		EXCL										
													Total	
1500														
1700 Project Closeout														
Punchlist														
0 - GC's	1700	Final Clean		incl										
0 - GC's	1700	Final Clean - Exterior		incl										
0 - GC's	1700	Daily Clean		incl										
0 - GC's	1700	Procure		incl										
0 - GC's	1700	Street Sweeping		incl										
													Total	
1700														
2050 Demolition														

NPR Fleet Maintenance Facility

Location	Major Sector Item Code	Description	Takeoff Qty	Unit	Labor Prod.	Labor Rate	Labor Total	Mat Unit Price	Mat Total	Subs Unit Price	Subs Total	Note	Total Unit Price	Grand Total
Demolition Support														
0 - GC's	2050	30 CY Dumpsters (1 pull/week)		incl										
													Total	
													Total	
0 - GC's													0 - GC's	338,782
													Total	
1 - SITE														
2010 Subsurface Investigation														
Subsurface Investigation														
1 - SITE	2010	Compaction Grouting - Allowance	1.00	lsum						100,000.00	100,000		100,000.00	100,000
													Total	100,000
													Total	100,000
2050 Demolition														
Demolition														
1 - SITE	2050	Subcontractor (Forristall)	1.00	lsum						85,380.00	85,380		85,380.00	85,380
1 - SITE	2050	Cut utilities to all buildings being demolished		incl										
1 - SITE	2050	Demo single story warehouse		incl										
1 - SITE	2050	Demo small building structures		incl										
1 - SITE	2050	Demo concrete slabs		incl										
1 - SITE	2050	Rem extg walks at buildings		incl										
1 - SITE	2050	Rem perimeter chain link fence		incl										
													Total	85,380
													Total	85,380
2200 Earthwork														
Earthwork														
1 - SITE	2200	Subcontractor (Certified)	1.00	lsum						194,530.00	194,530		194,530.00	194,530
1 - SITE	2200	Final Grading												
1 - SITE	2200	Mob / Demo												
1 - SITE	2200	Surveying and layout												
1 - SITE	2200	Grind / remove existing asphalt surface												
1 - SITE	2200	Rem extg utilities												
1 - SITE	2200	Building Pad / Proof Roll												
1 - SITE	2200	Excavate new detention pond												
1 - SITE	2200	Fill and compact at new concrete slab												
1 - SITE	2200	Relocate concrete barriers												
1 - SITE	2200	Final Grading												
													Total	194,530
													Total	194,530
2270 Erosion Control														
Erosion Control														
1 - SITE	2270	Subcontractor (Certified)		incl								Included with Earthwork		
1 - SITE	2270	Erosion Control Silt Fence		incl								Included with Earthwork		
													Total	
													Total	
2500 Paving and Surfacing														
Fine Grade/Preparation														
1 - SITE	2500	Subcontractor (Certified)	1.00	lsum						584,755.00	584,755		584,755.00	584,755
1 - SITE	2500	2" Type SP 9.5 asphalt												
1 - SITE	2500	Mill existing asphalt												
1 - SITE	2500	Resurface asphalt at fuel island												
1 - SITE	2500	Reconstruct and pave fuel island exit road												
1 - SITE	2500	Paint HC symbols, parking spaces, stop lines and lane lines												
1 - SITE	2500	Provide 3'w conc valley gutter												
1 - SITE	2500	Reconstruct 5'0" w concrete walk												
1 - SITE	2500	Patch concrete at wash pad												
1 - SITE	2500	Modified Type 'F' C & G												
1 - SITE	2500	Provide all signage												
													Total	584,755
													Total	584,755

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Location	Major Section Code	Item Description	Takeoff Qty	Unit	Labor Prod.	Labor Rate	Labor Total	Mat Unit Price	Mat Total	Subs Unit Price	Subs Total	Note	Total Unit Price	Grand Total
2520 Concrete Work														
Curbs & Gutters														
1 - SITE	2520	Subcontractor	1.00	lsum						51,593.00	51,593		51,593.00	51,593
1 - SITE	2520	Provide 4" concrete sidewalks		incl										
1 - SITE	2520	Provide concrete pad at generator and HVAC equipment		incl										
1 - SITE	2520	Provide concrete stoop at Door 118		incl										
1 - SITE	2520	6" Class 1 concrete pavement		incl										
1 - SITE	2520	Provide 5'0"h gravity wall - Scheme 1 FDOT Indes 400-011	30.00	cy						550.00	16,500		550.00	16,500
1 - SITE	2520	Liquid densifier or hardener		incl										
											68,093		Total	68,093
2520											68,093		Total	68,093
2600 Water Pipe														
Water Systems														
1 - SITE	2600	Subcontractor (Certified)	1.00	lsum						67,000.00	67,000		67,000.00	67,000
1 - SITE	2600	2-1/2" x 6" tapping sleeve		incl										
1 - SITE	2600	2-1/2" reduced pressure backflow preventor		incl										
1 - SITE	2600	2" PVC water service to main building		incl										
1 - SITE	2600	1-1/2" water service to Truxck wash pad		incl										
1 - SITE	2600	6" domestic / fire water service		incl										
1 - SITE	2600	6" x 6" tapping sleeve and valve assembly		incl										
1 - SITE	2600	6" reduced pressure backflow preventor		incl										
1 - SITE	2600	Provide 12" C900 PVC		incl										
1 - SITE	2600	12" 45 deg bends		incl										
1 - SITE	2600	Provide 6" C900 PVC		incl										
1 - SITE	2600	6" 45 deg bends		incl										
1 - SITE	2600	Provide 4" C900 PVC		incl										
1 - SITE	2600	4" 45 deg bends		incl										
1 - SITE	2600	Provide Protcto 401 lining		incl										
1 - SITE	2600	Hydrostaic testing		incl										
1 - SITE	2600	Fire line certification		incl										
											67,000		Total	67,000
2600											67,000		Total	67,000
2650 Storm Pipe														
Storm Systems														
1 - SITE	2650	Subcontractor (Certified)	1.00	lsum						29,800.00	29,800		29,800.00	29,800
1 - SITE	2650	10" roof drain PVC cleanout		incl										
1 - SITE	2650	10" roof drain		incl										
1 - SITE	2650	2 x 2 - 4" thk concrete collar		incl										
1 - SITE	2650	Provide skimmer		incl										
1 - SITE	2650	Provide skimmer hardware, poles, and skimmer blade		incl										
1 - SITE	2650	4" thk - 12'0" w concrete weir w/ 6x6 wwf reinf.		incl										
											29,800		Total	29,800
2650											29,800		Total	29,800
2700 Sanitary Sewer Pipe														
Sanitary Sewerage														
1 - SITE	2700	Subcontractor (Certified)	1.00	lsum						68,900.00	68,900		68,900.00	68,900
1 - SITE	2700	4" PVC from truck wash to lift station		incl										
1 - SITE	2700	PVC cleanout		incl										
1 - SITE	2700	4" PVC from building to lift station		incl										
1 - SITE	2700	PVC cleanout		incl										
											68,900		Total	68,900
2700											68,900		Total	68,900
2800 Site Improvements														
Fences & Gates														
1 - SITE	2800	Subcontractor (Good Neighbor)	1.00	lsum						65,317.00	65,317		65,317.00	65,317
1 - SITE	2800	Provide new perimeter 6' chain link fence		incl										
1 - SITE	2800	Provide 24' elec operated cantilever slide gate	1.00	lsum						15,995.00	15,995		15,995.00	15,995
1 - SITE	2800	Provide concrete pole bases		incl										
											81,312		Total	81,312
2800											81,312		Total	81,312
2900 Landscaping														

NPR Fleet Maintenance Facility

Location	Major Sector Code	Item Description	Takeoff Qty	Unit	Labor Prod.	Labor Rate	Labor Total	Mat Unit Price	Mat Total	Subs Unit Price	Subs Total	Note	Total Unit Price	Grand Total
Landscaping														
1 - SITE	2900	Subcontractor (Perma-Culture)	1.00	lsum						49,243.00	49,243		49,243.00	49,243
1 - SITE	2900	Landscaping as per plans and specs, pages L1.0 & L2.0		incl										
1 - SITE	2900	Bid is plant count specific as per Plant Schedule		incl										
1 - SITE	2900	Irrigation system per plans & specs, pages L3.0 & L4.0		incl										
1 - SITE	2900	Perennial Peanut sod up to 7,000 sf		incl										
1 - SITE	2900	Bahia sod up to 16,800 sf		incl										
1 - SITE	2900	Irrigation Systems	1.00	lsum						7,100.00	7,100		7,100.00	7,100
											56,343		Total	56,343
2900											56,343		Total	56,343
1 - SITE											1,336,113		1 - SITE Total	1,336,113
2 - BLDG														
1000 General Conditions														
Surveying														
2 - BLDG	1000	FEMA Cert. (by Owner)		****										
2 - BLDG	1000	Layout (w/Trades)		****										
1000													Total	
2010 Subsurface Investigation													Total	
Subsurface Investigation														
2 - BLDG	2010	ACM & Haz. Materials Survey - Allowance		NIC										
2 - BLDG	2010	ACM & Lead Remediation (NIC)		NIC										
2 - BLDG	2010	Radon Remediation (EXCLUDED)		NIC										
2010													Total	
3300 Cast In Place Concrete														
Concrete - Continuous Footings														
2 - BLDG	3300	Subcontractor (Maas Construction)	1.00	lsum						383,000.00	383,000		383,000.00	383,000
2 - BLDG	3300	Provide spread footings per plans and schedule S1.1		incl										
2 - BLDG	3300	Provide strip footings per plans and schedule S1.1		incl										
2 - BLDG	3300	8" SOG 4000 PSI w/ #4 at 18" oc		incl										
2 - BLDG	3300	6" SOG 4000 PSI w/ 6x6 - W4 x W4 WWR		incl										
2 - BLDG	3300	15 mil vapor barrier		incl										
2 - BLDG	3300	4" SOG 4000 PSI w/ 6x6 - W2.9 x W2.9 WWR		incl										
2 - BLDG	3300	Thickened edge slab per plans		incl										
2 - BLDG	3300	(3) #5 continuous at vehicular traffic slab edge		incl										
2 - BLDG	3300	(3) #4 continuous at all other locations		incl										
2 - BLDG	3300	install embeds for column plates		incl										
2 - BLDG	3300	Provide block-out reinf at columns		incl										
2 - BLDG	3300	Liquid desifiers and hardeners per plans notes SC		incl										
2 - BLDG	3300	4" concrete walks at Emtry		incl										
2 - BLDG	3300	6" concrete pad for new generator location and HVAC equipment		incl										
2 - BLDG	3300	4" conc walk at Fleet Storage Dr 116		incl										
2 - BLDG	3300	Concrete flagpole base and embed sleeve		incl										
2 - BLDG	3300	4" concrete pad for relocated air compressor		incl										
2 - BLDG	3300	Submittals		incl										
2 - BLDG	3300	Shop drawings		incl										
2 - BLDG	3300	Liquid densifier or hardener		incl										
3300											383,000		Total	383,000
											383,000		Total	383,000
4200 Unit Masonry														
Unit Masonry														
2 - BLDG	4200	Subcontractor (Maas Construction)		incl								Included with Concrete		
2 - BLDG	4200	4" 8" and 12" CMU w/ Reinforcing		incl										
2 - BLDG	4200	4" CMU Piers w/ #6 Rebar		incl										
2 - BLDG	4200	(L1) 1-course lintel and reinf per plans and schedule (S3.5)		incl										
2 - BLDG	4200	(L2) 2-course lintel and reinf per plans and schedule (S3.5)		incl										

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Location	Major Section Code	Item Description	Takeoff Qty	Unit	Labor Prod.	Labor Rate	Labor Total	Mat Unit Price	Mat Total	Subs Unit Price	Subs Total	Note	Total Unit Price	Grand Total
2 - BLDG	4200	(L3) 3-course lintel and reinf per plans and schedule (S3.5)		incl										
2 - BLDG	4200	(L3-S) 3-course lintel and reinf per plans and schedule w/ stirrups (S3.5)		incl										
2 - BLDG	4200	(L4) 4-course lintel and reinf per plans and schedule (S3.5)		incl										
2 - BLDG	4200	(L4-S) 4-course lintel and reinf per plans and schedule w/ stirrups (S3.5)		incl										
2 - BLDG	4200	(L5) 5-course lintel and reinf per plans and schedule (S3.5)		incl										
2 - BLDG	4200	(L5-S) 6-course lintel and reinf per plans and schedule w/ stirrups (S3.5)		incl										
2 - BLDG	4200	(L6) 6-course lintel and reinf per plans and schedule (S3.5)		incl										
2 - BLDG	4200	(L6-S) 6-course lintel and reinf per plans and schedule w/ stirrups (S3.5)		incl										
2 - BLDG	4200	All grouting per plans nad deatails (S3.5)		incl										
2 - BLDG	4200	All vertical reinf per plans and details		incl										
													Total	
4200													Total	
5100 Steel/Metal Fastening/Welding														
Steel Materials														
2 - BLDG	5100	Subcontractor (Seminole Machine)	1.00	lsum					182,500.00		182,500		182,500.00	182,500
2 - BLDG	5100	36" LH-series steel joists spaced at approximately 6'-0" oc		Incl										
2 - BLDG	5100	1-1/2" Type-B roof decking		Incl										
2 - BLDG	5100	26" K-series steel joists spaced at approximately 6'-0" oc		Incl										
2 - BLDG	5100	1-1/2" Type-B roof decking		Incl										
2 - BLDG	5100	HSS Structural Steel Columns per plans		Incl										
2 - BLDG	5100	Beam plates per plans and schedule S4.0		Incl										
2 - BLDG	5100	Provide steel plates and AB per plans		Incl										
2 - BLDG	5100	Btwn Joists: 4x4x 1/4" Cont. w/ Deck: Fasten using 3/8" Dia. x 2-1/2" Anchors		Incl										
2 - BLDG	5100	At K-Series Joists Use 6x6x 3/8"x 0'-8" w/ 1-1/4" Center Stiffener		Incl										
2 - BLDG	5100	PL 1/2"x12"x1'-0" w/ (4) 1/2" Dia. X 3-1/2" min Embed LDT Anchors		Incl										
2 - BLDG	5100	Provide 6" pipe bollards	1.00	lsum					1,600.00		1,600		1,600.00	1,600
2 - BLDG	5100	Shop drawings / trips		Incl										
											184,100		Total	184,100
5100											184,100		Total	184,100
5500 Metal Fabrications														
Metal Fabrications														
2 - BLDG	5500	Provide handrail at gravity wall	160.00	Inft					125.00		20,000		125.00	20,000
											20,000		Total	20,000
5500											20,000		Total	20,000
6100 Rough Carpentry														
Rough Carpentry														
2 - BLDG	6100	FRP panel and mop sink and eye wash location.	1.00	lsum					2,600.00		2,600		2,600.00	2,600
											2,600		Total	2,600
6100											2,600		Total	2,600
7100 Waterproofing														
Waterproofing														
2 - BLDG	7100	Waterproofing	12,080.00	sqft					2.00		24,160		2.00	24,160
											24,160		Total	24,160
7100											24,160		Total	24,160
7200 Insulation														
Insulation														
2 - BLDG	7200	Subcontractor (Tailored Foam)	1.00	lsum					8,477.00		8,477		8,477.00	8,477
2 - BLDG	7200	Foam insulation - core-fill 500		Incl										
											8,477		Total	8,477
7200											8,477		Total	8,477

