



**CITY COUNCIL REGULAR MEETING**  
**CITY OF NEW PORT RICHEY**  
**NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS**  
**5919 MAIN STREET, NEW PORT RICHEY, FLORIDA**  
**November 19, 2024**  
**6:00 PM**

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

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**AGENDA**

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

**ORDER OF BUSINESS**

1. Call to Order – Roll Call
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of November 6, 2024 Regular Meeting Minutes Page 3
5. Presentation of Master Municipal Clerk Designation to City Clerk Judy Meyers
6. Swearing-In of New Police Officer Robert Drumm
7. Proclamation - Small Business Saturday Page 30
8. 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.

9. Consent Agenda

- a. Purchases/Payments for City Council Approval Page 31
- b. Budget Amendment Page 33

10. Public Reading of Ordinances

- a. Second Reading, Ordinance No. 2024-2305: Moratorium on Building Permits for Recently Annexed Town and Country Villas Property Page 47
- b. Second Reading, Ordinance No. 2024-2306: Small Scale Amendment of the Future Land Use Map of the City's Comprehensive Plan (5.29 Acres) Page 66
- c. Second Reading, Ordinance No. 2024-2307: Rezoning of 5.29 Acres of Property from Pasco County Mobile Home and C-2 to Highway Commercial Page 76
- d. Second Reading, Ordinance No. 2024-2308: Small Scale Amendment of the Future Land Use Map of the City's Comprehensive Plan (16 Acres) Page 85
- e. Second Reading, Ordinance No. 2024-2309: Rezoning of 16 Acres of Property from Pasco County Residential Mobile Home to R-4 Coastal Cottage Page 97
- f. Second Reading, Ordinance No. 2024-2310: Small Scale Amendment of the Future Land Use Map of the City's Comprehensive Plan (23.69 Acres) Page 108
- g. Second Reading, Ordinance No. 2024-2311: Rezoning of 23.69 Acres of Property from CR-3, Office (O), and Government (GOVT) to Planned Development District (PDD) Page 121
- h. First Reading, Ordinance No. 2024-2313: Vacation of Right-of-Way for High Street Page 188

11. Business Items

- a. Acceptance of Donation by the West Pasco Quilters Guild to the Parks and Recreation Department (Budget Amendment) Page 245
- b. Approval of 2023 Utility System Master Plan Update Page 251
- c. Approval of Engineering Services Task Order No. 5 RE: 2025 WWTP Oxidation Ditch & Filter Structure Repairs Page 333
- d. Sims Park Projector Screens Replacement Project Page 340
- e. Approval of Axon Enterprises Quote for "File on Q" Data Conversion Page 348
- f. Approval of Axon Enterprises Quote for Records Management Data Conversion Page 372
- g. Approval of Division of State Fire Marshal Grant Agreement Page 396

12. Communications

13. Adjournment

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



# NEW PORT RICHEY

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

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**TO:** City of New Port Richey City Council  
**FROM:** Judy Meyers, MMC, City Clerk  
**DATE:** 11/19/2024  
**RE:** Approval of November 6, 2024 Regular Meeting Minutes

**REQUEST:**

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

**DISCUSSION:**

City Council met for their regularly scheduled meeting on November 6, 2024. The minutes from that meeting are attached for Council's review and approval.

**RECOMMENDATION:**

Staff recommends that City Council approve the minutes from the November 6, 2024 regular meeting as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
▣ November 6, 2024 Regular Meeting Minutes	Backup Material



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

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

**November 6, 2024**  
**6:00 PM**

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**ORDER OF**  
**BUSINESS**

1. Call to Order – Roll Call

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

Also in attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Assistant Finance Director Heather Saienni, Assistant Fire Chief Adam Darling, Public Works Director Robert Rivera, Police Chief Bob Kochen, Library Director Andi Figart, Technology Solutions Director Leanne Mahadeo, Senior Planner Lisa Algieri and Human Resources Director Arnel Wetzel.

2. Pledge of Allegiance

3. Moment of Silence

4. Approval of October 7, 2024 and October 14, 2024 Special Meeting Minutes

Motion was made to approve the minutes as presented.

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

5. Approval of October 15, 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

6. Approval of October 21, 2024, October 28, 2024 and November 4, 2024 Special Meeting Minutes

Motion was made to approve the minutes as presented.

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

7 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:

- Beva Stevenson Karay, 5719 Lafayette St., NPR spoke regarding the City's Centennial Celebration. She thanked all of the Steering Committee members, sub-committee members, city staff and volunteers for all of their hard work on the event. She also spoke about the dedication of the new GHS High School and GHS 1922.

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

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

8 Consent Agenda

Motion was made to accept the Consent Agenda.

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

- a Cultural Affairs Committee Minutes - August and September, 2024
- b Purchases/Payments for City Council Approval
- c Budget Amendment

9 Public Reading of Ordinances

- a First Reading, Ordinance No. 2024-2305: Moratorium on Building Permits for Recently Annexed Property

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a first reading of an ordinance which would enact a 180-day moratorium on building permits for the recently annexed property. The property was annexed into the City on October 1, 2024. The purpose of the moratorium is to allow staff to have sufficient time to prepare the required land use amendment and rezoning as well as submit it to the State for review, it is necessary to place a moratorium on the issuance of building permits for new construction in the subject area for a period of 180 days. It should be noted that the moratorium will not prevent property owners from obtaining permits for necessary maintenance and repairs. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its first reading.

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

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

City Attorney Driscoll read the proposed ordinance by title only. He stated the legal description was not available due to the recent storms and will be presented during second reading. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a first reading of an ordinance to amend the Future Land Use Map for 5.29 acres of property located at the northwest corner of US Highway 19 and Gulf Drive, and along Leisure Lane that was recently annexed into the City through an Interlocal Agreement with Pasco County. She then introduced Senior Planner Lisa Algiere who then made a presentation to Council. Ms. Algiere began her presentation by stating that she would be presenting the land use and rezoning together but they will be voted on separately. She gave an overview of the current conditions.

She stated that Pasco County's Land Use Designation of Retail/Office/Residential (ROR). The area consists of commercially developed and vacant lots along US Highway 19 and Gulf Drive. It is surrounded by commercial development on three sides and mobile homes on the other side.

The proposal is consistent with the following Goals, Objectives, and Policies of the City's adopted Comprehensive Plan:

- FLU 1 To promote compatible land uses which will maximize, enhance and preserve New Port Richey's unique and attractive characteristics in a manner consistent with the economic, physical, ecological and social needs, capabilities and desires of the community.
- FLU 1.3.2 The City shall promote commercial development that serves to maintain or enhance the economic health of the City, and to increase job opportunities, per capita income and convenience for residents.
- FLU 1.3.3 Commercial land uses shall be located in a manner which ensure the compatibility with the type and scale of surrounding land uses and where existing or programmed public facilities shall not be overburdened.

The Land Development Review Board reviewed this matter at its regular meeting on October 24, 2024 and recommended that a Future Land Use Map amendment from Pasco County Retail/Office/Residential (ROR) to Highway Commercial (HC) would be consistent with the City's Comprehensive Plan and Future Land Use Map.

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

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

City Attorney Driscoll read the proposed ordinance by title only. He stated the legal description will be added by the second reading. Upon opening the floor to public comment, no one came forward there Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its first reading.

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

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

City Attorney Driscoll read the proposed ordinance by title only. He stated the legal description will be attached by second reading. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a first reading of an ordinance to amend the Future Land Use Map for approximately 16 acres of property located along Leisure Lane and Van Doren Avenue. She then introduced Senior Planner Lisa Algiere who then made a presentation to Council. She stated this is the second portion of the property that was annexed. She stated that the Pasco County Land Use designations are Retail/Office/Residential (ROR) and Pasco County Residential-24. Ms. Algiere then

highlighted the land use and zoning for both agenda items. She stated that the proposal is consistent with the City's adopted Comprehensive Plan: The Land Development Review Board reviewed this matter at their regular meeting on October 24, 2024 and recommended that a Future Land Use Map amendment from Pasco County Retail/Office/Residential (ROR) and Pasco County Residential-24 to Medium Density Residential-20 (MDR-20) to MDR-20 would be consistent with the City's Comprehensive Plan and Future Land Use Map and zoning to R4 Coastal Cottage. 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 Pete Altman and seconded by Kelly Mothershead. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

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

City Attorney Driscoll read the proposed ordinance by title only. He stated the legal description will be provided by second reading. 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 Kelly Mothershead and seconded by Matt Murphy. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

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

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a first reading of an ordinance to amend the Future Land Use Map for 23.69 acres of property located on the north and south sides of Marine Parkway east of Grand Boulevard from Residential/Office (R/O) and Public/Semi-Public (P/SP) to Medium Density Residential-20 (MDR-20).

She stated that the subject development site is generally located at the northeast corner of Grand Boulevard and Ridgewood Drive. The site will consist of townhomes and apartments. She stated Mr. Pridgen has had this property under contract for some time and has been working with staff on the layout. She then introduced Senior Planner Lisa Algieri who then presented the project to Council. Ms. Algieri began her presentation by giving a brief overview of the property, location and zoning classifications. Ms. Algieri then highlighted the site plan. She stated there would be development standards unique to this development. She then highlighted the architectural style for the townhomes and the apartments.

The proposal is consistent with the City's adopted Comprehensive Plan and meets all of the criteria for rezoning.

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

- Barbara Emanuel, 5816 Dahlia Avenue, NPR stated she was concerned about traffic and the schools.
- Nikolle Smith, 6407 River Ridge Rd., asked what was the intentions regarding the children that are coming along, and the cost for the housing.

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

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

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

City Attorney Driscoll read the proposed ordinance by title only. City Attorney Driscoll spoke regarding condition under 2C and stated he wanted to make sure it was an intended condition as it was not in the powerpoint presentation and Ms. Algiere stated yes it is still an intended condition. 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 Kelly Mothershead and seconded by Matt Murphy. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

10 Business Items

a Board Re-Appointments: Beth Louise Fregger and Kimberly Brust, Cultural Affairs Committee

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the re-appointments of Beth Louise Fregger and Kimberly Brust as members of the Cultural Affairs Committee. She stated Ms. Fregger and Ms. Brust have been members of the Cultural Affairs Committee since November 1, 2022. Their terms expired as of November 1, 2024. If approved, their terms will be for two years and will be up for renewal on November 6, 2026.

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

- Beth Fregger came forward to thank Council for her appointment and is looking forward to another term. She highlighted a few of the Committee's accomplishments over the last year.

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 Matt Murphy. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

b Board Appointment: Susie Saxe, Cultural Affairs Committee

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the appointment of Susie Saxe as second alternate member to the Cultural Affairs Committee. If approved, her term will be for two years and will be up for renewal on November 6, 2026. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

c Request for Approval of Renewal Agreement w/The Southern Group RE: Lobbying Services

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to authorize the City Manager to enter into a renewal agreement with The Southern Group for state lobbying services for a contract length of two years in an amount not to exceed \$86,400. She stated in September 2023, an RFP was let seeking proposals from firms for state lobbying services. The Southern Group was ranked as the top firm. The current contract is due to expire on November 7, 2024, therefore staff is recommending that City Council approve entering into a two-year contract with The Southern Group for the continuation of state lobbying services. If approved, the contract period will span from November 8, 2024 until November 7, 2026. The Southern Group has represented the City's interests well during the 2024 Florida Legislative Session and was instrumental in securing several key meetings with various legislators along with the submission of grant applications. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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



d Request to Purchase Fortinet Firewall and Switch Upgrades

City Manager Manns introduced Technology Solutions Director Leanne Mahadeo who then presented the item to Council. She stated that the purpose of this agenda item was to approve a proposal submitted by vTECH iO DBA Computers At Work! Inc for the purchase of next-generation Fortinet firewalls and Fortinet switches in an amount not to exceed \$108,068.40. This is an upgrade to existing equipment. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

e Request to Purchase BitDefender CyberSecurity Software

City Manager Manns introduced Technology Solutions Director Leanne Mahadeo who then presented the item to Council. She stated that the purpose of this agenda item was to approve a proposal submitted by vTECH iO DBA Computers At Work! Inc for Bitdefender MDR, XDR, and GravityZone Patch Management software services in an amount not to exceed \$150,594.00. She stated that this agenda item is being presented so that we can go from a one-year to a three-year contract. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

f Resolution No. 2025-09: Extending Local State of Emergency for Hurricane Milton

City Attorney Driscoll read the proposed resolution by title only. City Manager Manns introduced the item to Council. She stated on October 7, 2024, City Council conducted a special meeting to declare a local state of emergency due to impending Hurricane Milton. The local state of emergency went into effect as of 12:00 a.m. on October 8, 2024 for seven days. City Council conducted special meetings on October 14, 2024, October 21, 2024, October 28, 2024 and November 4, 2024 to extend the local state of emergency as the City is still in its recovery efforts from not only Hurricane Milton but the previous Hurricane Helene. As the current extension of the local state of emergency is due to expire at 11:59 p.m. on Monday, November 11th and city offices are closed that day due to the Veterans Day holiday, staff is requesting that City Council approve the attached resolution which shall go into effect as of 12:00 a.m. on Tuesday, November 12, 2024 and shall remain in effect until 11:59 p.m. on Monday, November 18, 2024. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

11 Communications

Councilman Altman spoke regarding the Area Agency on Aging and how they are looking to promote senior empty nesters who are open to having roommates in order to make their mortgage payments and various economic needs. He stated he mentioned to Congressman Bilirakis at the Centennial Celebration about the site possibly located on Indiana. He stated if it happened it would be a large adult daycare facility. He spoke about Ms. Stevenson Karay's comments at the school dedication. Councilman Altman also spoke about the cultural center. He also spoke about Great Explorations. He also spoke about an outpost to help educate residents on our river. Councilman Butler spoke about the alumni game at the high school. He spoke about the Schwettman property and asked if we had any updates. He spoke about a 2017 Interlocal Agreement between the School Board and the City of Zephyrhills. He asked for clarification of why we are entering into a purchasing agreement and not an interlocal to maintain it. City Manager Manns stated that the School Board has hired a new attorney and has proposed some additional terms to the contract. Councilman Altman stated he is always trying to find partnerships. He stated he would like to see the city in the driver seat. He stated he would like

to see the city have ownership and they could assist in constructing the outpost. He stated there is a way we can tweak it. Councilman Butler stated that when we go back to the concessions from the School Board they are very much driving. He would like to work it out where we are partners with the School Board. He would like to see them be a partner and not take the brunt on everything. Councilman Altman stated we should take the lead and proposed having a joint meeting with the School Board. He stated the property is very valuable and desirable. Councilman Butler stated he was under the impression from his conversation with the City Manager than an Interlocal Agreement was never explored. City Manager Manns stated she is cautious in talking about this project as it has been the direction to use CRA funds. Deputy Mayor Mothershead stated we do need to own it and then partner with the School Board on the services for the property. Councilman Murphy stated we have our vision and they may have a totally different one and may defeat what the City is trying to do. Councilman Butler spoke regarding the red tags for damaged properties. He stated some of it looks like confusion. He asked what residents should be doing and City Manager Manns stated everyone received a packet of information and the safety inspection is bolded on the front page. That starts the process. City Manager Manns stated mobile homes are treated differently than site built projects as they are classified by the State as vehicles. Mayor Davis stated the City Manager has already reached out to some of the residents who have emailed Council. City Manager Manns stated she will put together a meeting for Edgewater Imperial residents to address any questions or concerns they may have. Councilman Butler asked about a written option for safety inspections and City Manager Manns stated they can email Tammy Ledford. Councilman Butler stated the photos he saw from the Centennial Celebration looked like everyone had a great time and he thanked Steering Committee members. Deputy Mayor Mothershead commended Library Director Andi Figart for the outstanding drone show. She stated she has gotten messages from residents and non-residents about struggling getting a hold of FEMA and getting answers. She stated the City has done a great job with the debris pickup but there is still a lot out there. She stated it has been a big project to get everything cleaned up. Councilman Murphy stated all the Centennial events he attended were wonderful and he was impressed by the drone show. He thanked staff and volunteers for all of their hard work. He spoke about red tags and how we need to be vigilant and educate people what is going on and understand the process. Mayor Davis stated the New Port Richey recognized veterans at their luncheon earlier today. He stated the centennial events were phenomenal. He encouraged everyone to visit the centennial website at 100npr.org. He stated the public really seemed to enjoy the drone show. He stated he attended the dedication for the new high school and Mr. Morgenstein did a great job with the ceremony. City Manager Manns stated she wanted to reflect a moment on how glad we are to have community oriented residents like John Gilliss who was the sponsor of the drone show. He has such an affinity for our community and continues to give and support the city in so many ways.

12 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 7:52 p.m.

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

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

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

**ORDINANCE NO. 2024-2305**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR A ONE HUNDRED EIGHTY DAY MORATORIUM ON THE PERMITTING, CONSTRUCTION OR INSTALLATION OF BUILDINGS OR STRUCTURES WITHIN THE AREA DESCRIBED IN THE INTERLOCAL ANNEXATION AGREEMENT BETWEEN THE CITY OF NEW PORT RICHEY, FLORIDA AND PASCO COUNTY, FLORIDA RECORDED IN O.R. BOOK 11064 PAGE 3586, PUBLIC RECORDS, AS DEPICTED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 1, 2024, the City of New Port Richey annexed certain land as described in an Interlocal Agreement with Pasco County, Florida recorded in O.R. BOOK 11064 PAGE 3586 public records of Pasco County, Florida;

**WHEREAS**, Section 171.062 Florida Statutes provides for county land use and zoning regulations to continue in effect until the City designates a land use and zoning district for newly annexed properties;

**WHEREAS**, a moratorium on building permits will allow the City to adequately propose and adopt a new land use and zoning district for said area;

**WHEREAS**, one hundred eighty days is a reasonable period of time to place a moratorium on the issuance of building permits for said area;

**WHEREAS**, this moratorium is being enacted in good faith, and is of a minimum feasible duration to study the issue;

**WHEREAS**, the land development review board has reviewed this ordinance and made its recommendation thereon as required by law;

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

**WHEREAS**, the City Council finds and declares a need to impose a temporary moratorium on the permitting, construction or installation of buildings in the area described in the Interlocal Agreement for a period of one hundred eighty days (180) to allow the City Council sufficient time to evaluate the appropriate land use and zoning designations thereof, and to protect the health, safety and welfare of persons residing within the City;

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

**SECTION 1.** This Ordinance is enacted pursuant to Chapter 166 and 163, Fla. Stat., and under the home rule powers of the City in the interest of the healthy, peace, safety and general welfare of the people of the City of New Port Richey.

**SECTION 2.** The foregoing recitals and preamble clauses, incorporated herein, are true and correct. The City Council finds and declares that it is in the best interest of the general public and there exists a need to designate land uses and zoning districts in the City of New Port Richey, and that this Ordinance should be adopted. The Council further finds that in order for City staff to examine and make recommendations to the Council as to the land use and zoning designation to be considered, it is necessary to place a moratorium, which is hereby placed, on the acceptance of applications, issuance of permits and approvals for the construction or installation of any structure not including permits for necessary repair and maintenance of existing structures within the area defined in the Interlocal Agreement, beginning on the effective date of this Ordinance, as shown in Exhibit "A" attached hereto. All pending applications, if any, are subject to this Ordinance.

**SECTION 3.** It is the purpose and intent of this Ordinance to promote the health and general welfare of the residents of the City of New Port Richey through the analysis of development to such land uses throughout the City of New Port Richey.

**SECTION 4.** This moratorium shall remain in effect for one hundred eighty (180) days from the effective date of this Ordinance or until such time as repealed by the City Council, whichever occurs first, and may be extended by resolution of the Council to the extent permitted by law.

**SECTION 5.** The City Council hereby authorizes staff to analyze appropriate land use and zoning designations for the area defined in the Interlocal Agreement.

**SECTION 6.** In accordance with the above findings, and pending completion of the analysis, no application for any permit, license or approval of any nature concerning structures within the area defined in the Interlocal Agreement except permits for repair and maintenance of existing structures, as set forth in Section 2 hereof shall be accepted by the Development Department during the term of this Ordinance. No additional review or other work on any previously accepted application concerning a structure as set forth in Section 2 hereof shall be conducted during the term of this Ordinance. Any previously received applications shall be withdrawn by the applicant or the application shall be acted upon by the Development Department in accordance with this Ordinance. This moratorium shall not apply to any permit approved by Pasco County issued prior to October 1, 2024.

**SECTION 7.** This moratorium may be enforced by any law or code enforcement officer.

- (a) Methods of enforcement. The requirements of this moratorium may be enforced as follows:
- (1) By citation for civil penalties pursuant to the authority granted by Florida law and/or the City of New Port Richey Code of Ordinances. Each day of the violation shall constitute a separate offense, punishable by a fine not to exceed \$500.00 per count. The City may also seek entry of a court order requiring compliance with this ordinance;
  - (2) By an action for injunctive relief, civil penalties, or both, through a court of competent jurisdiction;
  - (3) By revocation or temporary suspension of necessary permits and/or certificates of occupancy and/or licenses; and
  - (4) By any other process permitted at law or equity.

Use of one enforcement process or method does not preclude the City from seeking the same, different, or additional relief through other enforcement methods.

(b) Persons responsible for violations include:

- (1) Any person who owns, operates, or manages the property in violation hereof;
- (2) The lessee of the property where such violation exists, if the premises are leased;
- (3) Any person in physical control of the property where the violation exists;
- (4) If a responsible person is a corporate entity, the officers, directors, members, or other principals of the entity are jointly and severally responsible for violations by the entity; and
- (5) Any other person causing or contributing to a violation.

**SECTION 8.** All ordinance or parts of ordinances in conflict herewith are hereby suspended during the time period set forth in Section 4 above.

**SECTION 9.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, then such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 10.** This Ordinance shall take effect upon its passage and adoption.

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 \_\_\_\_ day of \_\_\_\_, 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:**

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

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

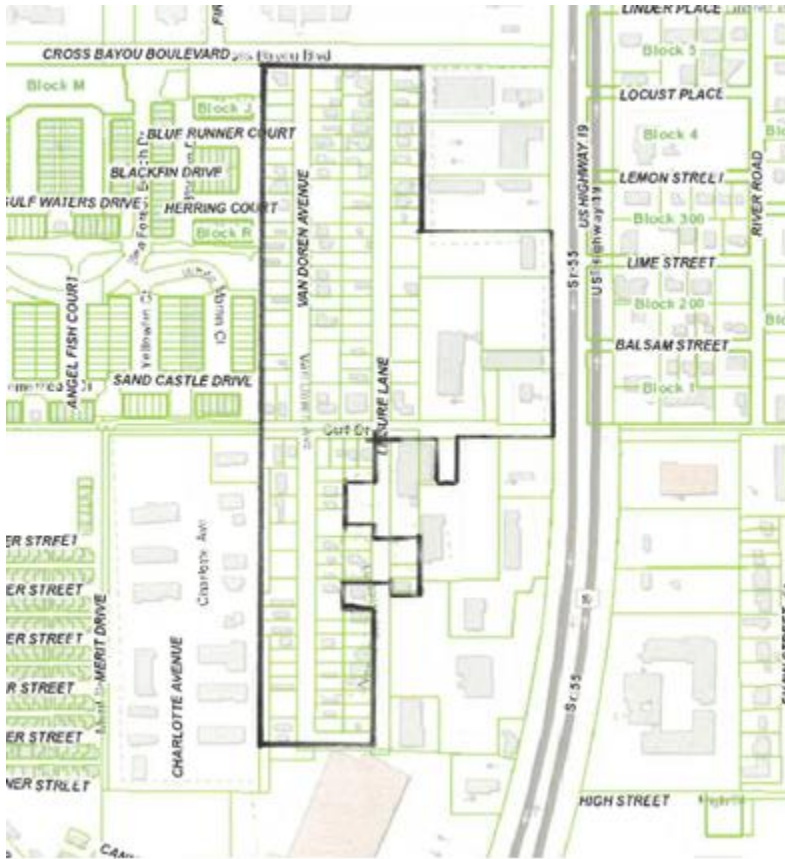
(Seal)

APPROVED AS TO LEGAL FORM AND CONTENT

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

# EXHIBIT A

## Location Map and Legal Description



**INTERLOCAL AGREEMENT BETWEEN  
PASCO COUNTY, FLORIDA, AND THE CITY OF NEW PORT RICHEY, FLORIDA  
FOR THE ANNEXATION OF AN ENCLAVE AND THE TRANSFER OF  
PUBLIC ROADS JURISDICTION**

1 1/2

THIS INTERLOCAL AGREEMENT is made and entered into by Pasco County, a political subdivision of the State of Florida (the "County") and the City of New Port Richey, Florida, a municipal corporation existing under the laws of the State of Florida, (the "City").

WHEREAS, City has identified unincorporated developed and improved real properties that are enclosed within and bounded on all sides by the City which constitutes an enclave as defined by Section 171.031(13) of the Florida Municipal Annexation or Contraction Act (Part I of Chapter 171 Florida Statutes), hereinafter referred to as the "Enclave; and

WHEREAS, Leisure Lane and Van Doren Avenue are located completely within the Enclave but pursuant to Section 335.0415, Florida Statutes, are the County's responsibility for operation and maintenance; and

WHEREAS, the Enclave is legally described in Exhibit "A" attached hereto and shown in the survey map attached hereto as Exhibit "B"; and

WHEREAS, the annexation of the Enclave into the City will help to eliminate confusion over the extent of the City's boundaries, improve the delivery of governmental services to the subject properties, and provide the affected property owners the opportunity to avail themselves of the City's services; and

WHEREAS, this Agreement is adopted pursuant to Section 163.01, Florida Statutes (the "Florida Interlocal Cooperation Act of 1969"); and

WHEREAS, this Agreement is entered into in accordance with the purpose, intent, provisions, and requirements of Chapter 171 (the Florida Municipal Annexation or Contraction Act) and Section 335.0415, Florida Statutes; and

WHEREAS, this Agreement is in the public interest, safety and welfare of the residents and citizens of the County and the City.

NOW THEREFORE, in consideration of these premises and for good and valuable consideration, the receipt of which is hereby acknowledged by all parties, the parties hereby agree, stipulate and covenant as follows:

1. The foregoing Whereas clauses are incorporated herein.
2. As of the Effective Date, the jurisdiction of Leisure Lane and Van Doren Avenue shall be transferred from the County to the City.
3. As of the Effective Date, the Enclave is hereby annexed into the City and the municipal boundaries of the City shall be amended to incorporate the same.
4. The survey map attached hereto as Exhibit "B" is provided for illustrative purposes, only, and the legal descriptions shown in Exhibit "A" shall be controlling as to the properties annexed by this Agreement.
5. The Enclave is contiguous to the City's boundaries, reasonably compact, developed for urban purposes, under 110 acres, and not within the boundaries of another municipality.
6. The City has prepared a plan for the extension of municipal services to the Enclave as of the Effective Date.
7. The County Comprehensive Land Use Plan and Land Development Code shall control and govern the Enclave until such time as City has adopted Comprehensive Plan and Land Development Code amendments that include and govern the Enclave.



8. The Enclave shall be subject to the taxes, debts and ad valorem taxation of the City upon the Effective Date.

9. Upon the Effective Date, the Enclave shall be subject to all laws, ordinances and regulations in the City and shall be entitled to the same privileges and benefits as other parts of the City.

10. Upon the Effective Date, the Enclave shall be required to contract with one of City's approved solid waste haulers to provide for solid waste collection at said property.

11. The County acknowledges that the City's Community Redevelopment Area (hereinafter "CRA") boundaries encompass the entire corporate boundaries of the City, and that the City intends to amend its Community Redevelopment Plan (hereinafter "CRP") to expand the CRA boundaries to add the Enclave. The County does not have competing policy goals and plans for the public funds the County would be required to deposit to the City's community redevelopment trust fund under the proposed modification to the CRP to include the Enclave within the CRA.

12. The change in the City boundaries shall be provided in a revised ordinance under Section 10.06 of the City Charter pertaining to City corporate boundaries and shall be filed as a revision to the City Charter with the Department of State within thirty days of the approval of the ordinance amending the City corporate boundaries and the execution of this Agreement by both parties, and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

13. The City agrees to rezone all parcels within the Enclave to a zoning district that prohibits mobile homes.

14. None of the Enclave is located within an independent special district.

15. All notices and clarifications required under this Agreement shall be directed to the following officials:

For Pasco County: County Administrator  
8731 Citizens Dr., Suite 350  
New Port Richey, Florida 34654

For the City of New Port Richey: City Manager  
City of New Port Richey  
5519 Main Street  
New Port Richey, Florida 34652

16. This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce this Agreement shall be held in Pasco County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity or by statute or otherwise. No exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. If any item or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, such item or provision shall be deemed a separate, distinct and independent item or provision and such holding shall not effect the remainder of this Agreement, or the further application of such terms or provision, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. This Agreement shall become effective upon filing with the Clerk of the Circuit Court for Pasco County pursuant to Section 163.01(11), Florida Statutes. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any party hereto may execute this Agreement by signing any one counterpart. The effective date

of the annexation provided under this Agreement shall be the first day of October, 2024 (the "Effective Date").

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed on behalf of each, on the respective dates set forth below.

SIGNATURES APPEAR ON THE FOLLOWING PAGE



*[Handwritten signature]*

BY: Frank Alvarez-Sowles, Esq.  
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS

BY: *[Signature]*  
Ronald E. Oakley, Chairman

DATE: \_\_\_\_\_

APPROVED  
IN SESSION  
**DEC 05 2023**  
PASCO COUNTY  
BCC

[SEAL]

ATTEST:

BY: *[Signature]*  
Judy Meyers, as City Clerk

CITY OF NEW PORT RICHEY, FLORIDA

BY: *[Signature]*  
Alfred C. Davis, as Mayor-Council member

DATE: 8/16/24



APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: *[Signature]*  
Timothy P. Driscoll, as City Attorney

## Exhibit "A"

### ENCLAVE AREA NO. 1

TOWN AND COUNTY VILLAS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A PORTION OF CROSS BAYOU DRIVE, A PORTION OF GULF DRIVE, A PORTION OF DETROIT AVENUE, A PORTION OF TRACTS 32 AND 53, TAMPA AND TARPONS SPRINGS LAND COMPANY SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68 THROUGH 70 OF SAID PUBLIC RECORDS, AND A PORTION OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF SAID PUBLIC RECORDS, ALL LYING IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 73, TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH BOUNDARY LINE OF TRACT 56 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION OF SECTION 8 AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68 THROUGH 70 OF SAID PUBLIC RECORDS FOR A POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 56 NORTH 89°40'39" WEST, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF DETROIT AVENUE; THENCE ALONG SAID CENTERLINE NORTH 00°28'43" EAST, A DISTANCE OF 989.20 FEET TO THE CENTERLINE OF GULF DRIVE; THENCE CONTINUE NORTH 00°28'43" EAST, A DISTANCE OF 25.00 FEET TO THE SOUTHWEST CORNER OF TOWN AND COUNTRY VILLAS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID TOWN AND COUNTRY VILLAS NORTH 00°28'43" EAST, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID TOWN AND COUNTRY VILLAS, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CROSS BAYOU DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE NORTH 89°33'21" WEST, A DISTANCE OF 101.90 FEET; THENCE NORTH 00°28'43" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 89°33'21" EAST, A DISTANCE OF 538.60 FEET; THENCE SOUTH 00°30'31" WEST, 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE, SAID POINT BEING THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235, OFFICIAL RECORDS BOOK 9616, PAGE 2231, OFFICIAL RECORDS BOOK 4250, PAGE 0048 SOUTH 00°30'31" WEST, A DISTANCE OF 300.24 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4250, PAGE 0048; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL SOUTH 89°33'21" EAST, A DISTANCE OF 358.54 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 19 (STATE ROAD 55) AS SHOWN ON THE RIGHT-OF-WAY MAPS, SECTION 14030-2151, DATED 9-15-59; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°20'33" EAST, A DISTANCE OF 740.58 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE NORTH 89°33'17" WEST, A DISTANCE OF 269.33 FEET TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1216, PAGE 0021 OF SAID PUBLIC RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID PARCEL SOUTH 00°20'51" WEST, A DISTANCE OF 125.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°33'17" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST BOUNDARY LINE OF SAID PARCEL NORTH 00°20'51" EAST, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°33'17" WEST, A DISTANCE OF 178.84 FEET TO A

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THE ABOVE DESCRIBED PARCEL CONTAINS 23.6 ACRES MORE OR LESS.

(CLOSES 0.005' J.M.M.)

GENERAL NOTES

SEC. 8, TWP. 26 S., RNG. 16 E.

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF NORTH 89°40'39" WEST, FOR THE SOUTH BOUNDARY LINE OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

Exhibit "B"

SKETCH OF

ENCLAVE AREA NO. 1

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THE ABOVE DESCRIBED PARCEL CONTAINS 23.6 ACRES MORE OR LESS.

(CLOSES 0.005' I.M.M.)

PRECISION SURVEYING & MAPPING, INC.

CERTIFICATE OF AUTHORIZATION NO. LB-6734

7710 MASSACHUSETTS AVENUE  
 NEW PORT RICHEY, FLORIDA 34653  
 727-841-8414



Jon S. Robbins PSM 4452

Digitally signed by Jon S. Robbins PSM 4452  
 DN: c=US, E=jsr@psmfla.com, CN=Jon S. Robbins  
 PSM 4452  
 Date: 2023.06.26 10:55:25-0400'

WORK ORDER NO: 180109  
 FOR: CITY OF NEW PORT RICHEY  
 DATE OF SKETCH: MAY 8, 2023  
 SHEET 1 OF 3

JON S. ROBBINS DATE  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 4452  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A  
 P.G. N/A

DRAWN BY: J.M.M.  
 CHK'D BY: J.S.R.

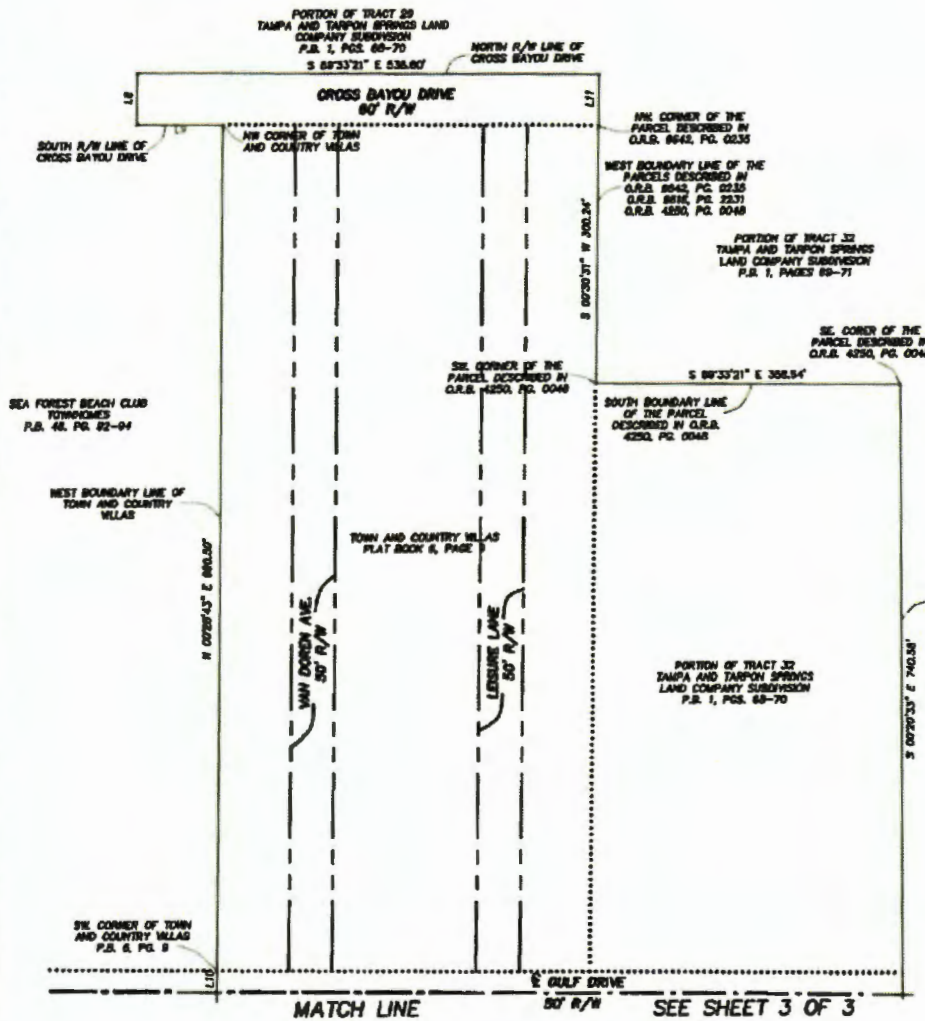
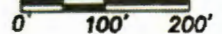
**GENERAL NOTES**

SEC. 8, TWP. 26 S., RNG. 16 E.

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF NORTH 89°40'39" WEST, FOR THE SOUTH BOUNDARY LINE OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.



ASSUMED NORTH



**LEGEND**

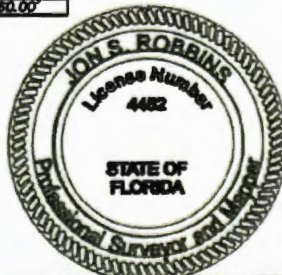
- PG. = PAGE
- RNG. = RANGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- P.B. = PLAT BOOK
- CL = CENTERLINE
- R/W = RIGHT-OF-WAY
- P.O.B. = POINT OF BEGINNING
- O.R.B. = OFFICIAL RECORDS BOOK

**PRECISION SURVEYING & MAPPING, INC.**

CERTIFICATE OF AUTHORIZATION NO. LB-6734

7710 MASSACHUSETTS AVENUE  
 NEW PORT RICHEY, FLORIDA 34653  
 727-841-8414

LINE	BEARING	DISTANCE
12	S 00°28'43" W	180.00'
13	S 89°40'39" E	1101.80'
110	N 00°28'43" E	180.00'
131	S 00°30'51" W	180.00'



Jon S. Robbins PSM 4452

Digitally signed by Jon S. Robbins PSM 4452  
 DN: c=US, e=jr@psm.com, cn=Jon S. Robbins  
 PSM 4452  
 Date: 2023.06.26 10:54:36-0400

WORK ORDER NO: 180109  
 FOR: CITY OF NEW PORT RICHEY  
 DATE OF SKETCH: MAY 8, 2023  
 SHEET 2 OF 3

JON S. ROBBINS  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 4452  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: J.M.M.  
 CK'D BY: J.S.R.

F.B. N/A  
 P.G. N/A



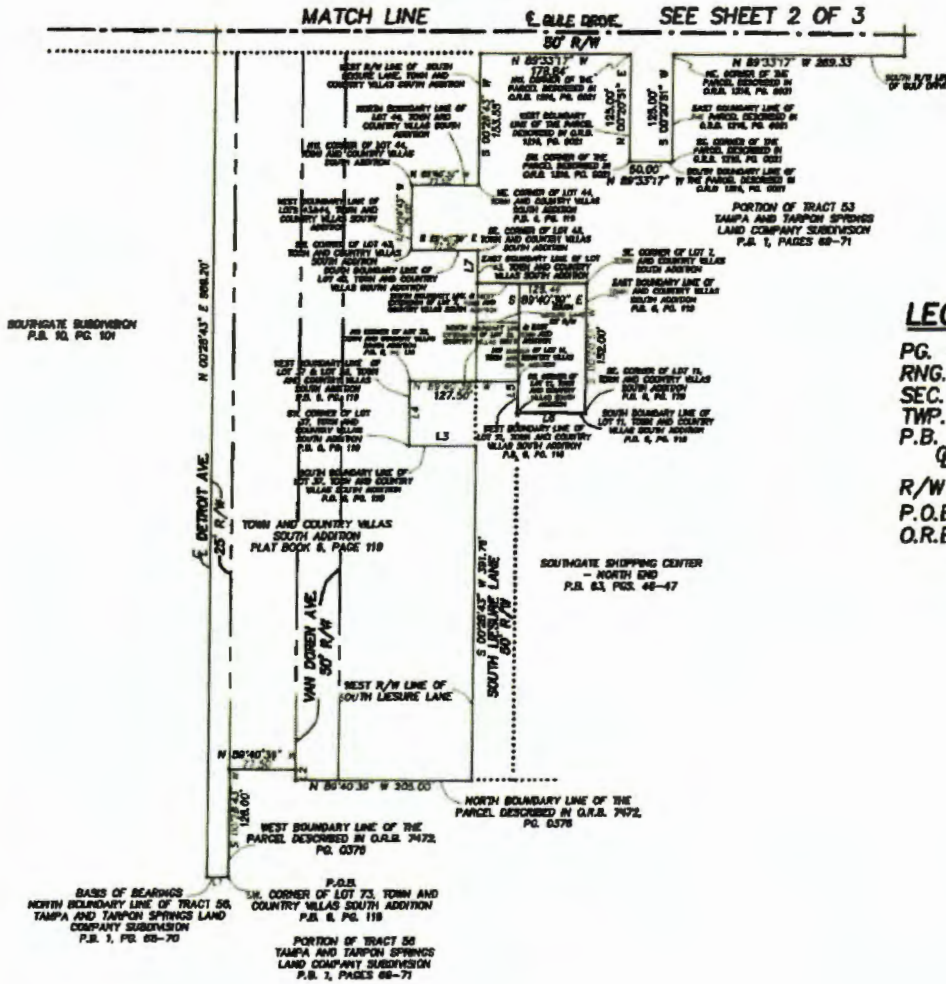
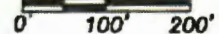
**GENERAL NOTES**

SEC. 8, TWP. 26 S., RNG. 16 E.

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF NORTH 89°40'39" WEST, FOR THE SOUTH BOUNDARY LINE OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.



ASSUMED NORTH



**LEGEND**

- PG. = PAGE
- RNG. = RANGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- P.B. = PLAT BOOK
- CL = CENTERLINE
- R/W = RIGHT-OF-WAY
- P.O.B. = POINT OF BEGINNING
- O.R.B. = OFFICIAL RECORDS BOOK

LINE	BEARING	DISTANCE
1	N 89°40'39" W	125.00
2	S 00°28'45" W	112.00
3	N 89°40'39" W	177.50
4	N 00°28'45" E	176.00
5	S 00°28'45" W	156.00
6	S 89°40'39" E	78.00
7	N 00°28'45" E	156.00

**PRECISION SURVEYING & MAPPING, INC.**

CERTIFICATE OF AUTHORIZATION NO. LB-6734  
 7710 MASSACHUSETTS AVENUE  
 NEW PORT RICHEY, FLORIDA 34653  
 727-841-8414



Jon S. Robbins PSM 4452

Digitally signed by Jon S. Robbins PSM 4452  
 DN: C=US, E=jar@psmfi.com, CN=Jon S. Robbins PSM 4452  
 Date: 2023.06.26 10:55:02-04'00'

WORK ORDER NO: 180109  
 FOR: CITY OF NEW PORT RICHEY  
 DATE OF SKETCH: MAY 8, 2023  
 SHEET 3 OF 3

JON S. ROBBINS DATE  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 4452  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A  
 P.G. N/A

DRAWN BY: J.M.M.  
 CHK'D BY: J.S.R.

EXHIBIT A  
LEGAL DESCRIPTION

THE LEGAL DESCRIPTION, TO BE DETERMINED BY A SURVEY, IS TO BE PROVIDED TO THE COMPANY, BY A FLORIDA REGISTERED LAND SURVEYOR; MEETING THE MINIMUM STANDARDS FOR ALL LAND SURVEYS AS SET FORTH IN CHAPTER 472.027, FLORIDA STATUTES OR IN CHAPTER 21 HH 6, FLORIDA ADMINISTRATIVE CODE.

THE COMPANY RESERVES THE RIGHT TO MAKE SUCH ADDITIONAL SCHEDULE B-1, REQUIREMENTS; SCHEDULE B-11, EXCEPTIONS; AND/OR TO MODIFY THE FOREGOING LEGAL DESCRIPTION, AS IT DEEMS NECESSARY.

PARCEL A:

A PORTION OF TRACTS 45, 46, 47 AND 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 66, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89°38'19" EAST, A DISTANCE OF 1318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT 48; THENCE RUN NORTH 0°02'16" WEST, A DISTANCE OF 533.02 FEET TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF RIDGEWOOD DRIVE WITH THE EAST BOUNDARY OF SAID TRACT 48, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°38'19" WEST, A DISTANCE OF 1203.48 FEET TO THE INTERSECTION OF THE NORTH LINE OF RIDGEWOOD DRIVE WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 595, SAID EASTERLY RIGHT-OF-WAY LINE BEING 33 FEET EASTERLY FROM THE CENTERLINE OF PAVING AS IT IS NOW CONSTRUCTED; THENCE RUN ALONG THE EASTERLY BOUNDARY OF SAID STATE ROAD NO. 595 NORTH 0°34'27" EAST, A DISTANCE OF 464.31 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 58.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,787.43 FEET AND A CHORD OF 58.22 FEET WHICH BEARS NORTH 1°10'21" EAST, THENCE PARALLEL TO THE SOUTH BOUNDARY OF RIDGE ROAD (SCHOOL ROAD) AS IT IS NOW ESTABLISHED, SOUTH 89°37'10" EAST, A DISTANCE OF 200 FEET; THENCE NORTH 10°40'05" EAST, A DISTANCE OF 254.09 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD, SAID RIGHT-OF-WAY LINE BEING 10 FEET SOUTH OF THE NORTH BOUNDARY OF SAID TRACT 45; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD, SOUTH 89°37'10" EAST, A DISTANCE OF 950.09 FEET TO THE EAST BOUNDARY OF SAID TRACT 45; THENCE ALONG THE EAST BOUNDARY OF SAID TRACTS 45 AND 48, SOUTH 0°02'16" EAST, A DISTANCE OF 772.13 FEET TO THE POINT OF BEGINNING.

AND INCLUDING THE SOUTHERLY 10 FEET OF THAT PORTION OF RIDGE ROAD RIGHT-OF-WAY LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL.

AND ALSO INCLUDING THE NORTHERLY 25 FEET OF THAT PORTION OF RIDGEWOOD DRIVE RIGHT-OF-WAY LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL.