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Location	Major Section Code	Item Description	Takeoff Qty	Unit	Labor Prod.	Labor Rate	Labor Total	Mat Unit Price	Mat Total	Subs Unit Price	Subs Total	Note	Total Unit Price	Grand Total
7500 Membrane Roofing														
2 - BLDG	7500	Subcontractor (American)	1.00	lsum						191,021.00	191,021		191,021.00	191,021
2 - BLDG	7500	5/8" Securock Gypsum Cover Board - mech fastened to deck		sqft										
2 - BLDG	7500	GAF - Self-Adhered Vapor Retarder		incl										
2 - BLDG	7500	1/4" Taper EnergyGuard ISO Board System; Min. 1.5" for R-Value		incl										
2 - BLDG	7500	1/2" Securock Gypsum Cover Board - mech fastened		incl										
2 - BLDG	7500	GAF 60Mil TPO Membrane - Adhered Application		incl										
2 - BLDG	7500	040 Aluminum - Shop fabricated		incl										
2 - BLDG	7500	Aluminum 4" Drain Inserts		incl										
2 - BLDG	7500	TPO Ventilation Boots & Vents		incl										
2 - BLDG	7500	Aluminum Coping cap and cleat with 2x nailer at parapets.		incl										
2 - BLDG	7500	Flash all curbs / parapet walls with TPO membrane & Aluminum flashing		incl										
2 - BLDG	7500	Properly flash & heat weld all roof penetrations and curbs		incl										
2 - BLDG	7500	Coping blocking / nailer		incl										
2 - BLDG	7500	Daily cleanup		incl										
										191,021			Total	191,021
7500										191,021			Total	191,021
7900 Joint Sealers														
2 - BLDG	7900	*Misc. Caulking		lsum								Included w/ trades		
													Total	
7900													Total	
8100 Metal Doors														
Hollow Metal Doors														
2 - BLDG	8100	Subcontractor (Gulf Coast)	1.00	lsum						15,540.00	15,540		15,540.00	15,540
2 - BLDG	8100	Welded HM frames		incl										
2 - BLDG	8100	HM Doors		incl										
2 - BLDG	8100	HM side light frame @ Purchasing Agent 110		incl										
2 - BLDG	8100	HM side light frame @ Corridor 110		incl										
2 - BLDG	8100	HM side light frame @ Multi-Purpose 111		incl										
2 - BLDG	8100	HM side light frame @ Fleet Manager 113		incl										
2 - BLDG	8100	Provide Fiberglass doors and frames	1.00	lsum						7,350.00	7,350		7,350.00	7,350
2 - BLDG	8100	Installation (ShelMar)	1.00	lsum						3,625.00	3,625		3,625.00	3,625
										26,515			Total	26,515
8100										26,515			Total	26,515
8300 Special Doors														
Sectional Overhead Doors														
2 - BLDG	8300	Subcontractor (Horizon Door)	1.00	lsum						106,284.00	106,284		106,284.00	106,284
2 - BLDG	8300	Dr 116B 5'4" x 8'0" chain hoist		each										
2 - BLDG	8300	Dr 118A 10'0" x 12'8" chain hoist		each										
2 - BLDG	8300	Dr 118B 10'0" x 12'8" chain hoist		each										
2 - BLDG	8300	Dr 118C 10'0" x 12'8" chain hoist		each										
2 - BLDG	8300	Dr 118D 10'0" x 12'8" chain hoist		each										
2 - BLDG	8300	Dr 103C 10'0" x 12'0" motor operated		each										
2 - BLDG	8300	Dr 103B 12'0" x 12'0" motor operated		each										
2 - BLDG	8300	Dr 117D 14'0" x 14'0" motor operated RH		each										
2 - BLDG	8300	Dr 117A 14'0" x 14'0" motor operated		each										
2 - BLDG	8300	Dr 117B 14'0" x 14'0" motor operated		each										
2 - BLDG	8300	Dr 117C 14'0" x 14'0" motor operated		each										
2 - BLDG	8300	Dr 117D 14'0" x 14'0" motor operated LH		each										
2 - BLDG	8300	Dr 117E 14'0" x 14'0" motor operated		each										
2 - BLDG	8300	Dr 117F 14'0" x 14'0" motor operated		each										
2 - BLDG	8300	Dr 117G 14'0" x 14'0" motor operated		each										
2 - BLDG	8300	Delivery, Unloading		lsum										
2 - BLDG	8300	Installation		lsum										
										106,284			Total	106,284
8300										106,284			Total	106,284
8400 Entrances and Storefronts														

NPR Fleet Maintenance Facility

Location	Major Sector Item Code	Description	Takeoff Qty	Unit	Labor Prod.	Labor Rate	Labor Total	Mat Unit Price	Mat Total	Subs Unit Price	Subs Total	Note	Total Unit Price	Grand Total
Entrances and Storefronts														
2 - BLDG	8400	Subcontractor (CMIC)	1.00	lsum						137,500.00	137,500		137,500.00	137,500
2 - BLDG	8400	W1 - 7'4" x 5'0" alum window		incl										
2 - BLDG	8400	W2 - 4'8" x 2'5" alum window		incl										
2 - BLDG	8400	W3 - 4'8" x 5'0" alum window		incl										
2 - BLDG	8400	W4 - 8'4" x 5'0" alum window		incl										
2 - BLDG	8400	W5 - 6'8" x 5'0" alum window		incl										
2 - BLDG	8400	W6 - 14'0" x 5'0" alum window		incl										
2 - BLDG	8400	Interior storefront / door Room 112 - (G-1) 1/4" clear, temp		incl										
2 - BLDG	8400	LIG-1 - 1" insul, laminated, heat-strength, clear vision panel, dr frame hardware		incl								Doors 100, 103D and 113		
2 - BLDG	8400	IG-1 - 1" clear, insul interior vision glass, temp		incl								Doors 100A, 110 and 113A		
2 - BLDG	8400	Delivery, Material handling		incl										
2 - BLDG	8400	Engineering / shop drawings		incl										
											137,500		Total	137,500
8400											137,500		Total	137,500
8700 Hardware														
Door Hardware														
2 - BLDG	8700	Subcontractor (Gulf Coast)	1.00	lsum						19,850.00	19,850		19,850.00	19,850
2 - BLDG	8700	Door Hardware		incl										
2 - BLDG	8700	Installation		incl								Included with door installation		
											19,850		Total	19,850
8700											19,850		Total	19,850
9200 Lath and Plaster														
Lath and Plaster														
2 - BLDG	9200	Subcontractor (Cornerstone)	1.00	lsum						102,200.00	102,200		102,200.00	102,200
2 - BLDG	9200	Apply stucco system over CMU.		incl										
2 - BLDG	9200	All stucco trims to be PVC.		incl										
2 - BLDG	9200	Includes scaffolding for this scope of work.		incl										
2 - BLDG	9200	Punch Work		incl										
2 - BLDG	9200	Fry reglet flashing		lsum										
											102,200		Total	102,200
9200											102,200		Total	102,200
9250 Drywall														
Drywall														
2 - BLDG	9250	Subcontractor (JDon)	1.00	lsum						82,860.00	82,860		82,860.00	82,860
2 - BLDG	9250	Interior metal framed drywall partitions ceilings and ceilings.		incl										
2 - BLDG	9250	7/8" metal stud furring / drywall at perimeter masonry walls		incl										
2 - BLDG	9250	All drywall to have a level 4 finish.		incl										
2 - BLDG	9250	Includes wood or metal backing		incl										
2 - BLDG	9250	Includes scaffolding or lifts required to complete our scope of work.		incl										
2 - BLDG	9250	Metal framing at soffits		incl										
2 - BLDG	9250	Delivery / Unloading / Material Handling	1.00	lsum										
											82,860		Total	82,860
9250											82,860		Total	82,860
9300 Tile														
Ceramic Tile														
2 - BLDG	9300	Subcontractor ()	1.00	lsum						22,500.00	22,500		22,500.00	22,500
2 - BLDG	9300	12 x 24 Floor tile Public Toilet 101, 106, 108		incl										
2 - BLDG	9300	12 x 24 wall tile Public Toilet 101, 106 108		incl										
2 - BLDG	9300	2 x 2 shower floor tile		incl										
2 - BLDG	9300	6 x 12 tile wall base		incl										
2 - BLDG	9300	Misc. Materials, transittions , floor prep		incl										
											22,500		Total	22,500
9300											22,500		Total	22,500
9500 Acoustical Treatment														
Acoustical Ceiling Tiles														

NPR Fleet Maintenance Facility

Location	Major Section Code	Item Description	Takeoff Qty	Unit	Labor Prod.	Labor Rate	Labor Total	Mat Unit Price	Mat Total	Subs Unit Price	Subs Total	Note	Total Unit Price	Grand Total
2 - BLDG	9500	Subcontractor (Yagmin)	1.00	lsum						11,108.00	11,108		11,108.00	11,108
2 - BLDG	9500	Provide new ACT and Grid		incl										
2 - BLDG	9500	Hanger wire, clips and perimeter mouldings		incl										
2 - BLDG	9500	Delivery and material handling		incl										
											11,108		Total	11,108
											11,108		Total	11,108
9650 Resilient Flooring														
Resilient Flooring														
2 - BLDG	9650	Subcontractor ()	1.00	lsum					10,000.00	10,000			10,000.00	10,000
2 - BLDG	9650	Rubber Base at LVT		incl										
2 - BLDG	9650	Misc. Materials, transitions , floor prep		incl										
2 - BLDG	9650	Linear vinyl tile		incl										
2 - BLDG	9650	Rubber Base at LVT		incl										
2 - BLDG	9650	Misc. Materials, transitions , floor prep		incl										
											10,000		Total	10,000
											10,000		Total	10,000
9900 Painting														
Painting														
2 - BLDG	9900	Subcontractor (Wintergreen)	1.00	lsum					48,246.00	48,246			48,246.00	48,246
2 - BLDG	9900	Paint all partitions per fin schedule		incl										
2 - BLDG	9900	Paint ceiling and soffits		incl										
2 - BLDG	9900	Paint plywood walls		incl										
2 - BLDG	9900	Paintn ext stucco		incl										
2 - BLDG	9900	Paint doors and frames per schedule		incl										
											48,246		Total	48,246
											48,246		Total	48,246
10260 Wall and Corner Guards														
Wall and Corner Guards														
2 - BLDG	10260	2 x 2 x 48" SS corner guards	10.00	each					40.00	400			40.00	400
2 - BLDG	10260	Installation	10.00	each					50.00	500			50.00	500
2 - BLDG	10260	Shipping	1.00	lsum					100.00	100			100.00	100
											1,000		Total	1,000
											1,000		Total	1,000
10350 Flagpoles														
Flagpoles														
2 - BLDG	10350	Subcontractor (Rolling Oak)	1.00	lsum					6,900.00	6,900			6,900.00	6,900
2 - BLDG	10350	30"0"t x 8" diam cone tapered pole		incl										
2 - BLDG	10350	Connecting sleeve		incl										
2 - BLDG	10350	Accessories per spec 10 75 00		incl										
2 - BLDG	10350	Lightning ground rod		incl										
2 - BLDG	10350	Installation		lsum					1,491.00				1,491.00	
											6,900		Total	6,900
											6,900		Total	6,900
10400 Identifying Devices														
Identifying Devices														
2 - BLDG	10400	Room signs	19.00	each					20.00	380			20.00	380
2 - BLDG	10400	Door signs	18.00	each					12.00	216			12.00	216
2 - BLDG	10400	Emergency evacuation maps	1.00	each					20.00	20			20.00	20
2 - BLDG	10400	Building Plaque	1.00	each					250.00	250			250.00	250
2 - BLDG	10400	Installation	1.00	each					250.00	250			250.00	250
2 - BLDG	10400	Exterior Lettering / Public works logo	1.00	each					10,000.00	10,000			10,000.00	10,000
											11,116		Total	11,116
											11,116		Total	11,116
10500 Lockers														
Lockers														
2 - BLDG	10500	Subcontractor (Rolling Oak)	1.00	lsum					6,126.00	6,126			6,126.00	6,126
2 - BLDG	10500	24 x 24 x 84 single tier lockers		incl								Locker Rm 105E and 105W		
2 - BLDG	10500	All accessories per Spec 10 51 13		incl										
2 - BLDG	10500	Delivery / install		incl										
											6,126		Total	6,126