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS: A PORTION OF TRACTS 45 AND 47 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS, OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8, THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89°38'19" EAST, A DISTANCE OF 1,318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT 48; THENCE NORTH 0°02'16"

WEST, DISTANCE OF 1,305.15 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF RIDGE ROAD (SCHOOL ROAD) AS IT IS NOW ESTABLISHED, SAID RIGHT OF WAY LINE BEING 10 FEET SOUTH OF THE NORTH BOUNDARY OF SAID TRACT 45, THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID RIDGE ROAD, NORTH 89°37'10" WEST, A DISTANCE OF 689.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0°02'16" EAST, A DISTANCE OF 368.00 FEET; THENCE NORTH 89°37'10" WEST, A DISTANCE OF 172.00 FEET; THENCE NORTH 0°02'16" WEST, A DISTANCE OF 368.00 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD; THENCE ALONG THE SOUTH RIGHT OF WAY OF SAID RIDGE ROAD, SOUTH 89°37'10" EAST, DISTANCE OF 172.00 FEET TO THE POINT OF BEGINNING

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS: THAT PORTION OF TRACTS 45 AND 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING WITHIN 25.00 FEET OF THE FOLLOWING DESCRIBED CENTERLINE. COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 SECTION 8 AND RUN THENCE SOUTH 89°52'00" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 8, A DISTANCE 1,343.45 FEET TO A POINT, SAID POINT BEING 25.00 FEET EAST OF THE SOUTHEAST CORNER OF SILVER OAKS HILL SUBDIVISION AS SHOWN ON PLAT RECORDED IN PLAT BOOK 8, PAGE 18 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE NORTH 0°15'32" WEST PARALLEL TO AND 25.00 FEET EAST OF THE MOST EASTERN BOUNDARY OF SAID SILVER OAKS SUBDIVISION, 483.02 FEET TO AN INTERSECTION WITH AN EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE; THENCE ALONG A CURVE TO THE LEFT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET TO A POINT ON THE EAST BOUNDARY OF TRACT 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SAID SECTION 8, THENCE NORTH 0°15'32" WEST ALONG SAID EAST BOUNDARY OF SAID TRACT 48, A DISTANCE OF 403.80 FEET; THENCE ALONG A CURVE TO THE LEFT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET TO A POINT WHICH IS 25.00 FEET WEST OF THE EAST BOUNDARY OF TRACT 45 OF SAID TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SAID SECTION 8, THENCE NORTH 0°15'32" WEST PARALLEL TO SAID EAST BOUNDARY OF SAID TRACT 45, A DISTANCE OF 150.00 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 45, SAME BEING THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 TO POINT OF TERMINUS

LESS AND EXCEPT ANY PORTION THEREOF, CONVEYED TO WARREN A. CLARK AND CAROL CLARK, BY VIRTUE OF THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 1227, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 47 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 68, 69, AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89° 38' 19" EAST, A DISTANCE OF 1318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF TRACT 48 OF SAID SECTION 8; THENCE RUN NORTH 0° 02' 16" WEST, A DISTANCE OF 533.02 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE AS IT IS NOW ESTABLISHED WITH THE EAST BOUNDARY LINE OF SAID TRACT 48; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID RIDGEWOOD DRIVE, NORTH 89° 38' 19" WEST, A DISTANCE OF 445.63 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID RIDGEWOOD DRIVE, NORTH 89° 38' 19" WEST, A DISTANCE OF 264.55 FEET; THENCE NORTH 0° 02' 16" WEST, A DISTANCE OF 329.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET BOULEVARD AS IT IS NOW ESTABLISHED; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET BOULEVARD, SOUTH 89° 37' 10" EAST, A DISTANCE OF 264.55 FEET; THENCE SOUTH 00° 02' 16" EAST, A DISTANCE OF 329.28 FEET TO THE POINT OF BEGINNING

OF THE PUBLIC RECORD A OF PASCO COUNTY, FLORIDA, PREVIOUSLY CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, BY WARRANTY DEED DATED JANUARY 20, 1971, SAID WARRANTY DEED BEING RECORDED IN OFFICIAL RECORD BOOK 529, PAGE 770 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 2, C. E. CRAFT'S SUBDIVISION NO. 5, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 2, PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE RUN ALONG THE SOUTH BOUNDARY LINE OF SAID BLOCK 2, NORTH 89°48'27" WEST, A DISTANCE OF 32.62 FEET; THENCE RUN SOUTH 0°02'16" EAST, A DISTANCE OF 38.73 FEET TO THE NORTH BOUNDARY LINE OF SAID TRACT 45, FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 50.00 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT 45; THENCE PARALLEL WITH THE EAST BOUNDARY LINE OF SAID TRACT 45, SOUTH 0°02'16" EAST A DISTANCE OF 10.00 FEET; THENCE PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID TRACT 45, NORTH 89°37'10" WEST, A DISTANCE OF 807.35 FEET TO THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF LOT 8, BLOCK 1, OF SAID C.E. CRAFTS SUBDIVISION NO. 5; THENCE NORTH 0°05'27" WEST, A DISTANCE OF 10.00 FEET TO THE NORTH BOUNDARY LINE OF SAID TRACT 45, THENCE ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 45, SOUTH 89°37'10" EAST, A DISTANCE OF 807.36 FEET TO THE POINT OF BEGINNING.

PARCEL C:

ALL OF LOTS 7, 8, 10, 11 AND 14; THE SOUTH 25 FEET OF LOTS 5 AND 6; AND THE EAST 50 FEET OF LOTS 9 AND 12, ALL LYING IN BLOCK 3 OF PLAT OF RUSH BROTHERS PALM HAVEN ADDITION TO NEW PORT RICHEY, AS RECORDED IN PLAT BOOK 2, PAGE 11, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

PARCEL D:

LOT 3, BLOCK 1, C.E. CRAFT'S NO. 5, SAID LOT, BLOCK AND SUBDIVISION BEING NUMBERED AND DESIGNATED IN ACCORDANCE WITH THE PLAT OF SAID SUBDIVISION AS THE SAME APPEARS OF RECORD IN PLAT BOOK 2 AT PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

PARCEL E:

LOTS 1, 2, 4, 5, 6, AND 7, BLOCK 1, C.E. CRAFTS SUBDIVISION NO. 5, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 62, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

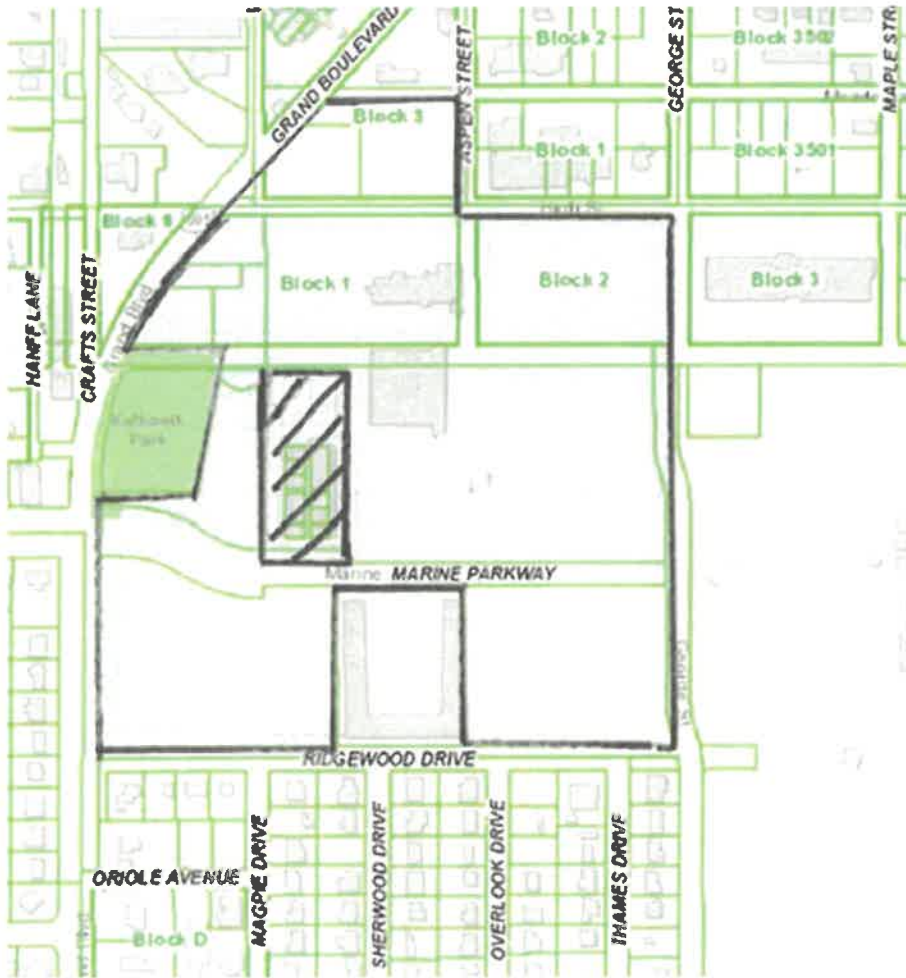
A PORTION OF VACATED RIGHT-OF-WAY FILED JULY 13, 1989, RECORDED IN BOOK 1823, PAGE 1328 OF OFFICIAL RECORDS, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

PARCEL F - VESTING 955-1776 (BLUE):

LOTS 8 THROUGH 23 INCLUSIVE, BLOCK 1; ALSO LOTS 1 THROUGH 16 INCLUSIVE, BLOCK 2; ALSO THAT PORTION OF ASPEN STREET (MAGNOLIA STREET) LYING BETWEEN SAID BLOCKS 1 AND 2, AS VACATED BY THE BOARD OF COUNTY COMMISSIONERS IN OFFICIAL RECORD BOOK 166, PAGES 227 AND 228; ALL LYING IN C.E. CRAFT'S SUBDIVISION NO. 5, AS SHOWN ON PLAT RECORDED PLAT BOOK 2, PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; ALSO LOTS 9, 12 AND 13 BLOCK 3, PALM HAVEN ADDITION AS SHOWN ON PLAT RECORDED IN PLAT BOOK 2, PAGE 11 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; LESS THE EAST 50.00 FEET OF SAID LOTS 9 AND 12.

AND INCLUDING THAT PORTION OF VACATED SCHOOL ROAD LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL AS VACATED BY COUNTY COMMISSIONERS OF PASCO COUNTY RECORDED IN BOOK 1009, PAGE 213 OF OFFICIAL RECORDS, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

# Location Map





Office of the Mayor

City Of New Port Richey

# Proclamation

***WHEREAS,** the City of New Port Richey celebrates our local small businesses and the contributions they make to our local economy and community; and*

***WHEREAS,** according to the United States Small Business Administration, there are thirty-two million small businesses in the United States of which small businesses represent 99.7% of firms with paid employees and are responsible for 62% of net new jobs created since 1995. Small businesses employ 46.8% of the employees in the private sector in the United States; and*

***WHEREAS,** over three quarters of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday® and report that the day makes them want to encourage others to Shop Small®, independently-owned retailers not only on this day but all year long; and*

***WHEREAS,** over half of shoppers reported they shopped online with a small business and/or dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday® in 2022; and*

***WHEREAS,** the City of New Port Richey supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and*

***WHEREAS,** advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.*

***NOW, THEREFORE,** I, Chopper Davis, Mayor of the City of New Port Richey, do hereby proclaim November 30, 2024 as*

## *Small Business Saturday*

*in the City of New Port Richey, and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.*



*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

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**TO:** City of New Port Richey City Council  
**FROM:** Crystal M. Dunn, Finance Director  
**DATE:** 11/19/2024  
**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

Ajax Paving 2021-2022 Street Improvement Project	\$963,120.44
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RECURRING EXPENDITURES OVER \$25,000

Waste Pro of Florida Solid Waste Collection Fee – October 2024	\$190,656.19
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Duke Energy September 2024 Usage	\$167,011.47
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Granicus Government Experience Cloud	\$38,520.00
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# NEW PORT RICHEY

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

---

**TO:** City of New Port Richey City Council  
**FROM:** Crystal M. Dunn, Finance Director  
**DATE:** 11/19/2024  
**RE:** Budget Amendment

**REQUEST:**

The City Council is asked to review and approve the following amendment to the FY25 Adopted Budget, which would allow for the use of Opioid Settlement funds to be used towards the remaining contractual obligation with BayCare for social workers services with contract effective dates of July 2024 – June 2025.

**DISCUSSION:**

The City's Purchasing Policy states that the use of reserves or fund balance must be approved by City Council.

**RECOMMENDATION:**

It is recommended that City Council approve the attached amendment to the FY25 Adopted Budget.

**BUDGET/FISCAL IMPACT:**

The amendment allows for the acceptance of the transfers which results in a net increase to the General Fund Operating Budget of \$50,590.

**ATTACHMENTS:**

Description	Type
▣ Budget Amendment & Support	Backup Material



**BUDGET AMENDMENT REQUEST**

Date 11/19/2024

NO. \_\_\_\_\_

**INCREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001 369310	General	Opioid Settlement Funds	90,000	50,590	140,590
001064 43499	General	Contractual Services	3,000	50,950	53,950
					-
					-
					-
					-
					-
					-
					-
					-

**DECREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget

**Explanation:** use of FY24 Opioid Settlement Funds towards the remainder of FY24 BayCare social worker contract with effective dates of July 2024 - June 2025, \$67,452.56.

Requested By: Robert Kochen  
Department Head

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

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

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



# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Robert Kochen, Chief of Police  
**DATE:** 6/4/2024  
**RE:** Consider Entering Into an Agreement w/Baycare Behavioral Health

## REQUEST:

Approve 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). Also, approve budget amendment which allocates opioid settlement fund dollars into the F.Y. 2024 police budget to pay for the case manager/social worker for the remainder of F.Y. 2024.

## DISCUSSION:

The above 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 annual funding of \$67,452.56 for BCBH case manager/social worker services will be paid for by the Opioid settlement funds received by the City of New Port Richey. The LIFT Team will provide monthly reporting to the administration of the New Port Richey Police Department to document the activities of this partnership and its successes.

City Attorney Tim Driscoll reviewed the Memorandum of Understanding Agreement between BCBH and the City of New Port Richey and approved it as to form.

## RECOMMENDATION:

Approve Memorandum of Understanding Agreement w/BayCare Behavioral Health, Inc (BCBH) in the amount of \$67,452.56 for case manager/social worker services. Also, approve budget amendment which allocates opioid settlement fund dollars into the F.Y. 2024 police budget to pay for the case manager/social worker services.

## BUDGET/FISCAL IMPACT:

The budget amendment allocates \$16,900.00 from the opioid settlement funds into the F.Y. 2024 police budget to pay for case manager/social worker services for the remainder of fiscal year 2024.

## ATTACHMENTS:

Description	Type
☐ Social Worker Memorandum of Understanding Agreement	Backup Material
☐ Budget Amendment	Backup Material

## MEMORANDUM OF UNDERSTANDING AGREEMENT

This Memorandum of Understanding Agreement (MOU) is made effective as of the date of last signature hereto ("Effective Date") by and between **BAYCARE BEHAVIORAL HEALTH, INC.**, a Florida corporation not for profit, herein referred to as "**BCBH**" and the **CITY OF NEW PORT RICHEY, FLORIDA**, hereinafter referred to as "**NPR**", each of which may be individually referred to herein as a "**Party**" and collectively as the "**Parties**."

### WITNESSETH

**WHEREAS**, **NPR** desires to work collaboratively with a behavioral health provider to create a dedicated Life Improvement Facilitation Team (LIFT) to service citizens of New Port Richey with behavioral health concerns;

**WHEREAS**, **NPR**, through its police department, requires therapeutic on-call crisis stabilization intervention and crisis prevention on a continual basis;

**WHEREAS**, **BCBH** has the clinical expertise and highly qualified staff to provide behavioral health services and desires to support **NPR** initiatives;

**WHEREAS**, the Parties wish to work in cooperation with each other to implement and/or expand initiatives that increase public safety, avert increased spending on criminal justice systems, and improve the accessibility and effectiveness of treatment services for adults who have a mental illness, substance use disorders, or co-occurring mental health and substance use disorders, who are in, or at risk of entering, the criminal justice system; and

**WHEREAS**, the Parties mutually recognize the importance of sharing relevant information and data to improve treatment coordination and cross-system collaboration for individuals with behavioral health disorders who are at risk for involvement in or are already involved in the criminal justice system.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained in this MOU, it is agreed by and between the Parties that:

1. **TERM:** This MOU shall commence on the Effective Date, and unless otherwise terminated or extended in accordance with the provisions of this MOU, shall continue for an initial term of one (1) year ("Initial Term"). Thereafter, this MOU may be renewed only by written agreement signed by both Parties ("Renewal Term"). The Initial Term together with any Renewal Term(s) shall be referred to collectively as the "Term."
2. **COOPERATION:** During the term of the MOU, the supervisory staff of **BCBH** and **NPR** will work in partnership to communicate and cooperate on all matters of mutual concern, including, but not limited to:
  - a. Process for services and target populations;
  - b. Sharing of protocols and procedures;
  - c. Involuntary hospitalizations under the Baker Act;

- d. Contact and follow-up coordinated care;
- e. Data collection and analysis, including sharing data and information which may include individual records of adult clients enrolled in BCBH's mental health and/or substance abuse programs (collectively, the "records");
- f. Compliance with consents, releases of information, and regulatory guidelines; and
- g. Training and education.

3. **REQUIREMENTS:** Both Parties shall:

- a. Work together to identify specific data/indicators to be collected, shared and reported, on an ongoing basis for the purpose of improving care and cross system collaboration, applying for collaborative grants, monitoring program outcome measures, and improving system processes;
- b. Collaborate to determine and address restrictions and barriers to the sharing of information and data;
- c. Participate in and assist in facilitating a cross-system coordinated staffing, targeting "at risk" and "high utilizers" of systems to increase individual stability and public safety;
- d. Obtain all necessary consents and releases of protected health information signed by the individual served, for continuity of care with community partners, including documenting diagnoses and healthcare affiliations to provide better service to those individuals, by documenting in the CAD and/or RMS system;
- e. Handle referrals identified as appropriate for LIFT as a unified front with the purpose of engagement of individual and community-based stabilization; and
- f. Provide follow-up contacts with identified individuals until they are linked to appropriate community-based services as evidenced by a decrease in behaviors that lead to the referral to LIFT.

4. **BCBH DUTIES:** BCBH shall perform the duties set forth in this section.

a. **Case Management Initiative**

BCBH shall assign one (1) highly qualified mental health professional to provide case management services. The dedicated mental health professional will be available to NPR during the hours identified by NPR as having the most frequent calls for service (CFS) related to mental health crisis, to provide expertise on matters related to behavioral health and available community resources. These hours may be subject to change upon request of NPR.

b. **Life Improvement Facilitation Team Initiative**

BCBH shall assign one (1) highly qualified mental health professional employed by BCBH to be funded by NPR. The dedicated mental health professional will be available to NPR during normal business hours to provide expertise on matters related to behavioral health and available community resources. BCBH will provide NPR with such information as mutually determined from time to time as reasonably necessary to serve and advance their cooperative efforts to further each party's mutual and individual interests in enhancing outreach, assessment, diversion, treatment, care coordination, and cross-system collaboration for adults/juveniles with mental illness, substance use and/or co-occurring disorders who are at risk of or are involved with the

criminal justice system. BCBH will provide supervision of the mental health professional dedicated to this initiative. BCBH will provide training in accordance with BCBH policies and procedures to the mental health professional dedicated to this initiative. BCBH will assist in providing training to employees of NPR and other agencies. BCBH will notify NPR in circumstances when it believes a client is in danger to themselves or others. Further, BCBH shall request NPR's assistance in any instance where the individual BCBH wishes to contact or is in contact with is believed to be armed or dangerous and will relay this information to NPR. BCBH will provide information and data to NPR and NPR will protect such data, with appropriate release of information and in accordance with the provisions of applicable statutes, including Section 394.4615, Florida Statutes, and in accordance with the Confidentiality and HIPAA section outlined below.

**c. Mobile Response Team (MRT) Initiative**

For the MRT, BCBH employees shall display credentials clearly identifying themselves as members of BCBH. BCBH may request NPR police assistance in situations where the team believes that the presence of police is necessary to stabilize a situation or provide for the safety of the team or others. BCBH shall request NPR police assistance in any instance where the individual it wishes to contact or are in contact with is believed to be armed and BCBH shall relay this information to NPR. BCBH may request NPR to conduct Baker Act transports in circumstances where, in accordance with Florida State Statutes and Pasco County's Transportation Exception Plan, it has determined Law Enforcement is needed to safely transport the individual. BCBH shall notify NPR in circumstances where it believes that the client is a danger to others based on his or her actions, statements, or behavior, and shall share information relevant to that belief. (This is critical in circumstances where that danger extends to a school or institution of higher learning.)

**5. NPR DUTIES:**

**a. Life Improvement Facilitation Team Initiative**

NPR shall collaborate system-wide efforts to divert individuals from judicial involvement to community-based service programs with the goal to initiate systemic change for the identification, intervention, and treatment of the selected adult/juvenile population. NPR shall fund one (1) full time case manager employed by BCBH to be dedicated to this initiative. NPR shall pay BCBH as a reimbursement for said employee up to a salary and cost of benefits, equipment, basic and necessary office supplies and local travel in the annual amount of \$67,452.56. BCBH will submit a monthly invoice for (1/12th of the annual amount) to the NPR Finance Department by the 15th of the month for the previous month's activity. NPR will process the monthly reimbursement to BCBH by the 30th of the month in which the invoice was received. NPR will provide information and training about the NPR Police Department to BCBH staff for purposes of mutual understanding, safety and collaboration. NPR will respond to requests from BCBH to stabilize situations and provide security within its jurisdiction.

**b. Mobile Response Team (MRT) Initiative**

NPR shall respond to requests from BCBH to stabilize situations and provide security as NPR resources permit. NPR will conduct Baker Act transports according to the Transportation Exception Plan for Pasco County. NPR may request BCBH assistance in those circumstances where an individual is in crisis and exhibiting signs of mental illness, but are not clearly identifiable as being subject to the Baker Act and are not subject to arrest for any criminal law

offense. NPR will consult with BCBH upon the arrival of BCBH employees and will stand by with them for a reasonable amount of time if requested to do so. Once BCBH employees arrive, NPR will collaborate with BCBH regarding the determination to initiate a Baker Act proceeding. NPR retains the authority to take the person into custody if necessary for any lawful reason, including to prevent a breach of the peace or protect its employees, BCBH or others. During any interaction with BCBH, NPR will complete the paperwork required by agency policy based on the circumstances.

6. **COMPLIANCE WITH GENERAL ORDERS:** BCBH's agents and employees shall comply with all NPR Police Department General Orders, Agency Directives, and General Correspondence as currently written or hereafter amended.
7. **BACKGROUND SCREENING:** All employees or agents of BCBH working with the NPR Police Department pursuant to this MOU must have a valid State identification card (or Florida Driver License), such that the Police Department can conduct a background check, warrants check, and fingerprint clearance. Prior to any employee of BCBH being permitted to work at the NPR Police Department facilities, his or her files must be processed through and approved by the NPR Police Department Human Resources Section. NPR Police Department has the final authority of who is permitted to work at the NPR Police Department facilities. For any reason, as determined by NPR Police Department, an employee or agent of BCBH may be denied access to the secure areas of the NPR Police Department facilities and/or may be permanently denied access to the secure areas of the NPR Police Department facilities at any time.
8. **INDEMNIFICATION AND LIABILITY:** Without limiting the sovereign immunity of NPR, and to the extent specifically authorized by law, including Section 768.28, Florida Statutes, the Parties shall hold each other harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, agent or other representative of said Party. The Parties shall defend, indemnify and hold each other, and each other's respective subsidiaries, insurers, agents and employees, harmless against all liability, loss, damage and expenses (including reasonable attorneys' fees) resulting from or arising out of this MOU to the extent such liability, loss, damage or expense is proximately caused by the negligent act(s) or omission(s) by the party from whom indemnity is sought, including such party's agents or employees in furtherance of this MOU. The provisions of this Paragraph shall survive the expiration or termination of this MOU. Each Party assumes the risk of all liability arising from its respective activities pursuant to this MOU, and from the acts or omissions of its respective officers, agents, or employees.
9. **GOVERNING LAW AND VENUE:** The laws of the State of Florida govern this MOU and venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida. Each party shall be responsible for its own attorney's fees and costs.
10. **ASSIGNMENT:** The Parties shall not assign, sublet, or otherwise dispose of this MOU, without first obtaining the written consent of the other Party.
11. **COMPLIANCE WITH LAWS:** The Parties shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies

applicable thereto. The Parties shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, sex, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this MOU. The Parties will comply with the Health Insurance Portability and Accountability Act, regulations promulgated under Florida Statute chapters 394 and 491, and agree to execute the Business Associate Addendum, attached hereto as Exhibit "B" (Business Associate Addendum).

**12. CONFIDENTIAL INFORMATION:** Each Party acknowledges that it will have access to certain confidential information of the other Party concerning the other Party, including the terms and conditions of this MOU. "Confidential Information" shall mean all: (a) technical, business, financial, pricing and other data and/or information of the disclosing party that is disclosed/transmitted to or otherwise received/retrieved by the receiving party, whether orally or in writing; (b) patient information; and/or (c) other non-publicly available information related to the disclosing party's business or operation. Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee information. Confidential Information does not have to be labeled as such to be considered confidential. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this MOU, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need-to-know basis), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information. The receiving party will: (a) secure and protect the Confidential Information by using the same or greater level of care that it uses to protect its own confidential and proprietary information of like kind, but in no event less than a reasonable degree of care, and (b) require each of its respective employees, agents, associates, independent contractors, subcontractors, outsourcers, and/or other service providers who have access to such Confidential Information to execute confidentiality agreements in their own right that are no less restrictive than the terms of this MOU. The disclosing party retains ownership of Confidential Information. The confidentiality obligations continue until such item cease to be secret, proprietary, and/or confidential (unless as a result of wrongful conduct by receiving party or their agents. The provisions of this MOU shall be subject to the Florida Public Records Act and related laws which may supersede the provisions hereof, which is hereby acknowledged by BCBH, to the extent related to the terms of the MOU that fall under the Florida Public Records Act and related laws.

**13. ENTIRE AGREEMENT:** This MOU and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the Parties hereto with respect to the transactions contemplated by this MOU and supersedes any prior or contemporaneous MOU or representation, oral or written, by or between the Parties related to the subject matter hereof.

**14. MODIFICATION:** This MOU may be modified only by written instrument executed by both Parties. Changes to this MOU, may be made by Addenda in writing, signed by the Parties.

**15. TERMINATION:** Either party upon thirty (30) days written notice may terminate this MOU, without cause, upon notice delivered via certified mail, return receipt requested or via hand delivery with proof of delivery. In the event of a documented safety concern, a violation of HIPAA, or a violation of any other applicable law (including Public Records laws), either Party may terminate this MOU immediately. NPR may terminate this MOU immediately upon the



insolvency, bankruptcy, or receivership of **BCBH**, or its failure to maintain insurance in accordance with the insurance provision of this MOU.

**16. MINIMUM SECURITY REQUIREMENTS:** Throughout the Term of the Agreement, **NPR** shall:

(i) use industry standards in terms of information and data security procedures to prevent the unauthorized or fraudulent: (a) use of **NPR's** computer systems or network devices to communicate, induce, attack, or compromise **BCBH**; and (b) access, transmission, or disclosure of **BCBH Data**;

(ii) use industry standards to protect **NPR's** infrastructure, computer systems, and network devices, including but not limited to such systems and devices that access, transmit, and/or store **BCBH Data**; and

(iii) report to **BCBH's** Vice President/Chief Information Security Officer at 727-467-4700 within twenty-four (24) hours of any confirmed security breach or security incident that has the potential to impact **BCBH** or **BCBH Data**.

For purposes of this MOU, **BCBH Data** shall mean all of **BCBH's** data, records, lists, patient information, and other information to which **NPR** has access, or which is transmitted to, by, or through any **NPR** system, or which is otherwise provided to **NPR** under this MOU. **BCBH Data** shall be and remain the sole and exclusive property of **BCBH**, and **BCBH** shall retain exclusive rights and ownership thereto. The **BCBH Data** shall not be used by **NPR** for any purpose other than as required under this MOU nor shall the **BCBH Data** (or any part of the **BCBH Data**) be disclosed, sold, assigned, leased or otherwise disposed of to third parties (including any and all affiliates, subsidiaries, or other parties related to **NPR**) by **NPR** or commercially exploited or otherwise used by or on behalf of **NPR**, its officers, directors, employees, subcontractors, or agents.

**17. ADVERTISING/PUBLICITY:** **BCBH** has a policy prohibiting the use of its name, brand, likeness, trademarks, or other intellectual property for publicity and/or advertising purposes. All requests to use **BCBH's** name, brand, likeness, trademarks/intellectual property, statements from employees, results from questionnaires, or any other related requests ("**Publicity/Advertising Requests**") must be submitted in writing to **BCBH** for review and approval. **BCBH** may approve or disapprove all **Publicity/Advertising Requests** in its sole discretion. In the event that **BCBH** notifies **NPR** of any breach of this clause, **NPR** shall immediately cease and desist the breaching conduct, and **BCBH** shall be entitled to terminate this Agreement.

**18. INDEPENDENT CONTRACTORS:** This MOU shall create an independent contractor relationship between the parties. Nothing in this MOU shall be deemed to create a joint venture, partnership, agency, employment, or similar relationship. Neither party has authority to enter into any contract or incur any other obligation on behalf of or in the name of the other party. Each party will be solely responsible for all the acts, inactions, and/or claims relating to itself and its employees, agents, and/or subcontractors including, but not limited to: compliance with laws governing workers' compensation, Social Security, and withholding; payment of any and all federal, state and local personal income taxes; disability insurance; unemployment; and any other taxes for such persons.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS NEW PORT RICHEY POLICE DEPARTMENT RECORDS DEPARTMENT: 727-841-4550 OPT. 2, SERGEANT MATTHEW PATSCH, NEW PORT RICHEY POLICE DEPARTMENT, 6739 ADAMS STREET, NEW PORT RICHEY, FL 34652, PATSCHM@CITYOFNEWPORTRICHEY.ORG**

**20. NOTICES:** Any notice or other written communications between BCBH and NPR shall be considered delivered when posted by certified mail, return receipt requested, or delivered in person to the respective party at the addresses listed below:

**To: BCBH**

BayCare Behavioral Health  
7809 Massachusetts Avenue  
New Port Richey, FL 34653

**To: NPR**

New Port Richey Police Department  
6739 Adams Street  
New Port Richey, FL 34652

With copy to:

BayCare Health System, Inc.  
2985 Drew Street  
Clearwater, Florida 33759  
Attn: Legal Services Department

**21. RESOLUTION OF DIFFERENCES:** The Parties will create a process to resolve disputes or differences and to solve problems, working first to resolve disputes between them. The process will include timelines for regular meetings to review the MOU, plan collaborative activities, update each other on the plan achievement, and resolve issues. Each Party will identify a liaison to be responsible for MOU communication and plan implementation.

- 22. INSURANCE:** BCBH will provide NPR at the time of the execution of this MOU a Certificate of Insurance indicating workers' compensation, general liability, property, and casualty coverage in an amount adequate to meet contract requirements, attached hereto as Exhibit "A". BCBH's insurance will be primary and non-contributory as it relates to the work performed under this MOU. The Certificate of Insurance must contain an endorsement naming "City of New Port Richey, Florida" as additional insured and certificate holder. The Certificate of Insurance must also contain waiver of subrogation in favor of NPR. NPR shall provide BCBH a Certificate of Insurance indicating workers' compensation, general liability, property, and casualty coverage in an amount adequate to meet contract requirements, attached hereto as Exhibit "A" and the work performed under this MOU. The Certificate of Insurance must contain an endorsement naming "BayCare Health System, Inc." as additional insured and certificate holder. The Certificate of Insurance must also contain waiver of subrogation in favor of BayCare Health System, Inc. Notwithstanding the requirements of this section, either party may elect to satisfy any or all of the above insurance requirements by use of self-insurance, and/or a captive insurance company owned by the other party. The responsibility to fund any financial obligation for self-insurance and/or a captive insurance company owned by either party shall be assumed by, for the account of, and at the sole risk of that party.
- 23. INDEPENDENT CONTRACTOR:** The relationship between the Parties is that each party is independent of each other and none is the agent of the other. Each Party and its officers, agents, and employees shall not be deemed to be the officers, agents, or employees of the other Party by virtue of this MOU.
- 24. WAIVER:** This MOU shall not be construed as a waiver of any rights to sovereign immunity granted to BCBH and NPR under the laws and Constitution of the State of Florida. No waiver under this MOU will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein.
- 25. SEVERABILITY:** If any provision of this MOU is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this MOU will otherwise remain in full force and effect and enforceable.
- 26. LICENSES:** BCBH and its employees and staff shall be duly licensed as required to perform services by the state, county and/or municipality where services are to be performed.
- 27. CJIS INFORMATION:** The FBI Criminal Justice Information Services (hereinafter referred to as "CJIS") Security Policy Version 5.9 mandates all agencies connected to the FBI CJIS systems adhere to regulations set forth within the Security Policy. Part of the Security Policy outlines directives dealing with personnel security. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy and in the Security Addendum, which can be found in Appendix H, which will be provided to BCBH upon request. These sections include information on documentation which should be maintained in order to remain in compliance

with the Security Policy. BCBH shall follow all CJIS Security Policy rules and regulations, as applicable. In the event an employee or agent of BCBH working with NPR in accordance with this MOU is no longer employed by BCBH, BCBH shall immediately notify NPR.

**28. EXCLUDED PROVIDER:** Each party represents and warrants that it is not, and at no time has been, excluded, debarred, suspended, or been otherwise determined to be, or identified as, ineligible to participate in any federally funded health care program, including, but not limited to, the Medicare and Medicaid programs (collectively, the "Governmental Program"). Each party shall immediately notify the other of any threatened, proposed, or actual exclusion from any Governmental Program. In the event that either party is excluded from any Governmental Program during the Term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that either party is in breach of this Section, this MOU shall, as of the effective date of such exclusion or breach, automatically terminate. In the event that any employee, agent, or independent contractor of either party is excluded from any Governmental Program, that party must immediately remove that employee, agent, or independent contractor from providing services pursuant to this MOU. Without limiting any sovereign immunity and to the extent permitted by law, each party shall indemnify, defend, and hold harmless the other against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising, directly or indirectly, out of any violation of this section.

**29. SCRUTINIZED COMPANIES; E-VERIFY:** This MOU may be terminated by NPR if BCBH is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel under Section 287.135 Florida Statutes. BCBH shall verify the immigration status of all of its employees in accordance with section 448.095 Florida Statutes, using the federal E-Verify system, and shall provide NPR an affidavit of compliance with the aforesaid statute within thirty (30) days of the Effective Date. This MOU may be terminated by NPR if BCBH is found to have violated or is suspected of violating section 448.095 Florida Statutes.

By signing this MOU, both agencies acknowledge that it has read and agrees to the contents therein and the representative executing this MOU as the full authority to do so.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding by their undersigned officials as duly authorized.

BayCare Behavioral Health, Inc.

City of New Port Richey, Florida

By: 

By: 

Name: Gail Ryder

Name: Debbie L. Manns

Title: Vice President

Title: City Manager

Date: June 11, 2024

Date: 

## EXHIBIT A

### MINIMUM INSURANCE REQUIREMENTS

#### Professional Services

Required Insurance Coverage. Each party shall obtain, pay for, and maintain in full force and effect during the term of this Agreement the following minimum levels of insurance:

1. Workers' Compensation and Employers' Liability insurance with minimum limits of \$100,000 bodily injury each accident/\$500,000 bodily injury by disease policy limit/ \$100,000 bodily injury by disease each employee. Policy to include Waiver of Subrogation in favor of the other party identified in MOU.
2. Commercial General Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage. Policy to be written using ISO form CG0001 (or equivalent) and should be endorsed to include the following if not already contained in the policy language:
  - A. Other party as identified in MOU to be included as additional insured;
  - B. To provide the policy is primary & non-contributory insurance with respect to any other insurance available to either party as to any claim for which coverage is afforded under the policy;
  - C. To provide that the policy shall apply separately to each insured against whom a claim is made or suit is brought; and
  - D. Waiver of Subrogation in favor of other party as identified in MOU.
3. Cyber Risk Liability (Network Security/Privacy Liability) insurance with limits of one million (\$1,000,000) per claim and two million (\$2,000,000) annual aggregate covering any release of private or confidential information whether electronic or non-electronic, network security breach, denial of loss of service, unauthorized access and use and spread of malicious software code.
4. Errors and Omissions Liability/Professional Liability with limits of two million (\$2,000,000) per claim and two million (\$2,000,000) annual aggregate.
5. To the extent any insurance coverage required under this MOU is purchased on a "claims-made" basis, such insurance shall cover all prior acts of the other party during the term of this MOU and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of this MOU for any reason. If such insurance is not continuously maintained, then the other party shall purchase "tail" coverage, effective upon termination of any such policy or upon termination or expiration of this MOU for any reason, to provide coverage for at least three (3) year from the occurrence of either such event.
6. Certificates of Insurance. Current certificates of Insurance evidencing all coverages described in this Exhibit shall be furnished to the other party prior to the inception date of the MOU.

Certificates shall indicate the retroactive date should any required policy be written on a claims-made basis, coverage/endorsement form numbers and edition dates used. Should any non-ISO forms be used, complete copies of the policy form and/or endorsement shall be attached to the certificate. Certificate shall list specific project name and address. Additionally, certificate holder name should reflect the other as identified in MOU.

7. **Cancellation Or Lapse of Insurance.** Each party shall give thirty (30) calendar days prior written notice to the other party of cancellation, non-renewal, or material change in coverage, scope, or amount of any policy.
8. **Other Insurance Requirements.** Insurance policies required hereunder shall be issued by insurance companies (i) authorized to do business in the State of Florida, and (ii) with a financial rating of at least an A-VII status as rated in the most recent edition of A.M. Best's Insurance Reports.
9. Any exception to these requirements must be approved in writing by the other party.

10. Either party may fulfill its insurance obligations through self-insurance. The rights to self-insure are conditioned upon and subject to (a) the party now having and hereafter maintaining a tangible net worth of \$100,000,000 and (b) the party maintaining appropriate loss reserves for the amount of self-insurance obligations under this MOU and otherwise which are actually derived in accordance with accepted standards of the insurance industry and accrued (i.e. charged against earnings) or otherwise funded. In the event the party fails to fulfill the foregoing self-insurance requirements, then the party shall immediately lose the right to self-insure and shall be required to provide the applicable insurance, provided, however that the party's self-insurance shall continue in full force and effect until the applicable insurance is issued by a qualified insurance company.

In the event that a party elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, the party shall: (a) undertake the defense of any such claim, including a defense of the other party at the party's sole expense, and (b) use its own funds to pay any claim or replace any property or otherwise provide the funding which would have been available from insurance proceeds but for such election by the party to self-insure.



# 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:** 11/19/2024

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

**REQUEST:**

The request is for City Council to conduct a second and final reading of an ordinance which would enact a 180-day moratorium on building permits for the recently annexed property more commonly referred to as the Leisure Lane/Van Doren Avenue area.

**DISCUSSION:**

As Council will recall, the subject property was recently annexed and per Florida Statutes the City must designate a land use and zoning district. The zoning district for the properties are a mix of commercial and mobile homes. The current zoning is inconsistent with the City’s Future Land Use Map and Zoning Districts.

In order for staff to have sufficient time to prepare the required land use amendment and rezoning as well as submit it to the State for review, it is necessary to place a moratorium on the issuance of building permits for new construction in the subject area for a period of 180 days. It should be noted that the moratorium will not prevent property owners from obtaining permits for necessary maintenance and repairs.

The Land Development Review Board reviewed this item at their regular meeting on October 24, 2024 and recommended approval.

**RECOMMENDATION:**

Staff recommends that City Council conduct the second and final reading as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No. 2024-2305: Moratorium on Building Permits for Recently Annexed Town and Country Villas Property	Ordinance
<input type="checkbox"/> LDRB Draft Minutes - October 24, 2024	Backup Material

**ORDINANCE NO. 2024-2305**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR A ONE HUNDRED EIGHTY DAY MORATORIUM ON THE PERMITTING, CONSTRUCTION OR INSTALLATION OF BUILDINGS OR STRUCTURES WITHIN THE AREA DESCRIBED IN THE INTERLOCAL ANNEXATION AGREEMENT BETWEEN THE CITY OF NEW PORT RICHEY, FLORIDA AND PASCO COUNTY, FLORIDA RECORDED IN O.R. BOOK 11064 PAGE 3586, PUBLIC RECORDS, AS DEPICTED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 1, 2024, the City of New Port Richey annexed certain land as described in an Interlocal Agreement with Pasco County, Florida recorded in O.R. BOOK 11064 PAGE 3586 public records of Pasco County, Florida;

**WHEREAS**, Section 171.062 Florida Statutes provides for county land use and zoning regulations to continue in effect until the City designates a land use and zoning district for newly annexed properties;

**WHEREAS**, a moratorium on building permits will allow the City to adequately propose and adopt a new land use and zoning district for said area;

**WHEREAS**, one hundred eighty days is a reasonable period of time to place a moratorium on the issuance of building permits for said area;

**WHEREAS**, this moratorium is being enacted in good faith, and is of a minimum feasible duration to study the issue;

**WHEREAS**, the land development review board has reviewed this ordinance and made its recommendation thereon as required by law;

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

**WHEREAS**, the City Council finds and declares a need to impose a temporary moratorium on the permitting, construction or installation of buildings in the area described in the Interlocal Agreement for a period of one hundred eighty days (180) to allow the City Council sufficient time to evaluate the appropriate land use and zoning designations thereof, and to protect the health, safety and welfare of persons residing within the City;

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

**SECTION 1.** This Ordinance is enacted pursuant to Chapter 166 and 163, Fla. Stat., and under the home rule powers of the City in the interest of the healthy, peace, safety and general welfare of the people of the City of New Port Richey.



**SECTION 2.** The foregoing recitals and preamble clauses, incorporated herein, are true and correct. The City Council finds and declares that it is in the best interest of the general public and there exists a need to designate land uses and zoning districts in the City of New Port Richey, and that this Ordinance should be adopted. The Council further finds that in order for City staff to examine and make recommendations to the Council as to the land use and zoning designation to be considered, it is necessary to place a moratorium, which is hereby placed, on the acceptance of applications, issuance of permits and approvals for the construction or installation of any structure not including permits for necessary repair and maintenance of existing structures within the area defined in the Interlocal Agreement, beginning on the effective date of this Ordinance, as shown in Exhibit "A" attached hereto. All pending applications, if any, are subject to this Ordinance.

**SECTION 3.** It is the purpose and intent of this Ordinance to promote the health and general welfare of the residents of the City of New Port Richey through the analysis of development to such land uses throughout the City of New Port Richey.

**SECTION 4.** This moratorium shall remain in effect for one hundred eighty (180) days from the effective date of this Ordinance or until such time as repealed by the City Council, whichever occurs first, and may be extended by resolution of the Council to the extent permitted by law.

**SECTION 5.** The City Council hereby authorizes staff to analyze appropriate land use and zoning designations for the area defined in the Interlocal Agreement.

**SECTION 6.** In accordance with the above findings, and pending completion of the analysis, no application for any permit, license or approval of any nature concerning structures within the area defined in the Interlocal Agreement except permits for repair and maintenance of existing structures, as set forth in Section 2 hereof shall be accepted by the Development Department during the term of this Ordinance. No additional review or other work on any previously accepted application concerning a structure as set forth in Section 2 hereof shall be conducted during the term of this Ordinance. Any previously received applications shall be withdrawn by the applicant or the application shall be acted upon by the Development Department in accordance with this Ordinance. This moratorium shall not apply to any permit approved by Pasco County issued prior to October 1, 2024.

**SECTION 7.** This moratorium may be enforced by any law or code enforcement officer.

- (a) Methods of enforcement. The requirements of this moratorium may be enforced as follows:
- (1) By citation for civil penalties pursuant to the authority granted by Florida law and/or the City of New Port Richey Code of Ordinances. Each day of the violation shall constitute a separate offense, punishable by a fine not to exceed \$500.00 per count. The City may also seek entry of a court order requiring compliance with this ordinance;
  - (2) By an action for injunctive relief, civil penalties, or both, through a court of competent jurisdiction;
  - (3) By revocation or temporary suspension of necessary permits and/or certificates of occupancy and/or licenses; and
  - (4) By any other process permitted at law or equity.

Use of one enforcement process or method does not preclude the City from seeking the same, different, or additional relief through other enforcement methods.

- (b) Persons responsible for violations include:
- (1) Any person who owns, operates, or manages the property in violation hereof;
  - (2) The lessee of the property where such violation exists, if the premises are leased;
  - (3) Any person in physical control of the property where the violation exists;
  - (4) If a responsible person is a corporate entity, the officers, directors, members, or other principals of the entity are jointly and severally responsible for violations by the entity; and
  - (5) Any other person causing or contributing to a violation.

**SECTION 8.** All ordinance or parts of ordinances in conflict herewith are hereby suspended during the time period set forth in Section 4 above.

**SECTION 9.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, then such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 10.** This Ordinance shall take effect upon its passage and adoption.

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

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

**ATTEST:**

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

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

(Seal)

APPROVED AS TO LEGAL FORM AND CONTENT

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

# EXHIBIT A

## Location Map and Legal Description



**INTERLOCAL AGREEMENT BETWEEN  
PASCO COUNTY, FLORIDA, AND THE CITY OF NEW PORT RICHEY, FLORIDA  
FOR THE ANNEXATION OF AN ENCLAVE AND THE TRANSFER OF  
PUBLIC ROADS JURISDICTION**

1 1/2

THIS INTERLOCAL AGREEMENT is made and entered into by Pasco County, a political subdivision of the State of Florida (the "County") and the City of New Port Richey, Florida, a municipal corporation existing under the laws of the State of Florida, (the "City").

WHEREAS, City has identified unincorporated developed and improved real properties that are enclosed within and bounded on all sides by the City which constitutes an enclave as defined by Section 171.031(13) of the Florida Municipal Annexation or Contraction Act (Part I of Chapter 171 Florida Statutes), hereinafter referred to as the "Enclave; and

WHEREAS, Leisure Lane and Van Doren Avenue are located completely within the Enclave but pursuant to Section 335.0415, Florida Statutes, are the County's responsibility for operation and maintenance; and

WHEREAS, the Enclave is legally described in Exhibit "A" attached hereto and shown in the survey map attached hereto as Exhibit "B"; and

WHEREAS, the annexation of the Enclave into the City will help to eliminate confusion over the extent of the City's boundaries, improve the delivery of governmental services to the subject properties, and provide the affected property owners the opportunity to avail themselves of the City's services; and

WHEREAS, this Agreement is adopted pursuant to Section 163.01, Florida Statutes (the "Florida Interlocal Cooperation Act of 1969"); and

WHEREAS, this Agreement is entered into in accordance with the purpose, intent, provisions, and requirements of Chapter 171 (the Florida Municipal Annexation or Contraction Act) and Section 335.0415, Florida Statutes; and

WHEREAS, this Agreement is in the public interest, safety and welfare of the residents and citizens of the County and the City.

NOW THEREFORE, in consideration of these premises and for good and valuable consideration, the receipt of which is hereby acknowledged by all parties, the parties hereby agree, stipulate and covenant as follows:

1. The foregoing Whereas clauses are incorporated herein.
2. As of the Effective Date, the jurisdiction of Leisure Lane and Van Doren Avenue shall be transferred from the County to the City.
3. As of the Effective Date, the Enclave is hereby annexed into the City and the municipal boundaries of the City shall be amended to incorporate the same.
4. The survey map attached hereto as Exhibit "B" is provided for illustrative purposes, only, and the legal descriptions shown in Exhibit "A" shall be controlling as to the properties annexed by this Agreement.
5. The Enclave is contiguous to the City's boundaries, reasonably compact, developed for urban purposes, under 110 acres, and not within the boundaries of another municipality.
6. The City has prepared a plan for the extension of municipal services to the Enclave as of the Effective Date.
7. The County Comprehensive Land Use Plan and Land Development Code shall control and govern the Enclave until such time as City has adopted Comprehensive Plan and Land Development Code amendments that include and govern the Enclave.

8. The Enclave shall be subject to the taxes, debts and ad valorem taxation of the City upon the Effective Date.

9. Upon the Effective Date, the Enclave shall be subject to all laws, ordinances and regulations in the City and shall be entitled to the same privileges and benefits as other parts of the City.

10. Upon the Effective Date, the Enclave shall be required to contract with one of City's approved solid waste haulers to provide for solid waste collection at said property.