NPR Fleet Maintenance Facility

Location	Major Section Code	Item Description	Takeoff Qty	Unit	Labor Prod.	Labor Rate	Labor Total	Mat Unit Price	Mat Total	Subs Unit Price	Subs Total	Note	Total Unit Price	Grand Total
	10500										6,126		Total	6,126
	10520	Fire Protection Specialties												
		Fire Protection Specialties												
2 - BLDG	10520	Subcontractor (Rolling Oak)	1.00	lsum					8,285.00	8,285			8,285.00	8,285
2 - BLDG	10520	Multi-purpose extinguishers	3.00	each										
2 - BLDG	10520	Recessed fire cabinets	3.00	each										
2 - BLDG	10520	Installation	1.00	lsum										
											8,285		Total	8,285
	10520										8,285		Total	8,285
	10530	Protective Coverings												
		Protective Coverings												
2 - BLDG	10530	Subcontractor (Awning Factory)	1.00	lsum					58,200.00	58,200			58,200.00	58,200
2 - BLDG	10530	N Elev - 19'w x 4'd Lumishade canopy		incl										
2 - BLDG	10530	N Elev - 10'4" w x 4'd Lumishade canopy		incl										
2 - BLDG	10530	N Elev - 16'w x 4'd Lumishade canopy		incl										
2 - BLDG	10530	N Elev - 8'5" w x 4'd Lumishade canopy		incl										
2 - BLDG	10530	E Elev Low - 34'0" w x 4'd Lumishade canopy		incl										
2 - BLDG	10530	E Elev High - 70'0" w x 4'd Lumishade canopy		incl										
2 - BLDG	10530	S Elev - 8'5" x 4'0"d Lumishade canopy		incl										
2 - BLDG	10530	S Elev - 5'4" x 4'0"d Lumishade canopy		incl										
2 - BLDG	10530	W Elev - 14'0" x 4'0"d Lumishade canopy		incl										
2 - BLDG	10530	W Elev - 13'8" x 4'0"d Lumishade canopy		incl										
2 - BLDG	10530	W Elev - 6'8" x 4'0"d Lumishade canopy		incl										
2 - BLDG	10530	W Elev - 14'7" x 4'0"d Lumishade canopy		incl										
2 - BLDG	10530	W Elev High - 70'0" w x 4'd Lumishade canopy		incl										
2 - BLDG	10530	All umishjde canopies per Det on Sheet A4.1		incl										
											58,200		Total	58,200
	10530										58,200		Total	58,200
	10900	Miscellaneous Specialties												
		Miscellaneous Specialties												
2 - BLDG	10900	Subcontractor (Rolling Oak)	1.00	lsum					3,901.00	3,901			3,901.00	3,901
2 - BLDG	10900	Liquid soap dispenser		incl										
2 - BLDG	10900	Paper towel dispenser		incl										
2 - BLDG	10900	Toilet tissue dispenser		incl										
2 - BLDG	10900	Napkin diposal		incl										
2 - BLDG	10900	Clothes hook		incl										
2 - BLDG	10900	Clothes hook		incl										
2 - BLDG	10900	36" SS grab bar		incl										
2 - BLDG	10900	42" SS grab bar		incl										
2 - BLDG	10900	18" SS vertical grab bar		incl										
2 - BLDG	10900	SS corner grab bar at shower		incl										
2 - BLDG	10900	18" x 36" mirror w/ channel frame		incl										
2 - BLDG	10900	Paper towel dispenser		incl										
2 - BLDG	10900	Utility shelf with hooks and holders		incl										
2 - BLDG	10900	Shower rod and curtain		incl										
2 - BLDG	10900	Trash can		incl										
2 - BLDG	10900	Installation		incl										
											3,901		Total	3,901
	10900										3,901		Total	3,901
	11010	Maintenance Equipment												
		Maintenance Equipment												
2 - BLDG	11010	Maintenance Equipment										SEE ALTERNATES		
													Total	
	11010												Total	
	11140	Vehicle Service Equipment												
		Vehicle Service Equipment												
2 - BLDG	11140	Relocate Existing Garage FF&E	1.00	lsum					192,241.00	192,241			192,241.00	192,241
											192,241		Total	192,241
	11140										192,241		Total	192,241
	12300	Manufactured Casework												
		Manufactured Casework												

NPR Fleet Maintenance Facility

Location	Major Section Code	Item Description	Takeoff Qty	Unit	Labor Prod.	Labor Rate	Labor Total	Mat Unit Price	Mat Total	Subs Unit Price	Subs Total	Note	Total Unit Price	Grand Total
2 - BLDG	12300	Subcontractor (Spacewerks)	1.00	lsum						15,211.00	15,211		15,211.00	15,211
2 - BLDG	12300	PLAM front desk w/ solid surface top		incl								Purchasing Agent Rm. 100		
2 - BLDG	12300	Wall mtd metal spring gate		incl								Purchasing Agent Rm. 100		
2 - BLDG	12300	PLAM front desk w/ solid surface top		incl								Fleet Manager Rm. 113		
2 - BLDG	12300	Wall mtd metal spring gate		incl								Fleet Manager Rm. 113		
2 - BLDG	12300	PLAM base cabinets w/ solid surface top		incl								Multi-Purpose Rm. 111		
2 - BLDG	12300	PLAM wall cabinets		incl								Multi-Purpose Rm. 111		
2 - BLDG	12300	All cabinet hardware		incl										
2 - BLDG	12300	3/4" removable panel ADA base cabinet		incl										
2 - BLDG	12300	Shop drawings		incl										
2 - BLDG	12300	Installation	1.00	lsum					4,259.00	4,259			4,259.00	4,259
											19,470		Total	19,470
											19,470		Total	19,470
12300														
15300 Fire Protection														
Fire Protection														
2 - BLDG	15300	Subcontractor (Miken)	1.00	lsum					38,676.00	38,676			38,676.00	38,676
2 - BLDG	15300	New riser w/ control valve w/ tamper switch, flow switch drain valve and trim		incl										
2 - BLDG	15300	System starting from 1"0" aff		incl										
2 - BLDG	15300	Recessed sprinkler at all ceilings		incl										
2 - BLDG	15300	Upright sprinkler heads at exposed ceilings		incl										
2 - BLDG	15300	Steel pipe and cast iron fittings		incl										
2 - BLDG	15300	Fire caulking and hangers		incl										
2 - BLDG	15300	Signage per NFPA 13		incl										
2 - BLDG	15300	Provide new fire dept connection		incl										
											38,676		Total	38,676
											38,676		Total	38,676
15300														
15400 Plumbing														
Plumbing														
2 - BLDG	15400	Subcontractor (Pasadena)	1.00	lsum					254,020.00	254,020			254,020.00	254,020
2 - BLDG	15400	ADA Water Closet	3.00	lsum										
2 - BLDG	15400	ADA Lavatory	3.00	each										
2 - BLDG	15400	Urinal	2.00	each										
2 - BLDG	15400	ADA Shower - Pans By Others	2.00	each										
2 - BLDG	15400	Breakroom Sink	1.00	each										
2 - BLDG	15400	Ice maker box	2.00	each										
2 - BLDG	15400	Floor drian	9.00	each										
2 - BLDG	15400	Hose bibb	4.00	each										
2 - BLDG	15400	Mop sink	2.00	each										
2 - BLDG	15400	Two station handwash	2.00	each										
2 - BLDG	15400	50 - gal Water heater	1.00	each										
2 - BLDG	15400	EWC Bi-level water cooler	1.00	each										
2 - BLDG	15400	Emergency eyewash shower	1.00	each										
2 - BLDG	15400	Triple basin / oil interceptor	1.00	each										
2 - BLDG	15400	Type 'L' copper for domestic water above slab		incl										
2 - BLDG	15400	Type 'K' copper for domestic water below slab		incl										
2 - BLDG	15400	Schedule 40 OVE for for waste and vent piping above slab		incl										
2 - BLDG	15400	201/2" reduces pressure zone RPZ and strainer		incl										
2 - BLDG	15400	Compressed air ALLOWANCE	1.00	lsum										
2 - BLDG	15400	Impac fee / tap fees		EXCL										
											254,020		Total	254,020
											254,020		Total	254,020
15400														
15500 HVAC														
HVAC														
2 - BLDG	15500	Subcontractor (Prime Air)	1.00	lsum					99,791.00	99,791			99,791.00	99,791
2 - BLDG	15500	Furnish five ton split system with electric heat		incl										
2 - BLDG	15500	Furnish wall mounted ductless split system in IT room.		incl										
2 - BLDG	15500	Furnish externally insulated galvanized metal and flexible ductwork.		incl										
2 - BLDG	15500	Furnish ceiling mounted diffusers as shown.		incl										
2 - BLDG	15500	Furnish clg mtd exh fans and associated metal ductwork in restrooms & locker room.		incl										
2 - BLDG	15500	Furnish roof mtd exh fans in warehouse, fluid room & maintenance bay		incl										

NPR Fleet Maintenance Facility

Location	Major Sector Code	Item Description	Takeoff Qty	Unit	Labor Prod.	Labor Rate	Labor Total	Mat Unit Price	Mat Total	Subs Unit Price	Subs Total	Note	Total Unit Price	Grand Total
2 - BLDG	15500	Furnish CO2 detection system as shown.		incl										
2 - BLDG	15500	Provide certified, independent test and balance		incl										
											99,791		Total	99,791
15500											99,791		Total	99,791
16000 Electrical														
Electrical														
2 - BLDG	16000	Subcontractor (JDP)	1.00	lsum					380,985.00	380,985			380,985.00	380,985
2 - BLDG	16000	Temporary Power For Construction		incl										
2 - BLDG	16000	600 AMP 120 / 240 V 3 phase		incl										
2 - BLDG	16000	Relocate existing generator		incl										
2 - BLDG	16000	New ATS for emergency lighting		incl										
2 - BLDG	16000	New ATS for remainder of building		incl										
2 - BLDG	16000	Light fixture package		incl										
2 - BLDG	16000	Lighting controls		incl										
2 - BLDG	16000	Wiring Devices Includes Outlets Per Code		incl										
2 - BLDG	16000	All Branch Wiring Shall Be In Mc Cable, Emt And Pvc Conduits		incl										
2 - BLDG	16000	All Wiring To Be Copper		incl										
2 - BLDG	16000	Power to OH doors locations		incl										
2 - BLDG	16000	All Work To Be Done During Normal Business Hours		incl										
											380,985		Total	380,985
16000											380,985		Total	380,985
16600 Special Systems														
Special Systems														
2 - BLDG	16600	Notifier fire alarm system		incl										
2 - BLDG	16600	Back boxes with conduit stubs		incl										
													Total	
16600													Total	
16700 Communications														
Communications														
2 - BLDG	16700	BDA System Survey		incl										
2 - BLDG	16700	Back boxes with conduit stubs		lsum										
2 - BLDG	16700	Data Communication prewire		lsum										
													Total	
16700													Total	
2 - BLDG											2,461,132		2 - BLDG Total	2,461,132
##### sqft											216.40	3,809,585	Grand Total	4,136,027

DESCRIPTION

GL INSURANCE	27,711
Subtotal	4,163,738
P&P Bond	44,973
Subtotal	4,208,712
FEE	189,392
Subtotal	4,398,104
CONTINGENCY	300,000
Total Estimate	4,698,104





















NEW PORT RICHEY

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

TO: City of New Port Richey City Council

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

DATE: 6/18/2024

RE: Resolution No. 2024-08: Amendments to CDBG Housing Assistance Plan

REQUEST:

The request is for City Council to adopt Resolution No. 2024-08 which amends the City's Community Development Block Grant (CDBG) Housing Assistance Plan.

DISCUSSION:

As Council may recall, Resolution No. 2020-56 was adopted on September 15, 2020 and established City's CDBG Housing Assistance Plan (HAP) as it was a requisite under the City's Small City CDBG Program application. Since that time, the City's grant administration services firm, Guardian Community Resource Management, advised the City that its Housing Assistance Plan was cumbersome and restrictive for timely administration of the grant. The firm made necessary changes that were non-policy related and mostly related to process. In addition, the City requested two changes to the plan. The first relates to the eligibility to participate in the program. In short, the change prohibits city employees, members of City Council, Citizens Advisory Task Force members and their families from eligibility to participate in the program. The second change relates to homeowner's insurance. The HAP requires that the property is insured at the time that the improvements have been completed. The change requested was that homeowners, as a condition of program eligibility, have property insurance at the time of program application. With that being said, there is a waiver to this requirement that property owners can apply for consideration under and which is subject to City Council approval but which shall not be unreasonably withheld. The revised document was then submitted to the Florida Department of Economic Opportunity (now known as Florida Commerce) for review and approval. The changes made are outlined in the redline version attached to this agenda item. Staff was notified by Guardian Community Resource Management on April 3, 2024 that Florida Commerce approved the proposed changes. The newly appointed members of the Citizens Advisory Task Force met on June 3, 2024 to review the proposed changes and they were unanimously approved.

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 2024-08 which amends the City's Community Development Block Grant (CDBG) Housing Assistance Plan as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
❑ Resolution No. 2024-08: Amendments to CDBG Housing Assistance Plan	Backup Material
❑ Proposed Amendments to HAP - Redline Version	Backup Material

RESOLUTION NO. 2024-08

A RESOLUTION AUTHORIZING THE ADOPTION OF A HOUSING ASSISTANCE PLAN IN CONJUNCTION WITH THE SUBMISSION OF AN APPLICATION FOR A SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT IN THE HOUSING REHABILITATION CATEGORY TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2019.

WHEREAS, The City of New Port Richey desires to submit an application to the Florida Department of Economic Opportunity for a Small Cities Community Development Block Grant in the Housing Rehabilitation category to benefit persons of low and moderate income; and

WHEREAS, the Florida Department of Economic Opportunity requires a Housing Assistance Plan be developed by the City of New Port Richey to provide guidance to the City of New Port Richey in carrying out a Community Development Block Grant project in the Housing Rehabilitation category; and

WHEREAS, the Florida Department of Economic Opportunity requires the City of New Port Richey submit the approved Housing Assistance Plan with the Community Development Block Grant application in the Housing Rehabilitation category which must be submitted to the Florida Department of Economic Opportunity.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Port Richey as follows:

SECTION I. That the City of New Port Richey City Council hereby adopts the City's Community Development Block Grant, Housing Assistance Plan hereto attached as Exhibit "A."

DONE AND RESOLVED this 18th day of June, 2024.

ATTEST:

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, CMC, City Clerk

Alfred C. Davis, Mayor – Councilmember

(SEAL)

APPROVED AS TO LEGAL FORM AND CONTENT

Timothy P. Driscoll, City Attorney

EXHIBIT “A”

CITY OF NEW PORT RICHEY HOUSING ASSISTANCE PLAN REHABILITATION/REPLACEMENT/RELOCATION GUIDELINES AND GENERAL INFORMATION FOR PARTICIPANTS FFY 2019 CDBG PROGRAM

I. GENERAL

This repository of information is to advise potential participants of the guidelines by which the City will operate its Community Development Block Grant (CDBG) program. These guidelines have been established to give a program overview and procedures to ensure compliance with the requirements established by the Florida Department of Economic Opportunity (DEO) and Federal Department of Housing and Urban Development (HUD). The information contained herein is subject to change upon action of DEO, HUD, or the City Council.

It is illegal to discriminate on the basis of an individual's RACE, CREED, COLOR, SEX, RELIGION, ETHNICITY, HANDICAP, AGE, NATIONAL ORIGIN, OR FAMILY STATUS. Individuals in the City are also protected by the State's Fair Housing Act, Sections 760.20, 760.22, 760.23, and any amendments thereto.

The City Council has established a Citizen's Advisory Task Force (CATF) to serve as an oversight committee for the City's CDBG program. This committee will meet as needed to ensure that the program is operating in accordance with all Local, State, and Federal requirements.

In order to qualify for the CDBG Housing program, the applicant must currently be the owner of the housing unit and occupy the housing unit proposed for rehabilitation or replacement as their primary residence.

The owner of the housing unit will be asked to give personal and financial information about themselves and their household to a representative of the City or the Housing Specialist in order to begin the application process. This information will be recorded and become a part of the applicant's file. The information provided must be accurate and true. The Housing Specialist, upon advice from the Citizen's Advisory Task Force, will use the information to ascertain if the applicant is eligible to participate in the CDBG Housing program.

The home of each applicant who qualifies for the CDBG housing program will be inspected by the Housing Specialist to determine the extent of rehabilitation that will be required to bring the residence within program guidelines. The applicant or their representative must be present while their home is being inspected and will be requested to provide input concerning their housing needs. The Housing Specialist will meet with a representative of the local Building Department to ensure the local building code and housing code requirements related to addressing each structure will be met. The Housing Specialist will develop an inspection report based on the housing needs and estimate the costs necessary to bring each of the housing units up to the required minimum property standards. Additional bedroom space can only be provided as needed to ensure those household members in permanent residence do not share a bedroom with a member of the opposite sex, except couples or husband and wife in addition no more than two individuals of the same sex can occupy the same bedroom. The construction work on a dwelling will be completed by a state registered or certified

contractor, under no circumstances may the contractor or his/her subcontractors be the owner of the residence, a relative of the owner of the residence or an occupant of the residence that is to be rehabilitated. Neither shall any of the aforementioned be paid for their own labor with CDBG funds for the rehabilitation of said residence.

The owner(s) of the residence will be required to sign certain documents before the construction process begins. These documents will outline the work to be performed on their property. Construction will cause a certain amount of debris; however, every effort will be made by the contractor to leave the work site in a clean and orderly fashion. Work on the foundation and exterior of the dwelling may cause damage to shrubs and lawn ornaments around the dwelling. If possible, the owner of the property shall have all of these items moved prior to the time work is to begin. Although the contractor will be as careful as possible to protect the trees, shrubs and bushes located on the property, neither the City, Housing Specialist, nor the contractor will be responsible for any damage done to the trees, shrubs and bushes located on the property during the course of the construction, demolition or renovation.

II. OBJECTS OF PROGRAM

A. To provide a Deferred Payment Loan (DPL) to very low income (up to 30% of Area Median Income), low income (up to 50% of Area Median Income) and low/moderate income (Up to 80% of Area Median Income) participants whose homes are in need of repair or replacement. Each housing unit considered for inclusion in the CDBG Housing program must contain a violation pertaining to building code or HUD Section 8 Housing standards. (DPL is explained further in the financing section). The purpose is to bring the residence up to Section 8 Minimum Property Standards and/or the standards set forth in the Florida Building Code or other ordinances (including CRA requirements) currently adopted by the City.

B. To improve the conditions of housing while maintaining housing costs at a level affordable to lower-income households; to provide a safe and sanitary dwelling.

C. To reverse the physical deterioration of the community by providing a mechanism to allow for the rehabilitation of existing housing stock in a community.

D. To eliminate slums and blight and provide a safer, more sanitary environment in which to live.

III. FINANCING

A. The type of assistance which will be available to eligible applicants is known as a Deferred Payment Loan (DPL). A brief description of this program is presented below. Grants will not be utilized as a part of the CDBG Housing program.

Deferred Payment Loans: This type of loan will be available to eligible, approved homeowners. The DPL can be used in the owner-occupied rehabilitation program.

The DPL will be secured by a lien on the property. The DPL payments will be deferred for a period of 10 years. The DPL will depreciate at the rate of 10% per full year. The DPL will be forgiven at the end of the 10-year period. If the owner sells or rents the property or otherwise violates the terms of the mortgage at any time within the 10-year period, the remaining mortgage balance will be due and payable. This is done to assure that the applicant will occupy the residence and not sell or rent the property for 10 years after the rehabilitation of the dwelling has been completed.

IV. ELIGIBILITY

A. Only those properties containing owner occupied conventionally built structures, modular homes or mobile homes located within the incorporated area of the City of New Port Richey will be considered for participation in the CDBG Housing program. No rental properties will be addressed under this project. Mobile homes built before December 31, 1996 will only be considered for replacement under the CDBG program per the Department of Economic Opportunities.

Household income must be within the Section 8 income limit guidelines as published by the State of Florida and/or HUD for the region.

No member of the City Council, member of the CATF, employee of the City, or relatives of any of these as defined by HUD and Florida Statutes, shall be eligible for program participation. The prohibition shall continue for one year after an individual's relationship with the City is terminated.

All applicants will receive a conflict of interest affidavit that will include a list of the names of all local City Council members, CATF members and local government employees associated with decision making related to this program. The conflict of interest affidavit in addition will request if the applicant is related to any local government employees in general.

The City Council members, CATF members and local government employees involved with decision making related to this program will receive list of names of all eligible applicants to determine if a possible conflict of interest exists.

The name of all eligible homeowners will be read aloud at a CATF meeting and City Council meeting and all Board members shall publicly acknowledge any relationship that could be a possible conflict of interest. Acknowledgment shall include the applicants name and how they are related.

If a potential conflict of interest is noted for any eligible applicant, it will be presented to the Department of Economic Opportunity and a determination or waiver will be obtained prior to the applicant receiving final approval.

A final list of all eligible applicants and their ranking will be presented to the CATF and the City Council for final consideration and will be noted in the meeting minutes for public review.

D. For all eligible persons or applicants with a potential conflict of interest to be eligible to participate in the program, the following steps must be taken:

1. The person(s) must declare on the application form/conflict of interest affidavit that a conflict of interest may exist.
2. The potential conflict will be presented publicly to the CATF and the task force must decide whether to recommend to the City Council whether or not to proceed with requesting a waiver on the applicant despite the conflict of interest.
3. The potential conflict will be presented at a public meeting to the City Council and the City Council must decide whether to proceed with requesting a waiver on the applicant despite the conflict of interest.

If the person with whom the conflict of interest exists is a voting member of the City Council or CATF, that person must declare a conflict of interest and not vote on the applicant.

5. The City Attorney shall prepare a written document stating in his or her opinion proceeding with the rehabilitation or replacement of the applicant's residence would not violate any state or local law.

A written request for waiver is sent by the City Council to DEO for review and approval.

7. If a waiver is obtained, the applicant would be placed on the potential client list with the other applicants for ranking as outlined herein.

E. Priority will be given to applicants in the following order:

Very low income households (30% of Area Median Income or less) will be given priority over low income households (30.01% to 50% of Area Median Income) and moderate income households (50.01% to 80% of Area Median Income).

Low income households (30.01% to 50.00% of Area Median Income) will be given priority over moderate income households (50.01 to 80% of Area Median Income).

3. Disabled and/or handicapped head of household.
4. Head of Household is over 62 years of age.
5. Households with large families (five or more).
6. Households with small families (four or less).

F. The geographic distribution of funds shall not be considered.

G. To select participants in the Rehabilitation - Permanent Relocation Activity, the following steps will be taken:

1. A display ad will be placed in one or more local newspapers of general circulation advising local residents of the availability of grant funds and establishing a convenient time and place for interested residents to obtain information and pick up application forms to allow them to be considered for inclusion in the program. Applications will be accepted by the City for a minimum of thirty (30) calendar days after the display ad is placed in the newspaper.

2. Once a list of applicants is obtained, the Housing Specialist shall perform initial inspections on the housing units to determine which of the following categories each housing unit fall into:

For conventionally built structures, and modular homes:

a. Minor rehabilitation – the cost to correct all existing code and HQS violations is estimated at thirty thousand dollars (\$30,000.00) or less.

b. Moderate rehabilitation – the cost to correct all existing code and HQS violations is estimated between thirty thousand and one dollars (\$30,001.00) and forty-five thousand dollars (\$45,000.00).

c. Major rehabilitation – the cost to correct all existing code and HQS violations is estimated between forty-five thousand and one dollars (\$45,001.00) and eighty thousand dollars (\$80,000.00).

d. Replacement housing – the cost to correct all existing code violations is estimated to exceed eighty thousand dollars (\$80,000.00) or, the cost to correct all existing code and HQS violations exceeds fifty percent (50%) of the local Property Appraiser's appraised value of the property and based upon the local Building Departments direction the dwelling must be brought up to the current building code, or the housing unit is deemed structurally unsound and not feasible for rehabilitation.

For single-wide mobile homes built after 1996:

a. Minor rehabilitation – the cost of correcting all existing code and HQS violations is estimated not to exceed ten thousand dollars (\$10,000.00)

b. Moderate rehabilitation – the cost to correct all existing code and HQS violations is estimated between ten thousand and one dollars (\$10,001.00) and fifteen thousand dollars (\$15,000.00).

c. Major rehabilitation – the cost to correct all existing code and HQS violations is estimated between fifteen thousand and one dollars (\$15,001.00) and twenty thousand dollars (\$20,000.00)

d. Replacement housing – the cost to correct all existing code violations exceeds twenty thousand dollars (\$20,000.00) or, the single-wide mobile home is deemed structurally unsound and not feasible for rehabilitation.

For double-wide mobile homes built after 1996:

a. Minor rehabilitation – the cost to correct all existing code and HQS violations is estimated not to exceed ten thousand dollars (\$10,000.00).

b. Moderate rehabilitation – the cost to correct all existing code and HQS violations is estimated between ten thousand and one dollars (\$10,001.00) and twenty thousand dollars (\$20,000.00).

c. Major rehabilitation – the cost to correct all existing code and HQS violations is estimated between twenty thousand and one dollars (\$20,001.00) and twenty-five thousand dollars (\$25,000.00).

d. Replacement housing – the cost to correct all existing code and HQS violations exceeds twenty-five thousand dollars (\$25,000.00), or the double-wide mobile home is deemed structurally unsound and not feasible for rehabilitation.

3. Applications containing information on the property owner and other household occupant shall then be processed by the CDBG Housing Specialist for all potential program participants. If the list of applicants exceeds the number of available units to be addressed in the Community Development Block Grant program, the applicant ranking order shall be recommended by the Housing Specialist utilizing the criteria in Section IV (E) & (G) of these Guidelines.

H. If changes in circumstances occur which are beyond the control of the City to cause beneficiaries or structures to no longer be eligible, the Housing Specialist may pick alternates and recommend them to the governing body to replace those selected under Section IV (E) & (G). In all cases, it is understood the financial limitations associated with a Community Development Block Grant Housing program specifically addressing the number of units required to be completed under the activity and program contract shall be an overriding factor in determining which units shall ultimately be addressed.

V. ADMINISTRATIVE PROCEDURES FOR REHABILITATION/REPLACEMENT

A. The Housing Specialist will make initial contact with local city residents, to explain the program, and provide a copy of the program guidelines. Initial outreach shall be conducted via an advertised program orientation.

B. The Housing Specialist will take the information, in the form of a program application, necessary to begin the application process including household size, name of the property owner, ages of residents, and income, along with other additional information as may be required. The representative will verify all information including, but not limited to, the following:

1. assets/liabilities
2. mortgage
3. taxes
4. title search (O & E Report) – obtained from a licensed abstract company
5. household income
6. lot size
7. zoning

C. The Housing Specialist will provide their recommendation to the designated City Staff for their review. The Housing Specialist will include the following items and any other information that may be necessary along with their recommendation:

1. Assigned case number
2. Name and address of applicant
3. Estimated cost of rehabilitation
4. Description of rehabilitation work
5. Source of household income
6. Size and description of household
7. Property title information
8. Legal description of property

D. The Housing Specialist will review the aforementioned applicant data with City Staff and submit their recommendations to the City. If an applicant feels that his/her case has been rejected by the City's CDBG Staff, including the consultant for unjust reasons, the applicant may request that his/her case be submitted to the City Council for review. Any appeal must be received in writing (letter or email) from the applicant within 15 calendar days from the date the applicant is notified of their eligibility status.

The Housing Specialist will provide the City with the client's application data file.

E. Approval: In receiving the recommendation for approval from the Housing Specialist, the City will receive the following information:

1. Assigned case number
2. Name and address of applicant
3. Cost of rehabilitation
4. Size and description of household
5. Amount of the Deferred Payment Loan (DPL)
6. Legal description of property

7. Date the City Housing Specialist recommended the application
8. Additional information requested by the City Council

F. The City will, after review of the information, approve or deny the application and sign the appropriate documents.

VI. REHABILITATION GUIDELINES EXTENT OF REHABILITATION

A. In order for the program to commit funds to the rehabilitation of a unit, the following must be met:

1. The units eligible for rehabilitation must have all local housing code and/or Section 8 Housing Quality Standards (HQS) violations corrected.
2. The following “green” elements will be implemented with CDBG funds for all Housing units addressed under the program:

Refrigerators that are replaced or installed shall be Energy Star rated. Gas water heaters that are replaced or installed shall be Energy Star rated.

All exterior doors and windows that are replaced or installed shall be Energy Star rated.

All lighting fixtures and ceiling fans that are replaced or installed shall be Energy Star rated.

All homes being rehabilitated with CDBG funds will receive at minimum the following Supplemental “Green Standards – Weatherization” items:

The installation of attic insulation with a factor of R-30 or greater.

Housing units containing first floor wood or metal floor framing will receive floor joist insulation if sufficient access is available within the crawl space for installation of the materials.

The installation of new weather stripping around all attic access panels and existing doors leading to unconditioned areas.

All exterior walls shall be properly sealed including cracks around windows, exterior faucets, plumbing, electrical boxes, settlement cracks and open joints.

All HVAC replacement units and new installations shall be Energy Star rated and have a minimum SEER rating of 14.

The installation of new thresholds and door sweeps on all doors leading to unconditioned areas.

4. The following components may be rehabilitated, replaced, or added as a part of the CDBG Housing program:

- a. Structural system
- b. Electrical system

- c. Plumbing system
- d. Heating system
- e. Windows
- f. Insulation
- g. Kitchen cabinets
- h. Stove and refrigerator
- i. Roofing system
- j. Extra bedrooms (if required due to family size)
- k. Handicap accessibility/ADA requirements
- l. Weatherization elements
- m. Green elements

VII. SIZE OF UNITS

For owner-occupied structures: the final size of the housing unit will depend upon the size and condition of the existing structure and the size and makeup of the household. Those household members who are not the head of household or spouse and are over 18 years of age but under the age of 62 must provide documentation or written affidavit that they have occupied the residence for a minimum of 6 months prior to the submittal of an application for CDBG housing rehabilitation assistance to be counted as eligible for a bedroom unless they have been certified as mentally or physically handicapped. Proof of disability will be required from an appropriate physician.