11. The County acknowledges that the City's Community Redevelopment Area (hereinafter "CRA") boundaries encompass the entire corporate boundaries of the City, and that the City intends to amend its Community Redevelopment Plan (hereinafter "CRP") to expand the CRA boundaries to add the Enclave. The County does not have competing policy goals and plans for the public funds the County would be required to deposit to the City's community redevelopment trust fund under the proposed modification to the CRP to include the Enclave within the CRA.

12. The change in the City boundaries shall be provided in a revised ordinance under Section 10.06 of the City Charter pertaining to City corporate boundaries and shall be filed as a revision to the City Charter with the Department of State within thirty days of the approval of the ordinance amending the City corporate boundaries and the execution of this Agreement by both parties, and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

13. The City agrees to rezone all parcels within the Enclave to a zoning district that prohibits mobile homes.

14. None of the Enclave is located within an independent special district.

15. All notices and clarifications required under this Agreement shall be directed to the following officials:

For Pasco County:                      County Administrator  
8731 Citizens Dr., Suite 350  
New Port Richey, Florida 34654

For the City of                              City Manager  
New Port Richey:                      City of New Port Richey  
5519 Main Street  
New Port Richey, Florida 34652

16. This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce this Agreement shall be held in Pasco County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity or by statute or otherwise. No exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. If any item or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, such item or provision shall be deemed a separate, distinct and independent item or provision and such holding shall not effect the remainder of this Agreement, or the further application of such terms or provision, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. This Agreement shall become effective upon filing with the Clerk of the Circuit Court for Pasco County pursuant to Section 163.01(11), Florida Statutes. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any party hereto may execute this Agreement by signing any one counterpart. The effective date

of the annexation provided under this Agreement shall be the first day of October, 2024 (the "Effective Date").

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed on behalf of each, on the respective dates set forth below.

SIGNATURES APPEAR ON THE FOLLOWING PAGE





ATTEST  
JUNE 2nd  
BY: [Signature]  
Frank Alvarez-Sowles, Esq.  
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS

BY: [Signature]  
Ronald E. Oakley, Chairman

DATE: \_\_\_\_\_

APPROVED  
IN SESSION  
DEC 05 2023  
PASCO COUNTY  
BCC

[SEAL]

ATTEST:

BY: [Signature]  
Judy Meyers, as City Clerk

CITY OF NEW PORT RICHEY, FLORIDA

BY: [Signature]  
Alfred C. Davis, as Mayor-Council member

DATE: 8/16/24



APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: [Signature]  
Timothy P. Driscoll, as City Attorney

## Exhibit "A"

### ENCLAVE AREA NO. 1

TOWN AND COUNTY VILLAS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A PORTION OF CROSS BAYOU DRIVE, A PORTION OF GULF DRIVE, A PORTION OF DETROIT AVENUE, A PORTION OF TRACTS 32 AND 53, TAMPA AND TARPONS SPRINGS LAND COMPANY SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68 THROUGH 70 OF SAID PUBLIC RECORDS, AND A PORTION OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF SAID PUBLIC RECORDS, ALL LYING IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 73, TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH BOUNDARY LINE OF TRACT 56 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION OF SECTION 8 AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68 THROUGH 70 OF SAID PUBLIC RECORDS FOR A POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 56 NORTH 89°40'39" WEST, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF DETROIT AVENUE; THENCE ALONG SAID CENTERLINE NORTH 00°28'43" EAST, A DISTANCE OF 989.20 FEET TO THE CENTERLINE OF GULF DRIVE; THENCE CONTINUE NORTH 00°28'43" EAST, A DISTANCE OF 25.00 FEET TO THE SOUTHWEST CORNER OF TOWN AND COUNTRY VILLAS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID TOWN AND COUNTRY VILLAS NORTH 00°28'43" EAST, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID TOWN AND COUNTRY VILLAS, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CROSS BAYOU DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE NORTH 89°33'21" WEST, A DISTANCE OF 101.90 FEET; THENCE NORTH 00°28'43" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 89°33'21" EAST, A DISTANCE OF 538.60 FEET; THENCE SOUTH 00°30'31" WEST, 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE, SAID POINT BEING THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235, OFFICIAL RECORDS BOOK 9616, PAGE 2231, OFFICIAL RECORDS BOOK 4250, PAGE 0048 SOUTH 00°30'31" WEST, A DISTANCE OF 300.24 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4250, PAGE 0048; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL SOUTH 89°33'21" EAST, A DISTANCE OF 358.54 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 19 (STATE ROAD 55) AS SHOWN ON THE RIGHT-OF-WAY MAPS, SECTION 14030-2151, DATED 9-15-59; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°20'33" EAST, A DISTANCE OF 740.58 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE NORTH 89°33'17" WEST, A DISTANCE OF 269.33 FEET TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1216, PAGE 0021 OF SAID PUBLIC RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID PARCEL SOUTH 00°20'51" WEST, A DISTANCE OF 125.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°33'17" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST BOUNDARY LINE OF SAID PARCEL NORTH 00°20'51" EAST, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°33'17" WEST, A DISTANCE OF 178.84 FEET TO A

POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH LEISURE LANE AS SHOWN ON THE PLAT OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH  $00^{\circ}28'43''$  WEST, A DISTANCE OF 153.55 FEET TO THE NORTHEAST CORNER OF LOT 44 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID LOT 44 NORTH  $89^{\circ}40'39''$  WEST, A DISTANCE OF 77.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 44; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 44 AND THE WEST BOUNDARY LINE OF LOT 43 SOUTH  $00^{\circ}28'43''$  WEST, A DISTANCE OF 76.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 43 SOUTH  $89^{\circ}40'39''$  EAST, A DISTANCE OF 77.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 43; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 42 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION SOUTH  $00^{\circ}28'43''$  WEST, A DISTANCE OF 38.00 FEET TO A POINT ON THE INTERSECTION WITH THE WEST EXTENSION OF THE SOUTH BOUNDARY LINE LOT 7 SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 7 AND ITS WEST EXTENTION SOUTH  $89^{\circ}40'39''$  EAST, A DISTANCE OF 129.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE EAST BOUNDARY LINE OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION SOUTH  $00^{\circ}20'51''$  WEST, A DISTANCE OF 152.00 FEET TO THE SOUTHEAST CORNER OF LOT 11 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 11 NORTH  $89^{\circ}40'39''$  WEST, A DISTANCE OF 79.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 11 NORTH  $00^{\circ}28'43''$  EAST, A DISTANCE OF 38.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, SAID POINT BEING ON THE EAST EXTENTION OF THE NORTH BOUNDARY LINE OF LOT 38; THENCE ALONG SAID NORTH BOUNDARY LINE AND ITS EAST EXTENSION NORTH  $89^{\circ}40'39''$  WEST, A DISTANCE OF 127.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 38; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 38 AND THE WEST BOUNDARY LINE OF LOT 37 SOUTH  $00^{\circ}28'43''$  WEST, A DISTANCE OF 76.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 37; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 37 SOUTH  $89^{\circ}40'39''$  EAST, A DISTANCE OF 77.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH LEISURE LANE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH  $00^{\circ}28'43''$  WEST, A DISTANCE OF 391.76 FEET TO THE NORTH BOUNDARY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7472, PAGE 0376 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH AND WEST BOUNDARY LINES OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH  $89^{\circ}40'39''$  WEST, A DISTANCE OF 205.00 FEET; (2) NORTH  $00^{\circ}28'43''$  EAST, A DISTANCE OF 12.00 FEET; (3) NORTH  $89^{\circ}40'39''$  WEST, A DISTANCE OF 77.50 FEET; (4) SOUTH  $00^{\circ}28'43''$  WEST, A DISTANCE OF 126.00 FEET TO THE POINT OF BEGINNING.  
THE ABOVE DESCRIBED PARCEL CONTAINS 23.6 ACRES MORE OR LESS.

(CLOSES 0.005' J.M.M.)

GENERAL NOTES

SEC. 8, TWP. 26 S., RNG. 16 E.

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF NORTH 89°40'39" WEST, FOR THE SOUTH BOUNDARY LINE OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

Exhibit "B"

SKETCH OF

ENCLAVE AREA NO. 1

TOWN AND COUNTRY VILLAS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A PORTION OF CROSS BAYOU DRIVE, A PORTION OF GULF DRIVE, A PORTION OF DETROIT AVENUE, A PORTION OF TRACTS 32 AND 53, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68 THROUGH 70 OF SAID PUBLIC RECORDS, AND A PORTION OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF SAID PUBLIC RECORDS, ALL LYING IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE NORTH 89°33'21" WEST, A DISTANCE OF 101.90 FEET; THENCE NORTH 00°28'43" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 89°33'21" EAST, A DISTANCE OF 538.60 FEET; THENCE SOUTH 00°30'31" WEST, 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE, SAID POINT BEING THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235, OFFICIAL RECORDS BOOK 9616, PAGE 2231, OFFICIAL RECORDS BOOK 4250, PAGE 0048 SOUTH 00°30'31" WEST, A DISTANCE OF 300.24 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4250, PAGE 0048; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL SOUTH 89°33'21" EAST, A DISTANCE OF 358.54 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 19 (STATE ROAD 55) AS SHOWN ON THE RIGHT-OF-WAY MAPS, SECTION 14030-2151, DATED 9-15-59; 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THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°28'43" WEST, A DISTANCE OF 153.55 FEET TO THE NORTHEAST CORNER OF LOT 44 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID LOT 44 NORTH 89°40'39" WEST, A DISTANCE OF 77.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 44; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 44 AND THE WEST BOUNDARY LINE OF LOT 43 SOUTH 89°40'39" EAST, A DISTANCE OF 76.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 43 SOUTH 89°40'39" EAST, A DISTANCE OF 77.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 43; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 42 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION SOUTH 00°28'43" WEST, A DISTANCE OF 38.00 FEET TO A POINT ON THE INTERSECTION WITH THE WEST EXTENSION OF THE SOUTH BOUNDARY LINE LOT 7 SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 7 AND ITS WEST EXTENTION SOUTH 89°40'39" EAST, A DISTANCE OF 129.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE EAST BOUNDARY LINE OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION SOUTH 00°20'51" WEST, A DISTANCE OF 152.00 FEET TO THE SOUTHEAST CORNER OF LOT 11 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 11 NORTH 89°40'39" WEST, A DISTANCE OF 79.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 11 NORTH 00°28'43" EAST, A DISTANCE OF 38.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, SAID POINT BEING ON THE EAST EXTENSION OF THE NORTH BOUNDARY LINE OF LOT 38; THENCE ALONG SAID NORTH BOUNDARY LINE AND ITS EAST EXTENSION NORTH 89°40'39" WEST, A DISTANCE OF 127.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 38; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 38 AND THE WEST BOUNDARY LINE OF LOT 37 SOUTH 00°28'43" WEST, A DISTANCE OF 76.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 37; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 37 SOUTH 89°40'39" EAST, A DISTANCE OF 77.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH LEISURE LANE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°28'43" WEST, A DISTANCE OF 391.76 FEET TO THE NORTH BOUNDARY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7472, PAGE 0376 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH AND WEST BOUNDARY LINES OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 89°40'39" WEST, A DISTANCE OF 205.00 FEET; (2) NORTH 00°28'43" EAST, A DISTANCE OF 12.00 FEET; (3) NORTH 89°40'39" WEST, A DISTANCE OF 77.50 FEET; (4) SOUTH 00°28'43" WEST, A DISTANCE OF 126.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 23.6 ACRES MORE OR LESS.

(CLOSES 0.005' I.M.M.)

PRECISION SURVEYING & MAPPING, INC.

CERTIFICATE OF AUTHORIZATION NO. LB-6734

7710 MASSACHUSETTS AVENUE  
 NEW PORT RICHEY, FLORIDA 34653  
 727-841-8414



Jon S. Robbins PSM 4452

Digitally signed by Jon S. Robbins PSM 4452  
 DN: c=US, E=jsr@psmfla.com, CN=Jon S. Robbins  
 PSM 4452  
 Date: 2023.06.26 10:55:25-0400'

WORK ORDER NO: 180109  
 FOR: CITY OF NEW PORT RICHEY  
 DATE OF SKETCH: MAY 8, 2023  
 SHEET 1 OF 3

JON S. ROBBINS DATE  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 4452  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A  
 P.G. N/A

DRAWN BY: J.M.M.  
 CHK'D BY: J.S.R.

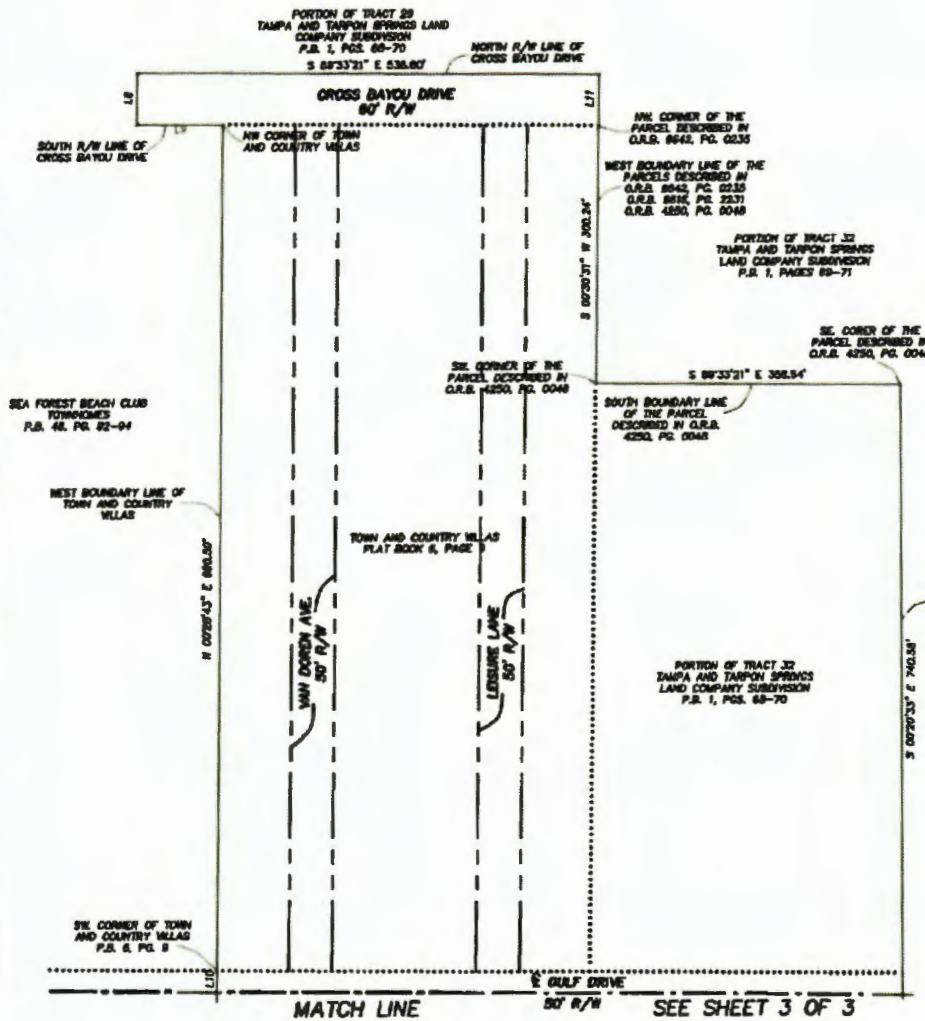
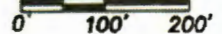
**GENERAL NOTES**

SEC. 8, TWP. 26 S., RNG. 16 E.

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF NORTH 89°40'39" WEST, FOR THE SOUTH BOUNDARY LINE OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.



ASSUMED NORTH



**LEGEND**

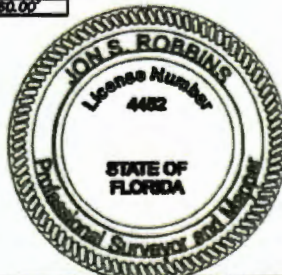
- PG. = PAGE
- RNG. = RANGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- P.B. = PLAT BOOK
- CL = CENTERLINE
- R/W = RIGHT-OF-WAY
- P.O.B. = POINT OF BEGINNING
- O.R.B. = OFFICIAL RECORDS BOOK

**PRECISION SURVEYING & MAPPING, INC.**

CERTIFICATE OF AUTHORIZATION NO. LB-6734

7710 MASSACHUSETTS AVENUE  
 NEW PORT RICHEY, FLORIDA 34653  
 727-841-8414

LINE	BEARING	DISTANCE
12	S 00°28'43" W	180.00'
13	S 89°40'39" E	1101.80'
110	N 00°28'43" E	180.00'
131	S 00°30'51" W	180.00'



Jon S. Robbins PSM 4452

Digitally signed by Jon S. Robbins PSM 4452  
 DN: c=US, e=jsr@psm.com, cn=Jon S. Robbins  
 PSM 4452  
 Date: 2023.08.26 10:54:36-0400

WORK ORDER NO: 180109  
 FOR: CITY OF NEW PORT RICHEY  
 DATE OF SKETCH: MAY 8, 2023  
 SHEET 2 OF 3

JON S. ROBBINS DATE  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 4452  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A  
 P.G. N/A

DRAWN BY: J.M.M.  
 CK'D BY: J.S.R.

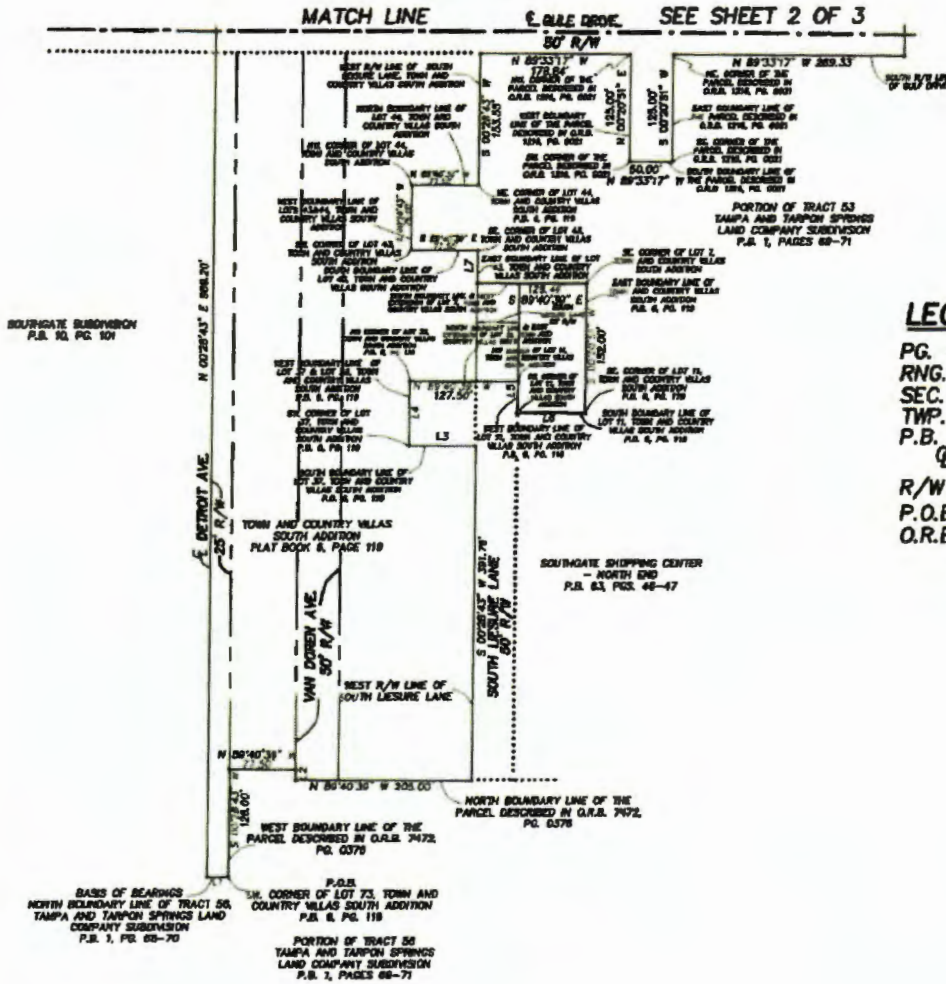
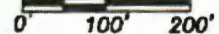
**GENERAL NOTES**

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ASSUMED NORTH



**LEGEND**

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- CL = CENTERLINE
- R/W = RIGHT-OF-WAY
- P.O.B. = POINT OF BEGINNING
- O.R.B. = OFFICIAL RECORDS BOOK

LINE	BEARING	DISTANCE
1	N 89°40'39" W	125.00
2	S 00°28'43" W	112.00
3	N 89°40'39" W	177.50
4	N 00°28'43" W	176.00
5	S 00°28'43" W	156.00
6	N 89°40'39" W	78.00
7	N 00°28'43" W	158.00

**PRECISION SURVEYING & MAPPING, INC.**

CERTIFICATE OF AUTHORIZATION NO. LB-6734  
 7710 MASSACHUSETTS AVENUE  
 NEW PORT RICHEY, FLORIDA 34853  
 727-841-8414



Jon S. Robbins PSM 4452

Digitally signed by Jon S. Robbins PSM 4452  
 DN: C=US, E=jar@psmfa.com, CN=Jon S. Robbins PSM 4452  
 Date: 2023.06.26 10:55:02-04'00'

WORK ORDER NO: 180109  
 FOR: CITY OF NEW PORT RICHEY  
 DATE OF SKETCH: MAY 8, 2023  
 SHEET 3 OF 3

JON S. ROBBINS DATE  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 4452  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A  
 P.G. N/A

DRAWN BY: J.M.M.  
 CHK'D BY: J.S.R.



LAND DEVELOPMENT REVIEW BOARD - MINUTES  
CITY OF NEW PORT RICHEY  
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS  
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA  
October 24, 2024  
2:00 PM

---

Vice-Chairman Don Cadle called the October 24, 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

Don Cadle  
Alan Safranek  
Robert Smallwood  
Dan Maysilles  
Marilyn deChant

Staff in Attendance

Debbie Manns, City Manager  
Lisa Algiere, Senior Planner  
Robert Tefft, Senior Planner  
Chris Bowman

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

**Case: Ordinance 2024-2310 – Land Use Amendment – Villa del Sol**

Lisa Algiere presented the staff report. She informed the board that the applicant was proposing to develop the old hospital site located at Marine Parkway and Grand Boulevard into a residential development. The proposed development would include a mix of apartments and single-family townhomes with amenities. The land use designation requested is Medium Density Residential – 20 which would allow up to 20 dwelling units per acre.

Ms. Algiere informed the board that DRC had reviewed the request and found that it is consistent with the City's Comprehensive Plan.

One resident, located at 5017 Overlook Drive, did speak in opposition to the request. She stated that there would be an increase in traffic and additional run-off. She said the project would change her way of life.

Ms. Debbie Manns informed the board that she had been working with the developer for two years on this project and that it would be catalytic to the area. The board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use amendment to MDR-20. Mr. Smallwood seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

**Case: Ordinance 2024-2311 – Rezoning – Villa del Sol**

Ms. Algieri presented the staff report. She informed the board that the applicant is requesting a rezoning to Planned Development District to allow up to 473 dwelling units as a mix of apartments and single-family townhomes. She also presented the site plan and the development standards for this project.

The board members discussed the architectural style and the merits of the project. Mr. Smallwood made a motion to recommend approval of the rezoning to Planned Development District. Mr. Safranek seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

**Case: Ordinance 2024-2305 – Moratorium**

Ms. Algieri informed the board that the City recently annexed multiple properties into the City that are located in an enclave along US Highway 19, Gulf Boulevard, Leisure Lane and Van Doren Avenue. She also informed the board that Florida Statute requires cities to designate land uses and zoning districts to newly annexed properties.

In order to give staff adequate time to process the land use amendments and rezoning a moratorium on building permits for new construction would be appropriate.

The board discussed permits for existing homes. Ms. Algieri informed the board that the city would issue building permits for maintenance and repair of existing homes.

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

**Case: Ordinance 2024-2308 – Land Use Amendment – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to designate the land use as Highway Commercial to be consistent with all other properties located along US Highway 19.

Mr. Maysilles made a motion to recommend approval of the land use designation to Highway Commercial. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.



**Case: Ordinance 2024-2309 – Rezoning – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the area is currently zoned C-2 and Mobile Home in Pasco County and the request is to rezone to Highway Commercial to be consistent with the surrounding area.

The board asked if there would be any negative impact on existing businesses and Ms. Manns informed them that there would be none. Mr. Maysilles made a motion to recommend approval of the rezoning to Highway Commercial. Mr. Safranek seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2306 – Land Use Amendment – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to amend the land use to Medium Density Residential – 20. This residential land use is consistent with policies of the City’s Comprehensive Plan.

Board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use designation of Medium Density Residential – 20. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2307 – Rezoning – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to rezone the properties to R-4 Coastal Cottage. The lots are small and meet the city’s development standards for R-4. The current zoning is Pasco Residential Mobile Home.

Ms. Joann Neal from Sea Forest Beach Club spoke in favor of the request. She asked if any of the residents would be displaced. She was informed that existing homes not damaged from the recent hurricanes would be considered non-conforming and could remain. Ms. Latoya Brown, a resident in the subject neighborhood, was in favor of the rezoning.

Ms. Debbie Manns informed the board that the city would make infrastructure improvements to the neighborhood including sewer, sidewalks, parks and new roads. She also informed them that the rezoning would encourage new development that would be a benefit to the community.

Board members discussed the merits of the request and asked about the Habitat of Humanity homes. They were informed that Habitat for Humanity still owned several lots in the neighborhood.

Mr. Smallwood made a motion to recommend approval of the rezoning to R-4 Coastal Cottage. Mr. Maysilles 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:** 11/19/2024  
**RE:** Second Reading, Ordinance No. 2024-2306: Small Scale Amendment of the Future Land Use Map of the City's Comprehensive Plan (5.29 Acres)

## REQUEST:

The request is for City Council to conduct a second and final reading of an ordinance to amend the Future Land Use Map for 5.29 acres of property located at the northwest corner of US Highway 19 and Gulf Drive, and along Leisure Lane that was recently annexed into the City through an Interlocal Agreement with Pasco County.

## DISCUSSION:

As Council will recall, the City entered into an Interlocal Agreement with Pasco County to annex the subject property into the corporate limits of New Port Richey effective as of October 1, 2024. As required by Florida Statutes, the City must assign an appropriate Land Use for the property.

The subject property currently has a Pasco County Land Use Designation of Retail/Office/Residential (ROR). The area consists of commercially developed and vacant lots along US Highway 19 and Gulf Drive. It is surrounded by commercial development on three sides and mobile homes on the other side. The highest and best designation that the City has would be commercial as it is primarily surrounded by commercial development and is situated along US Highway 19, a major road.

The City is proposing to amend the Future Land Use Map to designate the subject properties as Highway Commercial. This will allow continued economic development and orderly commercial growth.

## Compatibility with Comprehensive Plan

The proposal is consistent with the following Goals, Objectives, and Policies of the City's adopted Comprehensive Plan:

- FLU 1 To promote compatible land uses which will maximize, enhance and preserve New Port Richey's unique and attractive characteristics in a manner consistent with the economic, physical, ecological and social needs, capabilities and desires of the community.
- FLU 1.3.2 The City shall promote commercial development that serves to maintain or enhance the economic health of the City, and to increase job opportunities, per capita income and convenience for residents.
- FLU 1.3.3 Commercial land uses shall be located in a manner which ensure the compatibility with the type and scale of surrounding land uses and where existing or programmed public facilities shall not be overburdened.

## Planning Review

The proposed Future Land Use Map Amendment is a necessary step in the annexation of the subject properties. The approval of the amendment will enable the rezoning of the site, and facilitate its growth and redevelopment as an attractive and engaging development that will continue to further the goals of the city.

The Land Development Review Board reviewed this matter at its regular meeting on October 24, 2024 and recommended that a Future Land Use Map amendment from Pasco County Retail/Office/Residential (ROR) to Highway Commercial (HC) would be consistent with the City's Comprehensive Plan and Future Land Use Map.

## RECOMMENDATION:

Staff recommends that City Council conduct the second and final reading as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

	Description	Type
▣	Ordinance No. 2024-2306: Small Scale Amendment of the Future Land Use Map of the City's Comprehensive Plan (5.29 Acres)	Ordinance
▣	LDRB Draft Minutes - October 24, 2024	Backup Material

**ORDINANCE NO. 2024-2306**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See Exhibit "A" attached hereto.

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

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

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

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

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

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

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

**ATTEST:**

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

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

(Seal)

APPROVED AS TO LEGAL FORM AND CONTENT

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

# EXHIBIT A

## GENERAL DESCRIPTION AND MAP

### PARCEL 1

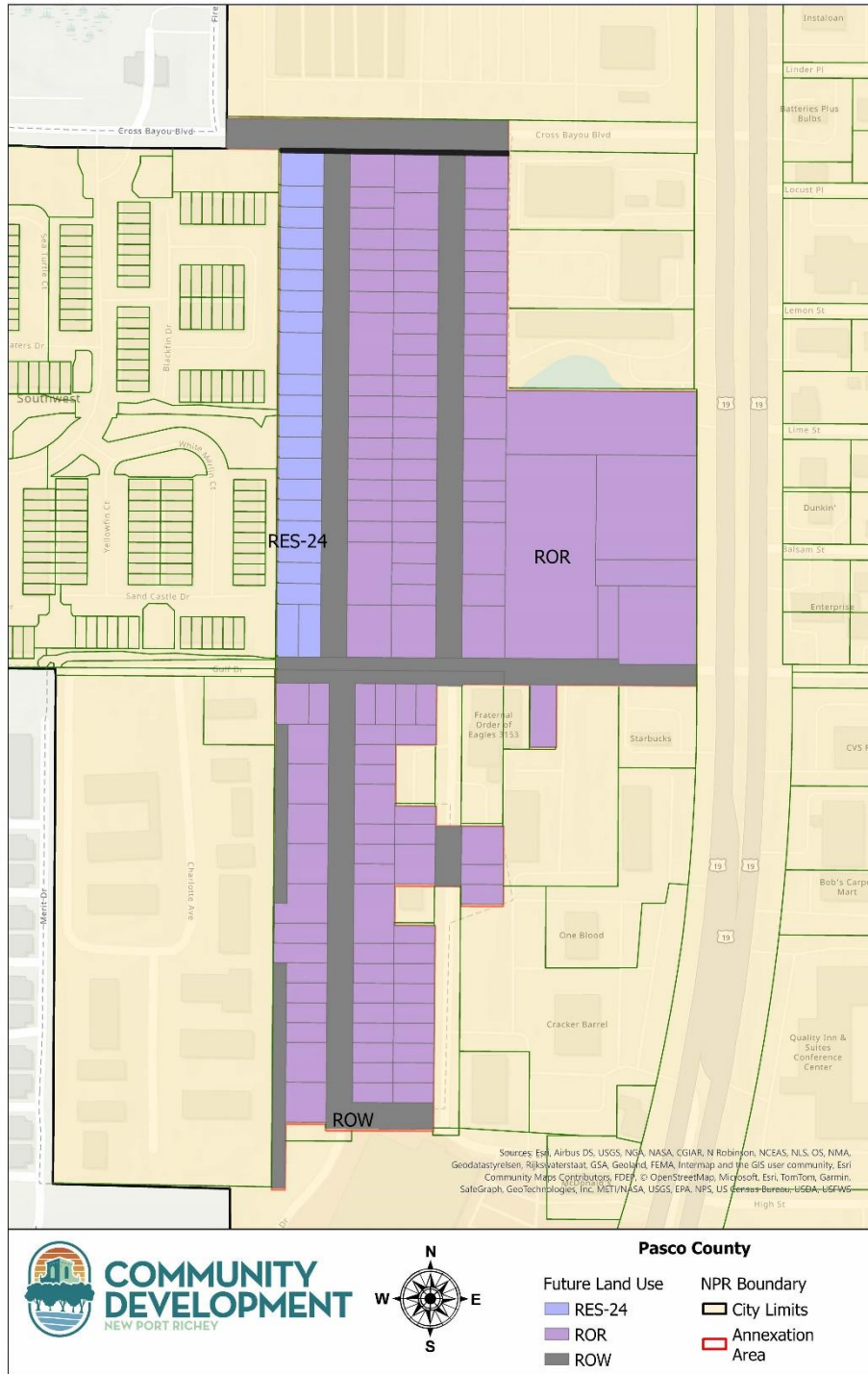
TOWN AND COUNTRY VILLAS PB 6 PG 9 LOTS 1 THROUGH 96 INCLUSIVE AS RECORDED WITH THE CLERK OF COURTS, PASCO COUNTY, FLORIDA

### PARCEL 2

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



# Exhibit B Future Land Use Map







LAND DEVELOPMENT REVIEW BOARD - MINUTES  
CITY OF NEW PORT RICHEY  
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS  
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA  
October 24, 2024  
2:00 PM

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Dr. Cadle led the pledge of allegiance.

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

Members in Attendance

Don Cadle  
Alan Safranek  
Robert Smallwood  
Dan Maysilles  
Marilyn deChant

Staff in Attendance

Debbie Manns, City Manager  
Lisa Algieri, Senior Planner  
Robert Tefft, Senior Planner  
Chris Bowman

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

**Case: Ordinance 2024-2310 – Land Use Amendment – Villa del Sol**

Lisa Algieri presented the staff report. She informed the board that the applicant was proposing to develop the old hospital site located at Marine Parkway and Grand Boulevard into a residential development. The proposed development would include a mix of apartments and single-family townhomes with amenities. The land use designation requested is Medium Density Residential – 20 which would allow up to 20 dwelling units per acre.

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Ms. Debbie Manns informed the board that she had been working with the developer for two years on this project and that it would be catalytic to the area. The board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use amendment to MDR-20. Mr. Smallwood seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

**Case: Ordinance 2024-2311 – Rezoning – Villa del Sol**

Ms. Algieri presented the staff report. She informed the board that the applicant is requesting a rezoning to Planned Development District to allow up to 473 dwelling units as a mix of apartments and single-family townhomes. She also presented the site plan and the development standards for this project.

The board members discussed the architectural style and the merits of the project. Mr. Smallwood made a motion to recommend approval of the rezoning to Planned Development District. Mr. Safranek seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

**Case: Ordinance 2024-2305 – Moratorium**

Ms. Algieri informed the board that the City recently annexed multiple properties into the City that are located in an enclave along US Highway 19, Gulf Boulevard, Leisure Lane and Van Doren Avenue. She also informed the board that Florida Statute requires cities to designate land uses and zoning districts to newly annexed properties.

In order to give staff adequate time to process the land use amendments and rezoning a moratorium on building permits for new construction would be appropriate.

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

**Case: Ordinance 2024-2308 – Land Use Amendment – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to designate the land use as Highway Commercial to be consistent with all other properties located along US Highway 19.

Mr. Maysilles made a motion to recommend approval of the land use designation to Highway Commercial. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2309 – Rezoning – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the area is currently zoned C-2 and Mobile Home in Pasco County and the request is to rezone to Highway Commercial to be consistent with the surrounding area.

The board asked if there would be any negative impact on existing businesses and Ms. Manns informed them that there would be none. Mr. Maysilles made a motion to recommend approval of the rezoning to Highway Commercial. Mr. Safranek seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2306 – Land Use Amendment – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to amend the land use to Medium Density Residential – 20. This residential land use is consistent with policies of the City’s Comprehensive Plan.

Board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use designation of Medium Density Residential – 20. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2307 – Rezoning – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to rezone the properties to R-4 Coastal Cottage. The lots are small and meet the city’s development standards for R-4. The current zoning is Pasco Residential Mobile Home.

Ms. Joann Neal from Sea Forest Beach Club spoke in favor of the request. She asked if any of the residents would be displaced. She was informed that existing homes not damaged from the recent hurricanes would be considered non-conforming and could remain. Ms. Latoya Brown, a resident in the subject neighborhood, was in favor of the rezoning.

Ms. Debbie Manns informed the board that the city would make infrastructure improvements to the neighborhood including sewer, sidewalks, parks and new roads. She also informed them that the rezoning would encourage new development that would be a benefit to the community.

Board members discussed the merits of the request and asked about the Habitat of Humanity homes. They were informed that Habitat for Humanity still owned several lots in the neighborhood.

Mr. Smallwood made a motion to recommend approval of the rezoning to R-4 Coastal Cottage. Mr. Maysilles 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:** 11/19/2024  
**RE:** Second Reading, Ordinance No. 2024-2307: Rezoning of 5.29 Acres of Property from Pasco County Mobile Home and C-2 to Highway Commercial

## REQUEST:

The request is for City Council to conduct a second and final reading of an ordinance to rezone approximately 5.29 acres of property located at the northwest corner of US Highway 19 and Gulf Drive, along Leisure Lane from Pasco County Mobile Home and C-2 to the City's designation of Highway Commercial.

## DISCUSSION:

The subject properties are currently zoned Pasco County Residential Mobile Home and C-2 General Commercial. The properties are located at the northwest corner of US Highway 19 and Gulf Drive and two properties are located along Leisure Lane. The existing land use consists of commercial and vacant land. The surrounding area to the north, east and south is commercially developed and the area to the west is residential with mobile homes.

The existing commercial and the vacant properties are suitable for Highway Commercial permitted uses as US Highway 19 and Gulf Boulevard is already developed with commercial uses.

The City is proposing to rezone the property from Pasco County Residential Mobile Home and C-2 General Commercial to Highway Commercial. Existing structures will remain and any new development will be consistent with the requirements of Highway Commercial.

The proposal is consistent with the following Goals, Objectives, and Policies of the City's adopted Comprehensive Plan:

- FLU 1 To promote compatible land uses which will maximize, enhance and preserve New Port Richey's unique and attractive characteristics in a manner consistent with the economic, physical, ecological and social needs, capabilities and desires of the community.
- FLU 1.3.2 The City shall promote commercial development that serves to maintain or enhance the economic health of the City, and to increase job opportunities, per capita income and convenience for residents.
- FLU 1.3.3 Commercial land uses shall be located in a manner which ensure the compatibility with the type and scale of surrounding land uses and where existing or programmed public facilities shall not be overburdened.

Pursuant to Section 4.02.01(A)(5) of the Land Development Code (LDC), the City of New Port Richey requires concurrency review and determination with all rezoning applications. However, as per LDC Section 4.02.02(2), projects developed on sites having existing development may be deemed concurrent if the owner/developer provides satisfactory proof to the City Manager or designee that the new development will not have an increased impact on the provision of public facilities and services to that which the prior development had at the time of the adoption of the land development code.

Based upon a moratorium being issued for the subject property and the City's plans to upgrade the infrastructure, the site has been deemed to be concurrent by the City Manager.

Pursuant to LDC Section 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:

1. Whether the proposed zoning district is one 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 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 changes 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.*

The annexation of the subject property presents an opportunity for the City to encourage redevelopment of an area that is substandard and to encourage development that is consistent with the City's standards. The zoning to Highway Commercial will bring the properties consistent with the surrounding properties and promote economic development and orderly commercial growth. The rezoning is not premature since Florida Statutes require annexed property to be given a land use and zoning designation.

The rezoning promotes the public health, safety and welfare as appropriate uses compatible with the surrounding area will be developed appropriately as infrastructure is improved.

Accordingly, based upon the above, positive findings can be made with regard to these criteria.

The Land Development Review Board reviewed this matter at their regular meeting on October 24, 2024 and recommended that a Zoning Map amendment from Pasco County Residential Mobile Home and C-2 General Commercial to Highway Commercial would be consistent with the City's Comprehensive Plan and Future Land Use Map.

**RECOMMENDATION:**

Staff recommends that City Council conduct the second and final reading as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

	Description	Type
□	Ordinance No. 2024-2307: Rezoning of 5.29 Acres of Property from Pasco County Mobile Home and C-2 to Highway Commercial	Ordinance
□	LDRB Draft Minutes - October 24, 2024	Backup Material

**ORDINANCE NO. 2024-2307**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See Exhibit “A” attached hereto.

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

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

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

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

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

**ATTEST:**

**CITY OF NEW PORT RICHEY, FLORIDA**

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

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

(SEAL)

**APPROVED AS TO LEGAL FORM AND CONTENT**

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



# EXHIBIT A GENERAL DESCRIPTION AND MAP

## PARCEL 1

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

## PARCEL 2

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





LAND DEVELOPMENT REVIEW BOARD - MINUTES  
CITY OF NEW PORT RICHEY  
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS  
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA  
October 24, 2024  
2:00 PM

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Vice-Chairman Don Cadle called the October 24, 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

Don Cadle  
Alan Safranek  
Robert Smallwood  
Dan Maysilles  
Marilyn deChant

Staff in Attendance

Debbie Manns, City Manager  
Lisa Algiere, Senior Planner  
Robert Tefft, Senior Planner  
Chris Bowman

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

**Case: Ordinance 2024-2310 – Land Use Amendment – Villa del Sol**

Lisa Algiere presented the staff report. She informed the board that the applicant was proposing to develop the old hospital site located at Marine Parkway and Grand Boulevard into a residential development. The proposed development would include a mix of apartments and single-family townhomes with amenities. The land use designation requested is Medium Density Residential – 20 which would allow up to 20 dwelling units per acre.

Ms. Algiere informed the board that DRC had reviewed the request and found that it is consistent with the City's Comprehensive Plan.

One resident, located at 5017 Overlook Drive, did speak in opposition to the request. She stated that there would be an increase in traffic and additional run-off. She said the project would change her way of life.

Ms. Debbie Manns informed the board that she had been working with the developer for two years on this project and that it would be catalytic to the area. The board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use amendment to MDR-20. Mr. Smallwood seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

**Case: Ordinance 2024-2311 – Rezoning – Villa del Sol**

Ms. Algieri presented the staff report. She informed the board that the applicant is requesting a rezoning to Planned Development District to allow up to 473 dwelling units as a mix of apartments and single-family townhomes. She also presented the site plan and the development standards for this project.

The board members discussed the architectural style and the merits of the project. Mr. Smallwood made a motion to recommend approval of the rezoning to Planned Development District. Mr. Safranek seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

**Case: Ordinance 2024-2305 – Moratorium**

Ms. Algieri informed the board that the City recently annexed multiple properties into the City that are located in an enclave along US Highway 19, Gulf Boulevard, Leisure Lane and Van Doren Avenue. She also informed the board that Florida Statute requires cities to designate land uses and zoning districts to newly annexed properties.

In order to give staff adequate time to process the land use amendments and rezoning a moratorium on building permits for new construction would be appropriate.

The board discussed permits for existing homes. Ms. Algieri informed the board that the city would issue building permits for maintenance and repair of existing homes.

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

**Case: Ordinance 2024-2308 – Land Use Amendment – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to designate the land use as Highway Commercial to be consistent with all other properties located along US Highway 19.

Mr. Maysilles made a motion to recommend approval of the land use designation to Highway Commercial. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2309 – Rezoning – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the area is currently zoned C-2 and Mobile Home in Pasco County and the request is to rezone to Highway Commercial to be consistent with the surrounding area.

The board asked if there would be any negative impact on existing businesses and Ms. Manns informed them that there would be none. Mr. Maysilles made a motion to recommend approval of the rezoning to Highway Commercial. Mr. Safranek seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2306 – Land Use Amendment – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to amend the land use to Medium Density Residential – 20. This residential land use is consistent with policies of the City’s Comprehensive Plan.

Board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use designation of Medium Density Residential – 20. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2307 – Rezoning – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to rezone the properties to R-4 Coastal Cottage. The lots are small and meet the city’s development standards for R-4. The current zoning is Pasco Residential Mobile Home.

Ms. Joann Neal from Sea Forest Beach Club spoke in favor of the request. She asked if any of the residents would be displaced. She was informed that existing homes not damaged from the recent hurricanes would be considered non-conforming and could remain. Ms. Latoya Brown, a resident in the subject neighborhood, was in favor of the rezoning.

Ms. Debbie Manns informed the board that the city would make infrastructure improvements to the neighborhood including sewer, sidewalks, parks and new roads. She also informed them that the rezoning would encourage new development that would be a benefit to the community.

Board members discussed the merits of the request and asked about the Habitat of Humanity homes. They were informed that Habitat for Humanity still owned several lots in the neighborhood.

Mr. Smallwood made a motion to recommend approval of the rezoning to R-4 Coastal Cottage. Mr. Maysilles 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:** 11/19/2024  
**RE:** Second Reading, Ordinance No. 2024-2308: Small Scale Amendment of the Future Land Use Map of the City's Comprehensive Plan (16 Acres)

## REQUEST:

The request is for City Council to conduct a second and final reading of an ordinance to amend the Future Land Use Map for approximately 16 acres of property located along Leisure Lane and Van Doren Avenue that was recently annexed into the City through an Interlocal Agreement with Pasco County.

## DISCUSSION:

As Council will recall, the City entered into an Interlocal Agreement with Pasco County to annex the subject property into the corporate limits of New Port Richey effective as of October 1, 2024. As required by Florida Statutes, the City must assign an appropriate Land Use for the property.

The subject property currently has two Pasco County Land Use designations of Pasco County Retail/Office/Residential (ROR) and Pasco County Residential-24.

The area consists of multiple small lots along two roads in a rectangular arrangement. It is situated between multifamily residential and commercial. Since it has multiple owners the highest and best use is single family residential or if sufficient lots could be assembled a multifamily development would be appropriate.

The City is proposing to amend the Future Land Use Map to designate the subject properties as Medium Density Residential-20. This will allow construction of single-family homes or if sufficient properties are assembled a multifamily development.

The proposal is consistent with the following Goals, Objectives, and Policies of the City's adopted Comprehensive Plan:

- FLU 1 To promote compatible land uses which will maximize, enhance and preserve New Port Richey's unique and attractive characteristics in a manner consistent with the economic, physical, ecological and social needs, capabilities and desires of the community.
- FLU 1.1.4 The City shall promote the efficient use of natural resources and public facilities and services by encouraging the use of innovative land development techniques such as planned developments, clustering of land uses and mixed-use development.
- FLU 1.2 Maintain the integrity and quality of life, in existing residential areas through decision making that promotes traditional neighborhood development, family-orientation and "small town" character.
- 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 1.4.6 The City shall promote land use patterns that maximize investments in public facilities and services (e.g., maintaining planned land use intensities adjacent to Public Transit Corridors).

The proposed Future Land Use Map Amendment is a necessary step in the annexation of the subject properties. The approval of the amendment will enable the rezoning of the site, and facilitate its growth and redevelopment as an attractive and engaging development that will continue to further the goals of the city.

The Land Development Review Board reviewed this matter at their regular meeting on October 24, 2024 and recommended that a Future Land Use Map amendment from Pasco County Retail/Office/Residential (ROR) and Pasco County Residential-24 to Medium Density Residential-20 (MDR-20) to MDR-20 would be consistent with the City's Comprehensive Plan and Future Land Use Map.