VIII. CONDITION OF REHABILITATION ASSISTANCE

Maximum amount: The maximum amount of funds available for the rehabilitation of an individual housing unit will be the amount required to eliminate all code violations giving consideration to the average amount per structure in the application. This amount must conform with the extent of rehabilitation section and shall be brought to the City Council for final approval. However, no rehabilitation shall exceed the amount of \$80,000 of CDBG funds unless specifically approved by the Housing Specialist and City Council as exceeding the limits set out herein.

B. Community Development funds are to be provided for the benefit of the owner(s) of the residential housing units to rehabilitate their homes. Prior to beginning work on the property, the owner(s) will be required to sign a mortgage and promissory note in an amount equal to the cost of the work. This is called a Deferred Payment Loan (DPL) and shall be forgiven in 10 years. If the property is sold within that 10-year period, the owners will be required to repay any unforgiven portion of that note. However, if the owner dies within the 10-year period, the City Council may forgive the remaining portion of the note. The City Council shall also retain the option to forgive the note in case of hardship.

C. The purchase of Comprehensive Homeowner's Insurance on the property will be required prior to the participant moving back into the residence. Comprehensive Homeowner's insurance must include fire, casualty and liability coverage. If the property is located in a designated flood zone, flood insurance for the property must also be obtained. All property insurance must be maintained until the Deferred Payment loan is satisfied. Homeowners who do not have homeowner's insurance in place at the time of application, may apply to the City for a waiver. To be eligible for the waiver the property owner will need to submit a request in writing to the City. The request should outline the basis of why the expense would create a financial hardship. The waiver will not be unreasonably withheld by the City.

IX. ELIGIBILITY CRITERIA FOR REPLACEMENT/RELOCATION

A. For a unit to be eligible, the following criteria must be met:

The estimated cost of rehabilitating the housing unit must exceed one or both of the following: \$80,000 to correct all code and HQS violations and/or fifty percent (50%) of the local Property Appraiser's assessed value of the property. The cost of Lead Based paint inspection and abatement shall be included in calculating the rehabilitation cost.

X. REPLACEMENT HOME CRITERIA

A. Once a participant has been deemed eligible for a Replacement Home, he/she may have a conventionally site-built home placed on the property where the house is currently located.

The construction of the new dwelling unit must meet all local building and zoning code requirements.

The Housing Specialist will develop bid specifications that meet program requirements included a recommended floor plan.

XI. SIZE OF UNITS

A. The size of each housing unit shall be determined based upon local zoning requirements and information provided by the permanent residents living in the existing housing unit based upon the following criteria:

No more than two (2) persons of the same sex may occupy the same bedroom.

Two (2) persons of the opposite sex may not occupy the same bedroom (excluding husband and wife or couples).

Only the husband, wife, dependent children (including those who are mentally and/or physically handicapped of any age), adults over the age of 18 with documentation that they are handicapped or have resided in the residence for a minimum of 6 months prior to the owner submitting an application for assistance, documented full time caregivers, family members 62 years of age or older and currently residing in the household will be counted in calculating family size and the minimum number of bedrooms and square footage allowance.

XII. REPLACEMENT HOME ALLOWANCE

A. A displaced family will be eligible for the following replacement housing payment allowance:

Number of Bedrooms	Payment	Est. Square Footage
2 bedrooms	\$100,000	1,000
3 bedrooms	\$115,000	1,000
4 or more bedrooms	\$130,000	1,150

Replacement home amounts may be increased based upon local deed restrictions, zoning requirements and bids received. The deed restricted or zoning requirement minimum square footages will be utilized if it exceeds the noted above square footage amount. New Home costs (excluding asbestos abatement cost, demolition cost and required change orders) shall not exceed the specified replacement home allowance unless specifically approved by the Housing Specialist and City Council as exceeding the limits set out herein.

XIII. CONSTRUCTION IN A FLOOD PLAIN

The finished floor elevation of any housing unit located within a flood zone addressed with CDBG funds as part of the City of New Port Richey CDBG Housing program must be at a minimum two foot (2') above the established flood elevation for the property and must meet all local codes related to building or rehabilitating a home in a flood zone.

XV. TEMPORARY RELOCATION ALLOWANCES

Temporary Relocation assistance will only be provided to families who are required to vacate the rehabilitated residence to facilitate the rehabilitation or replacement.

It is the homeowner's responsibility to find alternate housing for all occupants of the residence during the construction phase of the project. This procedure will take place, if required, as follows:

The City, at the direction of the Housing Specialist, will provide to the head of household moving expenses totaling two thousand dollars (\$2,000.00). One-thousand dollars (\$1,000.00) will be provided to the head of household when the household "moves out" of the existing dwellings to the provided onsite storage or central storage unit location, and One-thousand dollars (\$1,000.00) will be provided to the head of household when the household "moves back-in" to the housing unit that has been rehabilitated or replaced.

The head of household will certify they accept full responsibility for their belongings, the moving of their belongings and any storage trailer or unit that was procured and utilized.

Where an on-site storage trailer or storage unit is needed, it shall be written into the final project scope of work. The head of household will be responsible for moving the furniture out of the existing dwelling into the storage unit; and moving their belongings from the storage unit back to the housing unit after the housing unit has been rehabilitated or replaced. In addition, the head of household will supply their own lock for the storage unit and shall remove all items from the storage unit and sweep out the storage unit at the conclusion of use.

It is the option and responsibility of the homeowner at their expense to obtain insurance on their personal items while in storage.

Neither the City nor the Housing Specialist will be responsible for any items lost, stolen, or damaged during the temporary relocation process. The applicants shall be encouraged to make satisfactory arrangements to secure family valuables.

XVI. CONDITION OF REHABILITATION/REPLACEMENT ASSISTANCE

A. Maximum amount: The maximum amount of funds available for the replacement of a specific property will be the amount specified in Section XII of the Housing Assistance Plan, giving consideration to the average amount per structure in the application. This amount must be in compliance with the extent of rehabilitation section of the Housing Assistance Plan and shall be brought to the City Council for final approval. However, the cost of a replacement structure shall not exceed the amount specified in Section XII of the Housing Assistance Plan unless specifically recommended by the City Housing Specialist and approved by the City Council.

B. Community Development funds are to be provided to or for the benefit of the owner(s) of the residence to rehabilitate/replace their home. Prior to beginning work on the property, the owner(s) will be required to sign a mortgage and promissory note in an amount equal to the cost of the work. This is called a Deferred Payment Loan (DPL) and shall be forgiven in 10 years. If the property is sold within that 10-year period, the owners will be required to repay any unforgiven portion of that note. However, if the owner dies within the 10-year period, the City will forgive the remaining portion of the note. The City Council shall also retain the option to forgive the note in case of hardship.

C. The purchase of Comprehensive Home Owners Insurance and Flood Insurance, if the property is located in a designated flood zone, will be required prior to the conclusion of home rehabilitation and/or participant moving back into the residence. Comprehensive Home Owner's Insurance and Flood Insurance, if required, shall be maintained on the property, by the property owner, until the Deferred Payment Loan is satisfied.

XVII. LEVERAGING CDBG FUNDS WITH OTHER FUNDS

Where feasible the program will combine the following funds sources:

Weatherization funds

SHIP funds

Available local funding designated for housing rehabilitation, hardening, or beautification.

XVIII. OPERATIONAL PROCEDURES FOR THE REHABILITATION/REPLACEMENT PROGRAM

After verification of the participant's eligibility, the property will be inspected by both the Housing Specialist and the homeowner. Upon completion of the inspection, a rehabilitation work write-up or demolition/replacement bid specifications will be completed.

Before the work is advertised for bid (usually at the conclusion of the home inspection), the Housing Specialist and the participants will review all the information associated with the rehabilitation or replacement of their dwelling unit, to ensure the participant has a full understanding of the program and wants to participate.

The final scope of work documents will be provided to homeowners prior to but no later than the pre-bid meeting date and are then dated and signed by the homeowner(s) to demonstrate acceptance of the scope of work.

The work is then advertised for bid. Bidding is limited to pre-qualified contractors licensed by the State of Florida, Department of Business and Professional Regulation and who have pre-qualified in an opened, advertised prequalification process. Bidding of potential CDBG units is conducted by the HRS in conjunction with the City Procurement/Purchasing Department.

A notice is sent via email, fax or U.S. Mail to each pre-approved eligible bidder to inform them of the job. Bidding notices will be posted at applicable governmental websites and bulletin boards to the maximum practical extent. Advertising for individual jobs will be conducted as necessary but will not exempt contractors from the requirement that they must be pre-qualified.

Notification to Bidders (NTB): The HRS or assigned Housing Staff will notify previous program approved Contractors of the availability of rehabilitation projects and establish a date for the pre-bid conference and bid submission deadline. Bids are opened in the public at the designated time and bid tabulation is prepared.

Pre-Construction Meeting: An onsite meeting will be arranged between the homeowner, the approved Contractors and the HRS to review the scope of work and site considerations. This meeting will also serve to allow for Contractor and homeowner introductions and questions. Any questions that arise from the onsite meeting must be submitted in writing to the HRS who is required to answer the question in writing and submit it to all approved present Contractors. Questions may not be answered less than seventy-two (72) hours prior to the established bid submission date. Each contractor MUST attend this pre-bid conference. Failure to do so will result in automatic rejection of his/her bid(s) for the unit(s).

Contractors must be licensed by the State of Florida, Department of Business and Professional regulations and must either be State Certified, or state Registered and meet all local building department requirements. The contractor must be properly licensed to obtain a permit from the local building department to either construct a new residence or rehabilitate an existing residence.

The HRS will make maximum effort to ensure participation by minority and/or Section 3 owned contracting firms.

No housing unit owner, occupant, or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

All pre-qualified bidders will be notified of pertinent bid activity dates, including the bid submission date/time/location.

Bid Submission and Award Recommendations: Bids will be submitted on the date and time established in the Notification to Bidders advertisement and awarded in compliance with the HAP requirements and the terms set forth in the NTB advertisements. Sealed bids will be opened at a public bid opening. The HRS will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15 %) of the cost estimate. Bidding

procedures will adhere to City purchasing policy. Bids below the fifteen percent (15%) threshold will be reviewed and are not automatically disqualified.

A minus ten percent (10%) contingency will be assessed for all Section 3 and/or W/MBE firms at the bid opening to provide incentive, opportunity and encourage the participation of such established business types in accordance with HUD requirements. All bid awards will be made available to the participating Contractors and homeowners.

The City reserves the right to reject any and all bids and to award in the best interest of the Applicant and the Program. The Applicant must approve the bid award prior to signing contracts.

No contractor will be allowed to have more than three (3) jobs per bid round, with a maximum award of Five (5) jobs under construction at one time without consent of the HRS unless:

The anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or

The contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the City Commission if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

Should the bid be higher than the acceptable range, the homeowner shall accept a reduced scope of work and/or the residence will be re-bid with a reduced scope of work.

The contract will be awarded to the lowest acceptable bidder.

The successful contractor will have 72 hours from the date of notification to produce all necessary licenses and insurances. Should the contractor fail to perform in accordance with the bid or be unable to produce the necessary licenses and insurances, the City Council will, at its discretion, award the contract to the next lowest bidder or have the work re-bid.

Contracts: Preparation of Contract Documents: The HRS or approved staff prepares Applicant homeowner/City and Applicant homeowner/contractor agreements and sets a time to meet with the Applicant homeowner and contractor to execute the documents and mark the start of construction.

These agreements at a minimum should consist of the following:

Voluntary Participation and Final SOW Approval.

Final Income Certification and Affidavit.

Truth in Lending Statement.

Program Mortgage/DPL and Note.

Rehabilitation Agreement/Rehabilitation Contract.

Notice to Proceed.

Notice of Commencement.

Color/Style Selection Sheet.

Temporary Relocation Statement (where applicable).

Three (3) Day Recession Notification.

When the contract has been successfully awarded, the contract/DPL executed, NTP issued, and the three day rescission has expired, in some cases, the participant may be required to temporarily relocate out of their residence.

As applicable the participant will move and store their belongings. (See Temporary Relocation Guidelines for details.)

The house is then rehabilitated in accordance with the rehabilitation standard specifications, the Florida Building Code, and the work write-up. At each draw request, a partial waiver, final waiver, or release of liens is required prior to payment.

The Housing Specialist in cooperation with the local building department will inspect the residence at various times during the project, particularly at the time of each draw request.

The Housing Specialist does not have the authority to supersede any local building inspector or building department findings but may require stricter compliance in some areas. As a rule, the most stringent requirement will prevail.

Upon completion of the project, the local building inspector will issue a Certificate of Occupancy or similar document verifying that the housing unit meets applicable local codes. The contractor is required to submit to the Housing Specialist a request for final payment including the following information:

- (1) a waiver or release of liens from the prime contractor
- (2) a waiver or release of liens from all material suppliers, subcontractors, persons, or organizations that may have supplied material or labor to carry out the job or have an investment in the job as a result of the work performed
- (3) a statement from the contractor that all items in the initial work write-up as modified through the approved change order(s) has been completed.

The applicant inspects the work and is requested to sign a work acceptance statement. The work acceptance statement shall include language that the work write-up has been completed based upon the work write-up and approved change orders. Should all requirements be fulfilled and the homeowner or their representative refuse to acknowledge completion of the work, the housing unit case file shall contain a statement detailing the stated reason for said refusal.

Copies of the applicant's work acceptance or detailed explanation for refusal of the acceptance shall be included in the administrative closeout package submitted to the state at the conclusion of the project.

Note: In the event of any disputes between the participants and the contractor concerning the completion of the rehabilitation work, the Housing Specialist shall work with both parties in an attempt to negotiate a satisfactory solution. If a solution cannot be arrived at, the "Termination of Owner" section of the construction contract shall be invoked.

The Housing Specialist shall indicate in writing (via the final executed certificate of inspection) that the completed housing unit meets the applicable local code and Section 8 Housing Quality Standards.

The participant is given notice to move back to their residence.

The Housing Specialist will conduct a sixty (60) day follow-up or inspection of the residence to ensure that all improvements are still in good working order.

XIX. PARTICIPANT NOTIFICATION PROCEDURES

When a previously approved housing unit is deleted by the Housing Specialist or the City from the list of proposed homes for rehabilitation or replacement, the City shall notify the owner of said housing unit by certified mail that their unit is being deleted and the specific reason for this deletion.