**RECOMMENDATION:**

Staff recommends that City Council conduct the second and final reading as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

	Description	Type
▣	Ordinance No. 2024-2308: Small Scale Amendment of the Future Land Use Map of the City's Comprehensive Plan (16 Acres)	Ordinance
▣	LDRB Draft Minutes - October 24, 2024	Backup Material

**ORDINANCE NO. 2024-2308**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See Exhibit "A" attached hereto.

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

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

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

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



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

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

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

**ATTEST:**

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

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

(Seal)

APPROVED AS TO LEGAL FORM AND CONTENT

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

# EXHIBIT A

## GENERAL DESCRIPTION AND MAP

### PARCEL 1

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

### PARCEL 2

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

### PARCEL 3

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

PARCEL 8

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

PARCEL 9

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

PARCEL 10

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



# Exhibit B

## Future Land Use Map





LAND DEVELOPMENT REVIEW BOARD - MINUTES  
CITY OF NEW PORT RICHEY  
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS  
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA  
October 24, 2024  
2:00 PM

---

Vice-Chairman Don Cadle called the October 24, 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

Don Cadle  
Alan Safranek  
Robert Smallwood  
Dan Maysilles  
Marilyn deChant

Staff in Attendance

Debbie Manns, City Manager  
Lisa Algiere, Senior Planner  
Robert Tefft, Senior Planner  
Chris Bowman

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

**Case: Ordinance 2024-2310 – Land Use Amendment – Villa del Sol**

Lisa Algiere presented the staff report. She informed the board that the applicant was proposing to develop the old hospital site located at Marine Parkway and Grand Boulevard into a residential development. The proposed development would include a mix of apartments and single-family townhomes with amenities. The land use designation requested is Medium Density Residential – 20 which would allow up to 20 dwelling units per acre.

Ms. Algiere informed the board that DRC had reviewed the request and found that it is consistent with the City's Comprehensive Plan.

One resident, located at 5017 Overlook Drive, did speak in opposition to the request. She stated that there would be an increase in traffic and additional run-off. She said the project would change her way of life.

Ms. Debbie Manns informed the board that she had been working with the developer for two years on this project and that it would be catalytic to the area. The board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use amendment to MDR-20. Mr. Smallwood seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

**Case: Ordinance 2024-2311 – Rezoning – Villa del Sol**

Ms. Algieri presented the staff report. She informed the board that the applicant is requesting a rezoning to Planned Development District to allow up to 473 dwelling units as a mix of apartments and single-family townhomes. She also presented the site plan and the development standards for this project.

The board members discussed the architectural style and the merits of the project. Mr. Smallwood made a motion to recommend approval of the rezoning to Planned Development District. Mr. Safranek seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

**Case: Ordinance 2024-2305 – Moratorium**

Ms. Algieri informed the board that the City recently annexed multiple properties into the City that are located in an enclave along US Highway 19, Gulf Boulevard, Leisure Lane and Van Doren Avenue. She also informed the board that Florida Statute requires cities to designate land uses and zoning districts to newly annexed properties.

In order to give staff adequate time to process the land use amendments and rezoning a moratorium on building permits for new construction would be appropriate.

The board discussed permits for existing homes. Ms. Algieri informed the board that the city would issue building permits for maintenance and repair of existing homes.

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

**Case: Ordinance 2024-2308 – Land Use Amendment – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to designate the land use as Highway Commercial to be consistent with all other properties located along US Highway 19.

Mr. Maysilles made a motion to recommend approval of the land use designation to Highway Commercial. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2309 – Rezoning – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the area is currently zoned C-2 and Mobile Home in Pasco County and the request is to rezone to Highway Commercial to be consistent with the surrounding area.

The board asked if there would be any negative impact on existing businesses and Ms. Manns informed them that there would be none. Mr. Maysilles made a motion to recommend approval of the rezoning to Highway Commercial. Mr. Safranek seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2306 – Land Use Amendment – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to amend the land use to Medium Density Residential – 20. This residential land use is consistent with policies of the City’s Comprehensive Plan.

Board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use designation of Medium Density Residential – 20. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2307 – Rezoning – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to rezone the properties to R-4 Coastal Cottage. The lots are small and meet the city’s development standards for R-4. The current zoning is Pasco Residential Mobile Home.

Ms. Joann Neal from Sea Forest Beach Club spoke in favor of the request. She asked if any of the residents would be displaced. She was informed that existing homes not damaged from the recent hurricanes would be considered non-conforming and could remain. Ms. Latoya Brown, a resident in the subject neighborhood, was in favor of the rezoning.

Ms. Debbie Manns informed the board that the city would make infrastructure improvements to the neighborhood including sewer, sidewalks, parks and new roads. She also informed them that the rezoning would encourage new development that would be a benefit to the community.

Board members discussed the merits of the request and asked about the Habitat of Humanity homes. They were informed that Habitat for Humanity still owned several lots in the neighborhood.

Mr. Smallwood made a motion to recommend approval of the rezoning to R-4 Coastal Cottage. Mr. Maysilles 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:** 11/19/2024  
**RE:** Second Reading, Ordinance No. 2024-2309: Rezoning of 16 Acres of Property from Pasco County Residential Mobile Home to R-4 Coastal Cottage

## REQUEST:

The request is for City Council to conduct a second and final reading of an ordinance to rezone approximately 16 acres of property located along Leisure Lane and Van Doren Avenue from from Pasco County Residential Mobile Home to R-4 Coastal Cottage.

## DISCUSSION:

The subject properties are currently zoned Pasco County Residential Mobile Home. The properties lie along Leisure Lane and Van Doren Drive in a linear fashion. There is a mix of single-family homes, mobile homes and vacant lots. The surrounding area to the north, east and south is commercially developed and the area to the west is developed as multifamily.

Many of the lots in the subject properties do not meet the City's minimum lot size standard for residential lots. The City recently added a new zoning district, R-4 Coastal Cottage, that will allow homes to be built on small lots.

The City of New Port Richey is proposing to rezone the property from Pasco County Residential Mobile Home to R-4 Coastal Cottage. All new construction will be single-family homes that will meet the current building codes and FEMA requirements.

The proposal is consistent with the following Goals, Objectives, and Policies of the City's adopted Comprehensive Plan:

- FLU 1 To promote compatible land uses which will maximize, enhance and preserve New Port Richey's unique and attractive characteristics in a manner consistent with the economic, physical, ecological and social needs, capabilities and desires of the community.
- FLU 1.2 Maintain the integrity and quality of life, in existing residential areas through decision making that promotes traditional neighborhood development, family-orientation and "small town" character.
- FLU 1.2.2 The City shall encourage a balanced land use mix providing for a variety of housing styles, densities and open space.
- 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.
- FLU 1.2.7 The City shall discourage the development or redevelopment of mobile homes in areas within flood zones, especially where dwelling units are not raised and supported above flood elevation.

Pursuant to Land Development Code (LDC) Section 4.02.01(A)(5), the City of New Port Richey requires concurrency review and determination with all rezoning applications. However, as per LDC Section 4.02.02(2), projects developed on sites having existing development may be deemed concurrent if the owner/developer provides satisfactory proof to the City Manager or designee that the new development will not have an increased impact on the provision of public facilities and services to that which the prior development had at the time of the adoption of the land development code.

Based upon the City's plans to upgrade the infrastructure, the site has been deemed to be concurrent by the City Manager.

Pursuant to LDC Section 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:

1. Whether the proposed zoning district is one 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 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.*

The annexation of the subject property presents an opportunity to the City to encourage redevelopment of an area that is in need of reinvestment and to encourage development that is consistent with the City's standards by providing suitable public meetings. In addition, the zoning to R-4 Coastal Cottage will create a transition between commercial and multifamily residential in both scale and intensity. The rezoning is not premature since Florida Statutes require annexed property to be given a land use and zoning designation.

The rezoning promotes the public health, safety and welfare as appropriate homes can be built on small lots that will connect to improved infrastructure.

Accordingly, based upon the above, positive findings can be made with regard to these criteria.

The Land Development Review Board reviewed this matter at their regular meeting on October 24, 2024 and recommended that a Zoning Map amendment from Pasco County Residential Mobile Home to R-4 Coastal Cottage would be consistent with the City's Comprehensive Plan and Future Land Use Map.

**RECOMMENDATION:**

Staff recommends that City Council conduct the second and final reading as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No. 2024-2309: Rezoning of 16 Acres of Property from Pasco County Residential Mobile Home to R-4 Coastal Cottage	Ordinance
<input type="checkbox"/> LDRB Draft Minutes - October 24, 2024	Backup Material

**ORDINANCE NO. 2024-2309**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See Exhibit “A” attached hereto.

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

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

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

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

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

**ATTEST:**

**CITY OF NEW PORT RICHEY, FLORIDA**

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

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

(SEAL)

**APPROVED AS TO LEGAL FORM AND CONTENT**

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

## EXHIBIT A GENERAL DESCRIPTION AND MAP

### PARCEL 1

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

### PARCEL 2

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

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PARCEL 8

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

PARCEL 9

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

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







LAND DEVELOPMENT REVIEW BOARD - MINUTES  
CITY OF NEW PORT RICHEY  
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS  
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA  
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Mr. Maysilles made a motion to approve the minutes as presented. Mr. Safranek seconded the motion. The motion was approved unanimously.

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Lisa Algiere presented the staff report. She informed the board that the applicant was proposing to develop the old hospital site located at Marine Parkway and Grand Boulevard into a residential development. The proposed development would include a mix of apartments and single-family townhomes with amenities. The land use designation requested is Medium Density Residential – 20 which would allow up to 20 dwelling units per acre.

Ms. Algiere informed the board that DRC had reviewed the request and found that it is consistent with the City's Comprehensive Plan.

One resident, located at 5017 Overlook Drive, did speak in opposition to the request. She stated that there would be an increase in traffic and additional run-off. She said the project would change her way of life.

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The board members discussed the architectural style and the merits of the project. Mr. Smallwood made a motion to recommend approval of the rezoning to Planned Development District. Mr. Safranek seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

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In order to give staff adequate time to process the land use amendments and rezoning a moratorium on building permits for new construction would be appropriate.

The board discussed permits for existing homes. Ms. Algieri informed the board that the city would issue building permits for maintenance and repair of existing homes.

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

**Case: Ordinance 2024-2308 – Land Use Amendment – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to designate the land use as Highway Commercial to be consistent with all other properties located along US Highway 19.

Mr. Maysilles made a motion to recommend approval of the land use designation to Highway Commercial. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2309 – Rezoning – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the area is currently zoned C-2 and Mobile Home in Pasco County and the request is to rezone to Highway Commercial to be consistent with the surrounding area.

The board asked if there would be any negative impact on existing businesses and Ms. Manns informed them that there would be none. Mr. Maysilles made a motion to recommend approval of the rezoning to Highway Commercial. Mr. Safranek seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2306 – Land Use Amendment – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to amend the land use to Medium Density Residential – 20. This residential land use is consistent with policies of the City’s Comprehensive Plan.

Board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use designation of Medium Density Residential – 20. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2307 – Rezoning – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to rezone the properties to R-4 Coastal Cottage. The lots are small and meet the city’s development standards for R-4. The current zoning is Pasco Residential Mobile Home.

Ms. Joann Neal from Sea Forest Beach Club spoke in favor of the request. She asked if any of the residents would be displaced. She was informed that existing homes not damaged from the recent hurricanes would be considered non-conforming and could remain. Ms. Latoya Brown, a resident in the subject neighborhood, was in favor of the rezoning.

Ms. Debbie Manns informed the board that the city would make infrastructure improvements to the neighborhood including sewer, sidewalks, parks and new roads. She also informed them that the rezoning would encourage new development that would be a benefit to the community.

Board members discussed the merits of the request and asked about the Habitat of Humanity homes. They were informed that Habitat for Humanity still owned several lots in the neighborhood.

Mr. Smallwood made a motion to recommend approval of the rezoning to R-4 Coastal Cottage. Mr. Maysilles 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:** 11/19/2024  
**RE:** Second Reading, Ordinance No. 2024-2310: Small Scale Amendment of the Future Land Use Map of the City's Comprehensive Plan (23.69 Acres)

## REQUEST:

The request is for City Council to conduct a second and final reading of an ordinance to amend the Future Land Use Map for 23.69 acres of property located on the north and south sides of Marine Parkway east of Grand Boulevard from Residential/Office (R/O) and Public/Semi-Public (P/SP) to Medium Density Residential-20 (MDR-20).

## DISCUSSION:

The subject development site is generally located at the northeast corner of Grand Boulevard and Ridgewood Drive. The site includes numerous parcels consisting of buildings, parking lots, and vacant land which previously comprised the former Community Hospital of New Port Richey which was demolished in 2016.

The applicant is requesting to amend the Future Land Use Map to MDR-20 which would enable the rezoning of the same parcels to Planned Development District (PDD) via companion application REZ-24-08-0013. These amendments would facilitate the future development of the site with single-family attached homes and apartments along with their related amenities.

The proposal is consistent with the following Goals, Objectives, and Policies of the City's adopted Comprehensive Plan:

- FLU 1 To promote compatible land uses which will maximize, enhance and preserve New Port Richey's unique and attractive characteristics in a manner consistent with the economic, physical, ecological and social needs, capabilities and desires of the community.
- FLU 1.1.4 The City shall promote the efficient use of natural resources and public facilities and services by encouraging the use of innovative land development techniques such as planned developments, clustering of land uses and mixed-use development.
- FLU 1.2 Maintain the integrity and quality of life, in existing residential areas through decision making that promotes traditional neighborhood development, family-orientation and "small town" character.
- 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 1.4.6 The City shall promote land use patterns that maximize investments in public facilities and services (e.g., maintaining planned land use intensities adjacent to Public Transit Corridors).

The proposed Future Land Use Map Amendment is a necessary step in the redevelopment of the former Community Hospital site. The approval of the amendment will enable the rezoning of the site, and facilitate its redevelopment as an attractive and engaging planned development that will continue to further the goals of the city.

The Land Development Review Board reviewed this matter at their regular meeting on October 24, 2024 and recommended that a Future Land Use Map amendment from R/O and P/SP to MDR-20 would be consistent with the City's Comprehensive Plan and Future Land Use Map.

## RECOMMENDATION:

Staff recommends that City Council conduct the second and final reading as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

	Description	Type
▣	Ordinance No. 2024-2310: Small Scale Amendment of the Future Land Use Map of the City's Comprehensive Plan (23.69 Acres)	Ordinance
▣	LDRB Draft Minutes - October 24, 2024	Backup Material

**ORDINANCE NO. 2024-2310**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR A SMALL-SCALE AMENDMENT OF THE FUTURE LAND USE MAP OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR A CHANGE IN THE LAND USE DESIGNATION FOR APPROXIMATELY 23.69 ACRES OF PROPERTY, GENERALLY LOCATED ALONG THE NORTH AND SOUTH SIDES OF MARINE PARKWAY EAST OF GRAND BOULEVARD, AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT "A" AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE AMENDMENT OF THE LAND USE DESIGNATION FOR SAID PROPERTY FROM RESIDENTIAL/OFFICE AND PUBLIC/SEMI-PUBLIC TO MEDIUM DENSITY RESIDENTIAL - 20; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

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

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

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

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

**WHEREAS**, the Development Department has prepared a staff report concluding the Small-Scale FLUM application is not in conformance with state and local requirements and recommending the LDRB forward a recommendation to the City Council that the Ordinance adopting the Small-Scale FLUM application be approved;

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

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

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

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

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

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

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

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

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

**Section 2. Property description.** The property subject to this Small-Scale FLUM amendment is legally described and shown on Exhibit "A" attached hereto.

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

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

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

**Section 6. Effective Date.** This Ordinance adopting a Small-Scale Future Land Use Map (FLUM) amendment shall become effective as provided by state law upon adoption hereof, and upon approval of the state land planning agency and all appeals of any order are final, if applicable.

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

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

**ATTEST:**

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

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

(Seal)

APPROVED AS TO LEGAL FORM AND CONTENT

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney CA Approved 9-18-24



# EXHIBIT A

## Location Map and Legal Description



**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LEGAL DESCRIPTION, TO BE DETERMINED BY A SURVEY, IS TO BE PROVIDED TO THE COMPANY, BY A FLORIDA REGISTERED LAND SURVEYOR; MEETING THE MINIMUM STANDARDS FOR ALL LAND SURVEYS AS SET FORTH IN CHAPTER 472.027, FLORIDA STATUTES OR IN CHAPTER 21 HH 6, FLORIDA ADMINISTRATIVE CODE.

THE COMPANY RESERVES THE RIGHT TO MAKE SUCH ADDITIONAL SCHEDULE B-1, REQUIREMENTS; SCHEDULE B-11, EXCEPTIONS, AND/OR TO MODIFY THE FOREGOING LEGAL DESCRIPTION, AS IT DEEMS NECESSARY.

**PARCEL A:**

A PORTION OF TRACTS 45, 46, 47 AND 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 66, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89° 38' 19" EAST, A DISTANCE OF 1318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT 48; THENCE RUN NORTH 0°02'16" WEST, A DISTANCE OF 533.02 FEET TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF RIDGEWOOD DRIVE WITH THE EAST BOUNDARY OF SAID TRACT 48, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°38'19" WEST, A DISTANCE OF 1203.48 FEET TO THE INTERSECTION OF THE NORTH LINE OF RIDGEWOOD DRIVE WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 595, SAID EASTERLY RIGHT-OF-WAY LINE BEING 33 FEET EASTERLY FROM THE CENTERLINE OF PAVING AS IT IS NOW CONSTRUCTED; THENCE RUN ALONG THE EASTERLY BOUNDARY OF SAID STATE ROAD NO. 595 NORTH 0°34'27" EAST, A DISTANCE OF 464.31 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 58.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,787.43 FEET AND A CHORD OF 58.22 FEET WHICH BEARS NORTH 1°10'21" EAST, THENCE PARALLEL TO THE SOUTH BOUNDARY OF RIDGE ROAD (SCHOOL ROAD) AS IT IS NOW ESTABLISHED, SOUTH 89°37'10" EAST, A DISTANCE OF 200 FEET; THENCE NORTH 10°40'05" EAST, A DISTANCE OF 254.09 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD, SAID RIGHT-OF-WAY LINE BEING 10 FEET SOUTH OF THE NORTH BOUNDARY OF SAID TRACT 45; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD, SOUTH 89°37'10" EAST, A DISTANCE OF 450.09 FEET TO THE EAST BOUNDARY OF SAID TRACT 45; THENCE ALONG THE EAST BOUNDARY OF SAID TRACTS 45 AND 48, SOUTH 0°02'16" EAST, A DISTANCE OF 772.13 FEET TO THE POINT OF BEGINNING.

AND INCLUDING THE SOUTHERLY 10 FEET OF THAT PORTION OF RIDGE ROAD RIGHT -OF-WAY LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL.

AND ALSO INCLUDING THE NORTHERLY 25 FEET OF THAT PORTION OF RIDGEWOOD DRIVE RIGHT-OF-WAY LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL.

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS: A PORTION OF TRACTS 45 AND 47 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS, OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8, THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89°38'19" EAST, A DISTANCE OF 1,318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT 48; THENCE NORTH 0°02'16"

WEST, DISTANCE OF 1,305.15 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF RIDGE ROAD (SCHOOL ROAD) AS IT IS NOW ESTABLISHED, SAID RIGHT OF WAY LINE BEING 10 FEET SOUTH OF THE NORTH BOUNDARY OF SAID TRACT 45, THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID RIDGE ROAD, NORTH 89°37'10" WEST, A DISTANCE OF 689.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0°02'16" EAST, A DISTANCE OF 368.00 FEET; THENCE NORTH 89°37'10" WEST, A DISTANCE OF 172.00 FEET; THENCE NORTH 0°02'16" WEST, A DISTANCE OF 368.00 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD; THENCE ALONG THE SOUTH RIGHT OF WAY OF SAID RIDGE ROAD, SOUTH 89°37'10" EAST, DISTANCE OF 172.00 FEET TO THE POINT OF BEGINNING

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS: THAT PORTION OF TRACTS 45 AND 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING WITHIN 25.00 FEET OF THE FOLLOWING DESCRIBED CENTERLINE. COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 SECTION 8 AND RUN THENCE SOUTH 89°52'00" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 8, A DISTANCE 1,343.45 FEET TO A POINT, SAID POINT BEING 25.00 FEET EAST OF THE SOUTHEAST CORNER OF SILVER OAKS HILL SUBDIVISION AS SHOWN ON PLAT RECORDED IN PLAT BOOK 8, PAGE 18 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE NORTH 0°15'32" WEST PARALLEL TO AND 25.00 EAST OF THE MOST EASTERN BOUNDARY OF SAID SILVER OAKS SUBDIVISION, 483.02 FEET TO AN INTERSECTION WITH AN EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE; THENCE ALONG A CURVE TO THE LEFT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET TO A POINT ON THE EAST BOUNDARY OF TRACT 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SAID SECTION 8, THENCE NORTH 0°15'32" WEST ALONG SAID EAST BOUNDARY OF SAID TRACT 48, A DISTANCE OF 403.80 FEET; THENCE ALONG A CURVE TO THE LEFT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 AND RADIUS EQUALS 200.00 FEET TO A POINT WHICH IS 25.00 FEET WEST OF THE EAST BOUNDARY OF TRACT 45 OF SAID TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SAID SECTION 8, THENCE NORTH 0°15'32" WEST PARALLEL TO SAID EAST BOUNDARY OF SAID TRACT 45, A DISTANCE OF 150.00 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 45, SAME BEING THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 TO POINT OF TERMINUS

LESS AND EXCEPT ANY PORTION THEREOF, CONVEYED TO WARREN A. CLARK AND CAROL CLARK, BY VIRTUE OF THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 1227, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 47 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 68, 69, AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89° 38' 19" EAST, A DISTANCE OF 1318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF TRACT 48 OF SAID SECTION 8; THENCE RUN NORTH 0° 02' 16" WEST, A DISTANCE OF 533.02 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE AS IT IS NOW ESTABLISHED WITH THE EAST BOUNDARY LINE OF SAID TRACT 48; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID RIDGEWOOD DRIVE, NORTH 89° 38' 19" WEST, A DISTANCE OF 445.63 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID RIDGEWOOD DRIVE, NORTH 89° 38' 19" WEST, A DISTANCE OF 264.55 FEET; THENCE NORTH 0° 02' 16" WEST, A DISTANCE OF 329.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET BOULEVARD AS IT IS NOW ESTABLISHED; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET BOULEVARD, SOUTH 89° 37' 10" EAST, A DISTANCE OF 264.55 FEET; THENCE SOUTH 00° 02' 16" EAST, A DISTANCE OF 329.28 FEET TO THE POINT OF BEGINNING

OF THE PUBLIC RECORD A OF PASCO COUNTY, FLORIDA, PREVIOUSLY CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, BY WARRANTY DEED DATED JANUARY 20, 1971, SAID WARRANTY DEED BEING RECORDED IN OFFICIAL RECORD BOOK 529, PAGE 770 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 2, C. E. CRAFT'S SUBDIVISION NO. 5, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 2, PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE RUN ALONG THE SOUTH BOUNDARY LINE OF SAID BLOCK 2, NORTH 89°48'27" WEST, A DISTANCE OF 32.62 FEET; THENCE RUN SOUTH 0°02'16" EAST, A DISTANCE OF 38.73 FEET TO THE NORTH BOUNDARY LINE OF SAID TRACT 45, FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 50.00 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT 45; THENCE PARALLEL WITH THE EAST BOUNDARY LINE OF SAID TRACT 45, SOUTH 0°02'16" EAST A DISTANCE OF 10.00 FEET; THENCE PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID TRACT 45, NORTH 89°37'10" WEST, A DISTANCE OF 807.35 FEET TO THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF LOT 8, BLOCK 1, OF SAID C.E. CRAFTS SUBDIVISION NO. 5; THENCE NORTH 0°05'27" WEST, A DISTANCE OF 10.00 FEET TO THE NORTH BOUNDARY LINE OF SAID TRACT 45, THENCE ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 45, SOUTH 89°37'10" EAST, A DISTANCE OF 807.36 FEET TO THE POINT OF BEGINNING.

PARCEL C:

ALL OF LOTS 7, 8, 10, 11 AND 14; THE SOUTH 25 FEET OF LOTS 5 AND 6; AND THE EAST 50 FEET OF LOTS 9 AND 12, ALL LYING IN BLOCK 3 OF PLAT OF RUSH BROTHERS PALM HAVEN ADDITION TO NEW PORT RICHEY, AS RECORDED IN PLAT BOOK 2, PAGE 11, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

PARCEL D:

LOT 3, BLOCK 1, C.E. CRAFT'S NO. 5, SAID LOT, BLOCK AND SUBDIVISION BEING NUMBERED AND DESIGNATED IN ACCORDANCE WITH THE PLAT OF SAID SUBDIVISION AS THE SAME APPEARS OF RECORD IN PLAT BOOK 2 AT PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

PARCEL E:

LOTS 1, 2, 4, 5, 6, AND 7, BLOCK 1, C.E. CRAFTS SUBDIVISION NO. 5, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 62, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

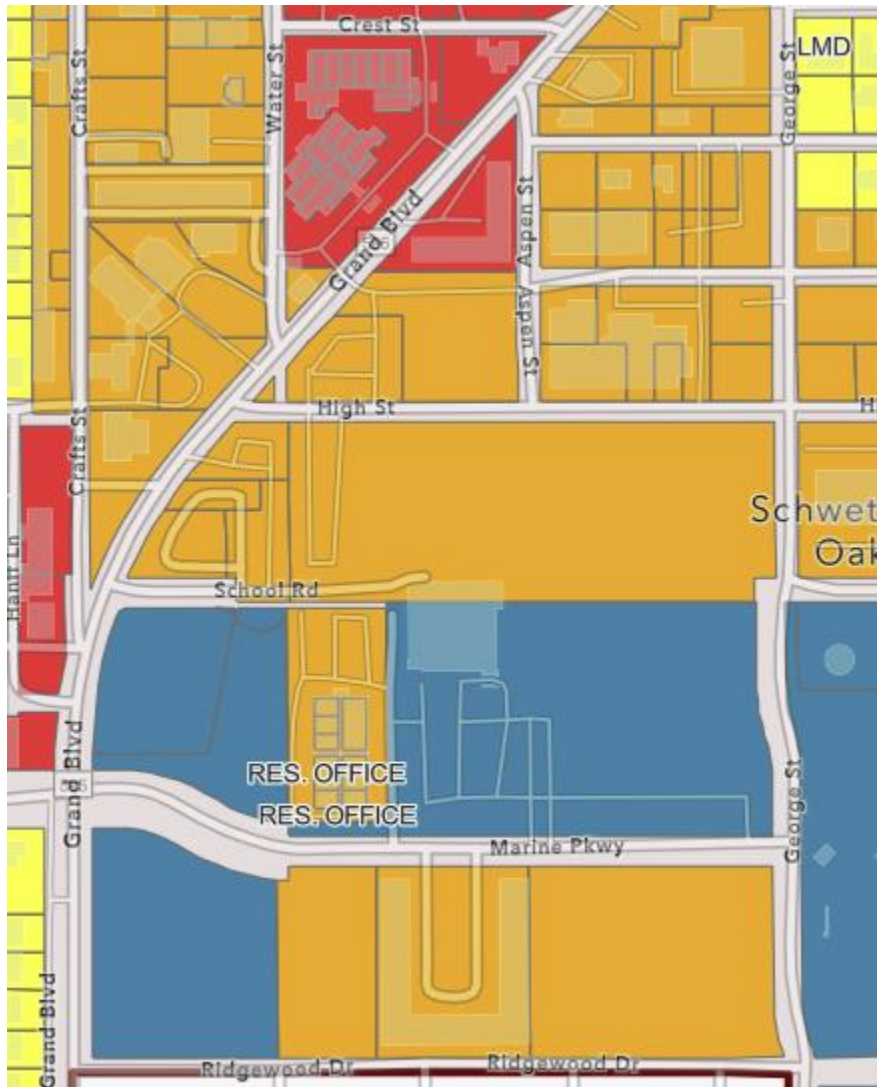
A PORTION OF VACATED RIGHT-OF-WAY FILED JULY 13, 1989, RECORDED IN BOOK 1823, PAGE 1328 OF OFFICIAL RECORDS, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

PARCEL F - VESTING 955-1776 (BLUE):

LOTS 8 THROUGH 23 INCLUSIVE, BLOCK 1; ALSO LOTS 1 THROUGH 16 INCLUSIVE, BLOCK 2; ALSO THAT PORTION OF ASPEN STREET (MAGNOLIA STREET) LYING BETWEEN SAID BLOCKS 1 AND 2, AS VACATED BY THE BOARD OF COUNTY COMMISSIONERS IN OFFICIAL RECORD BOOK 166, PAGES 227 AND 228; ALL LYING IN C.E. CRAFT'S SUBDIVISION NO. 5, AS SHOWN ON PLAT RECORDED PLAT BOOK 2, PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; ALSO LOTS 9, 12 AND 13 BLOCK 3, PALM HAVEN ADDITION AS SHOWN ON PLAT RECORDED IN PLAT BOOK 2, PAGE 11 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; LESS THE EAST 50.00 FEET OF SAID LOTS 9 AND 12.

AND INCLUDING THAT PORTION OF VACATED SCHOOL ROAD LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL AS VACATED BY COUNTY COMMISSIONERS OF PASCO COUNTY RECORDED IN BOOK 1009, PAGE 213 OF OFFICIAL RECORDS, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

Exhibit B  
Future Land Use Map





LAND DEVELOPMENT REVIEW BOARD - MINUTES  
CITY OF NEW PORT RICHEY  
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS  
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA  
October 24, 2024  
2:00 PM

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Vice-Chairman Don Cadle called the October 24, 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

Don Cadle  
Alan Safranek  
Robert Smallwood  
Dan Maysilles  
Marilyn deChant

Staff in Attendance

Debbie Manns, City Manager  
Lisa Algiere, Senior Planner  
Robert Tefft, Senior Planner  
Chris Bowman

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

**Case: Ordinance 2024-2310 – Land Use Amendment – Villa del Sol**

Lisa Algiere presented the staff report. She informed the board that the applicant was proposing to develop the old hospital site located at Marine Parkway and Grand Boulevard into a residential development. The proposed development would include a mix of apartments and single-family townhomes with amenities. The land use designation requested is Medium Density Residential – 20 which would allow up to 20 dwelling units per acre.

Ms. Algiere informed the board that DRC had reviewed the request and found that it is consistent with the City's Comprehensive Plan.

One resident, located at 5017 Overlook Drive, did speak in opposition to the request. She stated that there would be an increase in traffic and additional run-off. She said the project would change her way of life.

Ms. Debbie Manns informed the board that she had been working with the developer for two years on this project and that it would be catalytic to the area. The board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use amendment to MDR-20. Mr. Smallwood seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

**Case: Ordinance 2024-2311 – Rezoning – Villa del Sol**

Ms. Algieri presented the staff report. She informed the board that the applicant is requesting a rezoning to Planned Development District to allow up to 473 dwelling units as a mix of apartments and single-family townhomes. She also presented the site plan and the development standards for this project.

The board members discussed the architectural style and the merits of the project. Mr. Smallwood made a motion to recommend approval of the rezoning to Planned Development District. Mr. Safranek seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

**Case: Ordinance 2024-2305 – Moratorium**

Ms. Algieri informed the board that the City recently annexed multiple properties into the City that are located in an enclave along US Highway 19, Gulf Boulevard, Leisure Lane and Van Doren Avenue. She also informed the board that Florida Statute requires cities to designate land uses and zoning districts to newly annexed properties.

In order to give staff adequate time to process the land use amendments and rezoning a moratorium on building permits for new construction would be appropriate.

The board discussed permits for existing homes. Ms. Algieri informed the board that the city would issue building permits for maintenance and repair of existing homes.

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

**Case: Ordinance 2024-2308 – Land Use Amendment – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to designate the land use as Highway Commercial to be consistent with all other properties located along US Highway 19.

Mr. Maysilles made a motion to recommend approval of the land use designation to Highway Commercial. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2309 – Rezoning – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the area is currently zoned C-2 and Mobile Home in Pasco County and the request is to rezone to Highway Commercial to be consistent with the surrounding area.

The board asked if there would be any negative impact on existing businesses and Ms. Manns informed them that there would be none. Mr. Maysilles made a motion to recommend approval of the rezoning to Highway Commercial. Mr. Safranek seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2306 – Land Use Amendment – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to amend the land use to Medium Density Residential – 20. This residential land use is consistent with policies of the City’s Comprehensive Plan.

Board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use designation of Medium Density Residential – 20. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2307 – Rezoning – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to rezone the properties to R-4 Coastal Cottage. The lots are small and meet the city’s development standards for R-4. The current zoning is Pasco Residential Mobile Home.

Ms. Joann Neal from Sea Forest Beach Club spoke in favor of the request. She asked if any of the residents would be displaced. She was informed that existing homes not damaged from the recent hurricanes would be considered non-conforming and could remain. Ms. Latoya Brown, a resident in the subject neighborhood, was in favor of the rezoning.

Ms. Debbie Manns informed the board that the city would make infrastructure improvements to the neighborhood including sewer, sidewalks, parks and new roads. She also informed them that the rezoning would encourage new development that would be a benefit to the community.

Board members discussed the merits of the request and asked about the Habitat of Humanity homes. They were informed that Habitat for Humanity still owned several lots in the neighborhood.

Mr. Smallwood made a motion to recommend approval of the rezoning to R-4 Coastal Cottage. Mr. Maysilles 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:** 11/19/2024  
**RE:** Second Reading, Ordinance No. 2024-2311: Rezoning of 23.69 Acres of Property from CR-3, Office (O), and Government (GOVT) to Planned Development District (PDD)

## REQUEST:

The request is for City Council to conduct a second and final reading of an ordinance to rezone approximately 23.69 acres of property located on the north and south sides of Marine Parkway east of Grand Boulevard from from CR-3, Office (O), and Government (GOVT) to Planned Development District (PDD).

## DISCUSSION:

The subject development site is generally located at the northeast corner of Grand Boulevard and Ridgewood Drive. The site includes numerous parcels consisting of buildings, parking lots, and vacant land which previously comprised the former Community Hospital of New Port Richey which was demolished in 2016.

The applicant is requesting to amend the zoning designation for the subject parcels from the existing designations of Office, GOVT, or CR-3 to PDD. This amended zoning would facilitate the future development of the site with single-family attached homes and apartments along with their related amenities.

The proposal is consistent with the following Goals, Objectives, and Policies of the City's adopted Comprehensive Plan:

- FLU 1 To promote compatible land uses which will maximize, enhance and preserve New Port Richey's unique and attractive characteristics in a manner consistent with the economic, physical, ecological and social needs, capabilities and desires of the community.
- FLU 1.1.4 The City shall promote the efficient use of natural resources and public facilities and services by encouraging the use of innovative land development techniques such as planned developments, clustering of land uses and mixed use development.
- FLU 1.2 Maintain the integrity and quality of life, in existing residential areas through decision making that promotes traditional neighborhood development, family-orientation and "small town" character.
- FLU 1.2.2 The City shall encourage a balanced land use mix providing for a variety of housing styles, densities and open space.
- 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.

Pursuant to Section 4.02.01(A)(5) of the Land Development Code, the City of New Port Richey requires concurrency review and determination with all rezoning applications. However, as per LDC Section 4.02.02(2), projects developed on sites having existing development may be deemed concurrent if the owner/developer provides satisfactory proof to the City Manager or designee that the new development will not have an increased impact on the provision of public facilities and services to that which the prior development had at the time of the adoption of the land development code.

Based upon information provided by the applicant in their application, as well as the fact the site was previously occupied by the Community Hospital of New Port Richey, the site has been deemed to be concurrent by the City Manager.

Pursuant to LDC Section 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:

1. *Whether the proposed zoning district is one 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 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.*

The closing and demolition (2016) of Community Hospital resulted in the largely vacant 23.98-acres that is the subject development site. Since the demolition, very little outside of disinvestment has occurred in the surrounding area and the subject redevelopment would likely serve as a catalyst for redevelopment.

While the majority of the development site abuts various surrounding rights-of-way, the parcels abutting the site are zoned either C-2 or P/SP District, and while neither of these districts have similar intensity their existing uses (retail plaza, fire station) are compatible with the proposed development.

No other PDD's currently exist within the area of the subject development site; however, it is the intent of the PDD to provide an alternative method of land development not available within the framework of other zoning districts that may be assigned to land which is to be developed utilizing innovative design techniques to accommodate a mixture of residential uses on a single parcel of land. Further, the PDD is the most appropriate district available within the LDC to implement a residential development of the density that would be allowable within the MDR-20 Future Land Use Category.

Accordingly, based upon the above, positive findings can be made with regard to these criteria.

The Land Development Review Board reviewed this matter at their regular meeting on October 24, 2024 and recommended that a Zoning Map amendment from Office, GOVT, and CR-3 to PDD would be consistent with the City's Comprehensive Plan and Future Land Use Map.

**RECOMMENDATION:**

Staff recommends that City Council conduct the second and final reading as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
❑ Application - Villa Del Sol	Backup Material
❑ LDRB Draft Minutes - October 24, 2024	Backup Material
❑ Ordinance No. 2024-2311: Rezoning of 23.69 Acres of Property from CR-3, Office (O), and Government (GOVT) to Planned Development District (PDD)	Ordinance

# Villa del Sol

Nestled in the heart of New Port Richey, along Grand Boulevard, lies a community where the timeless charm of Spanish architecture blends seamlessly with modern living. **Villa del Sol** is more than just a residential community; it's a vibrant tapestry woven with the threads of convenience, culture, and connectivity.

Imagine a place where the sun-kissed terracotta roofs meet the azure Florida skies, where every morning greets you with the promise of new adventures right at your doorstep. Villa del Sol is that place—a sanctuary where the spirit of community thrives amidst the beauty of Spanish design.

Residents of Villa del Sol enjoy a life of leisure and activity. With Gulf High School's educational excellence across the street and James M. Marlowe Elementary a block away, families find peace of mind in the proximity to top-notch education. The community pulses with life, offering a clubhouse for gatherings, a fitness room, and a sparkling pool for those warm Florida days. Sports enthusiasts revel in the pickleball courts, beach volleyball, and a dog park where furry friends can frolic freely.

The heart of Villa del Sol beats in rhythm with Main Street, where a new bike and pedestrian path along Grand Boulevard will lead to an array of stores, restaurants, and the serene Sims Park on the river. This path is a gateway to 30 miles of trails, inviting residents to explore the natural splendor of their surroundings.

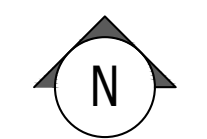
A few blocks away, the convenience of Publix and shopping centers await, while a planned golf cart crossing at Marine Parkway and US19 will add a quaint touch to local travel.

Villa del Sol is not just a place to live; it's a lifestyle—a community that embraces the joy of living where every day feels like a vacation. Welcome to your new home, where life is grand, and the living is easy.

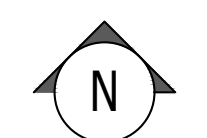




**AERIAL VIEW**  
SCALE: NOT TO SCALE



**SK-1 Rendering**  
August 4, 2024



# Villa Del Sol Planned Development

SINGLE-FAMILY ATTACHED HOMES AND APARTMENT HOME COMMUNITY  
Marine Pkwy / Grand Blvd, New Port Richey, FL 34652

**DAVIS BEWS DESIGN GROUP**  
150 State Street East, Oldsmar, FL 34677  
O: 813-925-1300  
[www.davisbews.com](http://www.davisbews.com)

# Villa del Sol

August 1, 2024

## **VIA ELECTRONIC MAIL**

Re: New Port Richey Multifamily Development Standards – HCA Redevelopment

To Whom It May Concern,

Villa del Sol is a transformative community of single-family attached homes and apartment homes located on the HCA Hospital site at Marine Parkway and Grand Boulevard in New Port Richey, Florida.

The proposed development will meet or exceed the multifamily development standards which are listed below except for a few.

## **Context and Compatibility**

### **1. Range of Housing Types**

*Response:* A variety of housing types will be provided with one-, two-, three- and four-bedroom apartment homes and three-bedroom single-family attached homes. Please see [Exhibit A](#).

### **2. Complementary building arrangement, buffer, and compatible building scale**

*Response:* The proposed plan calls for a landscape buffer of a minimum of five feet. The building minimum setbacks from street frontage property is ten feet. Support for this setback is based on the following. Most of the property lines adjacent to existing right-of-way have approximately ten feet of greenspace between the road paving edge and the property line which combined with the five feet landscape buffer equates to fifteen feet of landscape buffer.

The previous HCA Hospital buildings had building heights of two to four stories. The proposed new buildings are two to four stories. Three-story single family attached homes are across the street north of Ridgewood. This section of the plan is the only portion adjacent to existing single-family homes.

The east boundary of the property is adjacent to a combination of high school ball fields, a water tower and an industrial building. The north boundary is adjacent to a combination of retail and office buildings. The west boundary, north of Marine Parkway, is a combination of retail, restaurant, commercial, office, medical office, and a fire station. The large retention area south of Marine Parkway and east of Grand Boulevard provides an attractive buffer.

The existing large retention area will have a perimeter walking path. An existing traffic light at the intersection of Grand and Marine provides a crosswalk for pedestrian safety. In addition, the existing bike/pedestrian path and streetscape from US19 to Grand along the south side of Marine Parkway will cross to this site and then continue north approximately one mile, to Main Street and Sims Park.

**3. Streets extend from neighboring developments into site**

*Response:* The site has multiple vehicular and pedestrian access points (primarily George Street, Marine Parkway and Grand Boulevard). The site is pedestrian accessible to eight streets: Marine Parkway, Grand Boulevard, George Street, High Street, School Street, Aspen/Magnolia, and Ridgewood. These access points are depicted in Exhibit A, of approximately 2,000 feet of public sidewalk and 2,000 feet of on-site sidewalk.

**4. Neighboring developments connected through pedestrian/bicycle facilities**

*Response:* The City of New Port Richey plans to construct a bike/pedestrian path along Grand Boulevard providing connectivity to the communities to the north, south and west. The project also has internal sidewalks that connect the parking lots, buildings, walking paths, amenities and connect to the public sidewalks and planned bike/pedestrian paths. These sidewalks are shown on Exhibit A.

**5. Pedestrian/bicycle connections provided to adjacent open space/trails**

*Response:* Sidewalks throughout will provide connectivity to open space and trails within the nearby community. The internal sidewalks and walking paths as well as the sidewalks on Marine Parkway provide access to several open areas on the site as well as the existing and planned bike/pedestrian trail on Grand Boulevard to Main Street, Sims Park, and future trail extensions. The property will also have walking paths around the perimeter of the two ponds. These sidewalks and trails are depicted throughout Exhibit A.

**6. Building setback is similar to neighboring buildings**

*Response:* The large office building adjacent to the north on High Street has a building setback of 10 feet. The proposed plan has building setbacks from property lines fronting streets, ranging from 10 feet to 40 feet.

**7. Privacy of neighboring structures respected with windows and upper floor balconies positioned to minimize views into neighboring properties**

*Response:* The proposed design provides privacy to the adjacent residential homes located south of Ridgewood. This area will feature three-story single family attached homes. Existing single-family homes are across the street south. The City is considering plans to improve Ridgewood with new pavement, parallel parking, landscaping, and trees which will provide additional screening and privacy.

## **Building Placement and Orientation**

### **8. Buildings oriented toward adjacent public streets, courtyards, and other public spaces**

*Response:* The buildings are thoughtfully placed. The single-family attached homes are oriented to front on Marine Parkway, George Street and Ridgewood. The fronts of the internal homes face each other in a courtyard setting or face the amenity area. The apartment home buildings are placed to create large courtyards with amenities. The apartment home portion of the site is bordered by Gulf High School to the east, restaurants, retail, and office to the north and medical office to the west. Three apartment home buildings will be oriented toward Grand Boulevard to create a sense of place and define the edge of the new community. They will have distinctive architectural elements. The clubhouse located on Grand Boulevard will house the leasing and management offices, workplace offices for residents and clubhouse amenities. Please see [Exhibit A](#).

### **9. Buildings placed parallel to street edges or perpendicular to street when arranged around a courtyard or open space**

*Response:*

All Apartment home buildings are placed parallel or perpendicular to Grand, High, Marine Parkway or George. The single-family attached homes are all perpendicular or parallel to Marine, Ridgewood, and George. The internal single-family homes face each other in a courtyard setting or face the amenity area. The three apartment home buildings on Grand Boulevard and the two apartment home buildings on George Street are positioned to create large courtyards with amenities. Please see [Exhibit A](#).

### **10. Decorative fences, walls and landscape used when buildings are set substantially back from street**

*Response:* A visual screen wall will be installed along the southern border of the apartment home portion of the site. The proposed wall height is eight feet to provide enhanced screening. In addition, both sides of the wall be landscaped to enhance the screening.

### **11. Spacing between buildings to meet zoning requirements, wider spacing for taller buildings**

*Response:* Not applicable. PDD zoning.

### **12. Primary building entries are identifiable and visible from the street**

*Response:* Attractive monument signage, hardscape and landscaping will clearly identify primary building entries from the various streets.

### **13. Street facing garage doors are discouraged**

*Response:* There are no street facing garage doors.

## **Vehicular and Pedestrian Circulation**

### **14. Residential and collector drives designed to encourage building clusters that define identifiable neighborhoods**

*Response:* The single-family attached homes and apartment home buildings are clustered. The combination of the placement of buildings as they relate to the multiple existing roads clearly defines the identifiable neighborhood. Please see [Exhibit A](#).

### **15. Excessively straight and wide drives are discouraged**

*Response:* The existing streets are straight. The internal drives are configured to have minimum visibility from the roads. Please see [Exhibit A](#) for this depiction.

### **16. Streets include sidewalks, pedestrian-scale lights, and amenities**

*Response:* Sidewalks are located around the perimeter of each building. In addition to sidewalks



on Marine Parkway, the City of New Port Richey is constructing a pedestrian/bike path with landscaping and lighting along the east side of Grand Boulevard to Main Street. Walking paths will be located around the perimeter of both ponds. Attractive and appropriate lighting will be provided in all pedestrian, parking and amenity areas. Benches will be provided along all pedestrian walkways. Please see Exhibit A.

**17. System of pedestrian walkways links all site entrances, building entries, parking areas and common outdoor spaces**

*Response:* All pedestrian walkways throughout the property will be linked to all site entrances, building entries, parking areas and common outdoor spaces, and will connect to the existing and future pedestrian/bike trail from US19 to Marine Parkway and to Main Street and Sims Park. Please see [Exhibit A](#).

**18. Internal sidewalks abutting vehicular circulation are raised or separated by a physical barrier**

*Response:* Internal sidewalks abutting vehicular circulation areas will be elevated or separated by a physical barrier.

**19. Bicycle racks provided on site**

*Response:* Bicycle racks will be installed for each apartment home building.

**Common Open Spaces and Amenities**

**20. Common open space is incorporated as an amenity**

*Response:* Generous open space amenities will exist for residents. The proposed plan features several open space amenity areas. Please see [Exhibit A](#).

**21. Common open space is designed, landscaped, and furnished**

*Response:* Professionally designed landscaping and furnishings will be provided throughout the community, including all common open space areas. Please see Exhibit A.

**22. 50 units or more contains one central open space for focal point and gathering space in addition to other smaller diverse open spaces**

*Response:* The apartment home community will have three open spaces of diverse sizes and features. The single-family attached community will feature a large open area which will include an amenity building and several outdoor amenities including a pool. In addition, the two large retention areas will feature walking paths and benches.

**23. Large-sized developments include facilities to meet the social, civic or public safety needs of residents**

*Response:* These requirements will be provided by the building's design to ensure the safety of residents, community members, and staff. Proper fire safety, electrical, and utility, and signage will be provided to satisfy city code and make a safe environment in cases of emergency.

**24. On-site amenities to meet activity interest of age groups residing in development**

*Response:* An abundance of amenities will be provided including but not limited to fitness room, walking trails, open green space, dog parks, bocce ball, playground, swimming pool, outdoor kitchen, pickle ball, dog grooming room, workspace conference rooms, indoor kitchen, clubhouse and more. Please see [Exhibit B](#) for representative images of the planned amenities.

**25. Minimum number of amenities provided (3 amenities for Large-size development)**

*Response:* The community will exceed the three amenities minimum. The six open space amenities are twice the standard. Please see response 24 above for a partial list of planned amenities.

### **Private Open Spaces**

**26. Private open space (80 sf) provided in at least 50% of units**

*Response:* The apartment home community will provide an average 50 sf of private open space in at least 65% of the units (primarily with balconies). Most of the single-family attached homes will have at least 80 sf of private open space (primarily with front yards).

### **Site Furnishings and Utilities**

**27. Site furnishings provided in open space**

*Response:* Open spaced site furnishings may include cabanas, outdoor kitchens, Bocce ball courts, pool with loungers, covered seating, benches, bike racks, pickle ball courts, seating, fencing and water fountains for dog parks. See Exhibit B.

**28. Fencing and wall material are compatible with building**

*Response:* Fencing and wall material will be of similar color palette of the buildings.

**29. Retaining wall material is compatible with building**

*Response:* Retaining wall material will be of similar design to the building materials and colors.

**30. Service and utility areas located external to building are enclosed or screened**

*Response:* All above ground utilities, including electrical transformers, are screened with landscaping. Service areas will be enclosed or screened with fencing and/or landscaping.

**31. Dumpsters are completely screened**

*Response:* The dumpsters and/or compactors will be screened with masonry walls and finishings that are of equal design quality as the building materials.

**32. Underground utilities**

*Response:* All on-site utilities will be underground, as pursuant to the city development standards.

**33. Roof mounted mechanical equipment is screened from ground view**

*Response:* All rooftop equipment will be screened from ground view by the decorative roof parapet walls and roof features integrated into the design and strategically placed around the building perimeter.

### **Context and Compatibility**

**34. Design incorporates neighborhood architectural features**

*Response:* The building design incorporates the neighborhood by providing multiple materials with a goal of redefining and improving its architectural character. See Exhibit C.

**35. Appropriate transition between development and abutting site**

*Response:* Most of the site is bordered by Gulf High School and industrial to the east, existing medical facilities, fire station, retail, commercial, office and medical office to the north and west. The southern border is adjacent to single family homes that are located south of Ridgewood. As a transition to the existing single-family homes located south of Ridgewood, single-family attached homes are located on the north side of Ridgewood. As a transition to the single-family homes located across the street of the southwest portion of the site along Grand and Marine, the existing retention area provides an attractive buffer. See Exhibit A.

### **Mass and Scale**

**36. Building façade displays rhythm through recurrence of building elements**

*Response:* The building facade displays rhythm through recurring buildings elements such as balconies, façade treatments, windows, and other architectural features. These features enhance the visual impact of the buildings. Please see [Exhibit C](#).

**37. Building has masses and forms for visual appeal. No flat building**

*Response:* The building massing has visual appeal with the placement of recurring building elements as discussed in response 36 above. Please see [Exhibit C](#).

**38. Building massing demonstrates a balanced appearance**

*Response:* The building massing has 3-dimensional visual appeal through recurring building elements as discussed in the response to 36 above. The consistency throughout the building massing provides a balanced appearance. Please see [Exhibit C](#).

**39. Building design incorporates heavier and massive elements at base and lighter elements above base**

*Response:* The architectural elements provide a visual base which is complemented by recurring horizontal and vertical building elements. Please see [Exhibit C](#).

### **Building Materials and Architectural Details**

**40. Acceptable facade materials**

*Response:* The building exterior materials meet the approved material standards.

**41. Side and rear facades visible to the public are designed with similar elements as front facade**

*Response:* All sides of the buildings will feature similar elements as the front façade.

**42. A unit's entry is enhanced through architectural elements**

*Response:* All apartment home entries from the exterior are enhanced with architectural elements, that make clear that there is an entrance. Each single-family attached home will feature attractive front door elements.

**43. Acceptable roofing material**

*Response:* All roofing material will meet approved roofing standards.

**44. Color of building is not a monotonous color or garish**

*Response:* The buildings feature a combination of colors which, along with the recurring building elements, provide visually appealing buildings. Please see [Exhibit C](#).

**45. Design and construction of garages is compatible with the principal building**

*Response:* Freestanding garages will complement and incorporate the materials and colors of apartment home buildings.

### **Natural Features**

**46. Preservation of significant natural features**

*Response:*

N/A. The site was previously improved with a large hospital complex.

### **Land Disturbance**

**47. Does not include extensive grading or unusual site improvements**

*Response:* The site was previously 100% developed with a large hospital facility which was removed. Therefore, extensive grading has already occurred. No unusual site improvements are planned.

**48. Layout follows natural topography of site**

*Response:* The site was previously 100% developed as a large hospital facility and was later removed. The existing topography is flat.

### **Landscaping Materials and Standards**

**49. Site landscaping enhances architecture and outdoor spaces**

*Response:* The landscaping will enhance the look and feel of the community.

**50. Wide range of plant material**

*Response:* A wide array of landscape materials will be provided. The landscaping will enhance the look and feel of the community.

**51. Landscaped areas are covered in live plant material**

*Response:* The property will feature live, and attractive plant material utilized throughout the site.

**52. Appropriate irrigation**

*Response:* Appropriate irrigation will be provided to ensure the health and beauty of the landscaping.

**53. Landscape plantings used to define private space from public space**

*Response:* The property entry drives will be distinctive, unique and offer a sense of arrival. The property will incorporate multiple plant species to enhance the look and feel of the community.

### **Parking Lot Landscaping**

**54. Detached garages in a row are separated by landscaped islands**

*Response:* Proposed landscaping will provide diamond landscape islands between the detached garages in a row. This will function as a natural safety barrier for drivers but also make for an enhanced parking plan. The garages and respective landscaped islands will be shown in detail in an upcoming set of plans.

**55. Parking lots, structures and garages are screened from adjacent streets and public spaces through use of landscaping or fences**

*Response:* Landscaping will provide sufficient screening around structures and garages from adjacent streets and public spaces.

### **Lighting**

**56. Pedestrian walkways are lit through use of low glare-controlled fixtures**

*Response:* The lighting will be designed to provide a highlight of aesthetic features and function properly for movement through the spaces to generate a feeling of safety. Low glare-controlled fixtures will be incorporated on this property throughout the internal sidewalks and walkways.

**57. Light poles or other lighting structures do not exceed 20' in height, bollards do not exceed 4' in height.**

*Response:* All lighting will meet the requirements of the city. The specific location of light fixtures throughout the property will be incorporated into a future, more detailed plan set.

**58. Light fixtures use full cut-off lenses or hoods to prevent glare onto neighboring properties or roadways**

*Response:* All lighting on the development will be designed accordingly to meet all the city's requirements and reduce as much impact as possible to neighbors, wildlife, and roadways. The specific location of light fixtures throughout the property will be incorporated into a future, more detailed plan set.

**59. Light fixtures are color-correct type for visual comfort for pedestrians**

*Response:* Lighting will be designed accordingly to minimize overspill into adjacent roadways/properties while still providing the necessary visual acuity and security needs of a lighting plan. The specific location and detailed type of light fixtures throughout the property will be incorporated into a future, more detailed plan set.

**Storm Water Management**

**60. Uses green roofs, permeable pavement, rain barrels, rain gardens or vegetated swales**

*Response:* The proposed design, where feasible, will incorporate open areas to help limit the amount of runoff generated and incorporate permeable pavement and/or vegetated swales within the surface water management system design.

**61. Drainage patterns prevent concentrated surface drainage from collecting on and flowing across pedestrian walkways**

*Response:* The site will be designed to prevent concentrated surface drainage from collecting on and flowing across pedestrian walkways. As an example, the proposed pedestrian walkways will be either raised, at the elevation of the adjacent curb, or pitched to flow into vehicular use area.

**Energy Efficiency, Water Conservation, and Resiliency**

**62. Plans demonstrate implementation of energy efficient site and building design**

*Response:* The site lighting will consist of pedestrian scale pole mounted fixtures near the building and parking lot pole mounted fixtures at other parking areas. Building components meet or exceed the energy code requirements with Energy Star appliances provided in each apartment. Low flow plumbing fixtures are also included to conserve the use of water.

**63. Demonstrates water conservation measures for site and building design**

*Response:* Irrigation will be low-volume, efficient irrigation to provide the least impact to water resources while still maintaining the health and beauty of the landscaping.

**64. Demonstrates resiliency measures to protect, mitigate and recover from impacts of flooding and other natural disasters**

*Response:* The site is in Flood Zone X and is high and dry. The stormwater retention system will be enhanced to meet current regulations.

# Villa del Sol

## *Exhibit A*

# SITE STATISTICS / DESIGN CRITERIA

<b>Overall Specs:</b>	<b>Totals:</b>	
Total Acreage	23.98	
Maximum Density Allowed Units/Acre	30	19.89 Proposed
Maximum Units Allowed	719	453 Proposed
<b>Proposed Unit Matrix</b>		
Apartment Units	300	
Single-Family Attached Homes	153	
Total Square Footage of Site	1,044,430	
Max Impervious Area SF	835,544	(80.00%)
Proposed SF of Green Space and %	446,350	(42.74%)
Total Impervious Area SF and %	598,080	(57.26%)

<b>Apartments:</b>		
Minimum Required Spaces per Unit	15	(450 Total)
Total Proposed Parking Spaces	546	(1.82 per Unit)
<b>Proposed Parking Matrix</b>		
Standard	366	(9x18)
Accessible (w/ 5 ft Access Aisle)	9	(12x18)
Tree Island Compact	54	(9x16 +/- depth)
Compact	16	(8x18)
One Story Garages	30	(10x20)
Electric Charging	2	(9x18)
On Street Parallel Parking	9	(9x23)

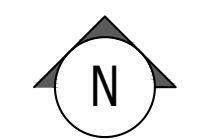
Minimum Apartment Front, Side, Rear Setbacks	10 ft
Minimum Garage Front, Side, Rear Setbacks	5 ft
Minimum Parking Setback	5 ft
Maximum Building Height to Top of Roof Peak	67 ft
Maximum Height of Additional Roof Elements	15 ft
<b>Amenity list:</b>	
Dog park	
Pool	
Clubhouse	
Gym	
Offices	

<b>Single-Family Attached Homes:</b>		
<b>Totals:</b>		
Total Units	153	
Minimum Parking Spaces	230	(1.5 per/unit)
Total Garage Spaces	306	
On Street Parallel Parking	62	(9x23 ea)
(Not Including Ridgewood Drive)		
Total Parking	368	(2.4 per/unit)
Minimum Building Front, Side, Rear Setbacks	5 ft	
Maximum Building Height to Top of Roof Peak	57 ft	
Minimum Lot Size:	16x60 ft	

<b>Amenity list:</b>	
Clubhouse	
Pool	
Volleyball	
Pickleball	
Dog Park	
Walking path	
Bocce Ball	
Tot Lot	



**AERIAL VIEW**  
SCALE: NOT TO SCALE

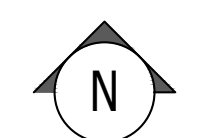


## GRAPHICS LEGEND

- AREA UNDER DENSITY TABULATION
- AREA NOT INCLUDED UNDER TABULATION
- PUBLIC R.O.W. / DOMAIN
- AREA TABULATION BOUNDARY
- PROPOSED TREE/LANDSCAPING
- PROPOSED SINGLE-FAMILY ATTACHED HOMES

## SK-2 Site Plan

August 4, 2024



# Villa Del Sol Planned Development

SINGLE-FAMILY ATTACHED HOMES AND APARTMENT HOME COMMUNITY  
Marine Pkwy / Grand Blvd, New Port Richey, FL 34652



**DAVIS BEWS DESIGN GROUP**

150 State Street East, Oldsmar, FL 34677  
O: 813-925-1300  
[www.davisbews.com](http://www.davisbews.com)

# Villa del Sol

## *Exhibit B*















# Amenities















# Villa del Sol

## *Exhibit C*





# FUTURE LAND USE MAP AMENDMENT

City of New Port Richey, Florida • Community Development Department  
5919 Main Street • New Port Richey, FL 34652 • 727-853-1047 • www.cityofnewportrichey.org

*Please complete ALL sections of this application.  
Incomplete applications will be returned to the Applicant or Representative.*

Date Received

**Required Attachments:**

- Applicable fees to be paid (checks made payable to the *City of New Port Richey*)
- Current survey (not to exceed 24" x 36")
- Proof of ownership in the form of a copy of the deed, title insurance policy, or other instrument

**Submittal Information:** *Please address the following on a separate sheet and attach to this application.*

Florida Statutes (FS) Section 163.3177(1)(f) provides "All mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue." Data must be taken from professionally accepted sources.

- A. **Conformance to FS § 163.3177(6)(a)8.** This Section provides that Future Land Use Map amendments shall be based upon an analysis of three factors. The three factors and conformance of the proposed FLUM amendment with each of the three factors is addressed below:
  - 1. An analysis of the availability of facilities and services.
  - 2. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.
  - 3. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.
  
- B. **Conformance to FS § 163.3177(6)(a)9.** This section provides the future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl. It requires two different types of urban sprawl analysis: primary indicators and urban form factors.
  - 1. **Primary indicators.** The 13 primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. An analysis of whether the proposed FLUM amendment discourages urban sprawl is addressed below.
    - a. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.
    - b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
    - c. Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.
    - d. Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.
    - e. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.
    - f. Fails to maximize use of existing public facilities and services.
    - g. Fails to maximize use of future public facilities and services.
    - h. Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.
    - i. Fails to provide a clear separation between rural and urban uses.
    - j. Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.
    - k. Fails to encourage a functional mix of uses.
    - l. Results in poor accessibility among linked or related land uses.
    - m. Results in the loss of significant amounts of functional open space.
  - 2. **Secondary indicators.** The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following eight factors.
    - a. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.
    - b. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

- c. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.
- d. Promotes conservation of water and energy.
- e. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.
- f. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.
- g. Promotes conservation of water and energy.
- h. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.
- i. Preserves open space and natural lands and provides for public open space and recreation needs.
- j. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.
- k. Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

1. Current Property Owner(s) <b>New Port Richey Hospital, Inc / HCA Realty, Inc. / HCA Squared, LLC</b>				
Mailing Address	City	County	State	Zip
Phone Number	Email			
2. Representative of Owner <b>Grady Pridgen, Manager, NPR Grand 1, LLC.</b>				
Relationship to Owner <b>Contract</b>				
Mailing Address	City	County	State	Zip
<b>240 4th St. N.</b>	<b>St. Petersburg</b>	<b>Pinellas</b>	<b>FL</b>	<b>33701</b>
Phone Number	Email			
<b>727.577.5390</b>	<b>grady@pridgendevelopment.com</b>			
3. Primary Contact (Phone Number & Email) <b>SAME AS 2.</b>				

4. Site Address <b>5637 Marine Parkway</b>		
General Location <b>Grand Boulevard + Marine Parkway</b>		
Size of Site	Square Feet	Acres
<b>1,031,936</b>		<b>23.69</b>
Legal Description of Subject Property <b>See attached</b>		
Tax Parcel Number(s) <b>See attached</b>		
Future Land Use Category	Proposed Future Land Use Category	
Existing Use (Include number of residential units and/or spare footage of non-residential uses)		
Proposed Use (Provide details about the specific use requested) <b>Single-family attached homes and Apartment homes</b>		



5. How is the proposal consistent with the goals, objectives, and policies of the Comprehensive Plan?  
 "Located adjacent to the major roadwork network" and "readily accessible to commercial activities". "stimulates both new and redevelopment".

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.

<p><b>POTABLE WATER</b> - Adopted level of service (LOS) = 152 gal/day/capita (non-residential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><i>Single Family:</i> 152 gal x 2.12 persons/household x <u>160</u> units = <u>51,558</u> gal/day/capita (demand)</p> <p><i>Multi-Family:</i> 152 gal x 1.90 persons/household x <u>300</u> units = <u>86,140</u> gal/day/capita (demand)</p> <p><u>Commercial:</u> See Table I attached from the Land Development Code for estimated water/sewage flows.</p>	<p><b>WASTE WATER</b> - Adopted level of service (LOS) = 114 gal/day/capita (non-residential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><i>Single Family:</i> 114 gal x 2.12 persons/household x <u>160</u> units = <u>38,669</u> gal/day/capita (demand)</p> <p><i>Multi-Family:</i> 114 gal x 1.90 persons/household x <u>300</u> units = <u>64,980</u> gal/day/capita (demand)</p> <p><u>Commercial:</u> See Table I attached from the Land Development Code for estimated water/sewage flows.</p>
<p><b>SOLID WASTE</b> - Adopted level of service (LOS) = 6.3 lbs/day/capita (non-residential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><i>Single Family:</i> 6.3 lbs x 2.12 persons/household x <u>160</u> units = <u>2,137</u> gal/day/capita (demand)</p> <p><i>Multi-Family:</i> 6.3 x 1.90 persons/household x <u>300</u> units = <u>3,691</u> gal/day/capita (demand)</p> <p><u>Commercial:</u> See Table I attached from the Land Development Code for estimated solid waste.</p>	<p><b>RECREATION/OPEN SPACE</b> - Refer to the New Port Richey Comprehensive Plan for adopted level of service standards.</p> <p><u>Residential:</u></p> <p><i>Single Family:</i> <u>160</u> units x 2.12 persons/household = <u>339</u> (population projection)</p> <p><i>Multi-Family:</i> <u>300</u> units x 1.90 persons/household = <u>570</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><b>Stormwater Management.</b> Refer to the Stormwater Management and Erosion Control Policy and Procedures Manual for standards necessary to comply: LOS = 25-year, 24-hour storm event. The Manual is on the Public Works website.</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.

- 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: \_\_\_\_\_
- 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.
  - 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: \_\_\_\_\_
  - The data shall be in conformance with Notes 3a and 3b of "Existing Conditions" contained in the Land Development Code.
- Existing directional PM PEAK hour traffic volumes and LOS on all existing collectors/arterials in study area. Provide information here: \_\_\_\_\_
- Existing turning movement volumes at the impacted intersection(s) and intersection LOS. \_\_\_\_\_

APPLICATION & HEARING PROCESS

A pre-application meeting must 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 shall be present at all meetings including DRC, LDRB, and City Council, as applicable. Call Planning and Development Department Staff at 727-853-1050 to find out when this case will be scheduled for these meetings.

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 and photograph, and post a notice on the property described in this application.

I, See attached authorization AUTHORIZATION FOR OWNER'S REPRESENTATIVE(S), the owner, hereby authorize \_\_\_\_\_ to act as my representative(s) in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Owner's Signature \_\_\_\_\_

Sworn to and subscribed before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally Known OR  Produced Identification

Type of Identification Produced: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

APPLICANT'S AFFIDAVIT

I, 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.)

Grady Pridden  
Owner or Representative's Name (Printed)

[Signature]  
Owner or Representative's Signature

Sworn to and subscribed before me by Grady Pridden

this 26th day of July, 2024

Personally Known OR  Produced Identification

Type of Identification Produced: FLDL

Notary Signature: [Signature]



CASEY STINEMAN  
Commission # HH 274978  
Expires June 12, 2026

FUTURE LAND USE MAP AMENDMENT

City of New Port Richey, Florida • Community Development Department  
5919 Main Street • New Port Richey, FL 34652 • 727-853-1047 • www.cityofnewportrichey.org



## REZONING APPLICATION

City of New Port Richey, Florida • Community Development Department  
5919 Main Street • New Port Richey, FL 34652 • 727-853-1047 • www.cityofnewportrichey.org

Please complete ALL sections of this application.  
Incomplete applications will be returned to the Applicant or Representative.



**Required Attachments:**

- Applicable fees to be paid (checks made payable to the City of New Port Richey)
- Current survey (not to exceed 24" x 36")
- Proof of ownership in the form of a copy of the deed, title insurance policy, or other instrument

**Submission Information:** Please address the following on a separate sheet and attach to this application.

**Guidelines for Granting a Rezoning, LDC § 5.0111**

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.

1. Current Property Owner(s) <b>New Port Richey Hospital, Inc. / HCA Realty, Inc. / HCA Squared, LLC.</b>				
Mailing Address	City	County	State	Zip
Phone Number	Email			
2. Representative of Owner <b>Grady Bridgen</b>				
Relationship to Owner <b>Contract</b>				
Mailing Address	City	County	State	Zip
Phone Number	Email			
3. Primary Contact (Phone Number & Email) <b>Same as 2.</b>				

4. Site Address <b>5637 Marine Parkway</b>	
General Location <b>Marine Parkway and Grand Boulevard</b>	
Size of Site <del>1,031,936</del> <b>1,031,936</b> Square Feet	<b>23.69</b> Acres
Legal Description of Subject Property <b>See Attached</b>	
Tax Parcel Number(s) <b>See Attached</b>	
Zoning District	Proposed Zoning District
Future Land Use Category	Proposed Future Land Use Category
Existing Use (Include number of residential units and/or spare footage of non-residential uses)	
Proposed Use (Provide details about the specific use requested)	

5. How is the proposal consistent with the goals, objectives, and policies of the Comprehensive Plan?  
**"Located adjacent to the major roadwork network" and "readily accessible to commercial activities". "stimulates both new and redevelopment."**

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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: \_\_\_\_\_
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  - 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. Existing directional PM PEAK hour traffic volumes and LOS on all existing collectors/arterials in study area. Provide information here: \_\_\_\_\_
4. Existing turning movement volumes at the impacted intersection(s) and intersection LOS. \_\_\_\_\_

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**AUTHORIZATION FOR OWNER'S REPRESENTATIVE(S)**

I, See attached authorization, the owner, hereby authorize \_\_\_\_\_ to act as my representative(s) in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Owner's Signature \_\_\_\_\_

Sworn to and subscribed before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Personally Known OR  Produced Identification

Type of Identification Produced: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

APPLICANT'S AFFIDAVIT

I, 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.)

Grady Bridgen  
Owner or Representative's Name (Printed)

Grady Bridgen  
Owner or Representative's Signature

Sworn to and subscribed before me by Grady Bridgen  
this 26th day of July, 2024

Personally Known OR  Produced Identification

Type of Identification Produced: FL DL

Notary Signature: [Signature]



CASEY STINEMAN  
Commission # HH 274978  
Expires June 12, 2026



CASEY STINEMAN  
Commission # HH 274978  
Expires June 12, 2026

REZONING APPLICATION

City of New Port Richey, Florida • Community Development Department  
5919 Main Street • New Port Richey, FL 34667 • 777-953-1047 • www.cityofnewportrichey.org

**SELLER/OWNER AUTHORIZATION**

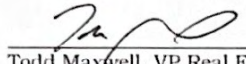
**NEW PORT RICHEY HOSPITAL, INC., A FLORIDA CORPORATION, HCA REALTY, INC., A TENNESSEE CORPORATION, AND HCA SQUARED, LLC, A DELAWARE LIMITED LIABILITY COMPANY** collective are the owners of the tracts of real property legally described in attached **EXHIBIT A**, by this reference incorporated herein. The real property in question is depicted in **EXHIBIT B** attached hereto and by this reference incorporated herein. The real property in question is under contract for sale to **NPR GRAND 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY**.

The undersigned owners of the real property hereby designate to **NPR GRAND 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, and its principal, **GRADY C. PRIDGEN, III**, as their collective authorized agent to work with the City of New Port Richey, Florida, the governmental entity with jurisdiction over the property in question for the purposes of applying for land use change, or changes, to make applications to change the zoning of the property, to apply for right-of-way vacations, and any and all other ancillary or related governmental approvals in connection with the above-referenced real property. This authorization shall remain in effect until terminated by the owners in writing delivered to the City of New Port Richey Planning and Zoning Department.

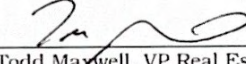
Dated this 18<sup>th</sup> day of July, 2024.

*The balance of this page was intentionally left blank.*

NEW PORT RICHEY HOSPITAL, INC.,  
a Florida corporation

By:   
\_\_\_\_\_  
Todd Maxwell, VP Real Estate

HCA REALTY, INC.,  
a Tennessee corporation

By:   
\_\_\_\_\_  
Todd Maxwell, VP Real Estate

HCA SQUARED, LLC  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Todd Maxwell, VP Real Estate



**Joinder and Consent**

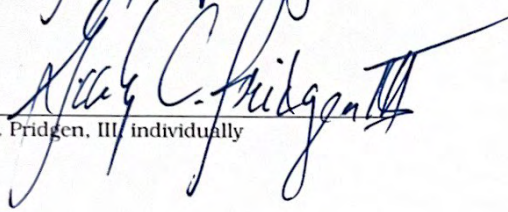
The undersigned join in the above-referenced owner authorization and agree to discharge the actions delineated therein

Dated this 18<sup>th</sup> day of July, 2024.


NPR GRAND 1, LLC.  
a Florida limited liability company

By:

  
Grady C. Pridden, III, Manager

  
Grady C. Pridden, III, individually

**Exhibit A**

 <p><b>Exhibit A</b></p>	<p>ISSUED BY <b>First American Title Insurance Company</b></p> <p>File No: NCS-1135724-NAS</p>
---	--

File No.: NCS-1135724-NAS

The Land referred to herein below is situated in the County of Pasco, State of Florida, and is described as follows:

THE LEGAL DESCRIPTION, TO BE DETERMINED BY A SURVEY, IS TO BE PROVIDED TO THE COMPANY, BY A FLORIDA REGISTERED LAND SURVEYOR; MEETING THE MINIMUM STANDARDS FOR ALL LAND SURVEYS AS SET FORTH IN CHAPTER 472.027, FLORIDA STATUTES OR IN CHAPTER 21 HH 6, FLORIDA ADMINISTRATIVE CODE.

THE COMPANY RESERVES THE RIGHT TO MAKE SUCH ADDITIONAL SCHEDULE B-I, REQUIREMENTS; SCHEDULE B-II, EXCEPTIONS; AND/OR TO MODIFY THE FOREGOING LEGAL DESCRIPTION, AS IT DEEMS NECESSARY.

**PARCEL A:**

A PORTION OF TRACTS 45, 46, 47 AND 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89° 38' 19" EAST, A DISTANCE OF 1313.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT 48; THENCE RUN NORTH 0°02'16" WEST, A DISTANCE OF 533.02 FEET TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF RIDGEWOOD DRIVE WITH THE EAST BOUNDARY OF SAID TRACT 48, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°38'19" WEST, A DISTANCE OF 1203.48 FEET TO THE INTERSECTION OF THE NORTH LINE OF RIDGEWOOD DRIVE WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 595, SAID EASTERLY RIGHT-OF-WAY LINE BEING 33 FEET EASTERLY FROM THE CENTERLINE OF PAVING AS IT IS NOW CONSTRUCTED; THENCE RUN ALONG THE EASTERLY BOUNDARY OF SAID STATE ROAD NO. 595 NORTH 0°34'27" EAST, A DISTANCE OF 464.31 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 58.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,787.43 FEET AND A CHORD OF 58.22 FEET WHICH BEARS NORTH 1°10'21" EAST, THENCE PARALLEL TO THE SOUTH BOUNDARY OF RIDGE ROAD (SCHOOL ROAD) AS IT IS NOW ESTABLISHED, SOUTH 89°37'10" EAST, A DISTANCE OF 200 FEET; THENCE NORTH 10°40'05" EAST, A DISTANCE OF 254.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD, SAID RIGHT-OF-WAY LINE BEING 10 FEET SOUTH OF THE NORTH BOUNDARY OF SAID TACT 45; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD, SOUTH 89°37'10" EAST, A DISTANCE OF 950.09 FEET TO THE EAST BOUNDARY OF SAID TRACT 45; THENCE ALONG THE EAST BOUNDARY OF SAID TRACTS 45 AND 48, SOUTH 0°02'16" EAST, A DISTANCE OF 772.13 FEET TO THE POINT OF BEGINNING.

AND INCLUDING THE SOUTHERLY 10 FEET OF THAT PORTION OF RIDGE ROAD RIGHT -OF-WAY LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL.

AND ALSO INCLUDING THE NORTHERLY 25 FEET OF THAT PORTION OF RIDGEWOOD DRIVE RIGHT-OF-WAY LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL.

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS: A PORTION OF TRACTS 45 AND 47 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS, OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8, THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89°38'19" EAST, A DISTANCE OF 1,318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT 48; THENCE NORTH 0°02'16"

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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Form 5030012 (5-16-17)	Page 6 of 18	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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**Exhibit A**

WEST, DISTANCE OF 1,305.15 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF RIDGE ROAD (SCHOOL ROAD) AS IT IS NOW ESTABLISHED, SAID RIGHT-OF-WAY LINE BEING 10 FEET SOUTH OF THE NORTH BOUNDARY OF SAID TRACT 45; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD, NORTH 89°37'10" WEST, A DISTANCE OF 689.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0°02'16" EAST, A DISTANCE OF 368.00 FEET; THENCE NORTH 89°37'10" WEST, A DISTANCE OF 172.00 FEET; THENCE NORTH 0°02'16" WEST, A DISTANCE OF 368.00 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF SAID RIDGE ROAD, SOUTH 89°37'10" EAST, DISTANCE OF 172.00 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS: THAT PORTION OF TRACTS 45 AND 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING WITHIN 25.00 FEET OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 SECTION 8 AND RUN THENCE SOUTH 89°52'00" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 8, A DISTANCE 1,343.45 FEET TO A POINT, SAID POINT BEING 25.00 FEET EAST OF THE SOUTHEAST CORNER OF SILVER OAKS HILL SUBDIVISION AS SHOWN ON PLAT RECORDED IN PLAT BOOK 8, PAGE 18 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE NORTH 0°15'32" WEST PARALLEL TO AND 25.00 EAST OF THE MOST EASTERN BOUNDARY OF SAID SILVER OAKS SUBDIVISION, 483.02 FEET TO AN INTERSECTION WITH AN EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE; THENCE ALONG A CURVE TO THE LEFT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET TO A POINT ON THE EAST BOUNDARY OF TRACT 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SAID SECTION 8, THENCE NORTH 0°15'32" WEST ALONG SAID EAST BOUNDARY OF SAID TRACT 48, A DISTANCE OF 403.80 FEET; THENCE ALONG A CURVE TO THE LEFT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 AND RADIUS EQUALS 200.00 FEET TO A POINT WHICH IS 25.00 FEET WEST OF THE EAST BOUNDARY OF TRACT 45 OF SAID TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SAID SECTION 8, THENCE NORTH 0°15'32" WEST PARALLEL TO SAID EAST BOUNDARY OF SAID TRACT 45, A DISTANCE OF 150.00 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 45, SAME BEING THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 TO POINT OF TERMINUS.

LESS AND EXCEPT ANY PORTION THEREOF, CONVEYED TO WARREN A. CLARK AND CAROL CLARK, BY VIRTUE OF THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 1227, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 47 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 68, 69, AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89° 38' 19" EAST, A DISTANCE OF 1318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF TRACT 48 OF SAID SECTION 8; THENCE RUN NORTH 0° 02' 16" WEST, A DISTANCE OF 533.02 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE AS IT IS NOW ESTABLISHED WITH THE EAST BOUNDARY LINE OF SAID TRACT 48; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID RIDGEWOOD DRIVE, NORTH 89° 38' 19" WEST, A DISTANCE OF 445.63 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID RIDGEWOOD DRIVE, NORTH 89° 38' 19" WEST, A DISTANCE OF 264.55 FEET; THENCE NORTH 0° 02' 16" WEST, A DISTANCE OF 329.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET BOULEVARD AS IT IS NOW ESTABLISHED; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET BOULEVARD, SOUTH 89° 37' 10" EAST, A DISTANCE OF 264.55 FEET; THENCE SOUTH 00° 02' 16" EAST, A DISTANCE OF 329.28 FEET TO THE POINT OF BEGINNING.

**PARCEL B:**

A PORTION OF THE NORTH 10.00 FEET TO TRACT 45 OF THE TAMPA-TARPON SPRINGS SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions.*

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Form 5030012 (5-16-17)	Page 7 of 18	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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**Exhibit A**

OF THE PUBLIC RECORD A OF PASCO COUNTY, FLORIDA, PREVIOUSLY CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, BY WARRANTY DEED DATED JANUARY 20, 1971, SAID WARRANTY DEED BEING RECORDED IN OFFICIAL RECORD BOOK 529, PAGE 770 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 2, C. E. CRAFT'S SUBDIVISION NO. 5, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 2, PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH BOUNDARY LINE OF SAID BLOCK 2, NORTH 89°48'27" WEST, A DISTANCE OF 32.62 FEET; THENCE RUN SOUTH 0°02' 16" EAST, A DISTANCE OF 38.73 FEET TO THE NORTH BOUNDARY LINE OF SAID TRACT 45, FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 50.00 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT 45; THENCE PARALLEL WITH THE EAST BOUNDARY LINE OF SAID TRACT 45, SOUTH 0°02'16" EAST A DISTANCE OF 10.00 FEET; THENCE PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID TRACT 45, NORTH 89°37'10" WEST, A DISTANCE OF 807.35 FEET TO THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF LOT 8, BLOCK 1, OF SAID C.E. CRAFTS SUBDIVISION NO. 5; THENCE NORTH 0°05'27" WEST, A DISTANCE OF 10.00 FEET TO THE NORTH BOUNDARY LINE OF SAID TRACT 45; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 45, SOUTH 89°37'10" EAST, A DISTANCE OF 807.36 FEET TO THE POINT OF BEGINNING.

**PARCEL C:**

ALL OF LOTS 7, 8, 10, 11 AND 14; THE SOUTH 25 FEET OF LOTS 5 AND 6; AND THE EAST 50 FEET OF LOTS 9 AND 12, ALL LYING IN BLOCK 3 OF PLAT OF RUSH BROTHERS PALM HAVEN ADDITION TO NEW PORT RICHEY, AS RECORDED IN PLAT BOOK 2, PAGE 11, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

**PARCEL D:**

LOT 3, BLOCK 1, C.E. CRAFT'S NO. 5; SAID LOT, BLOCK AND SUBDIVISION BEING NUMBERED AND DESIGNATED IN ACCORDANCE WITH THE PLAT OF SAID SUBDIVISION AS THE SAME APPEARS OF RECORD IN PLAT BOOK 2 AT PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

**PARCEL E:**

LOTS 1, 2, 4, 5, 6, AND 7, BLOCK 1, C.E. CRAFTS SUBDIVISION NO. 5, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 62, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

A PORTION OF VACATED RIGHT-OF-WAY FILED JULY 13, 1989, RECORDED IN BOOK 1823, PAGE 1328 OF OFFICIAL RECORDS, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

**PARCEL F - VESTING 955-1776 (BLUE):**

LOTS 8 THROUGH 23 INCLUSIVE, BLOCK 1; ALSO LOTS 1 THROUGH 16 INCLUSIVE, BLOCK 2; ALSO THAT PORTION OF ASPEN STREET (MAGNOLIA STREET) LYING BETWEEN SAID BLOCKS 1 AND 2, AS VACATED BY THE BOARD OF COUNTY COMMISSIONERS IN OFFICIAL RECORD BOOK 166, PAGES 227 AND 228; ALL LYING IN C.E. CRAFT'S SUBDIVISION NO. 5, AS SHOWN ON PLAT RECORDED PLAT BOOK 2, PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; ALSO LOTS 9, 12 AND 13 BLOCK 3, PALM HAVEN ADDITION AS SHOWN ON PLAT RECORDED IN PLAT BOOK 2, PAGE 11 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; LESS THE EAST 50.00 FEET OF SAID LOTS 9 AND 12.

AND INCLUDING THAT PORTION OF VACATED SCHOOL ROAD LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL AS VACATED BY COUNTY COMMISSIONERS OF PASCO RECORDED IN BOOK 1009, PAGE 213 OF OFFICIAL RECORDS, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

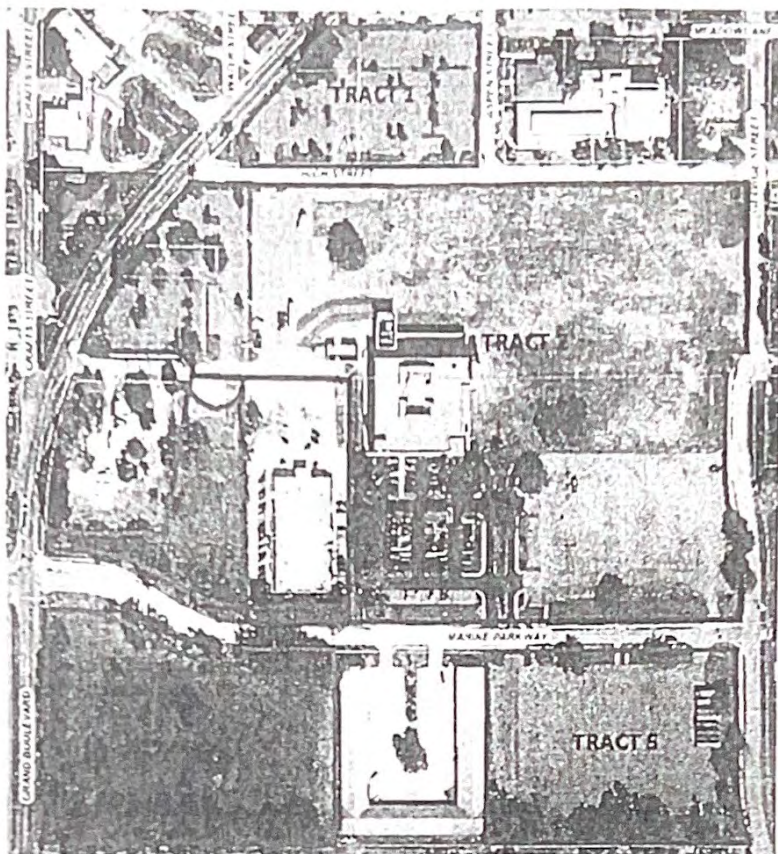
*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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Form 5030012 (5-16-17)	Page 8 of 18	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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Exhibit B



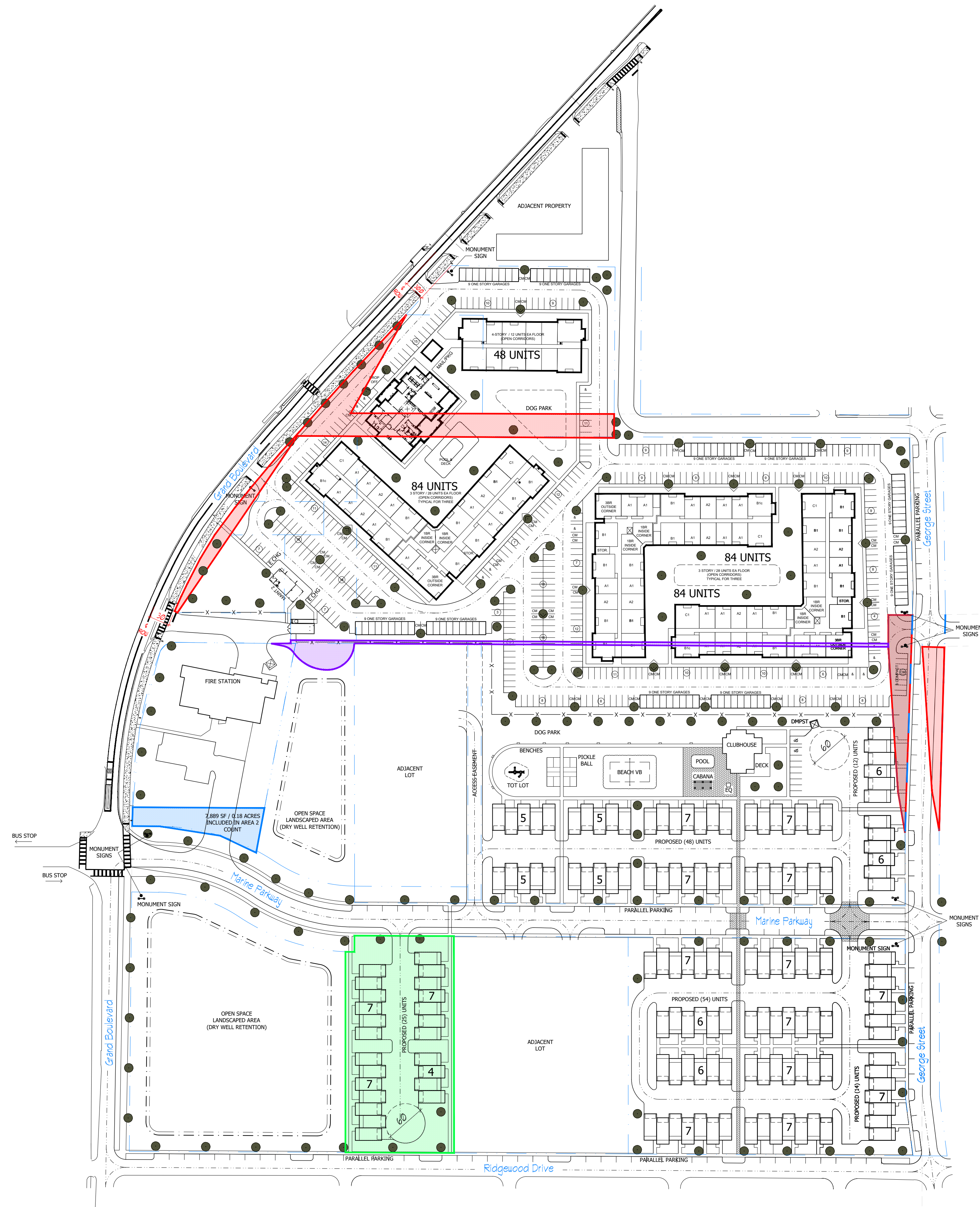
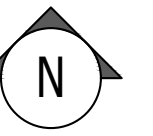
## ***Villa del Sol***

### ***Deed Transfers/Easement Modification/Right of Way Vacations***

- 1. HCA to City***
- 2. City to HCA #1***
- 3. City to HCA #2***
- 4. Drainage Easement Modification***
- 5. Right of Way Vacations***



**AERIAL VIEW**  
SCALE: NOT TO SCALE

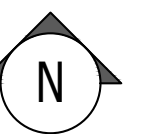


**GRAPHICS LEGEND**

**GRAPHICS LEGEND**

- RIGHT OF WAY VACATION
- DRAINAGE EASEMENT MODIFICATION
- AREA DEEDED TO CITY
- AREA DEEDED TO APPLICANT
- PROPERTY LINE / BOUNDARY

**SK-3 R/W, Deed & Easements**  
August 4, 2024



**Villa Del Sol Planned Development**

SINGLE-FAMILY ATTACHED HOMES AND APARTMENT HOME COMMUNITY  
Marine Pkwy / Grand Blvd, New Port Richey, FL 34652



**DAVIS BEWS DESIGN GROUP**  
150 State Street East, Oldsmar, FL 34677  
O: 813-925-1300  
[www.davisbews.com](http://www.davisbews.com)

Chary City of N.P.R.  
115-030  
17.00  
2.50  
19.50

PERPETUAL DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT was entered into the 17th day of June, 1988 by and between the CITY OF NEW PORT RICHEY, FLORIDA, hereinafter referred to as THE MUNICIPALITY, and NEW PORT RICHEY HOSPITAL, INC., d/b/a HCA NEW PORT RICHEY HOSPITAL, hereinafter referred to the HOSPITAL;

THAT WHEREAS, the HOSPITAL is the owner in fee simple of the following described real property:

See attached Exhibit "A";

and

WHEREAS, THE MUNICIPALITY and the HOSPITAL have acknowledged that said real property constitutes a storm drainage receiving area for surrounding properties from which the discharge and flow of storm waters is received, retained, absorbed, and channelled through the hereinabove described real property; and

WHEREAS, said real property, by virtue of the existing topographical conditions should be designated as a designated drainage field; and

WHEREAS, the Parties deem it advisable to execute this Agreement to express their intentions in the foregoing respect.

IN CONSIDERATION THEREFOR, and for other good and valuable considerations, the Parties do hereby acknowledge, covenant and agree as follows:

1. That the hereinabove described real property is hereby acknowledged and declared between the Parties hereto as a perpetual drain field which shall hereafter receive storm waters from surrounding properties from which the discharge and flow of storm waters shall be received, retained, absorbed, and channelled on a perpetual basis.
2. The HOSPITAL or its grantees, successors and assigns shall own and maintain said real property and this Agreement shall not impose any duty upon THE MUNICIPALITY to conduct any such maintenance activities thereon.

Return to: CITY OF NEW PORT RICHEY  
OFFICE OF THE CITY CLERK  
320 E. MAIN STREET  
NEW PORT RICHEY, FLORIDA 34654  
**O.R. 1717 PG 1826**



3. That this Agreement shall be executed in recordable form and shall be filed on the Public Records of Pasco County, Florida, and shall be deemed as a covenant running with the land. IN TESTIMONY WHEREOF, the Parties have hereunto affixed their hands and seals, this 17th day of June, 1988.

CITY OF NEW PORT RICHEY, FLORIDA  
A Municipal Corporation

By: Robert Prior  
Mayor



June Sachse Bottner  
City Clerk

NEW PORT RICHEY HOSPITAL, INC.,  
d/b/a HCA NEW PORT RICHEY HOSPITAL

By: Andrew Oravec Jr.  
Administrator

ATTEST: George Billings Jr.  
Assistant Administrator

STATE OF FLORIDA )  
COUNTY OF PASCO )

ON THIS DAY, personally appeared before me, the undersigned Notary Public, duly authorized to render oaths and take acknowledgments, ROBERT PRIOR and JUNE BOTTNER, Mayor and City Clerk respectively of the CITY OF NEW PORT RICHEY, FLORIDA, who first being duly sworn, depose and say that they have read the above and foregoing Perpetual Drainage Easement Agreement and that the statements contained therein are true, accurate and correct to the best of their knowledge and belief.

WITNESS my hand and official seal in the State and County last aforesaid, this 17th day of June, A.D. 1988.



G. L. Oravec Jr.  
Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXPIRES MAR 26, 1990  
D. W. HARRIS & COMPANY, INC. UND.

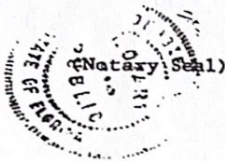
STATE OF FLORIDA )  
COUNTY OF PASCO )

ON THIS DAY, personally appeared before me, the undersigned Notary Public, duly authorized to render oaths and take acknowledgments, ANDREW ORAVEC, JR. and GEORGE BILLINGS, Administrator and Assistant Administrator respectively of NEW PORT

Return to: CITY OF NEW PORT RICHEY  
OFFICE OF THE CITY CLERK  
320 E. MAIN STREET  
NEW PORT RICHEY, FLA 33467

RICHEY HOSPITAL, INC., d/b/a HCA NEW PORT RICHEY HOSPITAL, who first being duly sworn, depose and say that they have read the above and foregoing Perpetual Drainage Easement Agreement and that the statements contained therein are true, accurate and correct to the best of their knowledge and belief.

WITNESS my hand and official seal in the State and County last aforesaid, this 15<sup>th</sup> day of June, A.D. 1988.