XX. COMPLAINT PROCEDURES

A. Complaints concerning the Community Development Block Grant Program shall be submitted in writing and addressed to the City Program Administrator, 63 Ridge Road, Port Richey, FL 34668. The City Program Administrator will have fifteen (15) business days to respond. Additional information is available in the Grievance Procedure for the City's CDBG Grant program.

XXI. PERMANENT RELOCATION

With the exception of the demolition/relocation program, where the owner of a dilapidated structure received a payment for a replacement structure and the existing structure is removed, no existing housing units that have the potential to be occupied by low and moderate income households will be demolished or converted to non-low moderate income housing as a part of this project.

XXII. LOCAL TRASH NUISANCE, ENVIRONMENTAL OR HEALTH CODE ORDINANCES

Prior to approval of any residential dwelling unit for final inclusion in the program all local trash, nuisance, environmental, or health code violations that will not be addressed as part of the Community Development Block Grant or CDBG programs must be eliminated.

XXIII. LEAD BASED PAINT POISONING

IN NO INSTANCE, SHALL LEAD BASED PAINT BE UTILIZED IN THE REHABILITATION OF A STRUCTURE. If a dwelling was constructed before 1978, there is a possibility it may contain lead-based paint. All properties built before 1978, not being replaced, will be tested for lead-based paint by a certified lead testing organization prior to bidding the rehabilitation of the dwelling. Where lead-based paint is found, removal and/or abatement procedures by a licensed lead abatement contractor will be included in the rehabilitation bid specifications for the housing unit based upon the lead-based paint inspection report and required abatement procedures. If the rehabilitation of the dwelling is found to be feasible after bidding out the work to be addressed, a clearance test will be performed by the licensed lead-based paint inspector prior to final acceptance of the rehabilitation. No owner will be approved for occupancy of any lead abated home rehabilitated with CDBG funds until a clearance has been obtained from the pre-approved lead inspector. The housing unit owner will be provided literature pertaining to lead-based paint poisoning and the dangers of lead by the Housing Specialist

XIV. HISTORICAL STRUCTURES

The Housing Specialist will utilize the local City Property Appraisers Records to determine the age of the home. Information on all structures being considered for inclusion in the CDBG Rehabilitation or Demolition Replacement Activities that are 50 yrs of age or older will be supplied to the Department of State, Division of Historical Resources for review and comment prior to approval by the City.

XV. SITE SPECIFIC ENVIRONMENTAL REVIEWS

A Site-Specific Environmental Review will be developed by the Housing Specialist for each property being considered for inclusion in the CDBG Housing Program. The Site-Specific Environmental Review shall be submitted to DEO for review and approved by DEO prior to the execution of the contract for the rehabilitation or replacement of the residence.

XVI. REHABILITATION RECORDS

Note: Housing rehabilitation documentation will be completed prior to grant ending date and submittal of closeout. The following data will be provided by housing unit and summarized by activity as part of the administrative closeout for each activity providing direct benefit:

- a. Address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit.
- b. If the housing unit has a female head of household, the number of handicap people occupying the household, the number of elderly people occupying the household and the household income status - VLI, LI or LMI
- c. The number of occupants in the household, categorized by sex
- d. The racial demographics of the household by number (White, Black, Hispanic, Asian/Pacific Islander, or American Indian/Alaskan Native).
- e. If the head of Household is Hispanic.

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CITY OF NEW PORT RICHEY HOUSING ASSISTANCE PLAN REHABILITATION/REPLACEMENT/RELOCATION GUIDELINES AND GENERAL INFORMATION FOR PARTICIPANTS FFY 2019 CDBG PROGRAM

I. GENERAL

This repository of information is to advise potential participants of the guidelines by which the City will operate its Community Development Block Grant (CDBG) program. These guidelines have been established to give a program overview and procedures to ensure compliance with the requirements established by the Florida Department of Economic Opportunity (DEO) and Federal Department of Housing and Urban Development (HUD). The information contained herein is subject to change upon action of DEO, HUD, or the City Council.

It is illegal to discriminate on the basis of an individual's **RACE, CREED, COLOR, SEX, RELIGION, ETHNICITY, HANDICAP, AGE, NATIONAL ORIGIN, OR FAMILY STATUS**. Individuals in the City are also protected by the State's Fair Housing Act, Sections 760.20, 760.22, 760.23, and any amendments thereto.

The City Council has established a Citizen's Advisory Task Force (CATF) to serve as an oversight committee for the City's CDBG program. This committee will meet as needed to ensure that the program is operating in accordance with all Local, State, and Federal requirements.

In order to qualify for the CDBG Housing program, the applicant must currently be the owner of the housing unit and occupy the housing unit proposed for rehabilitation or replacement as their primary residence.

The owner of the housing unit will be asked to give personal and financial information about themselves and their household to a representative of the City or the Housing Specialist in order to begin the application process. This information will be recorded and become a part of the applicant's file. The information provided must be accurate and true. The Housing Specialist, upon advice from the Citizen's Advisory Task Force, will use the information to ascertain if the applicant is eligible to participate in the CDBG Housing program.

The home of each applicant who qualifies for the CDBG housing program will be inspected by the Housing Specialist to determine the extent of rehabilitation that will be required to bring the residence within program guidelines. The applicant or their representative must be present while their home is being inspected and will be requested to provide input concerning their housing needs. The Housing Specialist will meet with a representative of the local Building Department to ensure the local building code and housing code requirements related to addressing each structure will be met. The Housing Specialist will develop an inspection report based on the housing needs and estimate the costs necessary to bring each of the housing units up to the required minimum property standards. Additional bedroom space can only be provided as needed to ensure those household members in permanent residence do not share a bedroom with a member of the opposite sex, except couples or husband and wife in addition no more than two individuals of the same sex can occupy the same bedroom. The construction work on a dwelling will be completed

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by a state registered or certified contractor, under no circumstances may the contractor or his/her subcontractors be the owner of the residence, a relative of the owner of the residence or an occupant of the residence that is to be rehabilitated. Neither shall any of the aforementioned be paid for their own labor with CDBG funds for the rehabilitation of said residence.

The owner(s) of the residence will be required to sign certain documents before the construction process begins. These documents will outline the work to be performed on their property, ~~and give an estimate of the cost to address the improvements needed on the property.~~ Construction will cause a certain amount of debris; however, every effort will be made by the contractor to leave the work site in a clean and orderly fashion. Work on the foundation and exterior of the dwelling may cause damage to shrubs and lawn ornaments around the dwelling. If possible, the owner of the property shall have all of these items moved prior to the time work is to begin. Although the contractor will be as careful as possible to protect the trees, shrubs and bushes located on the property, neither the City, Housing Specialist, nor the contractor will be responsible for any damage done to the trees, shrubs and bushes located on the property during the course of the construction, demolition or renovation.

II. OBJECTS OF PROGRAM

- A. To provide a Deferred Payment Loan (DPL) to very low income (up to 30% of Area Median Income), low income (up to 50% of Area Median Income) and low/moderate income (Up to 80% of Area Median Income) participants whose homes are in need of repair or replacement. Each housing unit considered for inclusion in the CDBG Housing program must contain a violation pertaining to building code or HUD Section 8 Housing standards. (DPL is explained further in the financing section). The purpose is to bring the residence up to Section 8 Minimum Property Standards and/or the standards set forth in the Florida ~~Building~~Housing Code or other ordinances (including CRA requirements) currently adopted by the City.
- B. To improve the conditions of housing while maintaining housing costs at a level affordable to lower-income households; to provide a safe and sanitary dwelling.
- C. To reverse the physical deterioration of the community by providing a mechanism to allow for the rehabilitation of existing housing stock in a community.
- D. To eliminate slums and blight and provide a safer, more sanitary environment in which to live.

III. FINANCING

- A. The type of assistance which will be available to eligible applicants is known as a Deferred Payment Loan (DPL). A brief description of this program is presented below. Grants will not be utilized as a part of the CDBG Housing program.

Deferred Payment Loans: This type of loan will be available to eligible, approved homeowners. The DPL can be used in the owner-occupied rehabilitation program.

The DPL will be secured by a lien on the property. The DPL payments will be deferred for a period of 10 years. The DPL will depreciate at the rate of 10% per full year. The DPL will be forgiven at the end of the 10-year period. If the owner sells or rents the property or otherwise violates the terms of the mortgage at any time within the 10-year

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period, the remaining mortgage balance will be due and payable. This is done to assure that the applicant will occupy the residence and not sell or rent the property for 10 years after the rehabilitation of the dwelling has been completed.

IV. ELIGIBILITY

- A. Only those properties containing owner occupied conventionally built ~~structures~~ structures, modular homes or mobile homes located within the incorporated area of the City of ~~New~~ New Port Richey will be considered for participation in the CDBG Housing program. No rental properties will be addressed under this project. Mobile homes built before December 31, 1996 will only be considered for replacement under the CDBG program per the Department of Economic Opportunities.
- B. Household income must be within the Section 8 income limit guidelines as published by the State of Florida and/or HUD for the region.
- C. No member of the City Council, member of the CATF, employee of the City, or relatives of any of these as defined by HUD and Florida Statutes, shall be eligible for program ~~participation unless they are granted a waiver by the Department of Economic Opportunity.~~ The prohibition shall continue for one year after an individual's relationship with the City is terminated.

All applicants will receive a conflict of interest affidavit that will include a list of the names of all local City Council members, CATF members and local government employees associated with decision making related to this program. The conflict of interest affidavit in addition will request if the applicant is related to any local government employees in general.

The City Council members, CATF members and local government employees involved with decision making related to this program will receive list of names of all eligible applicants to determine if a possible conflict of interest exists.

The name of all eligible homeowners will be read aloud at a CATF meeting and City Council meeting and all Board members shall publicly acknowledge any relationship that could be a possible conflict of interest. Acknowledgment shall include the applicants name and how they are related.

If a potential conflict of interest is noted, for any eligible applicant, it will be presented to the Department of Economic Opportunity and a determination or waiver will be obtained prior to the applicant receiving final approval.

A final list of all eligible applicants and their ranking will be presented to the CATF and the City Council for final consideration and will be noted in the meeting minutes for public review.

- D. For all eligible persons or applicants with a potential conflict of interest to be eligible to participate in the program, the following steps must be taken:
 - 1. The person(s) must declare on the application form/conflict of interest affidavit that a conflict of interest may exist.

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2. The potential conflict will be presented publicly to the CATF and the task force must decide whether to recommend to the City Council whether or not to proceed with requesting a waiver on the applicant despite the conflict of interest.
 3. The potential conflict will be presented at a public meeting to the City Council and the City Council must decide whether to proceed with requesting a waiver on the applicant despite the conflict of interest.
 4. If the person with whom the conflict of interest exists is a voting member of the City Council or CATF, that person must declare a conflict of interest and not vote on the applicant.
 5. The City Attorney shall prepare a written document stating in his or her opinion proceeding with the rehabilitation or replacement of the applicant's residence would not violate any state or local law.
 6. A written request for waiver is sent by the City Council to DEO for review and approval.
 7. If a waiver is obtained, the applicant would be placed on the potential client list with the other applicants for ranking as outlined herein.
- E. Priority will be given to applicants in the following order:
1. Very low income households (30% of Area Median Income or less) will be given priority over low income households (30.01% to 50% of Area Median Income) and moderate income households (50.01% to 80% of Area Median Income).
 2. Low income households (30.01% to 50.00% of Area Median Income) will be given priority over moderate income households (50.01 to 80% of Area Median Income).
 3. Disabled and/or handicapped head of household.
 4. Head of Household is over 62 years of age.
 5. Households with large families (five or more).
 6. Households with small families (four or less).
- F. The geographic distribution of funds shall not be considered.
- G. To select participants in the Rehabilitation - Permanent Relocation Activity, the following steps will be taken:
1. A display ad will be placed in one or more local newspapers of general circulation advising local residents of the availability of grant funds and establishing a convenient time and place for interested residents to obtain information and pick up application forms to allow them to be considered for inclusion in the program. Applications will be accepted by the City for a minimum of ~~thirty-two~~ (30-42) calendar days after the display ad is placed in the newspaper.

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2. Once a list of applicants is obtained, the Housing Specialist shall perform initial inspections on the housing units to determine which of the following categories each housing unit fall into:

For conventionally built structures, and modular homes:

- a. Minor rehabilitation – the cost to correct all existing code and HQS violations is estimated at thirty thousand dollars (\$30,000.00) or less.
- b. Moderate rehabilitation – the cost to correct all existing code and HQS violations is estimated between thirty thousand and one dollars (\$30,001.00) and forty-five thousand dollars (\$45,000.00).
- c. Major rehabilitation – the cost to correct all existing code and HQS violations is estimated between forty-five thousand and one dollars (\$45,001.00) and ~~six~~eighty thousand dollars (~~\$860,000.00~~).
- d. Replacement housing – the cost to correct all existing code violations is estimated to exceed ~~six~~eighty thousand dollars (~~\$860,000.00~~) or, the cost to correct all existing code and HQS violations exceeds fifty percent (50%) of the local Property Appraiser’s appraised value of the property and based upon the local Building Departments direction the dwelling must be brought up to the current building code, or the housing unit is deemed structurally unsound and not feasible for rehabilitation.

For single-wide mobile homes built after 1996:

- a. Minor rehabilitation – the cost of correcting all existing code and HQS violations is estimated not to exceed ten thousand dollars (\$10,000.00)
- b. Moderate rehabilitation – the cost to correct all existing code and HQS violations is estimated between ten thousand and one dollars (\$10,001.00) and fifteen thousand dollars (\$15,000.00).
- c. Major rehabilitation – the cost to correct all existing code and HQS violations is estimated between fifteen thousand and one dollars (\$15,001.00) and twenty thousand dollars (\$20,000.00)
- d. Replacement housing – the cost to correct all existing code violations exceeds twenty ~~five~~ thousand dollars (~~\$205,000.00~~) or, the single-wide mobile home is deemed structurally unsound and not feasible for rehabilitation.

For double-wide mobile homes built after 1996:

- a. Minor rehabilitation – the cost to correct all existing code and HQS violations is estimated not to exceed ten thousand dollars (\$10,000.00).
- b. Moderate rehabilitation – the cost to correct all existing code and HQS violations is estimated between ten thousand and one dollars (\$10,001.00) and twenty thousand dollars (\$20,000.00).

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- c. Major rehabilitation – the cost to correct all existing code and HQS violations is estimated between twenty thousand and one dollars (\$20,001.00) and twenty-fivehirty thousand dollars (\$2530,000.00).
 - d. Replacement housing – the cost to correct all existing code and HQS violations exceeds twenty-fivehirty thousand dollars (\$2530,000.00), or the double-wide mobile home is deemed structurally unsound and not feasible for rehabilitation.
3. Applications containing information on the property owner and other household occupant shall then be processed by the CDBG Housing Specialist for all potential program participants. If the list of applicants exceeds the number of available units to be addressed in the Community Development Block Grant program, the applicant ranking order shall be recommended by the Housing Specialist utilizing the criteria in Section IV (E) & (G) of these Guidelines.
- H. If changes in circumstances occur which are beyond the control of the City to cause beneficiaries or structures to no longer be eligible, the Housing Specialist may pick alternates and recommend them to the governing body to replace those selected under Section IV (E) & (G). In all cases, it is understood the financial limitations associated with a Community Development Block Grant Housing program specifically addressing the number of units required to be completed under the activity and program contract shall be an overriding factor in determining which units shall ultimately be addressed.
- V. ADMINISTRATIVE PROCEDURES FOR REHABILITATION/REPLACEMENT**
- A. The Housing Specialist will make initial contact with ~~the local city~~ residents, to explain the program, and provide a copy of the program guidelines. Initial outreach shall be conducted via an advertised program orientation.
- B. The Housing Specialist will take the information, in the form of a program application, necessary to begin the application process including household size, name of the property owner, ages of residents, and income, along with other additional information as may be required. The representative will verify all information including, but not limited to, the following:
- 1. assets/liabilities
 - 2. mortgage
 - 3. taxes
 - 4. title search (O & E Report) – obtained from a licensed abstract company
 - 5. household income
 - 6. lot size
 - 7. zoning
- C. The Housing Specialist will provide their recommendation to the designated City Staff for their review. The Housing Specialist will include the following items and any other information that may be necessary along with their recommendation:
- 1. Assigned case number

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2. Name and address of applicant
3. Estimated cost of rehabilitation
4. Description of rehabilitation work
5. Source of household income
6. Size and description of household
7. Property title information
8. Legal description of property

- D. The Housing Specialist will review the aforementioned applicant data with City Staff and submit their recommendations to the City. If an applicant feels that his/her case has been rejected by the City’s CDBG Staff, including the consultant~~Coordinator~~ for unjust reasons, the applicant may request that his/her case be submitted to the City Council for review. Any appeal must be received in writing (letter or email) from the applicant within 15 calendar days from the date the applicant is notified of their eligibility status.

The Housing Specialist will provide the City with the client’s application data file.

- E. Approval: In receiving the recommendation for approval from the Housing Specialist, the City will receive the following information:
1. Assigned case number
 2. Name and address of applicant
 3. Cost of rehabilitation
 4. Size and description of household
 5. Amount of the Deferred Payment Loan (DPL)
 6. Legal description of property
 7. Date the City Housing Specialist recommended the application
 8. Additional information requested by the City Council
- F. The City will, after review of the information, approve or deny the application and sign the appropriate documents.

VI. REHABILITATION GUIDELINES EXTENT OF REHABILITATION

- A. In order for the program to commit funds to the rehabilitation of a unit, the following must be met:
1. The units eligible for rehabilitation must have all local housing code and/or Section 8 Housing Quality Standards (HQS) violations corrected.
 2. The following “green” elements will be implemented with CDBG funds for all Housing units addressed under the program:
 - a. Refrigerators that are replaced or installed shall be Energy Star rated. Gas water heaters that are replaced or installed shall be Energy Star rated.
 - b. All exterior doors and windows that are replaced or installed shall be Energy Star rated.

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- c. All lighting fixtures and ceiling fans that are replaced or installed shall be Energy Star rated.
- 3. All homes being rehabilitated with CDBG funds will receive at minimum the following Supplemental “Green Standards – Weatherization” items:
 - a. The installation of attic insulation with a factor of R-30 or greater.
 - b. Housing units containing first floor wood or metal floor framing will receive floor joist insulation if sufficient access is available within the crawl space for installation of the materials.
 - c. The installation of new weather stripping around all attic access panels and existing doors leading to unconditioned areas.
 - d. All exterior walls shall be properly sealed including cracks around windows, exterior faucets, plumbing, electrical boxes, settlement cracks and open joints.
 - e. All HVAC replacement units and new installations shall be Energy Star rated and have a minimum SEER rating of 14.
 - f. The installation of new thresholds and door sweeps on all doors leading to unconditioned areas.
- 4. The following components may be rehabilitated, replaced, or added as a part of the CDBG Housing program:
 - a. Structural system
 - b. Electrical system
 - c. Plumbing system
 - d. Heating system
 - e. Windows
 - f. Insulation
 - g. Kitchen cabinets
 - h. Stove and refrigerator
 - i. Roofing system
 - j. Extra bedrooms (if required due to family size)
 - k. Handicap accessibility/ADA requirements
 - l. Weatherization elements
 - m. Green elements

VII. SIZE OF UNITS

- A. For owner-occupied structures: the final size of the housing unit will depend upon the size and condition of the existing structure and the size and makeup of the household. Those household members who are not the head of household or spouse and are over 18 years of age but under the age of 62 must provide documentation or written affidavit that they have occupied the residence for a minimum of 6 months prior to the submittal of an application for CDBG housing rehabilitation assistance to

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be counted as eligible for a bedroom unless they have been certified as mentally or physically handicapped. Proof of disability will be required from an appropriate physician.

VIII. CONDITION OF REHABILITATION ASSISTANCE

- A. Maximum amount: The maximum amount of funds available for the rehabilitation of an individual housing unit will be the amount required to eliminate all code violations giving consideration to the average amount per structure in the application. This amount must conform with the extent of rehabilitation section and shall be brought to the City Council for final approval. However, no rehabilitation shall exceed the amount of ~~\$860,000~~ of CDBG funds unless specifically approved by the Housing Specialist and City Council as exceeding the limits set out herein.
- B. Community Development funds are to be provided for the benefit of the owner(s) of the residential housing units to rehabilitate their homes. Prior to beginning work on the property, the owner(s) will be required to sign a mortgage and promissory note in an amount equal to the cost of the work. This is called a Deferred Payment Loan (DPL) and shall be forgiven in 10 years. If the property is sold within that 10-year period, the owners will be required to repay any unforgiven portion of that note. However, if the owner dies within the 10-year period, the City Council may forgive the remaining portion of the note. The City Council shall also retain the option to forgive the note in case of hardship.
- C. ~~The purchase of Comprehensive Homeowner's Insurance on the property will be required prior to the participant moving back into the residence. Comprehensive Homeowner's insurance must include fire, casualty and liability coverage. If the property is located in a designated flood zone, flood insurance for the property must also be obtained. All property insurance must be maintained until the Deferred Payment loan is satisfied. The purchase of Comprehensive Homeowner's Insurance on the property will be required prior to the participant moving back into the residence. Comprehensive Homeowner's insurance must include fire, casualty and liability coverage. If the property is located in a designated flood zone, flood insurance for the property must also be obtained. All property insurance must be maintained until the Deferred Payment loan is satisfied. Homeowners who do not have homeowner's insurance in place at the time of application, may apply to the City for a waiver. To be eligible for the waiver the property owner will need to submit a request in writing to the City. The request should outline the basis of why the expense would create a financial hardship. The waiver will not be unreasonably withheld by the City~~

IX. ELIGIBILITY CRITERIA FOR REPLACEMENT/RELOCATION

- A. For a unit to be eligible, the following criteria must be met:

The estimated cost of rehabilitating the housing unit must exceed ~~exceed one or both of the following: \$80,000 to correct all code and HQS violations and/or~~ fifty percent (50%) of the local Property Appraiser's assessed value of the property. The cost of

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Lead Based paint inspection and abatement shall be included in calculating the rehabilitation cost.

X. REPLACEMENT HOME CRITERIA

A. Once a participant has been deemed eligible for a Replacement Home, he/she may have a conventionally site-built home placed on the property where the house is currently located.

1. The construction of the new dwelling unit must meet all local building and zoning code requirements.

~~2. Home Construction award process will begin as follows:~~

~~a. The Housing Specialist will place a legal notice in a local newspaper to solicit interested contractors to participate in the program. (Contractors must be Licensed by the State of Florida, Department of Business and Professional Regulations and meet all local building department requirements and be to be eligible to obtain a building permit for the construction of the dwelling as a contractor).~~

~~b. The homeowner will choose a home layout as provided by the Housing Specialist that meets the program requirements.~~

~~e.b. The Housing Specialist will develop bid specifications that meet program requirements for included a recommended the floor plan, that was selected by the client.~~

~~d. The pool of pre-approved contractors will attend a mandatory pre-bid meeting and receive a bid package.~~

~~e. Sealed bids will be accepted from contractors until the bid deadline date and time.~~

~~f. A public bid opening will be held and the amount of the bids received will be read aloud.~~

~~g. Bids will be reviewed for completeness by the Housing Specialist and a recommendation of award will be presented to the City Council.~~

~~The low bid, if within 15% above or below the Housing Specialists estimate, will then be presented to City staff for review and the Housing specialist's recommendations will then be submitted to the City Council for approval. The City Council reserves the right to approve the low bid outside the 15% margin from a qualified bidder if the City Council feels the bid price is justified.~~

~~h. The City Council makes award for construction to the selected contractor.~~

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XI. SIZE OF UNITS

A. The size of each housing unit shall be determined based upon local zoning requirements and information provided by the permanent residents living in the existing housing unit based upon the following criteria:

- No more than two (2) persons of the same sex may occupy the same bedroom.
- Two (2) persons of the opposite sex may not occupy the same bedroom (excluding husband and wife or couples).
- Only the husband, wife, dependent children (including those who are mentally and/or physically handicapped of any age), adults over the age of 18 with documentation that they are handicapped or have resided in the residence for a minimum of 6 months prior to the owner submitting an application for assistance, documented full time caregivers, family members 62 years of age or older and currently residing in the household will be counted in calculating family size and the minimum number of bedrooms and square footage allowance.

XII. REPLACEMENT HOME ALLOWANCE

A. A displaced family will be eligible for the following replacement housing payment allowance:

Number of Bedrooms	Payment	Est. Square Footage
2 bedrooms	\$100,000	1,000
3 bedrooms	\$115,000	1,000
4 or more bedrooms	\$130,000	1,150

Replacement home amounts may be increased based upon local deed restrictions, zoning requirements and bids received. The deed restricted or zoning requirement minimum square footages will be utilized if it exceeds the noted above square footage amount. New Home costs (excluding asbestos abatement cost, demolition cost and required change orders) shall not exceed the specified replacement home allowance unless specifically approved by the Housing Specialist and City Council as exceeding the limits set out herein.

XIII. CONSTRUCTION IN A FLOOD PLAIN

The finished floor elevation of any housing unit located within a flood zone addressed with CDBG funds as part of the City of New Port Richey CDBG Housing program must be at a minimum two foot (2') above the established flood elevation for the property and must meet all local codes related to building or rehabilitating a home in a flood zone.

~~XIV. MOVING EXPENSES~~

~~This procedure will take place, if required, as follows:~~

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The City, at the direction of the Housing Specialist, will provide to the head of household moving expenses totaling four hundred dollars (\$400.00). Two hundred dollars (\$200.00) will be provided to the head of household when the household moves their belongings from the existing dwellings to the provided onsite storage or central storage unit location, and two hundred dollars (\$200.00) will be provided to the head of household when the household moves their belongings from the on-site storage trailer or central storage unit location back to the housing unit that has been rehabilitated or replaced.

The head of household will certify they accept full responsibility for their belongings, the moving of their belongings and that the storage trailer or unit is fully empty and swept out at completion.

The City at the direction of the Housing Specialist will provide the head of household with an on-site storage trailer or storage unit (storage option will depend on size of lot and local regulations) for the belongings and furnishings in the dwelling. The head of household will be responsible for moving the furniture out of the existing dwelling into the storage unit; and moving their belongings from the storage unit back to the housing unit after the housing unit has been rehabilitated or replaced. In addition, the head of household will supply their own lock for the storage unit and shall remove all items from the storage unit and sweep out the storage unit prior to submitting for the moving expense for relocating into the rehabilitated or new housing unit. All of the items must be removed from the storage unit and the storage unit cleaned prior to the moving expense allowance for the second move being approved by the Housing Specialist.

It is the option and responsibility of the homeowner at their expense to obtain insurance on their personal items while in storage.

XV. TEMPORARY RELOCATION ALLOWANCES

Temporary Relocation assistance will only be provided to families who are required to vacate the rehabilitated residence to facilitate the rehabilitation or replacement.

It is the homeowner’s responsibility to find alternate housing for all occupants of the residence during the construction phase of the project. This procedure will take place, if required, as follows:

The City will offer monthly utility allowances of one hundred dollars (\$100.00) for families of one or two persons and monthly utility allowances of one hundred fifty dollars (\$150.00) for families with three or more members. These CDBG funds will be provided by the City to the participant to offset the increase in utilities of the friends, private homes, other family members, etc. that are supplying temporary housing. The participating family will be responsible for packing and unpacking all of their belongings.

The City, at the direction of the Housing Specialist, will provide to the head of household moving expenses totaling four hundred dollars (\$400.00). One thousand dollars (\$1,000.00) will be provided to the head of household when the household “moves out” of the existing dwellings to the provided onsite storage or central storage unit location, and One thousand dollars (\$1,000.00) will be provided to the head of household when the household “moves back-in” to the housing unit that has been rehabilitated or replaced.

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The head of household will certify they accept full responsibility for their belongings, the moving of their belongings and any storage trailer or unit that was procured and utilized.

Where an on-site storage trailer or storage unit is needed, it shall be written into the final project scope of work. The head of household will be responsible for moving the furniture out of the existing dwelling into the storage unit; and moving their belongings from the storage unit back to the housing unit after the housing unit has been rehabilitated or replaced. In addition, the head of household will supply their own lock for the storage unit and shall remove all items from the storage unit and sweep out the storage unit at the conclusion of use.

It is the option and responsibility of the homeowner at their expense to obtain insurance on their personal items while in storage.

Neither the City nor the Housing Specialist will be responsible for any items lost, stolen, or damaged during the temporary relocation process. The applicants shall be encouraged to make satisfactory arrangements to secure family valuables.