Debbie Dumas  
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT 31, 1990  
DUMAS DEBBIE DUMAS JUNE 1988

Return to: CITY OF NEW PORT RICHEY  
OFFICE OF THE CITY CLERK  
320 E. MAIN STREET  
NEW PORT RICHEY, FLA 32826

**O.R. 1717 PG 1828**

DESCRIPTION OF

A portion of Tracts 46 and 47 of Tampa-Tarpon Springs Land Company Subdivision of Section 8, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 68, 69 and 70 Of the Public Records of Pasco County, Florida, being further described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 8; thence run along the South line of said Section 8, South 89° 38' 19" East, a distance of 1318.44 feet to the Southerly extension of the East line of Tract 48 of said Section 8; thence run North 0° 02' 16" West, a distance of 533.02 feet to the intersection of the North right-of-way line of Ridgewood Drive as it is now established with the East boundary line of said Tract 48; thence along the North right-of-way line of said Ridgewood Drive, North 89° 38' 19" West, a distance of 710.18 feet for a POINT OF BEGINNING; thence continue along the North right-of-way line of said Ridgewood Drive, North 89° 38' 19" West, a distance of 493.30 feet to the intersection of the North line of Ridgewood Drive with the Easterly right-of-way line of State Road No. 595, said Easterly right-of-way line being 33 feet Easterly from the centerline of paving as it is now constructed; thence run along the Easterly boundary of said State Road No. 595 North 0° 34' 27" East, a distance of 393.72 feet to the Southerly right-of-way line of Sunset Boulevard as it is now established; thence along the Southerly right-of-way line of said Sunset Boulevard, the following courses and distances: South 89° 24' 20" East, 41.94 feet; 128.52 feet along the arc of a curve to the right, said curve having a radius of 222.35 feet and a chord of 126.74 feet which bears South 72° 50' 49" East; 185.56 feet along the arc of a curve to the left, said curve having a radius of 319.00 feet and a chord of 182.96 feet which bears South 72° 57' 09" East; North 00° 23' 27" East, 25.00 feet; South 89° 37' 10" East, 151.00 feet; thence leaving the Southerly right-of-way line of said Sunset Boulevard, South 00° 02' 16" East, a distance of 329.36 feet to the POINT OF BEGINNING.

The above described parcel contains 3.892 acres, more or less.

EXHIBIT "A"

JUN 24 2 55 11 PM '63

466857

Return to: CITY OF NEW PORT RICHEY  
OFFICE OF THE CITY CLERK  
320 E. MAIN STREET  
NEW PORT RICHEY, FLA. 32656.

O.R. 1717 PG 1829



## VACATION OF EASEMENT/ PUBLIC RIGHT-OF-WAY APPLICATION

City of New Port Richey  
Planning and Development Department  
City Hall, 5919 Main Street, 1<sup>st</sup> Floor  
New Port Richey, FL 34652  
Phone: (727) 853-1047 Fax: (727) 853-1052

Case # \_\_\_\_\_  
Date Received: \_\_\_\_\_

### APPLICANT INFORMATION:

Applicant Name New Port Richey Hospital, Inc / HCA Realty, Inc. / HCA Squared, LLC.  
Company c/o Grady Bridgen, Authorized Representative  
Address 240 4th St. N., St. Petersburg, FL 33701  
Phone 727.577.5390 Fax 727.577.5391  
E-mail Address grady@pridgendevelopment.com

### REQUESTED INFORMATION:

- Legal description of easement/public right-of-way (ROW) to be vacated
- Letters from the following utilities stating they have no objection to the vacation of easement or public ROW
  - Charter Spectrum Communications (855) 243-8892
  - Frontier Communications (800) 921-8101
  - Duke Energy Florida (877) 372-8477
  - Clearwater Gas (727) 562-4900

### APPLICATION FEE (Check made payable to the City of New Port Richey):

- \$500.00 Residential
- \$1,000.00 Commercial

Please return all requested information and application fee to the Development Department. The request will then be scheduled for a Development Review Committee (DRC) meeting. Following the DRC review, the request will be considered by the City Council for formal approval. City Council meetings are held on the first and third Tuesday of each month.



March 7, 2024  
Grady C. Pridgen III  
Pridgen Development, LLC.  
(727) 688-4901  
240 4<sup>th</sup> Street North  
St. Petersburg, FL 33701

RE: High Street Vacation, New Port Richey

Dear Grady,

The Clearwater Gas System (CGS),

- has no objection or conflict with your proposed:
  - Vacation of Easement
  - Plat
  - Construction (Outside CGS service area)
  - Other – Vacation of ROW
- maintains facilities within the area. One of the following conditions must be met prior to the release of a "No Objection" letter:

A. The owner/developer must reimburse The Clearwater Gas System for all cost incurred by relocation of our facilities.

B. A utility easement must be platted to encompass existing facilities.

Clearwater Gas System appreciates your help in this matter. If you have any questions, please contact me at (727) 444-8920, or at [Clifton.whitaker@clearwatergas.com](mailto:Clifton.whitaker@clearwatergas.com).

Sincerely,

Clifton Whitaker  
Engineering Technician  
Clearwater Gas System

400 North Myrtle Avenue Clearwater, FL 33755  
PO Box 4748 • Clearwater, FL • 33758-4748 • (727) 562-4900 • Fax (727) 562-4902

AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

[www.clearwatergas.com](http://www.clearwatergas.com)

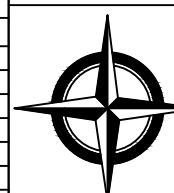
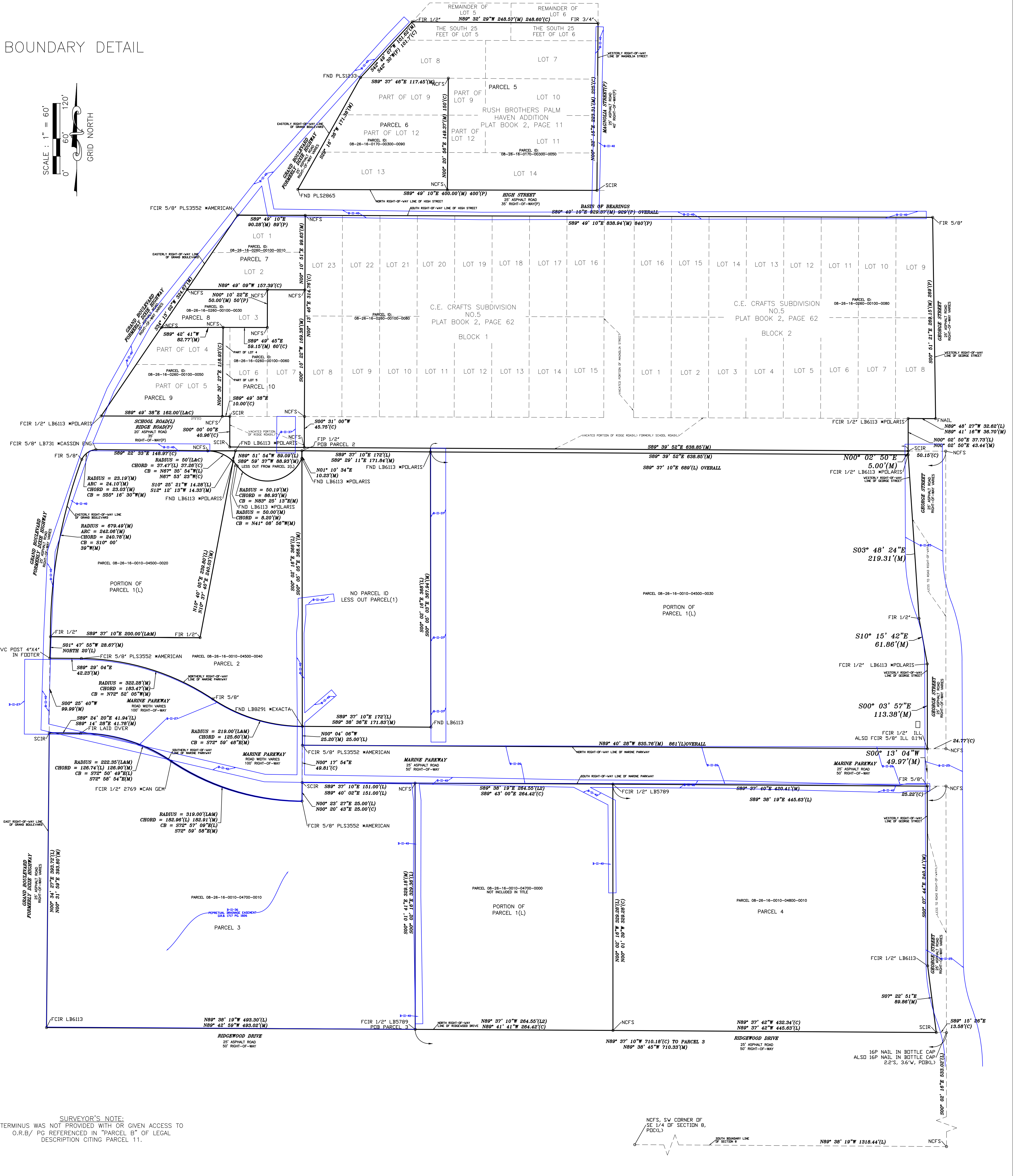
# Villa del Sol

## **1. Survey**

SECTION 08 - TOWNSHIP 26 SOUTH - RANGE 16 EAST  
PASCO COUNTY - FLORIDA

ADDRESS:  
5539 MARINE PARKWAY,  
NEW PORT RICHEY, FLORIDA 34652

BOUNDARY DETAIL



JOB #221100-01
CREW CHIEF: JT
DRAWN BY: SMG
REVIEWED BY: CB
BOOK: 67 PAGE: 269
REVISIONS



LAND DEVELOPMENT REVIEW BOARD - MINUTES  
CITY OF NEW PORT RICHEY  
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS  
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA  
October 24, 2024  
2:00 PM

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Vice-Chairman Don Cadle called the October 24, 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

Don Cadle  
Alan Safranek  
Robert Smallwood  
Dan Maysilles  
Marilyn deChant

Staff in Attendance

Debbie Manns, City Manager  
Lisa Algiere, Senior Planner  
Robert Tefft, Senior Planner  
Chris Bowman

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

**Case: Ordinance 2024-2310 – Land Use Amendment – Villa del Sol**

Lisa Algiere presented the staff report. She informed the board that the applicant was proposing to develop the old hospital site located at Marine Parkway and Grand Boulevard into a residential development. The proposed development would include a mix of apartments and single-family townhomes with amenities. The land use designation requested is Medium Density Residential – 20 which would allow up to 20 dwelling units per acre.

Ms. Algiere informed the board that DRC had reviewed the request and found that it is consistent with the City's Comprehensive Plan.

One resident, located at 5017 Overlook Drive, did speak in opposition to the request. She stated that there would be an increase in traffic and additional run-off. She said the project would change her way of life.



Ms. Debbie Manns informed the board that she had been working with the developer for two years on this project and that it would be catalytic to the area. The board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use amendment to MDR-20. Mr. Smallwood seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

**Case: Ordinance 2024-2311 – Rezoning – Villa del Sol**

Ms. Algieri presented the staff report. She informed the board that the applicant is requesting a rezoning to Planned Development District to allow up to 473 dwelling units as a mix of apartments and single-family townhomes. She also presented the site plan and the development standards for this project.

The board members discussed the architectural style and the merits of the project. Mr. Smallwood made a motion to recommend approval of the rezoning to Planned Development District. Mr. Safranek seconded the motion. The motion was approved 4-1. Ms. deChant voted to deny the motion.

**Case: Ordinance 2024-2305 – Moratorium**

Ms. Algieri informed the board that the City recently annexed multiple properties into the City that are located in an enclave along US Highway 19, Gulf Boulevard, Leisure Lane and Van Doren Avenue. She also informed the board that Florida Statute requires cities to designate land uses and zoning districts to newly annexed properties.

In order to give staff adequate time to process the land use amendments and rezoning a moratorium on building permits for new construction would be appropriate.

The board discussed permits for existing homes. Ms. Algieri informed the board that the city would issue building permits for maintenance and repair of existing homes.

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

**Case: Ordinance 2024-2308 – Land Use Amendment – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to designate the land use as Highway Commercial to be consistent with all other properties located along US Highway 19.

Mr. Maysilles made a motion to recommend approval of the land use designation to Highway Commercial. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2309 – Rezoning – Commercial Annexation**

Ms. Algieri presented the staff report. She informed the board that the area is currently zoned C-2 and Mobile Home in Pasco County and the request is to rezone to Highway Commercial to be consistent with the surrounding area.

The board asked if there would be any negative impact on existing businesses and Ms. Manns informed them that there would be none. Mr. Maysilles made a motion to recommend approval of the rezoning to Highway Commercial. Mr. Safranek seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2306 – Land Use Amendment – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to amend the land use to Medium Density Residential – 20. This residential land use is consistent with policies of the City’s Comprehensive Plan.

Board members discussed the merits of the request. Mr. Maysilles made a motion to recommend approval of the land use designation of Medium Density Residential – 20. Mr. Smallwood seconded the motion. The motion was approved unanimously 5-0.

**Case: Ordinance 2024-2307 – Rezoning – Residential Annexation**

Ms. Algieri presented the staff report. She informed the board that the request is to rezone the properties to R-4 Coastal Cottage. The lots are small and meet the city’s development standards for R-4. The current zoning is Pasco Residential Mobile Home.

Ms. Joann Neal from Sea Forest Beach Club spoke in favor of the request. She asked if any of the residents would be displaced. She was informed that existing homes not damaged from the recent hurricanes would be considered non-conforming and could remain. Ms. Latoya Brown, a resident in the subject neighborhood, was in favor of the rezoning.

Ms. Debbie Manns informed the board that the city would make infrastructure improvements to the neighborhood including sewer, sidewalks, parks and new roads. She also informed them that the rezoning would encourage new development that would be a benefit to the community.

Board members discussed the merits of the request and asked about the Habitat of Humanity homes. They were informed that Habitat for Humanity still owned several lots in the neighborhood.

Mr. Smallwood made a motion to recommend approval of the rezoning to R-4 Coastal Cottage. Mr. Maysilles seconded the motion. The motion was approved unanimously 5-0.

Meeting adjourned at 2:55 pm

**ORDINANCE NO. 2024-2311**

**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 23.69 ACRES OF PROPERTY, GENERALLY LOCATED ALONG THE NORTH AND SOUTH SIDES OF MARINE PARKWAY EAST OF GRAND BOULEVARD, 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 OFFICE, GOVERNMENT AND CR-3 TO PLANNED DEVELOPMENT DISTRICT (PDD) WITH 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 applicant, Grady Pridgen, filed with the Development Department, a Zoning District Map (ZDM) amendment application to change from Office, Government & CR-3 to PDD with amended site plan, the zoning designation of a 23.69 acre property located along the north and south sides of Marine Parkway east of Grand Boulevard;

**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 September 26, 2024, the LDRB sitting as the Local Planning Agency considered the Development Department staff report and recommendation and all competent substantial evidence presented at the hearing, and forwarded the record to the City Council with a recommendation the Ordinance be 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 Office, Government and CR-3 to Planned Development District (PDD) with site plan as shown in Exhibit “B” attached hereto, with the following development standards:

- A. Maximum density shall not exceed 20 units per acre (473 dwelling units);
- B. Owner shall obtain a Vacation of Row for High Street as depicted in the site plan;
- C. Owner shall dedicate, develop and construct an extension of School Road to Grand Boulevard in accordance with the City’s road specifications;
- D. Impervious Surface Ratio shall not exceed 80%;
- E. Landscaping shall at a minimum meet city’s landscape code and shall provide a landscaped entry at Marine Parkway;
- F. Architectural style shall be reflective of the depiction in Exhibit C;

Apartments

- G. Setbacks shall be a minimum of 10’ for the front, side and rear yards. The garage setback shall be a minimum of 5’ for the front, side and rear;
- H. Parking shall be a minimum of 1.8 spaces per unit;
- I. Height of buildings shall not exceed 75’;
- J. A minimum of three amenities shall be required and may include a dog park, pool, clubhouse, gym and offices;

Single-Family Attached Homes

- K. Setbacks shall be a minimum of 5' for the front, side and rear yards;
- L. Parking shall be a minimum of 2 spaces per unit;
- M. Height of buildings shall not exceed 60'; and
- N. A minimum of three amenities shall be required and may include a clubhouse, pool, volleyball, pickleball, dog park, walking path, bocce ball, and tot lot.

**Section 3. Property description.** The property subject to this Zoning District Map amendment is located along the north and south sides of Marine Parkway east of Grand Boulevard as shown on the location map attached hereto as Exhibit "A", and as legally described therein.

**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 6<sup>th</sup> day of November, 2024.

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

**ATTEST:**

**CITY OF NEW PORT RICHEY, FLORIDA**

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

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

(SEAL)

**APPROVED AS TO LEGAL FORM AND CONTENT**

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney CA Approved 9-18-24

**EXHIBIT A**  
**LOCATION MAP AND LEGAL DESCRIPTION**



**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LEGAL DESCRIPTION, TO BE DETERMINED BY A SURVEY, IS TO BE PROVIDED TO THE COMPANY, BY A FLORIDA REGISTERED LAND SURVEYOR; MEETING THE MINIMUM STANDARDS FOR ALL LAND SURVEYS AS SET FORTH IN CHAPTER 472.027, FLORIDA STATUTES OR IN CHAPTER 21 HH 6, FLORIDA ADMINISTRATIVE CODE.

THE COMPANY RESERVES THE RIGHT TO MAKE SUCH ADDITIONAL SCHEDULE B-1, REQUIREMENTS; SCHEDULE B-11, EXCEPTIONS, AND/OR TO MODIFY THE FOREGOING LEGAL DESCRIPTION, AS IT DEEMS NECESSARY.

**PARCEL A:**

A PORTION OF TRACTS 45, 46, 47 AND 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 66, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89°38'19" EAST, A DISTANCE OF 1318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT 48; THENCE RUN NORTH 0°02'16" WEST, A DISTANCE OF 533.02 FEET TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF RIDGEWOOD DRIVE WITH THE EAST BOUNDARY OF SAID TRACT 48, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°38'19" WEST, A DISTANCE OF 1203.48 FEET TO THE INTERSECTION OF THE NORTH LINE OF RIDGEWOOD DRIVE WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 595, SAID EASTERLY RIGHT-OF-WAY LINE BEING 33 FEET EASTERLY FROM THE CENTERLINE OF PAVING AS IT IS NOW CONSTRUCTED; THENCE RUN ALONG THE EASTERLY BOUNDARY OF SAID STATE ROAD NO. 595 NORTH 0°34'27" EAST, A DISTANCE OF 464.31 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 58.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,787.43 FEET AND A CHORD OF 58.22 FEET WHICH BEARS NORTH 1°10'21" EAST, THENCE PARALLEL TO THE SOUTH BOUNDARY OF RIDGE ROAD (SCHOOL ROAD) AS IT IS NOW ESTABLISHED, SOUTH 89°37'10" EAST, A DISTANCE OF 200 FEET; THENCE NORTH 10°40'05" EAST, A DISTANCE OF 254.09 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD, SAID RIGHT-OF-WAY LINE BEING 10 FEET SOUTH OF THE NORTH BOUNDARY OF SAID TRACT 45; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD, SOUTH 89°37'10" EAST, A DISTANCE OF 450.09 FEET TO THE EAST BOUNDARY OF SAID TRACT 45; THENCE ALONG THE EAST BOUNDARY OF SAID TRACTS 45 AND 48, SOUTH 0°02'16" EAST, A DISTANCE OF 772.13 FEET TO THE POINT OF BEGINNING.

AND INCLUDING THE SOUTHERLY 10 FEET OF THAT PORTION OF RIDGE ROAD RIGHT-OF-WAY LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL.

AND ALSO INCLUDING THE NORTHERLY 25 FEET OF THAT PORTION OF RIDGEWOOD DRIVE RIGHT-OF-WAY LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL.

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS: A PORTION OF TRACTS 45 AND 47 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS, OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8, THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89°38'19" EAST, A DISTANCE OF 1,318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT 48; THENCE NORTH 0°02'16"

WEST, DISTANCE OF 1,305.15 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF RIDGE ROAD (SCHOOL ROAD) AS IT IS NOW ESTABLISHED, SAID RIGHT OF WAY LINE BEING 10 FEET SOUTH OF THE NORTH BOUNDARY OF SAID TRACT 45, THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID RIDGE ROAD, NORTH 89°37'10" WEST, A DISTANCE OF 689.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0°02'16" EAST, A DISTANCE OF 368.00 FEET; THENCE NORTH 89°37'10" WEST, A DISTANCE OF 172.00 FEET; THENCE NORTH 0°02'16" WEST, A DISTANCE OF 368.00 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD; THENCE ALONG THE SOUTH RIGHT OF WAY OF SAID RIDGE ROAD, SOUTH 89°37'10" EAST, DISTANCE OF 172.00 FEET TO THE POINT OF BEGINNING

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS: THAT PORTION OF TRACTS 45 AND 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING WITHIN 25.00 FEET OF THE FOLLOWING DESCRIBED CENTERLINE. COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 SECTION 8 AND RUN THENCE SOUTH 89°52'00" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 8, A DISTANCE 1,343.45 FEET TO A POINT, SAID POINT BEING 25.00 FEET EAST OF THE SOUTHEAST CORNER OF SILVER OAKS HILL SUBDIVISION AS SHOWN ON PLAT RECORDED IN PLAT BOOK 8, PAGE 18 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE NORTH 0°15'32" WEST PARALLEL TO AND 25.00 FEET EAST OF THE MOST EASTERN BOUNDARY OF SAID SILVER OAKS SUBDIVISION, 483.02 FEET TO AN INTERSECTION WITH AN EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE; THENCE ALONG A CURVE TO THE LEFT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET TO A POINT ON THE EAST BOUNDARY OF TRACT 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SAID SECTION 8, THENCE NORTH 0°15'32" WEST ALONG SAID EAST BOUNDARY OF SAID TRACT 48, A DISTANCE OF 403.80 FEET; THENCE ALONG A CURVE TO THE LEFT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET TO A POINT WHICH IS 25.00 FEET WEST OF THE EAST BOUNDARY OF TRACT 45 OF SAID TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SAID SECTION 8, THENCE NORTH 0°15'32" WEST PARALLEL TO SAID EAST BOUNDARY OF SAID TRACT 45, A DISTANCE OF 150.00 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 45, SAME BEING THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 TO POINT OF TERMINUS

LESS AND EXCEPT ANY PORTION THEREOF, CONVEYED TO WARREN A. CLARK AND CAROL CLARK, BY VIRTUE OF THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 1227, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 47 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 68, 69, AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89° 38' 19" EAST, A DISTANCE OF 1318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF TRACT 48 OF SAID SECTION 8; THENCE RUN NORTH 0° 02' 16" WEST, A DISTANCE OF 533.02 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE AS IT IS NOW ESTABLISHED WITH THE EAST BOUNDARY LINE OF SAID TRACT 48; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID RIDGEWOOD DRIVE, NORTH 89° 38' 19" WEST, A DISTANCE OF 445.63 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID RIDGEWOOD DRIVE, NORTH 89° 38' 19" WEST, A DISTANCE OF 264.55 FEET; THENCE NORTH 0° 02' 16" WEST, A DISTANCE OF 329.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET BOULEVARD AS IT IS NOW ESTABLISHED; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET BOULEVARD, SOUTH 89° 37' 10" EAST, A DISTANCE OF 264.55 FEET; THENCE SOUTH 00° 02' 16" EAST, A DISTANCE OF 329.28 FEET TO THE POINT OF BEGINNING



OF THE PUBLIC RECORD A OF PASCO COUNTY, FLORIDA, PREVIOUSLY CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, BY WARRANTY DEED DATED JANUARY 20, 1971, SAID WARRANTY DEED BEING RECORDED IN OFFICIAL RECORD BOOK 529, PAGE 770 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 2, C. E. CRAFT'S SUBDIVISION NO. 5, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 2, PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE RUN ALONG THE SOUTH BOUNDARY LINE OF SAID BLOCK 2, NORTH 89°48'27" WEST, A DISTANCE OF 32.62 FEET; THENCE RUN SOUTH 0°02'16" EAST, A DISTANCE OF 38.73 FEET TO THE NORTH BOUNDARY LINE OF SAID TRACT 45, FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 50.00 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT 45; THENCE PARALLEL WITH THE EAST BOUNDARY LINE OF SAID TRACT 45, SOUTH 0°02'16" EAST A DISTANCE OF 10.00 FEET; THENCE PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID TRACT 45, NORTH 89°37'10" WEST, A DISTANCE OF 807.35 FEET TO THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF LOT 8, BLOCK 1, OF SAID C.E. CRAFTS SUBDIVISION NO. 5; THENCE NORTH 0°05'27" WEST, A DISTANCE OF 10.00 FEET TO THE NORTH BOUNDARY LINE OF SAID TRACT 45, THENCE ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 45, SOUTH 89°37'10" EAST, A DISTANCE OF 807.36 FEET TO THE POINT OF BEGINNING.

PARCEL C:

ALL OF LOTS 7, 8, 10, 11 AND 14; THE SOUTH 25 FEET OF LOTS 5 AND 6; AND THE EAST 50 FEET OF LOTS 9 AND 12, ALL LYING IN BLOCK 3 OF PLAT OF RUSH BROTHERS PALM HAVEN ADDITION TO NEW PORT RICHEY, AS RECORDED IN PLAT BOOK 2, PAGE 11, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

PARCEL D:

LOT 3, BLOCK 1, C.E. CRAFT'S NO. 5, SAID LOT, BLOCK AND SUBDIVISION BEING NUMBERED AND DESIGNATED IN ACCORDANCE WITH THE PLAT OF SAID SUBDIVISION AS THE SAME APPEARS OF RECORD IN PLAT BOOK 2 AT PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

PARCEL E:

LOTS 1, 2, 4, 5, 6, AND 7, BLOCK 1, C.E. CRAFTS SUBDIVISION NO. 5, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 62, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

A PORTION OF VACATED RIGHT-OF-WAY FILED JULY 13, 1989, RECORDED IN BOOK 1823, PAGE 1328 OF OFFICIAL RECORDS, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

PARCEL F - VESTING 955-1776 (BLUE):

LOTS 8 THROUGH 23 INCLUSIVE, BLOCK 1; ALSO LOTS 1 THROUGH 16 INCLUSIVE, BLOCK 2; ALSO THAT PORTION OF ASPEN STREET (MAGNOLIA STREET) LYING BETWEEN SAID BLOCKS 1 AND 2, AS VACATED BY THE BOARD OF COUNTY COMMISSIONERS IN OFFICIAL RECORD BOOK 166, PAGES 227 AND 228; ALL LYING IN C.E. CRAFT'S SUBDIVISION NO. 5, AS SHOWN ON PLAT RECORDED PLAT BOOK 2, PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; ALSO LOTS 9, 12 AND 13 BLOCK 3, PALM HAVEN ADDITION AS SHOWN ON PLAT RECORDED IN PLAT BOOK 2, PAGE 11 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; LESS THE EAST 50.00 FEET OF SAID LOTS 9 AND 12.

AND INCLUDING THAT PORTION OF VACATED SCHOOL ROAD LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL AS VACATED BY COUNTY COMMISSIONERS OF PASCO RECORDED IN BOOK 1009, PAGE 213 OF OFFICIAL RECORDS, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

# EXHIBIT B SITE PLAN



## EXHIBIT C ARCHITECTURAL STYLE





# NEW PORT RICHEY

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

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**TO:** City of New Port Richey City Council  
**FROM:** Debbie L. Manns, ICMA-CM, City Manager  
**DATE:** 11/19/2024  
**RE:** First Reading, Ordinance No. 2024-2313: Vacation of Right-of-Way for High Street

**REQUEST:**

The request is for City Council to conduct a first reading of an ordinance to vacate a portion of right-of-way on High Street.

**DISCUSSION:**

This request is part of the rezoning to a PDD for the Villa del Sol development. Staff received an application requesting the vacation and abandonment of the public street right-of-way located on High Street between Grand Boulevard and Aspen Street. The Development Review Committee has reviewed this matter and recommends approval.

**RECOMMENDATION:**

Staff recommends that City Council conduct the first reading as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
☐ Ordinance No. 2024-2313: Vacation of ROW for High Street	Ordinance
☐ Application - Villa Del Sol	Backup Material

**ORDINANCE NO. 2024-2313**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, TO VACATE AND ABANDON THE RIGHT-OF-WAY LOCATED BETWEEN GRAND BOULEVARD AND ASPEN STREET AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, a rezoning request has been made to establish a Planned Development District that will require the vacation of a Right-of-Way on High Street;

**WHEREAS**, the Planned Development District will provide alternate routes available for public use;

**WHEREAS**, an application was received from Grady Pridgen, who is the buyer of the subject property, requesting the vacation and abandonment of the public street right-of-way located on High Street between Grand Boulevard and Aspen Street;

**WHEREAS**, the application for vacation of the public street right-of-way was reviewed by the City's Development Review Committee, which recommended approval of the request to vacate the public street right-of-way subject to relocation of all utilities;

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

**SECTION 1.** The City Council hereby vacates and disclaims all right, title, and interest, in the right-of-way, subject to relocation of all utilities, described and depicted in Exhibit "A", attached hereto and incorporated herein by reference.

**SECTION 2.** The effective date shall be when building permits are issued.

**SECTION 3.** All ordinances or parts of ordinances in conflict herewith are hereby repealed

**SECTION 4.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, then such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 5.** This Ordinance shall take effect upon its passage and adoption.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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:**

**CITY OF NEW PORT RICHEY, FLORIDA**

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

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

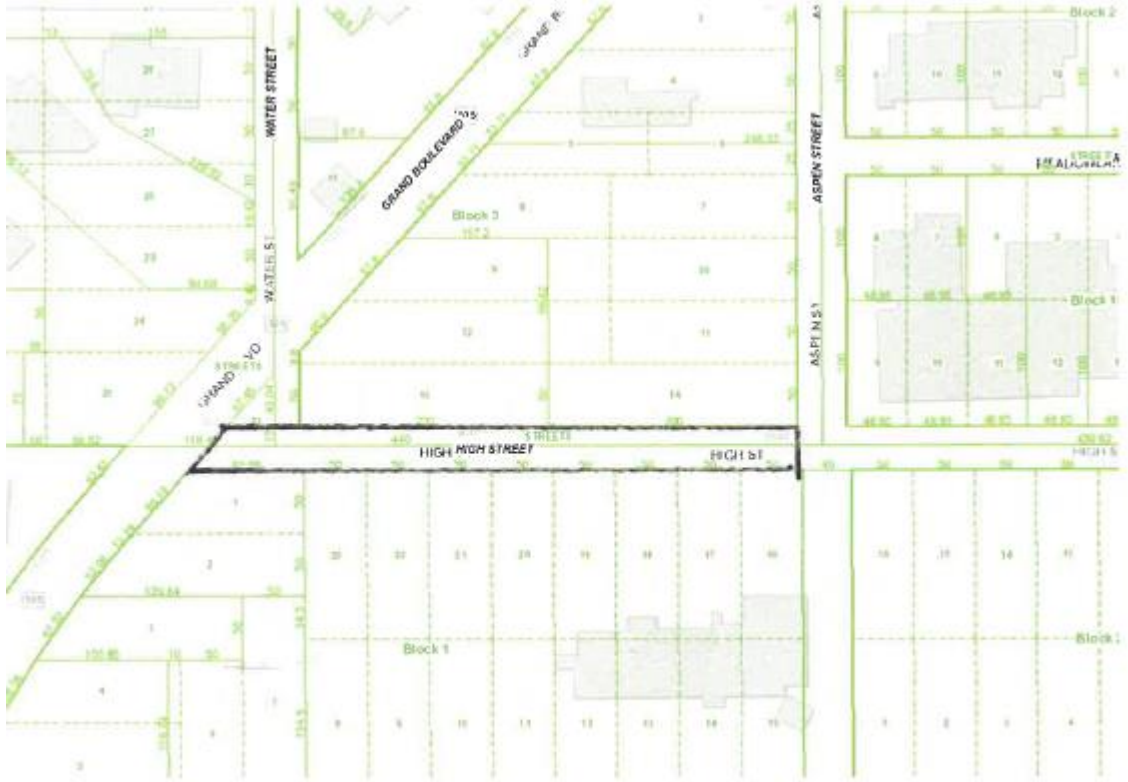
(SEAL)

**APPROVED AS TO LEGAL FORM AND CONTENT**

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney

City Attorney Form Approved \_\_\_\_\_

# EXHIBIT A



Vacation of High Street generally described as the public right-of-way known as High Street located between the eastern side of Grand Boulevard and the western side of Aspen Street.

# Villa del Sol

Nestled in the heart of New Port Richey, along Grand Boulevard, lies a community where the timeless charm of Spanish architecture blends seamlessly with modern living. **Villa del Sol** is more than just a residential community; it's a vibrant tapestry woven with the threads of convenience, culture, and connectivity.

Imagine a place where the sun-kissed terracotta roofs meet the azure Florida skies, where every morning greets you with the promise of new adventures right at your doorstep. Villa del Sol is that place—a sanctuary where the spirit of community thrives amidst the beauty of Spanish design.

Residents of Villa del Sol enjoy a life of leisure and activity. With Gulf High School's educational excellence across the street and James M. Marlowe Elementary a block away, families find peace of mind in the proximity to top-notch education. The community pulses with life, offering a clubhouse for gatherings, a fitness room, and a sparkling pool for those warm Florida days. Sports enthusiasts revel in the pickleball courts, beach volleyball, and a dog park where furry friends can frolic freely.

The heart of Villa del Sol beats in rhythm with Main Street, where a new bike and pedestrian path along Grand Boulevard will lead to an array of stores, restaurants, and the serene Sims Park on the river. This path is a gateway to 30 miles of trails, inviting residents to explore the natural splendor of their surroundings.

A few blocks away, the convenience of Publix and shopping centers await, while a planned golf cart crossing at Marine Parkway and US19 will add a quaint touch to local travel.

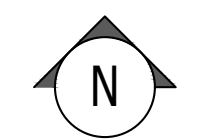
Villa del Sol is not just a place to live; it's a lifestyle—a community that embraces the joy of living where every day feels like a vacation. Welcome to your new home, where life is grand, and the living is easy.



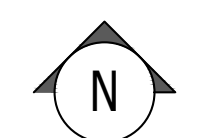




**AERIAL VIEW**  
SCALE: NOT TO SCALE



**SK-1 Rendering**  
August 4, 2024



# Villa Del Sol Planned Development

SINGLE-FAMILY ATTACHED HOMES AND APARTMENT HOME COMMUNITY  
Marine Pkwy / Grand Blvd, New Port Richey, FL 34652

**DAVIS BEWS DESIGN GROUP**  
150 State Street East, Oldsmar, FL 34677  
O: 813-925-1300  
[www.davisbews.com](http://www.davisbews.com)

# Villa del Sol

August 1, 2024

## **VIA ELECTRONIC MAIL**

Re: New Port Richey Multifamily Development Standards – HCA Redevelopment

To Whom It May Concern,

Villa del Sol is a transformative community of single-family attached homes and apartment homes located on the HCA Hospital site at Marine Parkway and Grand Boulevard in New Port Richey, Florida.

The proposed development will meet or exceed the multifamily development standards which are listed below except for a few.

## **Context and Compatibility**

### **1. Range of Housing Types**

*Response:* A variety of housing types will be provided with one-, two-, three- and four-bedroom apartment homes and three-bedroom single-family attached homes. Please see [Exhibit A](#).

### **2. Complementary building arrangement, buffer, and compatible building scale**

*Response:* The proposed plan calls for a landscape buffer of a minimum of five feet. The building minimum setbacks from street frontage property is ten feet. Support for this setback is based on the following. Most of the property lines adjacent to existing right-of-way have approximately ten feet of greenspace between the road paving edge and the property line which combined with the five feet landscape buffer equates to fifteen feet of landscape buffer.

The previous HCA Hospital buildings had building heights of two to four stories. The proposed new buildings are two to four stories. Three-story single family attached homes are across the street north of Ridgewood. This section of the plan is the only portion adjacent to existing single-family homes.

The east boundary of the property is adjacent to a combination of high school ball fields, a water tower and an industrial building. The north boundary is adjacent to a combination of retail and office buildings. The west boundary, north of Marine Parkway, is a combination of retail, restaurant, commercial, office, medical office, and a fire station. The large retention area south of Marine Parkway and east of Grand Boulevard provides an attractive buffer.

The existing large retention area will have a perimeter walking path. An existing traffic light at the intersection of Grand and Marine provides a crosswalk for pedestrian safety. In addition, the existing bike/pedestrian path and streetscape from US19 to Grand along the south side of Marine Parkway will cross to this site and then continue north approximately one mile, to Main Street and Sims Park.

**3. Streets extend from neighboring developments into site**

*Response:* The site has multiple vehicular and pedestrian access points (primarily George Street, Marine Parkway and Grand Boulevard). The site is pedestrian accessible to eight streets: Marine Parkway, Grand Boulevard, George Street, High Street, School Street, Aspen/Magnolia, and Ridgewood. These access points are depicted in Exhibit A, of approximately 2,000 feet of public sidewalk and 2,000 feet of on-site sidewalk.

**4. Neighboring developments connected through pedestrian/bicycle facilities**

*Response:* The City of New Port Richey plans to construct a bike/pedestrian path along Grand Boulevard providing connectivity to the communities to the north, south and west. The project also has internal sidewalks that connect the parking lots, buildings, walking paths, amenities and connect to the public sidewalks and planned bike/pedestrian paths. These sidewalks are shown on Exhibit A.

**5. Pedestrian/bicycle connections provided to adjacent open space/trails**

*Response:* Sidewalks throughout will provide connectivity to open space and trails within the nearby community. The internal sidewalks and walking paths as well as the sidewalks on Marine Parkway provide access to several open areas on the site as well as the existing and planned bike/pedestrian trail on Grand Boulevard to Main Street, Sims Park, and future trail extensions. The property will also have walking paths around the perimeter of the two ponds. These sidewalks and trails are depicted throughout Exhibit A.

**6. Building setback is similar to neighboring buildings**

*Response:* The large office building adjacent to the north on High Street has a building setback of 10 feet. The proposed plan has building setbacks from property lines fronting streets, ranging from 10 feet to 40 feet.

**7. Privacy of neighboring structures respected with windows and upper floor balconies positioned to minimize views into neighboring properties**

*Response:* The proposed design provides privacy to the adjacent residential homes located south of Ridgewood. This area will feature three-story single family attached homes. Existing single-family homes are across the street south. The City is considering plans to improve Ridgewood with new pavement, parallel parking, landscaping, and trees which will provide additional screening and privacy.

## **Building Placement and Orientation**

### **8. Buildings oriented toward adjacent public streets, courtyards, and other public spaces**

*Response:* The buildings are thoughtfully placed. The single-family attached homes are oriented to front on Marine Parkway, George Street and Ridgewood. The fronts of the internal homes face each other in a courtyard setting or face the amenity area. The apartment home buildings are placed to create large courtyards with amenities. The apartment home portion of the site is bordered by Gulf High School to the east, restaurants, retail, and office to the north and medical office to the west. Three apartment home buildings will be oriented toward Grand Boulevard to create a sense of place and define the edge of the new community. They will have distinctive architectural elements. The clubhouse located on Grand Boulevard will house the leasing and management offices, workplace offices for residents and clubhouse amenities. Please see [Exhibit A](#).

### **9. Buildings placed parallel to street edges or perpendicular to street when arranged around a courtyard or open space**

*Response:*

All Apartment home buildings are placed parallel or perpendicular to Grand, High, Marine Parkway or George. The single-family attached homes are all perpendicular or parallel to Marine, Ridgewood, and George. The internal single-family homes face each other in a courtyard setting or face the amenity area. The three apartment home buildings on Grand Boulevard and the two apartment home buildings on George Street are positioned to create large courtyards with amenities. Please see [Exhibit A](#).

### **10. Decorative fences, walls and landscape used when buildings are set substantially back from street**

*Response:* A visual screen wall will be installed along the southern border of the apartment home portion of the site. The proposed wall height is eight feet to provide enhanced screening. In addition, both sides of the wall be landscaped to enhance the screening.

### **11. Spacing between buildings to meet zoning requirements, wider spacing for taller buildings**

*Response:* Not applicable. PDD zoning.

### **12. Primary building entries are identifiable and visible from the street**

*Response:* Attractive monument signage, hardscape and landscaping will clearly identify primary building entries from the various streets.

### **13. Street facing garage doors are discouraged**

*Response:* There are no street facing garage doors.

## **Vehicular and Pedestrian Circulation**

### **14. Residential and collector drives designed to encourage building clusters that define identifiable neighborhoods**

*Response:* The single-family attached homes and apartment home buildings are clustered. The combination of the placement of buildings as they relate to the multiple existing roads clearly defines the identifiable neighborhood. Please see [Exhibit A](#).

### **15. Excessively straight and wide drives are discouraged**

*Response:* The existing streets are straight. The internal drives are configured to have minimum visibility from the roads. Please see [Exhibit A](#) for this depiction.

### **16. Streets include sidewalks, pedestrian-scale lights, and amenities**

*Response:* Sidewalks are located around the perimeter of each building. In addition to sidewalks

on Marine Parkway, the City of New Port Richey is constructing a pedestrian/bike path with landscaping and lighting along the east side of Grand Boulevard to Main Street. Walking paths will be located around the perimeter of both ponds. Attractive and appropriate lighting will be provided in all pedestrian, parking and amenity areas. Benches will be provided along all pedestrian walkways. Please see Exhibit A.

**17. System of pedestrian walkways links all site entrances, building entries, parking areas and common outdoor spaces**

*Response:* All pedestrian walkways throughout the property will be linked to all site entrances, building entries, parking areas and common outdoor spaces, and will connect to the existing and future pedestrian/bike trail from US19 to Marine Parkway and to Main Street and Sims Park. Please see [Exhibit A](#).

**18. Internal sidewalks abutting vehicular circulation are raised or separated by a physical barrier**

*Response:* Internal sidewalks abutting vehicular circulation areas will be elevated or separated by a physical barrier.

**19. Bicycle racks provided on site**

*Response:* Bicycle racks will be installed for each apartment home building.

**Common Open Spaces and Amenities**

**20. Common open space is incorporated as an amenity**

*Response:* Generous open space amenities will exist for residents. The proposed plan features several open space amenity areas. Please see [Exhibit A](#).

**21. Common open space is designed, landscaped, and furnished**

*Response:* Professionally designed landscaping and furnishings will be provided throughout the community, including all common open space areas. Please see Exhibit A.

**22. 50 units or more contains one central open space for focal point and gathering space in addition to other smaller diverse open spaces**

*Response:* The apartment home community will have three open spaces of diverse sizes and features. The single-family attached community will feature a large open area which will include an amenity building and several outdoor amenities including a pool. In addition, the two large retention areas will feature walking paths and benches.

**23. Large-sized developments include facilities to meet the social, civic or public safety needs of residents**

*Response:* These requirements will be provided by the building's design to ensure the safety of residents, community members, and staff. Proper fire safety, electrical, and utility, and signage will be provided to satisfy city code and make a safe environment in cases of emergency.

**24. On-site amenities to meet activity interest of age groups residing in development**

*Response:* An abundance of amenities will be provided including but not limited to fitness room, walking trails, open green space, dog parks, bocce ball, playground, swimming pool, outdoor kitchen, pickle ball, dog grooming room, workspace conference rooms, indoor kitchen, clubhouse and more. Please see [Exhibit B](#) for representative images of the planned amenities.

**25. Minimum number of amenities provided (3 amenities for Large-size development)**

*Response:* The community will exceed the three amenities minimum. The six open space amenities are twice the standard. Please see response 24 above for a partial list of planned amenities.

### **Private Open Spaces**

**26. Private open space (80 sf) provided in at least 50% of units**

*Response:* The apartment home community will provide an average 50 sf of private open space in at least 65% of the units (primarily with balconies). Most of the single-family attached homes will have at least 80 sf of private open space (primarily with front yards).

### **Site Furnishings and Utilities**

**27. Site furnishings provided in open space**

*Response:* Open spaced site furnishings may include cabanas, outdoor kitchens, Bocce ball courts, pool with loungers, covered seating, benches, bike racks, pickle ball courts, seating, fencing and water fountains for dog parks. See Exhibit B.

**28. Fencing and wall material are compatible with building**

*Response:* Fencing and wall material will be of similar color palette of the buildings.

**29. Retaining wall material is compatible with building**

*Response:* Retaining wall material will be of similar design to the building materials and colors.

**30. Service and utility areas located external to building are enclosed or screened**

*Response:* All above ground utilities, including electrical transformers, are screened with landscaping. Service areas will be enclosed or screened with fencing and/or landscaping.

**31. Dumpsters are completely screened**

*Response:* The dumpsters and/or compactors will be screened with masonry walls and finishings that are of equal design quality as the building materials.

**32. Underground utilities**

*Response:* All on-site utilities will be underground, as pursuant to the city development standards.

**33. Roof mounted mechanical equipment is screened from ground view**

*Response:* All rooftop equipment will be screened from ground view by the decorative roof parapet walls and roof features integrated into the design and strategically placed around the building perimeter.

### **Context and Compatibility**

**34. Design incorporates neighborhood architectural features**

*Response:* The building design incorporates the neighborhood by providing multiple materials with a goal of redefining and improving its architectural character. See Exhibit C.

**35. Appropriate transition between development and abutting site**

*Response:* Most of the site is bordered by Gulf High School and industrial to the east, existing medical facilities, fire station, retail, commercial, office and medical office to the north and west. The southern border is adjacent to single family homes that are located south of Ridgewood. As a transition to the existing single-family homes located south of Ridgewood, single-family attached homes are located on the north side of Ridgewood. As a transition to the single-family homes located across the street of the southwest portion of the site along Grand and Marine, the existing retention area provides an attractive buffer. See Exhibit A.

## **Mass and Scale**

**36. Building façade displays rhythm through recurrence of building elements**

*Response:* The building facade displays rhythm through recurring buildings elements such as balconies, façade treatments, windows, and other architectural features. These features enhance the visual impact of the buildings. Please see [Exhibit C](#).

**37. Building has masses and forms for visual appeal. No flat building**

*Response:* The building massing has visual appeal with the placement of recurring building elements as discussed in response 36 above. Please see [Exhibit C](#).

**38. Building massing demonstrates a balanced appearance**

*Response:* The building massing has 3-dimensional visual appeal through recurring building elements as discussed in the response to 36 above. The consistency throughout the building massing provides a balanced appearance. Please see [Exhibit C](#).

**39. Building design incorporates heavier and massive elements at base and lighter elements above base**

*Response:* The architectural elements provide a visual base which is complemented by recurring horizontal and vertical building elements. Please see [Exhibit C](#).

## **Building Materials and Architectural Details**

**40. Acceptable facade materials**

*Response:* The building exterior materials meet the approved material standards.

**41. Side and rear facades visible to the public are designed with similar elements as front facade**

*Response:* All sides of the buildings will feature similar elements as the front façade.

**42. A unit's entry is enhanced through architectural elements**

*Response:* All apartment home entries from the exterior are enhanced with architectural elements, that make clear that there is an entrance. Each single-family attached home will feature attractive front door elements.

**43. Acceptable roofing material**

*Response:* All roofing material will meet approved roofing standards.

**44. Color of building is not a monotonous color or garish**

*Response:* The buildings feature a combination of colors which, along with the recurring building elements, provide visually appealing buildings. Please see [Exhibit C](#).

**45. Design and construction of garages is compatible with the principal building**

*Response:* Freestanding garages will complement and incorporate the materials and colors of apartment home buildings.

## **Natural Features**

**46. Preservation of significant natural features**

*Response:*

N/A. The site was previously improved with a large hospital complex.



### **Land Disturbance**

**47. Does not include extensive grading or unusual site improvements**

*Response:* The site was previously 100% developed with a large hospital facility which was removed. Therefore, extensive grading has already occurred. No unusual site improvements are planned.

**48. Layout follows natural topography of site**

*Response:* The site was previously 100% developed as a large hospital facility and was later removed. The existing topography is flat.