XVI. CONDITION OF REHABILITATION/REPLACEMENT ASSISTANCE

- A. Maximum amount: The maximum amount of funds available for the replacement of a specific property will be the amount specified in Section XII of the Housing Assistance Plan, giving consideration to the average amount per structure in the application. This amount must be in compliance with the extent of rehabilitation section of the Housing Assistance Plan and shall be brought to the City Council for final approval. However, the cost of a replacement structure shall not exceed the amount specified in Section XII of the Housing Assistance Plan unless specifically recommended by the City Housing Specialist and approved by the City Council.
- B. Community Development funds are to be provided to or for the benefit of the owner(s) of the residence to rehabilitate/replace their home. Prior to beginning work on the property, the owner(s) will be required to sign a mortgage and promissory note in an amount equal to the cost of the work. This is called a Deferred Payment Loan (DPL) and shall be forgiven in 10 years. If the property is sold within that 10-year period, the owners will be required to repay any unforgiven portion of that note. However, if the owner dies within the 10-year period, the City will forgive the remaining portion of the note. The City Council shall also retain the option to forgive the note in case of hardship.
- C. The purchase of Comprehensive Home Owners Insurance and Flood Insurance, if the property is located in a designated flood zone, will be required prior to the conclusion of home rehabilitation and/or participant moving back into the residence. Comprehensive Home Owner's Insurance and Flood Insurance, if required, shall be maintained on the property, by the property owner, until the Deferred Payment Loan is satisfied.

XVII. LEVERAGING CDBG FUNDS WITH OTHER FUNDS

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Where feasible the program will combine the following funds sources:

A. Weatherization funds

B. SHIP funds

~~B.C.~~ Available local funding designated for housing rehabilitation, hardening, or beautification.

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XVIII. OPERATIONAL PROCEDURES FOR THE REHABILITATION/REPLACEMENT PROGRAM

~~A.~~ The Housing Specialist will place a legal notice in a local newspaper to solicit interested contractors to participate in the program.

~~B.A.~~ After verification of the participant’s eligibility, the property will be inspected by both the Housing Specialist and the homeowner. Upon completion of the inspection, a rehabilitation work write-up or demolition/replacement bid specifications will be completed.

~~C.B.~~ Before the work is advertised for bid (usually at the conclusion of the home inspection), the Housing Specialist and the participants will ~~meet to~~ review all the information associated with the rehabilitation or replacement of their dwelling unit, to ensure the participant has a full understanding of the program and wants to participate.

~~D.C.~~ The final scope of work documents will be provided to homeowners prior to but no later than the pre-bid meeting date and are then dated and signed by the homeowner(s) to demonstrate acceptance of the scope of work.~~participants.~~

~~E.D.~~ The work is then advertised for bid. Bidding is limited to pre-qualified contractors licensed by the State of Florida, Department of Business and Professional Regulation and who have pre-qualified in an opened, advertised prequalification process. Bidding of potential CDBG units is conducted by the HRS in conjunction with the City Procurement/Purchasing Department.

A notice is sent via email, fax or U.S. Mail to each pre-approved eligible bidder to inform them of the job. Bidding notices will be posted at applicable governmental websites and bulletin boards to the maximum practical extent. Advertising for individual jobs will be conducted as necessary but will not exempt contractors from the requirement that they must be pre-qualified.

Notification to Bidders (NTB): The HRS or assigned Housing Staff will notify previous program approved Contractors of the availability of rehabilitation projects and establish a date for the pre-bid conference and bid submission deadline. Bids are opened in the public at the designated time and bid tabulation is prepared.

Pre-Construction Meeting: An onsite meeting will be arranged between the homeowner, the approved Contractors and the HRS to review the scope of work and site considerations. This meeting will also serve to allow for Contractor and homeowner introductions and questions. Any questions that arise from the onsite meeting must be

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submitted in writing to the HRS who is required to answer the question in writing and submit it to all approved present Contractors. Questions may not be answered less than seventy-two (72) hours prior to the established bid submission date. Each contractor MUST attend this pre-bid conference. Failure to do so will result in automatic rejection of his/her bid(s) for the unit(s).

- E. Contractors must be licensed by the State of Florida, Department of Business and Professional regulations and must either be State Certified, or state Registered and meet all local building department requirements. The contractor must be properly licensed to obtain a permit from the local building department to either construct a new residence or rehabilitate an existing residence.
- F. The HRS will make maximum effort to ensure participation by minority and/or Section 3 owned contracting firms.
- G. No housing unit owner, occupant, or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.
- H. All pre-qualified bidders will be notified of pertinent bid activity dates, including the bid submission date/time/location, solicitations.
- I. Bid Submission and Award Recommendations: Bids will be submitted on the date and time established in the Notification to Bidders advertisement and awarded in compliance with the HAP requirements and the terms set forth in the NTB advertisements. Sealed bids will be opened at a public bid opening. The HRS will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15 %) of the cost estimate. Bidding procedures will adhere to City purchasing policy. Bids below the fifteen percent (15%) threshold will be reviewed and are not automatically disqualified.

A minus ten percent (10%) contingency will be assessed for all Section 3 and/or W/MBE firms at the bid opening to provide incentive, opportunity and encourage the participation of such established business types in accordance with HUD requirements. All bid awards will be made available to the participating Contractors and homeowners.

The City reserves the right to reject any and all bids and to award in the best interest of the Applicant and the Program. The Applicant must approve the bid award prior to signing contracts.

No contractor will be allowed to have more than three (3) jobs per bid round, with a maximum award of Five (5) jobs under construction at one time without consent of the HRS unless:

 - a. The anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or
 - b. The contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

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This rule may be waived by the City Commission if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

The bids will then be received and tabulated. The low bid, if within 15% above or below the Housing Specialists estimate, will then be presented to City staff for review and the Housing specialists recommendations will then be submitted to the City Council for approval. The City Council reserves the right to approve the low bid outside the 15% margin from a qualified bidder if the City Council feels the bid price is justified.

J. Should the bid be higher than the acceptable range, the homeowner shall accept a reduced scope of work and/or the residence will be re-bid with a reduced scope of work.

K. The contract will be awarded to the lowest acceptable bidder.

L. The successful contractor will have 72 hours from the date of notification to produce all necessary licenses and insurances. Should the contractor fail to perform in accordance with the bid or be unable to produce the necessary licenses and insurances, the City Council will, at its discretion, award the contract to the next lowest bidder or have the work re-bid.

M. Contracts: Preparation of Contract Documents: The HRS or approved staff prepares Applicant homeowner/City and Applicant homeowner/contractor agreements and sets a time to meet with the Applicant homeowner and contractor to execute the documents and mark the start of construction. These agreements at a minimum should consist of the following:

- Voluntary Participation and Final SOW Approval.
- Final Income Certification and Affidavit.
- Truth in Lending Statement.
- Program Mortgage/DPL and Note.
- Rehabilitation Agreement/Rehabilitation Contract.
- Notice to Proceed.
- Notice of Commencement.
- Color/Style Selection Sheet.
- Temporary Relocation Statement (where applicable).
- Three (3) Day Recession Notification.

M.N. When the contract has been successfully awarded, the contract/DPL executed, NTP issued, and the three day recession has expired, in some cases, the participant may be required to temporarily relocate out of their residence.

N.O. As applicable the The participant will move and store their belongings. (See Temporary Relocation Guidelines for details.)

O.P. After the participant has vacated the dwelling unit, the contractor receives a Notice to Proceed (further information is contained in the construction contract and construction specifications) and the Notice of Commencement is recorded.

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P.Q. The house is then rehabilitated in accordance with the rehabilitation standard specifications, the Florida Building Code, and the work write-up. At each draw request, a partial waiver, final waiver, or release of liens is required prior to payment.

Q.R. The Housing Specialist in cooperation with the local building ~~official~~ department will inspect the residence at various times during the project, particularly at the time of each draw request.

R.S. The Housing Specialist does not have the authority to supersede ~~the any local~~ building inspector ~~or building department~~ findings but may require stricter compliance in some areas. As a rule, the most stringent requirement will prevail.

S.T. Upon completion of the project, the local building inspector will issue a Certificate of Occupancy or similar document verifying that the housing unit meets applicable local codes. The contractor is required to submit to the Housing Specialist a request for final payment including the following information:

- (1) a waiver or release of liens from the prime contractor
- (2) a waiver or release of liens from all material suppliers, subcontractors, persons, or organizations that may have supplied material or labor to carry out the job or have an investment in the job as a result of the work performed
- (3) a statement from the contractor that all items in the initial work write-up as modified through the approved change order(s) has been completed.

T.U. The applicant inspects the work and is requested to sign a work acceptance statement. The work acceptance statement shall include language that the work write-up has been completed based upon the work write-up and approved change orders. Should all requirements be fulfilled and the homeowner or their representative refuse to acknowledge completion of the work, the housing unit case file shall contain a statement detailing the stated reason for said refusal.

Copies of the applicant’s work acceptance or detailed explanation for refusal of the acceptance shall be included in the administrative closeout package submitted to the state at the conclusion of the project.

Note: In the event of any disputes between the participants and the contractor concerning the completion of the rehabilitation work, the Housing Specialist shall work with both parties in an attempt to negotiate a satisfactory solution. If a solution cannot be arrived at, ~~Section 27- the~~ “Termination of Owner” ~~section~~ of the construction contract shall be invoked.

U.V. The Housing Specialist shall indicate in writing (~~via the final executed certificate of inspection~~) that the completed housing unit meets the applicable local code and Section 8 Housing Quality Standards.

V.W. The participant is given notice to move back to their residence.

W.X. The Housing Specialist will conduct a sixty (60) day ~~follow-up or~~ inspection of the residence to ensure that all improvements are still in good working order.

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~~Note: Periodic inspections will be made by the Housing Specialist to ensure that the terms of the contract between the City and the participants are being maintained.~~

XIX. PARTICIPANT NOTIFICATION PROCEDURES

When a previously approved housing unit is deleted by the Housing Specialist or ~~the City Council~~ from the list of proposed homes for rehabilitation or replacement, the City shall notify the owner of said housing unit by certified mail that their unit is being deleted and the specific reason for this deletion.

XX. COMPLAINT PROCEDURES

A. Complaints concerning the Community Development Block Grant Program shall be submitted in writing and addressed to the City ~~Program Administrator~~ ~~Manager~~, 63 Ridge Road, Port Richey, FL 34668. The City ~~Program Administrator~~ ~~Manager~~ will have fifteen (15) ~~business~~ days to respond. Additional information is available in the Grievance Procedure for the City’s CDBG Grant program.

XXI. PERMANENT RELOCATION

With the exception of the demolition/relocation program, where the owner of a dilapidated structure received a payment for a replacement structure and the existing structure is removed, no existing housing units that have the potential to be occupied by low and moderate income households will be demolished or converted to non-low moderate income housing as a part of this project.

XXII. LOCAL TRASH NUISANCE, ENVIRONMENTAL OR HEALTH CODE ORDINANCES

Prior to approval of any residential dwelling unit for final inclusion in the program all local trash, nuisance, environmental, or health code violations that will not be addressed as part of the Community Development Block Grant or CDBG programs must be eliminated.

XXIII. LEAD BASED PAINT POISONING

IN NO INSTANCE, SHALL LEAD BASED PAINT BE UTILIZED IN THE REHABILITATION OF A STRUCTURE. If a dwelling was constructed before 1978, there is a possibility it may contain lead-based paint. All properties built before 1978, not being replaced, will be tested for lead-based paint by a certified lead testing organization prior to bidding the rehabilitation of the dwelling. Where lead-based paint is found, removal and/or abatement procedures by a licensed lead abatement contractor will be included in the rehabilitation bid specifications for the housing unit based upon the lead-based paint inspection report and required abatement procedures. If the rehabilitation of the dwelling is found to be feasible after bidding out the work to be addressed, a clearance test will be performed by the licensed lead-based paint inspector prior to final acceptance of the rehabilitation. No owner will be approved for occupancy of any lead abated home rehabilitated with CDBG funds until a clearance has been

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obtained from the pre-approved lead inspector. The housing unit owner will be provided literature pertaining to lead-based paint poisoning and the dangers of lead by the Housing Specialist

XIV. HISTORICAL STRUCTURES

The Housing Specialist will utilize the local City Property Appraisers Records to determine the age of the home. Information on all structures being considered for inclusion in the CDBG Rehabilitation or Demolition Replacement Activities that are 50 yrs of age or older will be supplied to the Department of State, Division of Historical Resources for review and comment prior to approval by the City.

XV. SITE SPECIFIC ENVIRONMENTAL REVIEWS

A Site-Specific Environmental Review will be developed by the Housing Specialist for each property being considered for inclusion in the CDBG Housing Program. The Site-Specific Environmental Review shall be submitted to DEO for review and approved by DEO prior to the execution of the contract for the rehabilitation or replacement of the residence.

XVI. REHABILITATION RECORDS

Note: Housing rehabilitation documentation will be completed prior to grant ending date and submittal of closeout. The following data will be provided by housing unit and summarized by activity as part of the administrative closeout for each activity providing direct benefit:

- a. Address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit.
- b. If the housing unit has a female head of household, the number of handicap people occupying the household, the number of elderly people occupying the household and the household income status -VLI, LI or LMI
- c. The number of occupants in the household, categorized by sex
- d. The racial demographics of the household by number (White, Black, Hispanic, Asian/Pacific Islander, or American Indian/Alaskan Native).
- e. If the head of Household is Hispanic.



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: 6/18/2024

RE: Parks and Recreation- Hometown Extravaganza Alcoholic Beverage Special Event Permit Request
(Walk-On Item)

REQUEST:

The request before the City Council is to review the application for an Alcoholic Beverage Special Event Permit that will allow for beer and wine to be sold by the New Port Richey Main Street organization at Sims Park during the City's annual fireworks celebration. The event will be held on Saturday, June 29, 2024, between the hours of 4:00 pm and 9:00 pm.

DISCUSSION:

The name of this year's Fourth of July Celebration is the Hometown Extravaganza. This year's family friendly event will include an expanded fireworks display, bounce houses, premiere musical entertainment, contests and prizes. Additionally, the Great Explorations Children's Museum will be offering their Planetarium Show which will be located in Peace Hall from 4:00 pm to 7:00 pm. Lastly, this year's event will serve as the City's Centennial Celebration Kick-Off. The hours of operation for the sale and consumption of beer and wine will be from 5:00 pm through 9:00 pm on Saturday, June 29, 2024.

The attachments for this agenda items will be provided prior to the event.

RECOMMENDATION:

At this time, the recommendation before the City Council is to approve the New Port Richey Main Street organization's Alcoholic Beverage Special Event Application for the Hometown Extravaganza event on Saturday, June 29, 2024.

BUDGET/FISCAL IMPACT:

No impact.

ATTACHMENTS:

Description

Type

No Attachments Available