### **Landscaping Materials and Standards**

**49. Site landscaping enhances architecture and outdoor spaces**

*Response:* The landscaping will enhance the look and feel of the community.

**50. Wide range of plant material**

*Response:* A wide array of landscape materials will be provided. The landscaping will enhance the look and feel of the community.

**51. Landscaped areas are covered in live plant material**

*Response:* The property will feature live, and attractive plant material utilized throughout the site.

**52. Appropriate irrigation**

*Response:* Appropriate irrigation will be provided to ensure the health and beauty of the landscaping.

**53. Landscape plantings used to define private space from public space**

*Response:* The property entry drives will be distinctive, unique and offer a sense of arrival. The property will incorporate multiple plant species to enhance the look and feel of the community.

### **Parking Lot Landscaping**

**54. Detached garages in a row are separated by landscaped islands**

*Response:* Proposed landscaping will provide diamond landscape islands between the detached garages in a row. This will function as a natural safety barrier for drivers but also make for an enhanced parking plan. The garages and respective landscaped islands will be shown in detail in an upcoming set of plans.

**55. Parking lots, structures and garages are screened from adjacent streets and public spaces through use of landscaping or fences**

*Response:* Landscaping will provide sufficient screening around structures and garages from adjacent streets and public spaces.

### **Lighting**

**56. Pedestrian walkways are lit through use of low glare-controlled fixtures**

*Response:* The lighting will be designed to provide a highlight of aesthetic features and function properly for movement through the spaces to generate a feeling of safety. Low glare-controlled fixtures will be incorporated on this property throughout the internal sidewalks and walkways.

**57. Light poles or other lighting structures do not exceed 20' in height, bollards do not exceed 4' in height.**

*Response:* All lighting will meet the requirements of the city. The specific location of light fixtures throughout the property will be incorporated into a future, more detailed plan set.

**58. Light fixtures use full cut-off lenses or hoods to prevent glare onto neighboring properties or roadways**

*Response:* All lighting on the development will be designed accordingly to meet all the city's requirements and reduce as much impact as possible to neighbors, wildlife, and roadways. The specific location of light fixtures throughout the property will be incorporated into a future, more detailed plan set.

**59. Light fixtures are color-correct type for visual comfort for pedestrians**

*Response:* Lighting will be designed accordingly to minimize overspill into adjacent roadways/properties while still providing the necessary visual acuity and security needs of a lighting plan. The specific location and detailed type of light fixtures throughout the property will be incorporated into a future, more detailed plan set.

**Storm Water Management**

**60. Uses green roofs, permeable pavement, rain barrels, rain gardens or vegetated swales**

*Response:* The proposed design, where feasible, will incorporate open areas to help limit the amount of runoff generated and incorporate permeable pavement and/or vegetated swales within the surface water management system design.

**61. Drainage patterns prevent concentrated surface drainage from collecting on and flowing across pedestrian walkways**

*Response:* The site will be designed to prevent concentrated surface drainage from collecting on and flowing across pedestrian walkways. As an example, the proposed pedestrian walkways will be either raised, at the elevation of the adjacent curb, or pitched to flow into vehicular use area.

**Energy Efficiency, Water Conservation, and Resiliency**

**62. Plans demonstrate implementation of energy efficient site and building design**

*Response:* The site lighting will consist of pedestrian scale pole mounted fixtures near the building and parking lot pole mounted fixtures at other parking areas. Building components meet or exceed the energy code requirements with Energy Star appliances provided in each apartment. Low flow plumbing fixtures are also included to conserve the use of water.

**63. Demonstrates water conservation measures for site and building design**

*Response:* Irrigation will be low-volume, efficient irrigation to provide the least impact to water resources while still maintaining the health and beauty of the landscaping.

**64. Demonstrates resiliency measures to protect, mitigate and recover from impacts of flooding and other natural disasters**

*Response:* The site is in Flood Zone X and is high and dry. The stormwater retention system will be enhanced to meet current regulations.

# Villa del Sol

## *Exhibit A*

# SITE STATISTICS / DESIGN CRITERIA

<b>Overall Specs:</b>	<b>Totals:</b>	
Total Acreage	23.98	
Maximum Density Allowed Units/Acre	30	19.89 Proposed
Maximum Units Allowed	719	453 Proposed
<b>Proposed Unit Matrix</b>		
Apartment Units	300	
Single-Family Attached Homes	153	
Total Square Footage of Site	1,044,430	
Max Impervious Area SF	835,544	(80.00%)
Proposed SF of Green Space and %	446,350	(42.74%)
Total Impervious Area SF and %	598,080	(57.26%)

<b>Apartments:</b>		
Minimum Required Spaces per Unit	15	(450 Total)
Total Proposed Parking Spaces	546	(1.82 per Unit)
<b>Proposed Parking Matrix</b>		
Standard	366	(9x18)
Accessible (w/ 5 ft Access Aisle)	9	(12x18)
Tree Island Compact	54	(9x16 +/- depth)
Compact	16	(8x18)
One Story Garages	30	(10x20)
Electric Charging	2	(9x18)
On Street Parallel Parking	9	(9x23)

Minimum Apartment Front, Side, Rear Setbacks	10 ft
Minimum Garage Front, Side, Rear Setbacks	5 ft
Minimum Parking Setback	5 ft
Maximum Building Height to Top of Roof Peak	67 ft
Maximum Height of Additional Roof Elements	15 ft
<b>Amenity list:</b>	
Dog park	
Pool	
Clubhouse	
Gym	
Offices	

<b>Single-Family Attached Homes:</b>		
<b>Totals:</b>		
Total Units	153	
Minimum Parking Spaces	230	(1.5 per/unit)
Total Garage Spaces	306	
On Street Parallel Parking	62	(9x23 ea)
(Not Including Ridgewood Drive)		
Total Parking	368	(2.4 per/unit)
Minimum Building Front, Side, Rear Setbacks	5 ft	
Maximum Building Height to Top of Roof Peak	57 ft	
Minimum Lot Size:	16x60 ft	

<b>Amenity list:</b>	
Clubhouse	
Pool	
Volleyball	
Pickleball	
Dog Park	
Walking path	
Bocce Ball	
Tot Lot	



**AERIAL VIEW**  
SCALE: NOT TO SCALE

## GRAPHICS LEGEND

- AREA UNDER DENSITY TABULATION
- AREA NOT INCLUDED UNDER TABULATION
- PUBLIC R.O.W. / DOMAIN
- AREA TABULATION BOUNDARY
- PROPOSED TREE/LANDSCAPING
- PROPOSED SINGLE-FAMILY ATTACHED HOMES

## SK-2 Site Plan

August 4, 2024



# Villa Del Sol Planned Development

SINGLE-FAMILY ATTACHED HOMES AND APARTMENT HOME COMMUNITY  
Marine Pkwy / Grand Blvd, New Port Richey, FL 34652



**DAVIS BEWS DESIGN GROUP**

150 State Street East, Oldsmar, FL 34677  
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# Villa del Sol

## *Exhibit B*















# Amenities















# Villa del Sol

## *Exhibit C*





# FUTURE LAND USE MAP AMENDMENT

City of New Port Richey, Florida • Community Development Department  
5919 Main Street • New Port Richey, FL 34652 • 727-853-1047 • www.cityofnewportrichey.org

*Please complete ALL sections of this application.  
Incomplete applications will be returned to the Applicant or Representative.*

Date Received

### Required Attachments:

- Applicable fees to be paid (checks made payable to the *City of New Port Richey*)
- Current survey (not to exceed 24" x 36")
- Proof of ownership in the form of a copy of the deed, title insurance policy, or other instrument

### Submittal Information: *Please address the following on a separate sheet and attach to this application.*

Florida Statutes (FS) Section 163.3177(1)(f) provides "All mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue." Data must be taken from professionally accepted sources.

- A. Conformance to FS § 163.3177(6)(a)8. This Section provides that Future Land Use Map amendments shall be based upon an analysis of three factors. The three factors and conformance of the proposed FLUM amendment with each of the three factors is addressed below:
  - 1. An analysis of the availability of facilities and services.
  - 2. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.
  - 3. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.
  
- B. Conformance to FS § 163.3177(6)(a)9. This section provides the future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl. It requires two different types of urban sprawl analysis: primary indicators and urban form factors.
  - 1. Primary indicators. The 13 primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. An analysis of whether the proposed FLUM amendment discourages urban sprawl is addressed below.
    - a. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.
    - b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
    - c. Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.
    - d. Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.
    - e. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.
    - f. Fails to maximize use of existing public facilities and services.
    - g. Fails to maximize use of future public facilities and services.
    - h. Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.
    - i. Fails to provide a clear separation between rural and urban uses.
    - j. Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.
    - k. Fails to encourage a functional mix of uses.
    - l. Results in poor accessibility among linked or related land uses.
    - m. Results in the loss of significant amounts of functional open space.
  - 2. Secondary indicators. The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following eight factors.
    - a. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.
    - b. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

- c. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.
- d. Promotes conservation of water and energy.
- e. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.
- f. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.
- g. Promotes conservation of water and energy.
- h. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.
- i. Preserves open space and natural lands and provides for public open space and recreation needs.
- j. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.
- k. Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

1. Current Property Owner(s) <b>New Port Richey Hospital, Inc / HCA Realty, Inc. / HCA Squared, LLC</b>					
Mailing Address		City	County	State	Zip
Phone Number		Email			
2. Representative of Owner <b>Grady Bridgen, Manager, NPR Grand 1, LLC.</b>					
Relationship to Owner <b>Contract</b>					
Mailing Address <b>240 4th St. N.</b>		City <b>St. Petersburg</b>	County <b>Pinellas</b>	State <b>FL</b>	Zip <b>33701</b>
Phone Number <b>727.577.5390</b>		Email <b>grady@bridgendevelopment.com</b>			
3. Primary Contact (Phone Number & Email) <b>SAME AS 2.</b>					

4. Site Address <b>5637 Marine Parkway</b>		
General Location <b>Grand Boulevard + Marine Parkway</b>		
Size of Site <b>1,031,936</b>	Square Feet	Acres <b>23.69</b>
Legal Description of Subject Property <b>See attached</b>		
Tax Parcel Number(s) <b>See attached</b>		
Future Land Use Category	Proposed Future Land Use Category	
Existing Use (Include number of residential units and/or spare footage of non-residential uses)		
Proposed Use (Provide details about the specific use requested) <b>Single-family attached homes and Apartment homes</b>		

5. How is the proposal consistent with the goals, objectives, and policies of the Comprehensive Plan?  
 "Located adjacent to the major roadwork network" and "readily accessible to commercial activities". "stimulates both new and redevelopment".

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.

<p><b>POTABLE WATER</b> - Adopted level of service (LOS) = 152 gal/day/capita (non-residential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><i>Single Family:</i> 152 gal x 2.12 persons/household x <u>160</u> units = <u>51,558</u> gal/day/capita (demand)</p> <p><i>Multi-Family:</i> 152 gal x 1.90 persons/household x <u>300</u> units = <u>86,140</u> gal/day/capita (demand)</p> <p><u>Commercial:</u> See Table I attached from the Land Development Code for estimated water/sewage flows.</p>	<p><b>WASTE WATER</b> - Adopted level of service (LOS) = 114 gal/day/capita (non-residential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><i>Single Family:</i> 114 gal x 2.12 persons/household x <u>160</u> units = <u>38,669</u> gal/day/capita (demand)</p> <p><i>Multi-Family:</i> 114 gal x 1.90 persons/household x <u>300</u> units = <u>64,980</u> gal/day/capita (demand)</p> <p><u>Commercial:</u> See Table I attached from the Land Development Code for estimated water/sewage flows.</p>
<p><b>SOLID WASTE</b> - Adopted level of service (LOS) = 6.3 lbs/day/capita (non-residential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><i>Single Family:</i> 6.3 lbs x 2.12 persons/household x <u>160</u> units = <u>2,137</u> gal/day/capita (demand)</p> <p><i>Multi-Family:</i> 6.3 x 1.90 persons/household x <u>300</u> units = <u>3,691</u> gal/day/capita (demand)</p> <p><u>Commercial:</u> See Table I attached from the Land Development Code for estimated solid waste.</p>	<p><b>RECREATION/OPEN SPACE</b> - Refer to the New Port Richey Comprehensive Plan for adopted level of service standards.</p> <p><u>Residential:</u></p> <p><i>Single Family:</i> <u>160</u> units x 2.12 persons/household = <u>339</u> (population projection)</p> <p><i>Multi-Family:</i> <u>300</u> units x 1.90 persons/household = <u>570</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><b>Stormwater Management.</b> Refer to the Stormwater Management and Erosion Control Policy and Procedures Manual for standards necessary to comply: LOS = 25-year, 24-hour storm event. The Manual is on the Public Works website.</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.

- 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: \_\_\_\_\_
- 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.
  - 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: \_\_\_\_\_
  - The data shall be in conformance with Notes 3a and 3b of "Existing Conditions" contained in the Land Development Code.
- Existing directional PM PEAK hour traffic volumes and LOS on all existing collectors/arterials in study area. Provide information here: \_\_\_\_\_
- Existing turning movement volumes at the impacted intersection(s) and intersection LOS. \_\_\_\_\_

APPLICATION & HEARING PROCESS

A pre-application meeting must 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 shall be present at all meetings including DRC, LDRB, and City Council, as applicable. Call Planning and Development Department Staff at 727-853-1050 to find out when this case will be scheduled for these meetings.

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 and photograph, and post a notice on the property described in this application.

I, See attached authorization AUTHORIZATION FOR OWNER'S REPRESENTATIVE(S), the owner, hereby authorize \_\_\_\_\_ to act as my representative(s) in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Owner's Signature \_\_\_\_\_

Sworn to and subscribed before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally Known OR  Produced Identification

Type of Identification Produced: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

APPLICANT'S AFFIDAVIT

I, 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.)

Grady Pridden  
Owner or Representative's Name (Printed)

[Signature]  
Owner or Representative's Signature

Sworn to and subscribed before me by Grady Pridden

this 26th day of July, 2024.

Personally Known OR  Produced Identification

Type of Identification Produced: FLDL

Notary Signature: [Signature]



CASEY STINEMAN  
Commission # HH 274978  
Expires June 12, 2026

FUTURE LAND USE MAP AMENDMENT

City of New Port Richey, Florida • Community Development Department  
5919 Main Street • New Port Richey, FL 34652 • 727-853-1047 • www.cityofnewportrichey.org



## REZONING APPLICATION

City of New Port Richey, Florida • Community Development Department  
5919 Main Street • New Port Richey, FL 34652 • 727-853-1047 • www.cityofnewportrichey.org

Please complete ALL sections of this application.  
Incomplete applications will be returned to the Applicant or Representative.



**Required Attachments:**

- Applicable fees to be paid (checks made payable to the *City of New Port Richey*)
- Current survey (not to exceed 24" x 36")
- Proof of ownership in the form of a copy of the deed, title insurance policy, or other instrument

Submission Information: Please address the following on a separate sheet and attach to this application.

**Guidelines for Granting a Rezoning, LDC § 5.0111**

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.

1. Current Property Owner(s) <b>New Port Richey Hospital, Inc. / HCA Realty, Inc. / HCA Squared, LLC.</b>				
Mailing Address	City	County	State	Zip
Phone Number	Email			
2. Representative of Owner <b>Grady Bridgen</b>				
Relationship to Owner <b>Contract</b>				
Mailing Address	City	County	State	Zip
Phone Number	Email			
3. Primary Contact (Phone Number & Email) <b>Same as 2.</b>				



4. Site Address <b>5637 Marine Parkway</b>	
General Location <b>Marine Parkway and Grand Boulevard</b>	
Size of Site <del>1,031,936</del> <b>1,031,936</b> Square Feet	<b>23.69</b> Acres
Legal Description of Subject Property <b>See Attached</b>	
Tax Parcel Number(s) <b>See Attached</b>	
Zoning District	Proposed Zoning District
Future Land Use Category	Proposed Future Land Use Category
Existing Use (Include number of residential units and/or spare footage of non-residential uses)	
Proposed Use (Provide details about the specific use requested)	

5. How is the proposal consistent with the goals, objectives, and policies of the Comprehensive Plan?  
**"Located adjacent to the major roadwork network" and "readily accessible to commercial activities". "stimulates both new and redevelopment."**

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.

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**Stormwater Management.** Refer to the Stormwater Management and Erosion Control Policy and Procedures Manual for standards necessary to comply: LOS = 25-year, 24-hour storm event. The Manual is on the Public Works website.

**Transportation:**  
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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: \_\_\_\_\_
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. Existing directional PM PEAK hour traffic volumes and LOS on all existing collectors/arterials in study area. Provide information here: \_\_\_\_\_
4. Existing turning movement volumes at the impacted intersection(s) and intersection LOS. \_\_\_\_\_

**APPLICATION & HEARING PROCESS**

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**ATTENDANCE AT MEETINGS**

The applicant or applicant's representative shall be present at all meetings including DRC, LDRB, and City Council, as applicable. Call Planning and Development Department Staff at 727-853-1050 to find out when this case will be scheduled for these meetings.

**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 and photograph, and post a notice on the property described in this application.

**AUTHORIZATION FOR OWNER'S REPRESENTATIVE(S)**

I, See attached authorization, the owner, hereby authorize \_\_\_\_\_ to act as my representative(s) in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Owner's Signature \_\_\_\_\_

Sworn to and subscribed before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Personally Known OR  Produced Identification

Type of Identification Produced: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

APPLICANT'S AFFIDAVIT

I, 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.)

Grady Bridgen  
Owner or Representative's Name (Printed)

Grady Bridgen  
Owner or Representative's Signature

Sworn to and subscribed before me by Grady Bridgen  
this 26th day of July, 2024

Personally Known OR  Produced Identification

Type of Identification Produced: FL DL

Notary Signature: [Signature]



CASEY STINEMAN  
Commission # HH 274978  
Expires June 12, 2026



CASEY STINEMAN  
Commission # HH 274978  
Expires June 12, 2026

REZONING APPLICATION

City of New Port Richey, Florida • Community Development Department  
5919 Main Street • New Port Richey, FL 34667 • 777-953-1047 • www.cityofnewportrichey.org

**SELLER/OWNER AUTHORIZATION**

**NEW PORT RICHEY HOSPITAL, INC., A FLORIDA CORPORATION, HCA REALTY, INC., A TENNESSEE CORPORATION, AND HCA SQUARED, LLC, A DELAWARE LIMITED LIABILITY COMPANY** collective are the owners of the tracts of real property legally described in attached **EXHIBIT A**, by this reference incorporated herein. The real property in question is depicted in **EXHIBIT B** attached hereto and by this reference incorporated herein. The real property in question is under contract for sale to **NPR GRAND 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY**.


The undersigned owners of the real property hereby designate to **NPR GRAND 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, and its principal, **GRADY C. PRIDGEN, III**, as their collective authorized agent to work with the City of New Port Richey, Florida, the governmental entity with jurisdiction over the property in question for the purposes of applying for land use change, or changes, to make applications to change the zoning of the property, to apply for right-of-way vacations, and any and all other ancillary or related governmental approvals in connection with the above-referenced real property. This authorization shall remain in effect until terminated by the owners in writing delivered to the City of New Port Richey Planning and Zoning Department.

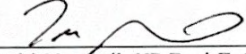
Dated this 18<sup>th</sup> day of July, 2024.

*The balance of this page was intentionally left blank.*

NEW PORT RICHEY HOSPITAL, INC.,  
a Florida corporation

HCA REALTY, INC.,  
a Tennessee corporation

By:   
\_\_\_\_\_  
Todd Maxwell, VP Real Estate

By:   
\_\_\_\_\_  
Todd Maxwell, VP Real Estate

HCA SQUARED, LLC  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Todd Maxwell, VP Real Estate

**Joinder and Consent**

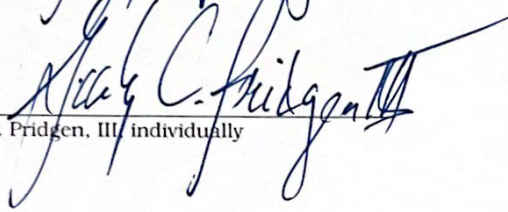
The undersigned join in the above-referenced owner authorization and agree to discharge the actions delineated therein

Dated this 18<sup>th</sup> day of July, 2024.


NPR GRAND 1, LLC.  
a Florida limited liability company

By:

  
Grady C. Pridden, III, Manager

  
Grady C. Pridden, III, individually

**Exhibit A**

 <p><b>First American</b></p> <p>Exhibit A</p>	<p>ISSUED BY First American Title Insurance Company</p> <p>File No: NCS-1135724-NAS</p>
---	---

File No.: NCS-1135724-NAS

The Land referred to herein below is situated in the County of Pasco, State of Florida, and is described as follows:

THE LEGAL DESCRIPTION, TO BE DETERMINED BY A SURVEY, IS TO BE PROVIDED TO THE COMPANY, BY A FLORIDA REGISTERED LAND SURVEYOR; MEETING THE MINIMUM STANDARDS FOR ALL LAND SURVEYS AS SET FORTH IN CHAPTER 472.027, FLORIDA STATUTES OR IN CHAPTER 21 HH 6, FLORIDA ADMINISTRATIVE CODE.

THE COMPANY RESERVES THE RIGHT TO MAKE SUCH ADDITIONAL SCHEDULE B-I, REQUIREMENTS; SCHEDULE B-II, EXCEPTIONS; AND/OR TO MODIFY THE FOREGOING LEGAL DESCRIPTION, AS IT DEEMS NECESSARY.

**PARCEL A:**

A PORTION OF TRACTS 45, 46, 47 AND 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89° 38' 19" EAST, A DISTANCE OF 1313.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT 48; THENCE RUN NORTH 0°02'16" WEST, A DISTANCE OF 533.02 FEET TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF RIDGEWOOD DRIVE WITH THE EAST BOUNDARY OF SAID TRACT 48, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°38'19" WEST, A DISTANCE OF 1203.48 FEET TO THE INTERSECTION OF THE NORTH LINE OF RIDGEWOOD DRIVE WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 595, SAID EASTERLY RIGHT-OF-WAY LINE BEING 33 FEET EASTERLY FROM THE CENTERLINE OF PAVING AS IT IS NOW CONSTRUCTED; THENCE RUN ALONG THE EASTERLY BOUNDARY OF SAID STATE ROAD NO. 595 NORTH 0°34'27" EAST, A DISTANCE OF 464.31 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 58.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,787.43 FEET AND A CHORD OF 58.22 FEET WHICH BEARS NORTH 1°10'21" EAST, THENCE PARALLEL TO THE SOUTH BOUNDARY OF RIDGE ROAD (SCHOOL ROAD) AS IT IS NOW ESTABLISHED, SOUTH 89°37'10" EAST, A DISTANCE OF 200 FEET; THENCE NORTH 10°40'05" EAST, A DISTANCE OF 254.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD, SAID RIGHT-OF-WAY LINE BEING 10 FEET SOUTH OF THE NORTH BOUNDARY OF SAID TACT 45; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD, SOUTH 89°37'10" EAST, A DISTANCE OF 950.09 FEET TO THE EAST BOUNDARY OF SAID TRACT 45; THENCE ALONG THE EAST BOUNDARY OF SAID TRACTS 45 AND 48, SOUTH 0°02'16" EAST, A DISTANCE OF 772.13 FEET TO THE POINT OF BEGINNING.

AND INCLUDING THE SOUTHERLY 10 FEET OF THAT PORTION OF RIDGE ROAD RIGHT -OF-WAY LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL.

AND ALSO INCLUDING THE NORTHERLY 25 FEET OF THAT PORTION OF RIDGEWOOD DRIVE RIGHT-OF-WAY LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL.

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS: A PORTION OF TRACTS 45 AND 47 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS, OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8, THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89°38'19" EAST, A DISTANCE OF 1,318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT 48; THENCE NORTH 0°02'16"

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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**Exhibit A**

WEST, DISTANCE OF 1,305.15 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF RIDGE ROAD (SCHOOL ROAD) AS IT IS NOW ESTABLISHED, SAID RIGHT-OF-WAY LINE BEING 10 FEET SOUTH OF THE NORTH BOUNDARY OF SAID TRACT 45; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD, NORTH 89°37'10" WEST, A DISTANCE OF 689.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0°02'16" EAST, A DISTANCE OF 368.00 FEET; THENCE NORTH 89°37'10" WEST, A DISTANCE OF 172.00 FEET; THENCE NORTH 0°02'16" WEST, A DISTANCE OF 368.00 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF SAID RIDGE ROAD, SOUTH 89°37'10" EAST, DISTANCE OF 172.00 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS: THAT PORTION OF TRACTS 45 AND 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING WITHIN 25.00 FEET OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 SECTION 8 AND RUN THENCE SOUTH 89°52'00" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 8, A DISTANCE 1,343.45 FEET TO A POINT, SAID POINT BEING 25.00 FEET EAST OF THE SOUTHEAST CORNER OF SILVER OAKS HILL SUBDIVISION AS SHOWN ON PLAT RECORDED IN PLAT BOOK 8, PAGE 18 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE NORTH 0°15'32" WEST PARALLEL TO AND 25.00 EAST OF THE MOST EASTERN BOUNDARY OF SAID SILVER OAKS SUBDIVISION, 483.02 FEET TO AN INTERSECTION WITH AN EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE; THENCE ALONG A CURVE TO THE LEFT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET TO A POINT ON THE EAST BOUNDARY OF TRACT 48 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SAID SECTION 8, THENCE NORTH 0°15'32" WEST ALONG SAID EAST BOUNDARY OF SAID TRACT 48, A DISTANCE OF 403.80 FEET; THENCE ALONG A CURVE TO THE LEFT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 FEET AND RADIUS EQUALS 200.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WHICH CHORD BEARS NORTH 10°26'26" WEST, A DISTANCE OF 70.71 FEET, ARC EQUALS 71.08 AND RADIUS EQUALS 200.00 FEET TO A POINT WHICH IS 25.00 FEET WEST OF THE EAST BOUNDARY OF TRACT 45 OF SAID TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SAID SECTION 8, THENCE NORTH 0°15'32" WEST PARALLEL TO SAID EAST BOUNDARY OF SAID TRACT 45, A DISTANCE OF 150.00 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 45, SAME BEING THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 TO POINT OF TERMINUS.

LESS AND EXCEPT ANY PORTION THEREOF, CONVEYED TO WARREN A. CLARK AND CAROL CLARK, BY VIRTUE OF THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 1227, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 47 OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 68, 69, AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 8, SOUTH 89° 38' 19" EAST, A DISTANCE OF 1318.44 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF TRACT 48 OF SAID SECTION 8; THENCE RUN NORTH 0° 02' 16" WEST, A DISTANCE OF 533.02 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE AS IT IS NOW ESTABLISHED WITH THE EAST BOUNDARY LINE OF SAID TRACT 48; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID RIDGEWOOD DRIVE, NORTH 89° 38' 19" WEST, A DISTANCE OF 445.63 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID RIDGEWOOD DRIVE, NORTH 89° 38' 19" WEST, A DISTANCE OF 264.55 FEET; THENCE NORTH 0° 02' 16" WEST, A DISTANCE OF 329.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET BOULEVARD AS IT IS NOW ESTABLISHED; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET BOULEVARD, SOUTH 89° 37' 10" EAST, A DISTANCE OF 264.55 FEET; THENCE SOUTH 00° 02' 16" EAST, A DISTANCE OF 329.28 FEET TO THE POINT OF BEGINNING.

**PARCEL B:**

A PORTION OF THE NORTH 10.00 FEET TO TRACT 45 OF THE TAMPA-TARPON SPRINGS SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions.*

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**Exhibit A**

OF THE PUBLIC RECORD A OF PASCO COUNTY, FLORIDA, PREVIOUSLY CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, BY WARRANTY DEED DATED JANUARY 20, 1971, SAID WARRANTY DEED BEING RECORDED IN OFFICIAL RECORD BOOK 529, PAGE 770 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 2, C. E. CRAFT'S SUBDIVISION NO. 5, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 2, PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH BOUNDARY LINE OF SAID BLOCK 2, NORTH 89°48'27" WEST, A DISTANCE OF 32.62 FEET; THENCE RUN SOUTH 0°02' 16" EAST, A DISTANCE OF 38.73 FEET TO THE NORTH BOUNDARY LINE OF SAID TRACT 45, FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 50.00 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT 45; THENCE PARALLEL WITH THE EAST BOUNDARY LINE OF SAID TRACT 45, SOUTH 0°02'16" EAST A DISTANCE OF 10.00 FEET; THENCE PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID TRACT 45, NORTH 89°37'10" WEST, A DISTANCE OF 807.35 FEET TO THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF LOT 8, BLOCK 1, OF SAID C.E. CRAFTS SUBDIVISION NO. 5; THENCE NORTH 0°05'27" WEST, A DISTANCE OF 10.00 FEET TO THE NORTH BOUNDARY LINE OF SAID TRACT 45; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 45, SOUTH 89°37'10" EAST, A DISTANCE OF 807.36 FEET TO THE POINT OF BEGINNING.

**PARCEL C:**

ALL OF LOTS 7, 8, 10, 11 AND 14; THE SOUTH 25 FEET OF LOTS 5 AND 6; AND THE EAST 50 FEET OF LOTS 9 AND 12, ALL LYING IN BLOCK 3 OF PLAT OF RUSH BROTHERS PALM HAVEN ADDITION TO NEW PORT RICHEY, AS RECORDED IN PLAT BOOK 2, PAGE 11, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

**PARCEL D:**

LOT 3, BLOCK 1, C.E. CRAFT'S NO. 5; SAID LOT, BLOCK AND SUBDIVISION BEING NUMBERED AND DESIGNATED IN ACCORDANCE WITH THE PLAT OF SAID SUBDIVISION AS THE SAME APPEARS OF RECORD IN PLAT BOOK 2 AT PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

**PARCEL E:**

LOTS 1, 2, 4, 5, 6, AND 7, BLOCK 1, C.E. CRAFTS SUBDIVISION NO. 5, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 62, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

A PORTION OF VACATED RIGHT-OF-WAY FILED JULY 13, 1989, RECORDED IN BOOK 1823, PAGE 1328 OF OFFICIAL RECORDS, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

**PARCEL F - VESTING 955-1776 (BLUE):**

LOTS 8 THROUGH 23 INCLUSIVE, BLOCK 1; ALSO LOTS 1 THROUGH 16 INCLUSIVE, BLOCK 2; ALSO THAT PORTION OF ASPEN STREET (MAGNOLIA STREET) LYING BETWEEN SAID BLOCKS 1 AND 2, AS VACATED BY THE BOARD OF COUNTY COMMISSIONERS IN OFFICIAL RECORD BOOK 166, PAGES 227 AND 228; ALL LYING IN C.E. CRAFT'S SUBDIVISION NO. 5, AS SHOWN ON PLAT RECORDED PLAT BOOK 2, PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; ALSO LOTS 9, 12 AND 13 BLOCK 3, PALM HAVEN ADDITION AS SHOWN ON PLAT RECORDED IN PLAT BOOK 2, PAGE 11 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; LESS THE EAST 50.00 FEET OF SAID LOTS 9 AND 12.

AND INCLUDING THAT PORTION OF VACATED SCHOOL ROAD LYING ADJACENT TO THE ABOVE DESCRIBED PARCEL AS VACATED BY COUNTY COMMISSIONERS OF PASCO RECORDED IN BOOK 1009, PAGE 213 OF OFFICIAL RECORDS, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

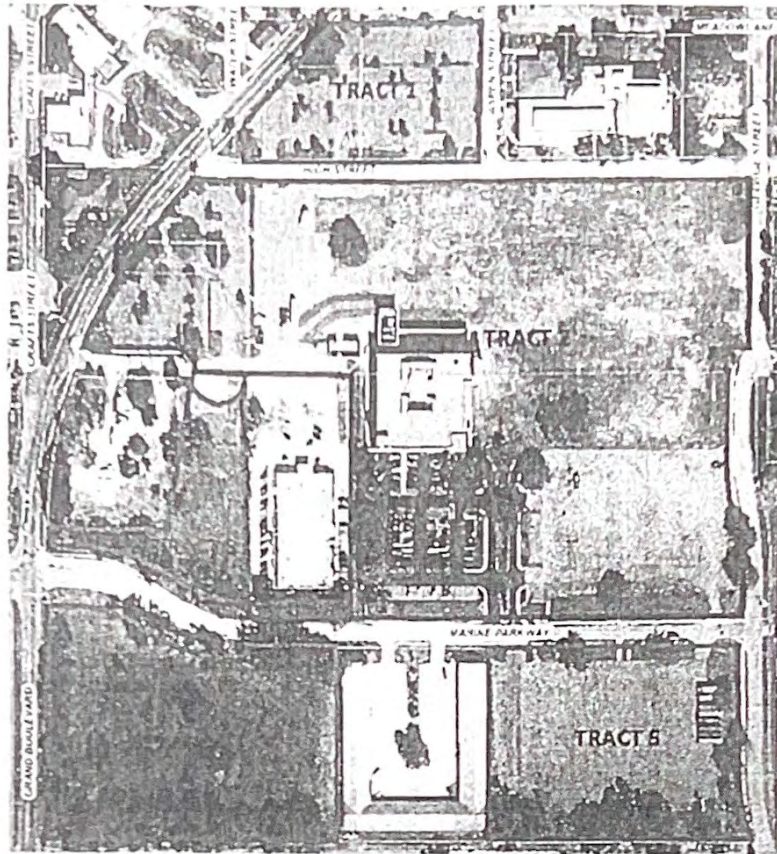
*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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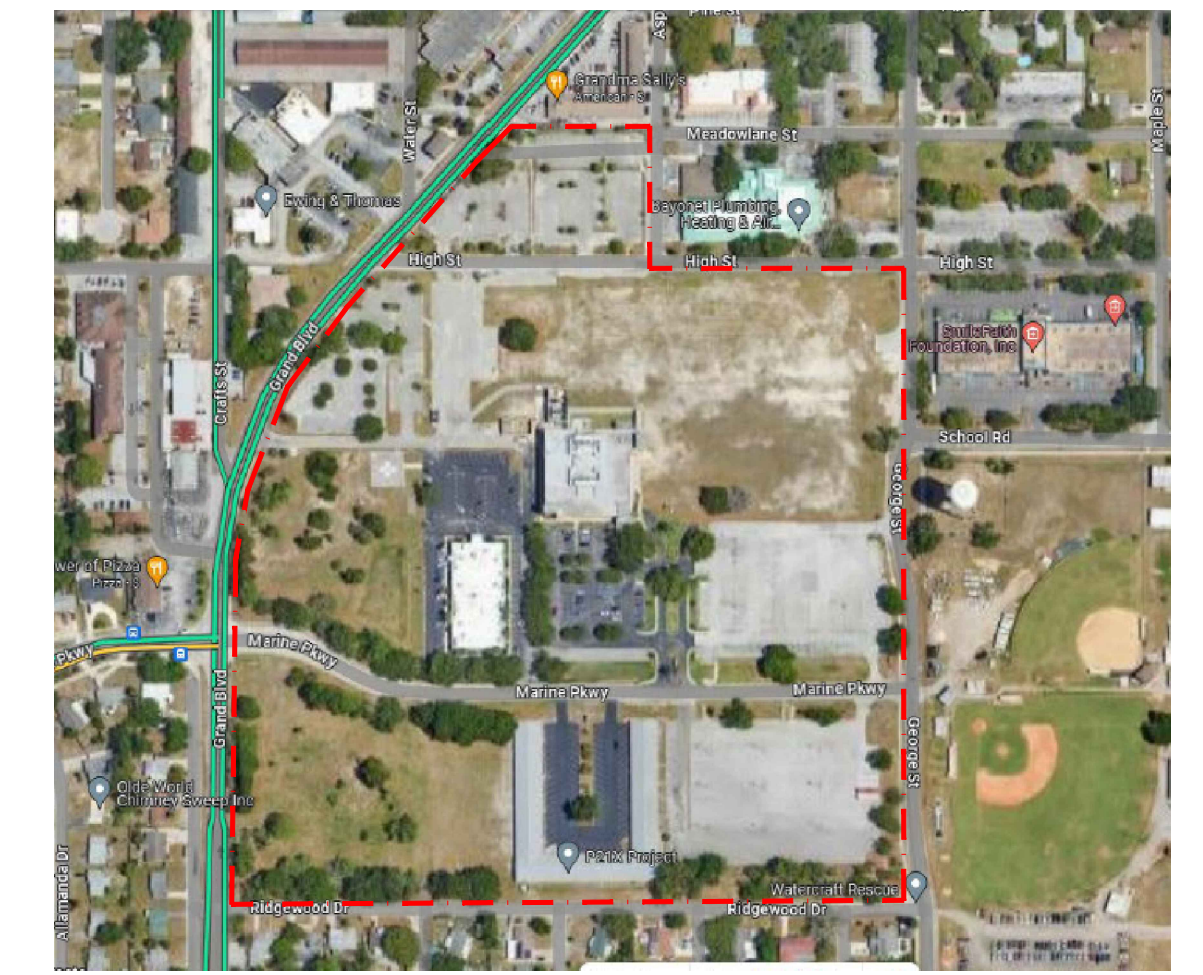
Exhibit B



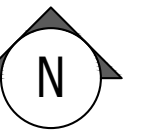
## ***Villa del Sol***

### ***Deed Transfers/Easement Modification/Right of Way Vacations***

- 1. HCA to City***
- 2. City to HCA #1***
- 3. City to HCA #2***
- 4. Drainage Easement Modification***
- 5. Right of Way Vacations***



**AERIAL VIEW**  
SCALE: NOT TO SCALE

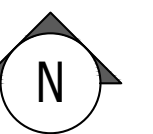


**GRAPHICS LEGEND**

**GRAPHICS LEGEND**

- RIGHT OF WAY VACATION
- DRAINAGE EASEMENT MODIFICATION
- AREA DEEDED TO CITY
- AREA DEEDED TO APPLICANT
- PROPERTY LINE / BOUNDARY

**SK-3 R/W, Deed & Easements**  
August 4, 2024



# Villa Del Sol Planned Development

SINGLE-FAMILY ATTACHED HOMES AND APARTMENT HOME COMMUNITY  
Marine Pkwy / Grand Blvd, New Port Richey, FL 34652



**DAVIS BEWS DESIGN GROUP**  
150 State Street East, Oldsmar, FL 34677  
O: 813-925-1300  
[www.davisbews.com](http://www.davisbews.com)

Chary City of N.P.R.  
115-030  
17.00  
2.50  
19.50

PERPETUAL DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT was entered into the 17th day of June, 1988 by and between the CITY OF NEW PORT RICHEY, FLORIDA, hereinafter referred to as THE MUNICIPALITY, and NEW PORT RICHEY HOSPITAL, INC., d/b/a HCA NEW PORT RICHEY HOSPITAL, hereinafter referred to the HOSPITAL;

THAT WHEREAS, the HOSPITAL is the owner in fee simple of the following described real property:

See attached Exhibit "A";

and

WHEREAS, THE MUNICIPALITY and the HOSPITAL have acknowledged that said real property constitutes a storm drainage receiving area for surrounding properties from which the discharge and flow of storm waters is received, retained, absorbed, and channelled through the hereinabove described real property; and

WHEREAS, said real property, by virtue of the existing topographical conditions should be designated as a designated drainage field; and

WHEREAS, the Parties deem it advisable to execute this Agreement to express their intentions in the foregoing respect.

IN CONSIDERATION THEREFOR, and for other good and valuable considerations, the Parties do hereby acknowledge, covenant and agree as follows:

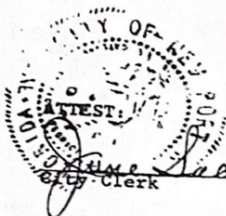
1. That the hereinabove described real property is hereby acknowledged and declared between the Parties hereto as a perpetual drain field which shall hereafter receive storm waters from surrounding properties from which the discharge and flow of storm waters shall be received, retained, absorbed, and channelled on a perpetual basis.
2. The HOSPITAL or its grantees, successors and assigns shall own and maintain said real property and this Agreement shall not impose any duty upon THE MUNICIPALITY to conduct any such maintenance activities thereon.

Return to: CITY OF NEW PORT RICHEY  
OFFICE OF THE CITY CLERK  
320 E. MAIN STREET  
NEW PORT RICHEY, FLORIDA 34654  
**O.R. 1717 PG 1826**

3. That this Agreement shall be executed in recordable form and shall be filed on the Public Records of Pasco County, Florida, and shall be deemed as a covenant running with the land. IN TESTIMONY WHEREOF, the Parties have hereunto affixed their hands and seals, this 17th day of June, 1988.

CITY OF NEW PORT RICHEY, FLORIDA  
A Municipal Corporation

By: Robert Prior  
Mayor



NEW PORT RICHEY HOSPITAL, INC.,  
d/b/a HCA NEW PORT RICHEY HOSPITAL

By: Andrew Oravec Jr.  
Administrator

ATTEST:

George Billings, Jr.  
Assistant Administrator

STATE OF FLORIDA )  
COUNTY OF PASCO )

ON THIS DAY, personally appeared before me, the undersigned Notary Public, duly authorized to render oaths and take acknowledgments, ROBERT PRIOR and JUNE BOTTNER, Mayor and City Clerk respectively of the CITY OF NEW PORT RICHEY, FLORIDA, who first being duly sworn, depose and say that they have read the above and foregoing Perpetual Drainage Easement Agreement and that the statements contained therein are true, accurate and correct to the best of their knowledge and belief.

WITNESS my hand and official seal in the State and County last aforesaid, this 17th day of June, A.D. 1988.

(Notary Seal)

A. L. Oravec  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXPIRES MAR 26, 1990  
D. W. H. & C. L. ALING, INC. UND.

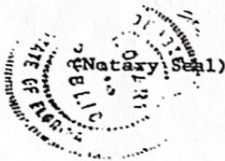
STATE OF FLORIDA )  
COUNTY OF PASCO )

ON THIS DAY, personally appeared before me, the undersigned Notary Public, duly authorized to render oaths and take acknowledgments, ANDREW ORAVEC, JR. and GEORGE BILLINGS, Administrator and Assistant Administrator respectively of NEW PORT

Return to: CITY OF NEW PORT RICHEY  
OFFICE OF THE CITY CLERK  
320 E. MAIN STREET  
NEW PORT RICHEY, FLA 33407

RICHEY HOSPITAL, INC., d/b/a HCA NEW PORT RICHEY HOSPITAL, who first being duly sworn, depose and say that they have read the above and foregoing Perpetual Drainage Easement Agreement and that the statements contained therein are true, accurate and correct to the best of their knowledge and belief.

WITNESS my hand and official seal in the State and County last aforesaid, this 15<sup>th</sup> day of June, A.D. 1988.



Debbie Dumas  
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA  
BY ADMINISTRATION CODE, OCT 31, 1990  
DANIEL J. LEONARD, JUDGE, 1980.

Return to: CITY OF NEW PORT RICHEY  
OFFICE OF THE CITY CLERK  
320 E. MAIN STREET  
NEW PORT RICHEY, FLA 32826

**O.R. 1717 PG 1828**

DESCRIPTION OF

A portion of Tracts 46 and 47 of Tampa-Tarpon Springs Land Company Subdivision of Section 8, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 68, 69 and 70 Of the Public Records of Pasco County, Florida, being further described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 8; thence run along the South line of said Section 8, South 89° 38' 19" East, a distance of 1318.44 feet to the Southerly extension of the East line of Tract 48 of said Section 8; thence run North 0° 02' 16" West, a distance of 533.02 feet to the intersection of the North right-of-way line of Ridgewood Drive as it is now established with the East boundary line of said Tract 48; thence along the North right-of-way line of said Ridgewood Drive, North 89° 38' 19" West, a distance of 710.18 feet for a POINT OF BEGINNING; thence continue along the North right-of-way line of said Ridgewood Drive, North 89° 38' 19" West, a distance of 493.30 feet to the intersection of the North line of Ridgewood Drive with the Easterly right-of-way line of State Road No. 595, said Easterly right-of-way line being 33 feet Easterly from the centerline of paving as it is now constructed; thence run along the Easterly boundary of said State Road No. 595 North 0° 34' 27" East, a distance of 393.72 feet to the Southerly right-of-way line of Sunset Boulevard as it is now established; thence along the Southerly right-of-way line of said Sunset Boulevard, the following courses and distances: South 89° 24' 20" East, 41.94 feet; 128.52 feet along the arc of a curve to the right, said curve having a radius of 222.35 feet and a chord of 126.74 feet which bears South 72° 50' 49" East; 185.56 feet along the arc of a curve to the left, said curve having a radius of 319.00 feet and a chord of 182.96 feet which bears South 72° 57' 09" East; North 00° 23' 27" East, 25.00 feet; South 89° 37' 10" East, 151.00 feet; thence leaving the Southerly right-of-way line of said Sunset Boulevard, South 00° 02' 16" East, a distance of 329.36 feet to the POINT OF BEGINNING.

The above described parcel contains 3.892 acres, more or less.

EXHIBIT "A"

JUN 24 2 55 11 PM '63

466857

Return to: CITY OF NEW PORT RICHEY  
OFFICE OF THE CITY CLERK  
320 E. MAIN STREET  
NEW PORT RICHEY, FLA. 34856.

O.R. 1717 PG 1829





## VACATION OF EASEMENT/ PUBLIC RIGHT-OF-WAY APPLICATION

City of New Port Richey  
Planning and Development Department  
City Hall, 5919 Main Street, 1<sup>st</sup> Floor  
New Port Richey, FL 34652  
Phone: (727) 853-1047 Fax: (727) 853-1052

Case # \_\_\_\_\_  
Date Received: \_\_\_\_\_

### APPLICANT INFORMATION:

Applicant Name New Port Richey Hospital, Inc / HCA Realty, Inc. / HCA Squared, LLC.  
Company c/o Grady Bridgen, Authorized Representative  
Address 240 4th St. N., St. Petersburg, FL 33701  
Phone 727.577.5390 Fax 727.577.5391  
E-mail Address grady@pridgendevelopment.com

### REQUESTED INFORMATION:

- Legal description of easement/public right-of-way (ROW) to be vacated
- Letters from the following utilities stating they have no objection to the vacation of easement or public ROW
  - Charter Spectrum Communications (855) 243-8892
  - Frontier Communications (800) 921-8101
  - Duke Energy Florida (877) 372-8477
  - Clearwater Gas (727) 562-4900

### APPLICATION FEE (Check made payable to the City of New Port Richey):

- \$500.00 Residential
- \$1,000.00 Commercial

Please return all requested information and application fee to the Development Department. The request will then be scheduled for a Development Review Committee (DRC) meeting. Following the DRC review, the request will be considered by the City Council for formal approval. City Council meetings are held on the first and third Tuesday of each month.



March 7, 2024  
Grady C. Pridgen III  
Pridgen Development, LLC.  
(727) 688-4901  
240 4<sup>th</sup> Street North  
St. Petersburg, FL 33701

RE: High Street Vacation, New Port Richey

Dear Grady,

The Clearwater Gas System (CGS),

- has no objection or conflict with your proposed:
  - Vacation of Easement
  - Plat
  - Construction (Outside CGS service area)
  - Other – Vacation of ROW
- maintains facilities within the area. One of the following conditions must be met prior to the release of a "No Objection" letter:

A. The owner/developer must reimburse The Clearwater Gas System for all cost incurred by relocation of our facilities.

B. A utility easement must be platted to encompass existing facilities.

Clearwater Gas System appreciates your help in this matter. If you have any questions, please contact me at (727) 444-8920, or at [Clifton.whitaker@clearwatergas.com](mailto:Clifton.whitaker@clearwatergas.com).

Sincerely,

Clifton Whitaker  
Engineering Technician  
Clearwater Gas System

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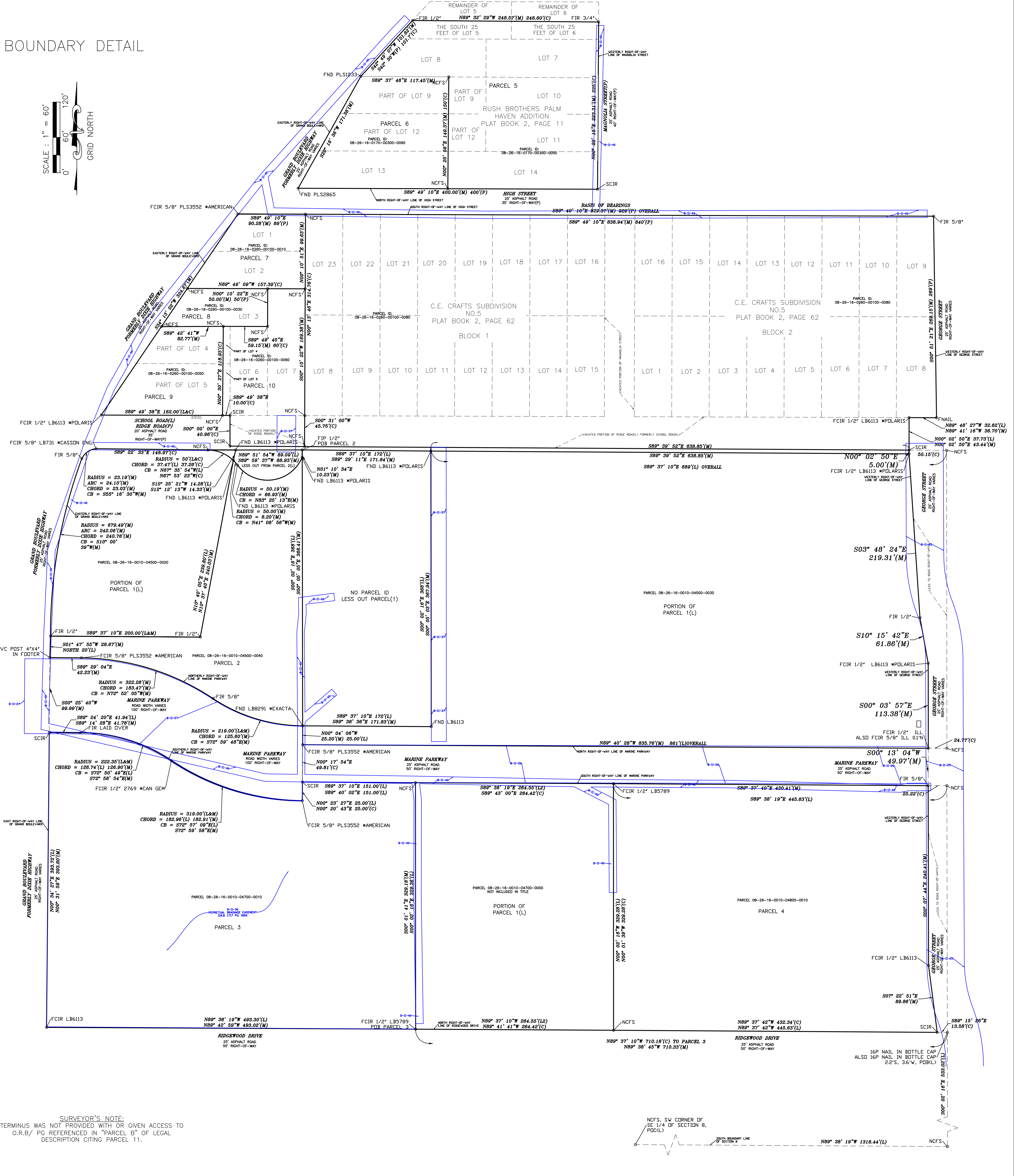
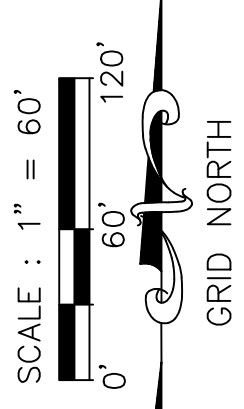
# Villa del Sol

## **1. Survey**

SECTION 08 - TOWNSHIP 26 SOUTH - RANGE 16 EAST  
PASCO COUNTY - FLORIDA

ADDRESS:  
5539 MARINE PARKWAY,  
NEW PORT RICHEY, FLORIDA 34652

BOUNDARY DETAIL



SURVEYOR'S NOTE:  
TERMINUS WAS NOT PROVIDED WITH OR GIVEN ACCESS TO  
O.R.B./ PG REFERENCED IN "PARCEL B" OF LEGAL  
DESCRIPTION CITING PARCEL 11.

N.C.F.S. SW CORNER OF  
SE 1/4 OF SECTION 8,  
P.B.C.L.  
SOUTH BOUNDARY LINE  
OF SECTION 8  
 $N89^{\circ} 38' 10'' W$  1318.44'(L)  
N.C.F.S.

ALTA\NSPS LAND TITLE SURVEY  
PREPARED BY:  
TERMINUS SURVEYING  
LLC.  
2752 Jason Street  
Tampa, Florida 33619  
(813) 681-4481  
www.TerminusSurveying.com  
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JOB #221100-01	CREW CHIEF: JT
DRAWN BY: SMG	REVIEWED BY: CB
BOOK: 67	PAGE: 269
REVISIONS	



# 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:** 11/19/2024  
**RE:** Acceptance of Donation by the West Pasco Quilters Guild to the Parks and Recreation Department (Budget Amendment)

## REQUEST:

The City Council is asked to review and approve the following amendment to the FY25 Adopted Budget, which would allow for the acceptance of a donation from the West Pasco Quilters Guild to the Parks and Recreation Department in the amount of (\$3,500). The proceeds will be used to offset Recreation and Aquatic Center memberships for Open Arms Scholarship Program recipients.

## DISCUSSION:

The City's Purchasing Policy states that a receipt not anticipated in the budget or received for a particular purpose, including but not limited to, grants, donations, or gifts, must be approved by the City Council. In this case, the West Pasco Quilters Guild has graciously donated a check in the amount of (\$3,500) to the Parks and Recreation Department. City staff is requesting to utilize this donation to offset membership costs for Youth who qualify for Open Arms Scholarships throughout the year. The Open Arms Scholarship Program is designed to give Youth from low-income families an opportunity to gain access to the Recreation and Aquatic Center. As you are aware, Youth Programs remains a primary focus of the Parks and Recreation Department and many of our programs play a vital role in bringing positive outcomes to Youth in New Port Richey and beyond. Furthermore, programs like Summer Camp, Youth Basketball Camps, Swim Lessons and Youth Memberships to the facility are heavily used and provide unique opportunities for kids in the community to learn new skills, develop confidence and make new friends. Donations like this go a long way to offset participation expenses for our participants while supporting families in need.

## RECOMMENDATION:

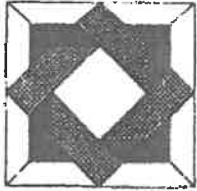
It is recommended that City Council approve the attached amendment to the FY25 Adopted Budget.

## BUDGET/FISCAL IMPACT:

This amendment allows for the acceptance of the donation and results in an overall increase of (\$3500) to the General Fund's Operating Budget.

## ATTACHMENTS:

Description	Type
☐ West Pasco Quilters' Donation Letter	Backup Material
☐ Budget Amendment & Support	Backup Material
☐ Open Arms Scholarship Application	Backup Material



# *West Pasco Quilters' Guild, Inc.*

*P.O. Box 574, Port Richey, FL 34673*

[www.westpascoquilters.org](http://www.westpascoquilters.org)

July 25, 2024

NPR Aquatic & Recreation Center  
6630 Van Buren St.  
New Port Richey, FL 34653

Attn: Chandler Sheldon

Dear Chandler,

Enclosed is the \$3500.00 donation to the Recreation Center. We request this donation be designated to the Open Arms Scholarship Fund. We are delighted to be able to support such a wonderful endeavor.

We want to thank everyone at the center for the assistance given at our meetings and during our bi-annual quilt show.

Sincerely,

Julie Gohring  
WPQG Treasurer



**BUDGET AMENDMENT REQUEST**

Date 11/19/2024

NO. \_\_\_\_\_

**INCREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001 347220	General	Registration Memberships	210,000	3,500	213,500
001 366920	General	Donations - Recreation	1,000	3,500	4,500
					-
					-
					-
					-
					-
					-
					-
					-

**DECREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget

**Explanation:** donation received from the West Pasco Quilters Guild for use towards the Open Arms Scholarship Fund. A fund providing assistance to Membership Registration Fees.

Requested By: Andre Julien  
Department Head

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

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

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

CITY OF NEW PORT RICHEY  
RECREATION AND AQUATIC CENTER

# Open Arms Scholarship

## Application Form

6630 Van Buren Street  
New Port Richey, FL 34652  
727-841-4560





## OPEN ARMS SCHOLARSHIP ASSISTANCE PROGRAM

The City of New Port Richey Recreation and Aquatic center requires that individuals provide the requested information on this form regarding income, family size, and necessary expenses so that it can provide financial assistance in a fair and consistent manner. The City of New Port Richey also requires that individuals reapply each year. Scholarships are limited and available to City residents only. Annual renewal is required. Open Arms Scholarships are available to children 15 and under.

### **To process your child's application, we need the following:**

1. Completed and signed Open arms application.
2. Copy of last year's tax return.
3. Two letters of recommendation (for example: A person or professional reference who can vouch for you, including a family member, current or past employer, case worker, teacher, clergy, etc.)
4. Cover letter explaining why you are applying for the Open arms scholarship Assistance Program.
5. Must show proof of residence. Individuals with last names other than the subscriber must show proof of dependency.

Note: If you do not have a copy of your tax return, you may obtain one by calling the Internal Revenue Service toll-free at 1-800-829-1040.

Please allow two weeks to process your application. After this period, you may call the Recreation Center to see if your application has been approved or if you need to submit additional information.

All Open Arms members receive the same membership benefits, regardless of whether or not they are receiving assistance. Open Arms members can feel great knowing that they are involved in an organization that cares greatly for the health and wellness of their children.

**Applications will be processed only after all information and documentation is submitted and the application is entirely completed. Incomplete application will be returned.**

**If any of the required documents do not apply to you, please explain the details of your personal situation in your cover letter (For example: If you do not file taxes.)**

**Scholarships are paid in full.**

SCHOLARSHIP ASSISTANCE APPLICATION

Child's Information

Name: \_\_\_\_\_ Date of Birth: \_\_/\_\_/\_\_  
Address: \_\_\_\_\_ Apt # \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone \_\_\_\_\_ Email: \_\_\_\_\_

Persons Seeking Scholarship Assistances (Please list full name and dates of birth of each child in the household)

Name: \_\_\_\_\_ Date of Birth \_\_/\_\_/\_\_  
Name: \_\_\_\_\_ Date of Birth \_\_/\_\_/\_\_  
Name: \_\_\_\_\_ Date of Birth \_\_/\_\_/\_\_  
Name: \_\_\_\_\_ Date of Birth \_\_/\_\_/\_\_  
Name: \_\_\_\_\_ Date of Birth \_\_/\_\_/\_\_  
Name: \_\_\_\_\_ Date of Birth \_\_/\_\_/\_\_

Child's Additional Information

School: \_\_\_\_\_  
Extra Curriculums: \_\_\_\_\_  
School Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent's Employer

Occupation: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ Length of Employment: \_\_\_\_\_



# 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:** 11/19/2024  
**RE:** Approval of 2023 Utility System Master Plan Update

**REQUEST:**

The request of staff for City Council is to review and consider for approval the 2023 Utility System Master Plan Update from Stroud Engineering Consultants, Incorporated.

**DISCUSSION:**

The City’s existing Utility System Master Plan document was last updated by C & D Engineering, Inc. in 2011. Over the past 12 years the city has constructed a number of Capital Improvement Projects that were identified in the 2011 Utility System Master Plan. These projects include phased extensions of both Water Transmission Mains and Sanitary Sewer Force Mains, Water and Wastewater Treatment Plant Modifications and process equipment improvements, water main extensions and replacements to improve firefighting capabilities by providing greater flow capacity and new fire hydrant assemblies, water quality improvements by creating looped distribution systems ensuring adequate disinfection, replacement of sanitary sewer lift stations which were beyond their serviceable life and replacement of the aging water & sewer infrastructure throughout the City’s Utility Service Area.

The proposed 2023 Utility Master Plan Update re-examined the City’s Utility Systems by analysis and computer modeling using a wealth of information collected over the past years. All elements of the Utility Systems were re-evaluated for adequacy and expandability for capacity. The infrastructure was evaluated on age, condition and material type to developed future Capital Improvement Projects for upgrades and replacements where identified. Finally, the Master Plan Update includes the analyzation of potential expansion areas for Septic to Sewer system projects and reclaimed Water Distribution including wet weather backup storage or disposal, and the Wastewater Treatment Plant’s resiliency.

A more detailed explanation of the master plan’s elements presented to City Council by Mr. Brent Health, President of Stroud Engineering Consultants, Incorporated.

**RECOMMENDATION:**

Approval of the 2023 Utility System Master Plan Update is recommended.

**BUDGET/FISCAL IMPACT:**

There is no budget impact.

**ATTACHMENTS:**

Description	Type
☐ 2023 Utility System Master Plan Update	Backup Material

# NEW PORT RICHEY UTILITY SYSTEM MASTER PLAN UPDATE - 2023

Prepared for:

CITY OF NEW PORT RICHEY



Prepared by:

STROUD ENGINEERING CONSULTANTS, INC.  
10503 Cyndee Lane  
Odessa, Florida 33556

Certificate of Authorization #29607

October 2024



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## **1. EXECUTIVE SUMMARY**

### **1.1. SCOPE OF STUDY AND PURPOSE**

The City of New Port Richey (City) provides and manages water, wastewater, and reclaimed water systems for the City's service area residents. These utility systems rely on continual maintenance, improvements, and expansions to maintain the required level of service to the residents. A vital element the City uses for the planning, budgeting, and implementation of these changes to the utility systems is through the development of Water, Wastewater, and Reclaimed Water Master Planning. The most recent Master Planning efforts have not been updated for approximately 12 years. The purpose of this project is to update these utility plans to address growth, performance, age related infrastructure degradation, changing regulations, general improvements, and upgrades, etc. This report is presented in a similar format of the 2011 – Utility System Master Plan Update.

This Master Plan Update will address the extent and general condition of existing facilities, confirm the ability of these facilities to meet the current and future needs of the service area, and recommend upgrades and improvements as required. A specific emphasis was placed on the continued use and integration of all existing facilities, minimization of cost, and identification of the extent, timing, and cost of future infrastructure needs.

In addition, there are two new elements to this Master Plan Update which are (1) the investigation of potential interconnections with Pasco County's wastewater collection system to allow the City to divert wastewater flows in the event that the City's Wastewater Treatment Facility (WWTF) experiences temporary treatment limitations or disruptions, and (2) the evaluation of extending sewer service to communities within the City limits that are currently on individual septic treatment systems.

### **1.2. WORK PERFORMED**

In order to develop the updated master plan and integrate it into the City's ongoing utility system program, Stroud Engineering first met with City staff to gather data, determine specific needs, document existing infrastructure conditions and issues, water and wastewater system performance, etc. In addition, site visits were made to major City facilities to both examine and further our understanding of each. We also obtained and reviewed copies of all relevant plans,



reports, studies, updated utility system maps, record drawings of previously completed projects, and other data describing the City's existing and planned utility system. These documents were evaluated with a specific emphasis on coordinating alternatives and recommendations of this updated master plan with those previously conceived and/or implemented.

The following is a tabulation of the relevant plans, reports, studies, records, maps, and other data we obtained, reviewed, and incorporated into the updated utility system master plan:

- Previous Utility Master Plans
- Current Comprehensive Plan
- Existing and Future Population Data
- Updated Utility System Maps
- Treatment Plant Operating Reports
- Treatment Plant Water Quality Data
- Water Supply Well Flow and Water Quality Data
- Regulatory Agency Permits, Reports, and Correspondence
- Interlocal Agreements
- Regional Authority Plans
- Service Area Maps
- Community Redevelopment Plan

### **1.3. ADEQUACY AND CONDITION OF EXISTING FACILITIES**

#### **1.3.1. WATER SYSTEM**

The City's potable water system consists of one active potable water well, one water treatment plant, three water storage tanks (including one elevated tank) and water distribution lines. The City-owned and operated William C. Maytum Water Treatment Plant (WTP) has a design capacity of 11.1 million gallons a day (MGD). Two water storage tanks are located at the plant including a 1.0-million-gallon tank for raw water storage and a 2.0-million-gallon tank for treated water storage. The City's water distribution system consists of approximately 140 miles of water mains ranging in size from 1.5-inch to 30-inches in diameter, fire hydrants, meters, valves, backflow prevention devices and miscellaneous appurtenances. The water mains are constructed of various materials including cast iron, ductile iron, PVC, galvanized steel and asbestos cement. The water line

distribution system has main loops of 2-inch to 30-inch diameter and all fire hydrants are on a minimum of 6-inch fed lines.

The William C. Maytum WTP has two water supply sources: (1) Tampa Bay Water (TBW) and (2) a City owned well (City Well #5) located within the plant site. The primary water source supplied by TBW is raw water from the Starkey Wellfield, with average daily flows of 5.23 MGD. The Starkey Wellfield consists of 9 wells and has a design capacity of 23.5 MGD (Maximum Day) with a sustainable capacity (>5 days) of 8 MGD. City Well #5 is permitted for an annual average of 0.49 MGD and provides an average daily flow of 0.48 MGD.

Based on current and forecasted demands, the City's existing water supply, treatment, storage, and distribution system appears to be adequate to serve the City's needs for the foreseeable future.

### 1.3.2. WASTEWATER SYSTEM

The City's central sewer collection system includes gravity mains that are approximately 79 miles of gravity sewer pipes ranging in size from 4-inch to 14-inch and include approximately 1,725 manholes. This gravity collection system feed wastewater to 74 lift stations that pump wastewater through approximately 28 miles of force mains, ranging in diameter from 2- to 24-inches, to the City's wastewater treatment facility.

The wastewater treatment facility's current permitted capacity is 7,500,000 gallons per day on an annual average daily flow (AADF) basis (State of Florida Domestic Wastewater Facility Permit #FL0127434). The current annual average daily flow at the treatment facility is approximately 5,913,000 gallons per day.

Based on the current flow projections, it is estimated that the facility's current permitted capacity of 7.5 MGD AADF will not be exceeded for the foreseeable future.

### 1.3.3. REUSE SYSTEM

The City of New Port Richey's existing reuse water system consists of approximately 24 miles of reclaimed water main line ranging from 2-inch to 36-inch in diameter. Reuse water originates at the City's wastewater treatment facility and is governed by two land application provisions in the

wastewater facility's existing permit (#FL0127434). Land Application R-001 allows for 4,200,000 gallons of reuse per day (AADF) to be disbursed through a slow-rate public access master urban reuse system encompassing the Maytum Chambers Service Area while Land Application R-002 allows up to 7,500,000 gallons of reuse per day (AADF) to be transferred to the Pasco County Master Reuse System (PCMRS) for a combined capacity of 11,700,000 gallons per day.

As mentioned previously, the City of New Port Richey's Wastewater Treatment Facility produced approximately 5,913,000 gallons of reuse water on an average day. Included in that number, 1,693,000 GPD was used by the City and 4,220,000 gpd was transferred to the Pasco County Master Reuse System, both well below the permitted limits.

Based on the yearly average reuse demand, calculated from historical data, it appears the reuse system will be able to adequately serve the City without any change to the current permitted capacity.

#### **1.4. MAJOR RECOMMENDATIONS**

##### **1.4.1. WATER SUPPLY SYSTEM**

No recommendation currently as the City does not intend to increase water withdrawals from Well #5 located at the William C. Maytum Water Treatment Plant or other TBW water wells over the timeframe of this Plan.

##### **1.4.2. WATER TREATMENT SYSTEM**

**Repair/Rehabilitation of Structures** - It is recommended that the City replace the access hatches and have repairs made to the interior ceiling and concrete walls of the two ground storage tanks. The aerators have had some repairs made to the structure, but still need to replace the grout joints at the pipe penetrations.

**Ground Storage Tank Piping Bypass** - It is recommended to have a piping bypass and isolation valves installed to allow the storage tank to be taken offline for maintenance activities.

### 1.4.3. WATER DISTRIBUTION SYSTEM

**Distribution Pipe Replacement** - It is recommended that the City continue a prioritized program of pipe replacement. This includes the construction of new water transmission and distribution mains in areas of the existing water mains which are beyond their serviceable life. It also includes areas where A/C and galvanized (2-inch and above diameter) pipe material have been identified. Iron and steel lines located in coastal areas subject to saltwater inundation should also be given high priority. When being replaced, consideration should be given to upsizing line sizes to a minimum of 6-inch diameter to allow fire hydrants to be installed.

**Service Pipe Replacement** – The EPA’s Lead and Copper Rule has changed in an effort to identify lead containing service lines and assist those customers with replacing those lead service lines. It is recommended the City continue with the process of identifying customer service pipe types and providing guidance and assistance to those residents that need to replace lead containing service lines.

**Potable Water Loss Audit and Corrections** – It is recommended the City continue to implement the measures identified in the water loss audit evaluation, including the tracking of water loss via water main breaks, changing out the bulk meters, resolving billing errors, along with other loss avoidance techniques.

### 1.4.4. WASTEWATER COLLECTION SYSTEM

**Massachusetts Avenue Force Main Failures** - It is recommended that the City conduct a thorough examination of the original contract documents and shop drawings for this force main project to verify the materials used for its construction and the possible cause of prior pipe failures.

**Steel Dry Pit Lift Stations** - It is recommended that the City upgrade the remaining steel dry pit lift stations in the following priority order as funding permits:

- III-G (Tanglewood at Maplewood Drive)
- II-B (S. River Rd. & Shaw St.)
- II-D-01 (Lafayette St. & Montana Ave.)

**Cast Iron Force Mains** - Due to the potential for failure, and the reduction in hydraulic capacity associated with older un-coated and/or un-lined cast iron force mains, these older cast iron force mains should be replaced with newer corrosion resistant (PVC, polyethylene) pipelines as funding permits. If possible, replacement of these force mains should be coordinated with lift station upgrades and a strategy of re-routing to optimize the utilization of newer force mains. For example, the City has recently extended its south side system of 20-inch, 18-inch, and 14-inch diameter force mains to the vicinity of Gulf Dr. and Magnolia Way. Replacement of the old 12-inch and 8-inch cast iron force mains utilized by Lift Stations II-B (S. River Rd./Shaw St.), II-C (Bridge Rd./N. River Rd.), and II-D (Bank St./Nebraska Ave.) could also be eliminated by constructing new force mains along Main Street, River Road, and South Road to connect to the force main transmission system near the WWTF.

**Lift Station III-G Hydraulics** - Lift Station III-G (Tanglewood at Maplewood Drive) functions as a master lift station, repumping flows from five or more smaller lift stations in the area. However, this relatively high-capacity lift station pumps considerable distance through an undersized 6-inch force main before it increases to 8-inches. It is recommended that this bottleneck be minimized or eliminated.

Additionally, after the LS III-G force main is upsized the combined 8-inch force main along High Street from Madison Street to Charles Street should be upsized and rerouted to connect to the larger transmission force main near Gulf Drive.

**Force Main Interconnections** - The ability for the City to divert a portion of the incoming flows from its wastewater treatment facility (4730 Main St.) due to operational issues at the plant or disruptions in the force main system could provide higher levels of reliability in the treatment facility operations and minimize the impacts of potential force main or process piping failures. As discussed previously, several potential system interconnects with Pasco County were identified. It is recommended that the City consider further evaluation of the following potential force main interconnections with the Pasco County system:

- Massachusetts Avenue Force Main
- Trouble Creek Road Force Main
- State Road 54 Force Main

#### 1.4.5. WASTEWATER TREATMENT SYSTEM

**Schreiber Treatment Unit** - The Schreiber treatment unit provides a treatment capacity of 1.5 MGD and is currently limited in operational capacity due to deterioration of the mechanical equipment. Without the Schreiber process on-line, the plant is rated for a capacity of 6.0 MGD. Since the existing oxidation ditch units are operating as a single basin 2-stage nitrification/denitrification process, it is recommended that the City retrofit the Schreiber tank as a separate basin 2-stage denitrification process to better match the other treatment basins.

**Headworks** - The existing Headworks structure has over 40 years of active service and needs significant rehabilitation. While a new headworks structure would help alleviate some of the operational difficulties, the capital cost would be high and site space available for such a structure would be problematic. Instead of a new headworks structure, it is recommended that the City rehabilitate the existing headworks structure.

The existing odor control system should be upgraded to provide better air flow under the enclosed areas. As portions of the headworks are taken out of service, surfaces vulnerable to acid attack should be replaced with acid resistant materials and/or coatings.

**Clarifiers** - Since the existing primary clarifiers were constructed over thirty years ago, it is recommended that the City remove each clarifier from service and refurbish and replace the mechanical equipment and structural steel components of each as required.

**Aeration/Mixing** - It is recommended that the City implement the recommendations to convert its existing fixed speed aerators to a variable speed dual aerator/impeller configuration. Implementation of these recommendations will allow the plant operators better control of the existing treatment process, manage nitrification/denitrification and effluent nutrient concentrations, as well as a decrease in energy consumption associated with better mixing and dissolved oxygen control. While the City converted four (4) of the eight aerator motors to variable frequency drives, conversion of the other four aerator motors to VFD control is recommended. The installation of dual aerator/impeller configuration aerators is also recommended.

**Return Activated Sludge/Waste Activated Sludge (RAS/WAS) Pump Station** - In conjunction with the above modifications to aeration and mixing, recommended improvements relating to existing RAS/WAS pumping system include bypass piping directly to each oxidation ditch, with

automated isolation valves and magnetic meters at each pump to better control the feed rates to each ditch.

**Dewatering System** - The dewatering belt presses have been in service for over 20 years of continuous operation. The presses need replacement of belts, roller assemblies, hydraulic systems, drive units, electrical and control system, etc. It is recommended the City proceed with the refurbishment of the dewatering belt presses.

**Structural Integrity** - It is recommended that City systematically remove each reinforced concrete water holding tank structure from service to allow for cleaning and examination and replacement of construction/expansion joint material. Logically, this effort should take place while other recommendations (aerators, effluent weir gates, etc.) are being implemented.

**Flooding Vulnerability** - As the treatment plant is located within the flood zone, it is recommended that a detailed review of the facility be conducted with a focus on identifying process equipment, including pumps, electrical panels, control instrumentation, etc. that may be at risk due to flood events.

#### 1.4.6. REUSE WATER SYSTEM

**Expanded City Reuse System** - It is recommended that the City continues to expand its existing reuse system in the City's service area as funding permits. Consideration should be given to including large parcels of land, neighborhoods with active irrigation practices, and new developments near existing reuse piping. Specific areas of expansion could include the Carlton Arms Apartment complex adjacent to the old Magnolia Gardens golf course site, North River area, West Grand neighborhood, Grey Preserve – Phase I park project, and new developments such as Newport Corners.

**Backup Disposal** - It is recommended the City continue to work with Pasco County to investigate options to improve the City's ability to convey its reuse water into the PCMRS, particularly during wet weather conditions.

**Reuse Water Storage** - The City owns approximately 14 acres of land, south of the wastewater treatment plant, for use as a reject and reuse water storage site. 9.0 million gallons of reject water storage was constructed at the time while provisions were made for adding an additional 15 million

gallons of reuse storage at a future date. It is recommended that City move forward with the construction of additional storage on this site to help assure a continuous supply of reuse water without interruption, and to maximize the volume of available water that is reused.

## **1.5. COST OF MAJOR RECOMMENDATIONS**

**Table 1-1** summarizes the potential cost of implementing the major recommendations described in this master plan update.



**TABLE 1-1 – City of New Port Richey  
Cost of Major Recommendations**

		(2024/2025) - (2028/2029)	(2029/2030) - (2033/2034)	(2034/2035) - (2038/2039)	(2039/2040) - (2043/2044)	Twenty Year Total
	<b>Water Supply System</b>					
	None					
	<b>Water Treatment System</b>					
1	High Service Pump Modifications	\$ 100,913				\$ 100,913
2	Elevated Storage Tank (Install Booster Pump Station, Mixer, & Controls)	\$ 1,005,000				\$ 1,005,000
3	Raw Water Tank Piping Modifications	\$ 150,000				
4	Storage Capacity (Repair Existing 1 MG Raw Water Tank)		\$ 360,000			\$ 360,000
5	Storage Capacity (Repair Existing 2 MG Finished Water Tank)		\$ 480,000			\$ 480,000
	<b>Water Distribution System</b>					
1	Reliability/Redundancy/Interconnections (Little Road & Massachusetts Avenue)	\$ 700,000				\$ 700,000
2	Pipe Replacement (Includes Water System Improvements & Misc. Projects)	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 10,000,000
3	Real Water Loss Audit & Corrections (Continue to Monitor & Fix Real Losses)	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 800,000
	<b>Wastewater Collection System</b>					
1	Replace Steel Dry Pit Lift Station II-B (South River Rd.)	\$ 600,000				\$ 600,000
2	Replace Steel Dry Pit lift Station III-G (Tanglewood & Maplewood Dr.)	\$ 600,000				\$ 600,000
3	Replace and Upsize Force Main Serving Lift Station III-G (Tanglewood)	\$ 450,000				\$ 450,000
4	Replace Cast Iron Force Main Serving Lift Station II-B (South River Rd.)		\$ 650,000			\$ 650,000
5	Replace Cast Iron Force Main Serving Lift Station II-C (N. River Rd. & Bridge St.)		\$ 650,000			\$ 650,000
6	Replace Cast Iron Force Main Serving Lift Station II-D (Bank St. & Nebraska Ave.)		\$ 450,000			\$ 450,000
7	Replace and Upsize PVC Force Main Along Massachusetts Avenue			\$ 2,500,000		\$ 2,500,000
8	Replace and Upsize Force Main Along High Street			\$ 1,000,000		\$ 1,000,000
	<b>Wastewater Treatment System</b>					
1	Schreiber Process Modification	\$ 7,600,000				\$ 7,600,000
2	Clarifier Rehabilitation		\$ 990,000			\$ 990,000
3	Oxidation Ditch Rehabilitation	\$ 2,400,000	\$ 500,000			\$ 2,900,000
4	Filter Structure Rehabilitation	\$ 1,800,000				\$ 1,800,000
5	Chlorine Contact/Wet Well Structure Repair	\$ 225,000				\$ 225,000
6	Oxidation Ditch Piping Replacement		\$ 450,000			\$ 450,000
7	Miscellaneous Piping Repairs/Gravity System Modifications		\$ 49,500			\$ 49,500
8	Sludge Press Rehabilitation	\$ 600,000				\$ -
9	Splitter Box Piping Modifications			\$ 577,500		\$ 577,500
10	RAS Piping Modification		\$ 300,000			\$ 300,000
11	Headworks Structure Rehabilitation		\$ 487,500			\$ 487,500
	<b>Reuse Water System</b>					
1	Expand City Reuse System		\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,500,000
2	Reclaimed Water Storage Tank (8.0 MG)		\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 21,000,000
	<b>Total</b>	\$ 18,930,913	\$ 15,567,000	\$ 14,277,500	\$ 10,200,000	\$ 58,225,413

## 2. INTRODUCTION

### 2.1. PURPOSE

The City of New Port Richey (City) provides and manages water, wastewater, and reclaimed water systems for its' residents. These utility systems rely on continual maintenance, improvements, and expansions to maintain the required level of service to the residents. A vital element the City uses for the planning, budgeting, and implementation of these changes to the utility systems is through the development of Water, Wastewater, and Reclaimed Water Master Planning. The most recent Master Plan has not been updated for nearly 12 years. The purpose of this project is to update these utility plans to address growth, performance, age related infrastructure degradation, changing regulations, general improvements and upgrades, etc.

This Master Plan update will address the extent and general condition of existing facilities, confirm the ability of these facilities to meet the current and future needs of the service area, and recommend upgrades and improvements as required. A specific emphasis will be placed on the continued use and integration of all existing facilities, to minimize cost, and to identify the extent, timing, and cost of future infrastructure needs.

The following list are significant reference documents used to update this master plan with existing and forecasted information:

- *2030 – New Port Richey Comprehensive Plan* (Vrana Consulting Inc., March 2016)
- *Utility System Master Plan Update – 2011* (C & D Engineering Inc., October 2012)
- *2019 – NPR Community Redevelopment* (Kimley-Horn, March 2019)
- *Capacity Analysis Report* (Stroud Engineering Consultants, April 2022)
- *NPR 2024-2028 Capital Improvement Program* (City Staff, September 2022)
- *NPR FY2024 Annual Budget* (City Staff, September 2023)
- *NPR FY2018 Utility Revenue Sufficiency Analysis Update* (Stantec, February 2019)
- *NPR Potable Water Loss Audit – Phase I* (CHA Consulting Inc., March 2022)
- *BEBR Florida Estimated Of Population* (University of Florida, April 2020)
- *County/City Population Estimates and Tract Maps* (Census, 2020)
- *Office Of Economic and Demographic Research* (EDR, April 2020)
- *Regional Water Supply Plan* (SWFWMD, August 2001)
- *NPR Water Supply Facilities Work Plan 2013-2025* (Vrana Consulting Inc., February 2013)
- *NPR Vulnerability Assessment* (GHS Environmental, September 2024)

In addition, there are two new elements to this Master Plan Update which are (1) the investigation of potential interconnections with Pasco County's wastewater collection system to allow the City to divert wastewater flows in the event that the City's Wastewater Treatment Facility (WWTF) experiences temporary treatment limitations or disruptions, and (2) the evaluation of extending water and sewer service to communities within the City limits that are currently on individual septic treatment systems.

## **2.2. SCOPE OF STUDY**

In order to develop the updated master plan and integrate it into the City's ongoing utility system program, we first met with City staff to gather data, determine specific needs, document existing infrastructure conditions and issues, assess water and wastewater system performance, and discuss specific needs already identified by staff. We then conducted site visits to major City facilities to both examine and further our understanding of each. We obtained and reviewed copies of all relevant plans, reports, studies, updated utility system maps, record drawings of previously completed projects, and other data describing the City's existing and planned utility system. These documents were evaluated with a specific emphasis on coordinating alternatives and recommendations of this updated master plan with those previously conceived and/or implemented. Upon completion of this background work, we were able to describe and evaluate the service area's characteristics and make recommendations regarding both short- and long-term needs, document existing problems associated with the City's utility systems, establish facility needs for a 20-year planning horizon, evaluate various alternatives to address identified system deficiencies, and describe recommended system improvements with their associated costs.

## **2.3. PRIOR UTILITY SYSTEM MASTER PLANS**

Over the past 30 years, the City of New Port Richey has commissioned comprehensive plans for its water and wastewater facilities. In 1989 the first master plan was produced (*Water and Wastewater System Master Plan*, Dyer, Riddle, Mills & Precourt, Inc., June 1989). The purpose of this plan was to identify short- and long-term goals for the City's water and wastewater facilities and to provide a conceptual plan for a reclaimed water system for the effluent from the WWTF.

In 2002, the City had a reclaimed water system master plan update prepared (*Reclaimed Water Master Plan Update*, McKim & Creed, March 2002). At the time this master plan was prepared it was acknowledged that there was increasing pressure from the State of Florida and EPA to

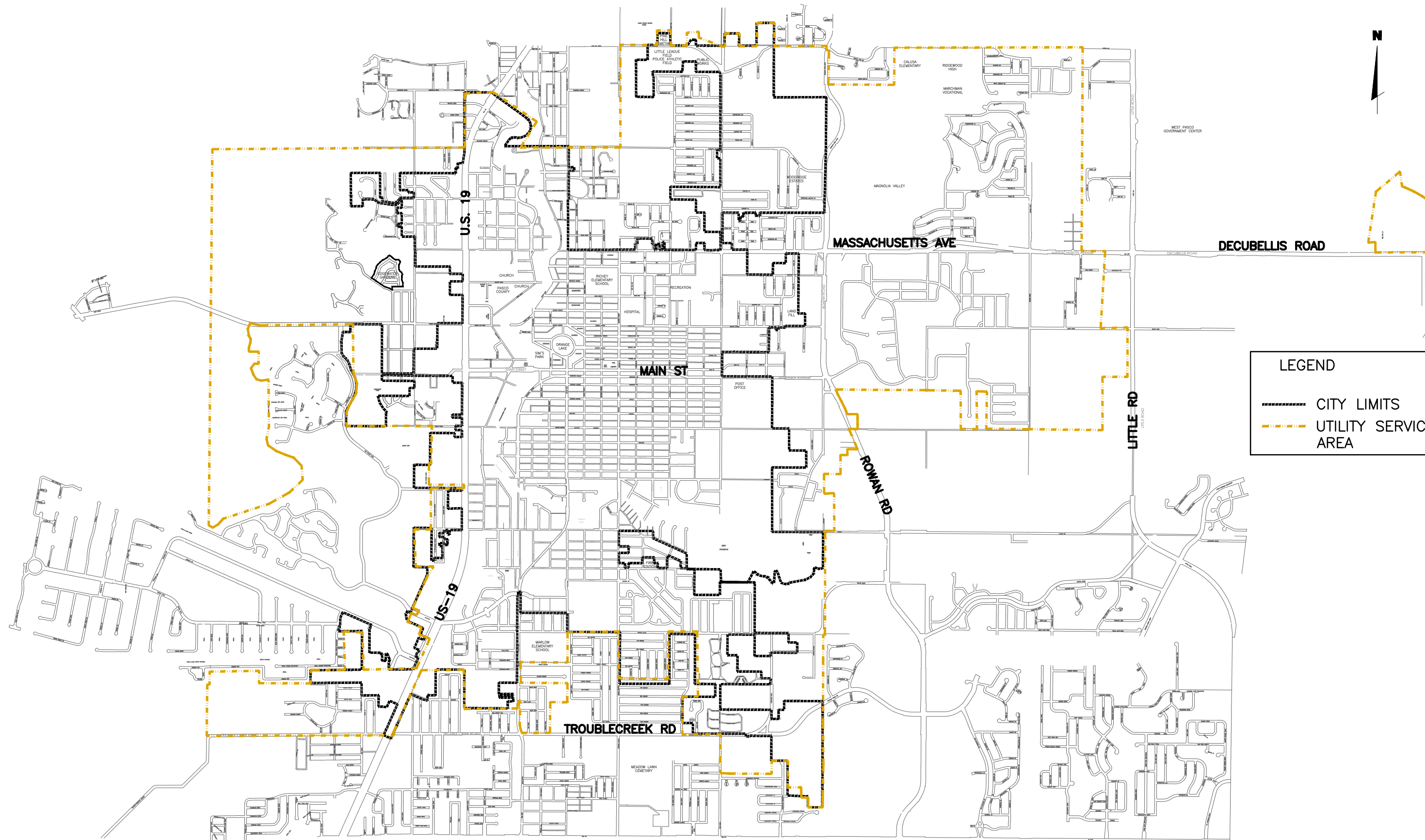
eliminate surface water discharges. The plan indicated that, at the time, the Florida Department of Environmental Protection encouraged the reuse of reclaimed water and land application and that it was very probable that new wastewater treatment facilities would be required to utilize some form of effluent reuse.

In 2012, a master plan update was completed (*Utility System Master Plan Update*, C&D Engineering, October 2012). This master plan update continued the evaluation of the water, wastewater, and reclaimed water systems within the City and identified short- and long-term goals for the City's water, wastewater, and reuse facilities. From that plan, the City focused on upgrading the sewer collection, pumping, and piping network as recommended.

#### **2.4. SERVICE AREA**

For many years, the City of New Port Richey owned and operated a municipal water and wastewater utility system for the benefit of its residents. In general, unincorporated areas in west Pasco County that developed during the 1950s and 1960s were served by private utility systems generally associated with each development. In the late 1970s Pasco County voted to create a county utility system by issuing revenue bonds and purchasing many of the larger private utility systems in west Pasco County. To avoid duplication of effort and assist with utility system planning, the City of New Port Richey and Pasco County entered into an interlocal agreement defining the City's utility service area. This service area was given the title Maytum Chambers Service Area incorporating the names of the principal negotiators from the City and County respectively. The Maytum Chambers Service Area, along with the City boundary, is shown on **Figure 2-1**. This service area remains the City's primary utility service area, though bulk service agreements exist between the City and adjacent utilities, such as Pasco County and the City of Port Richey.

Since the completion of the prior master plan update, the City has acquired the utilities for communities located within the Maytum Chambers Service Area that were previously provided with water and sewer services through private utility owners. These additional communities include Lakewood Villas, Orangewood Lakes, Silver Oaks, Barbara Ann Acres, Cypress Knolls, and New Port Corners.



**LEGEND**

- CITY LIMITS
- UTILITY SERVICE AREA

## **2.5. DEMAND PROJECTIONS**

Beginning with the City's existing systems, and its associated service area, historical population and flow data were examined. Future service area flows and demands were then forecasted. This information was then used to identify supply, treatment, storage, pumping, distribution, collection, disposal, and related needs. Based on this analysis, alternative strategies have been developed to meet the projected needs of the system. These alternatives were analyzed, and recommendations are made addressing both long and short-term needs. Of specific interest will be the potential need for plant expansions and/or upgrades that may involve considerable planning, time, and cost to implement. The projections include the neighborhoods within the City that are served by septic systems with the intent to ultimately convert to sewer collection systems that will then flow into the City's wastewater system. The analysis was made of the probable impact these flows and demands have on the size and configuration of City facilities

## **2.6. HYDRAULIC ANALYSES**

With service area flows and demands determined and examined, the next step was to update existing computer models of the City's water distribution, wastewater collection, and reclaimed water distribution systems. These computer models are digital representations of major elements of the City's water distribution, wastewater collection, and reclaimed water distribution systems such as pumps, pipes, junctions, tanks, flows, demands, etc. Hydraulic models for each City system have been developed using modeling computer software. With the hydraulic models completed and calibrated, alternative system scenarios of the existing and future conditions were simulated to identify infrastructure improvements to the system. The modeling results can be used to aid the City in the design of the wastewater pumping and force main system upgrades. While developing recommendations for the master plan, we worked closely with City staff to explore various scenarios of system growth, fire flows, system interconnections, new development and communities (e.g. septic conversions), and general system evolution. These computer models can be used over time to examine changes to the City's systems. For example, in the recent past these computer models have been used to assist in the design of wastewater lift stations, force mains, and water distribution system upgrades.

## **2.7. REGULATORY COMPLIANCE**

The City of New Port Richey's water and wastewater treatment facilities are subject to the permitting requirements of various regulatory agencies. These ever-changing requirements have a significant impact on the size, type, configuration, and operation of these facilities. Over the tenure of previous master plans, the City has had to adapt to more stringent treatment requirements and most likely will have to do so in the future. To plan for such changes in the future, an evaluation was made of current facilities as it relates to both the existing and probable future regulatory climate. To accomplish this task, plant operators were consulted to determine the current status of each facility's regulatory status. Permits, Capacity Analysis Reports, regulatory correspondence, operating reports, and water quality data were obtained, reviewed, and evaluated. This information was used to examine existing treatment facilities, determine deficiencies, and evaluate strategies for correction.

## **2.8. ALTERNATIVES ANALYSIS**

During this phase of the work, alternatives were developed as potential solutions to any needs and deficiencies identified. Possible alternatives will be discussed with City staff to determine feasibility, suitability, practicability, and consistency with City interests. The following is a tabulation of the primary considerations anticipated:

- Adequacy of Existing Treatment Facilities (capacity, treatment processes, expandability, etc.)
- Water Distribution System Configuration (pipe sizes, age of infrastructure, fire protection, redundancy, etc.)
- Wastewater Collection System Configuration (pipe sizes, pump stations, re-pumping, age of infrastructure)
- Reclaimed Water System Configuration (storage, service area, wet weather backup, etc.)
- Design Criteria for various CITY facilities
- Advantages, Disadvantages and Cost Alternatives

### **2.8.1. INTERCONNECTION EVALUATION**

Should the City experience a catastrophic pipe failure at the wastewater treatment facility, there currently are limited options to store or divert incoming wastewater flows. In addition to the evaluation of the City's wastewater collection system, potential options were evaluated for the City to interconnect their wastewater force main system to the wastewater collection and force main

systems of Pasco County. The evaluation included coordination with the City and Pasco County to assess the conceptual interconnection locations, identify potential force main routes, and determine the ability or limitations of Pasco County's system to accept additional wastewater flows.

#### 2.8.2. SEPTIC TO SEWER PLAN

The Septic to Sewer Plan prepared for the City (**Appendix I**) includes the estimated costs and probable flows for each phase of the project. While the Septic to Sewer Plan identifies estimated costs of the potential projects within the City, those costs are not included in this master plan update as the intent for funding those projects will be through solicitation of other federal and state grant and loan programs.

### **2.9. FINAL PLAN PREPARATION**

At the conclusion of the above tasks, this final master plan was prepared. The final plan summarizes the information collected, alternatives considered, probable costs of the various alternatives and potential improvements, and provides recommendations for short- and long-term projects. Recommendations were coordinated with City staff during the report preparation to assure that recommended improvements are consistent with current City plans and programs.



### **3. WATER SYSTEM**

#### **3.1. BACKGROUND**

For many years, the City of New Port Richey owned and operated a municipal water supply system consisting of dispersed wells throughout the City, each having self-contained treatment and pumping capabilities, delivering water to customers through a system of water distribution piping.

During the 1950s and 1960s the western portion of Pasco County experienced rapid development, most of which took place along the US-19 highway corridor. During these years most of the new public water supply development took the form of individual well and public water supply systems constructed in and around the new subdivisions constructed along this corridor. Unfortunately, over time the demand for potable water taken from these many well systems surpassed the sustainable yield of the aquifer system near the coast. Saltwater intrusion became commonplace in many of these coastal well systems, including the City's. Currently, only one of these wells remains in operation as the City's method of disinfection was changed, making the existing wells obsolete.

In order to secure a reliable water supply, the City of New Port Richey began developing an inland water supply system in the early 1970s. This new system consisted of a centralized wellfield, water treatment facility, and transmission piping to deliver finished water to the City's existing water distribution system. The new wellfield consisted of five wells located in what is now the western portion of the Starkey Regional Wellfield. The water treatment facility became the City's William C. Maytum Water Treatment Plant. The water transmission piping became a system of 30-inch diameter and smaller lines delivering treated water to various points of connection with the City's existing water distribution system. All these facilities remain primary elements of the City's current water supply system.

In the 1980s, after the creation of the West Coast Regional Water Supply Authority (now Tampa Bay Water), the New Port Richey and Pasco County participated in two major expansions of the Starkey Wellfield. The Phase-1 expansion consisted of 6 new wells resulting in a permitted capacity of 8.0 MGD annual average daily flow (AADF) and 15.0 MGD on a maximum day average daily flow (MDADF) basis. Phase-2 added four more wells increasing the wellfield's permitted capacity to 15.0 MGD (AADF) and 25.0 MGD (MDADF). This permitted capacity was divided between the City of New Port Richey and Pasco County based on a contractual entitlement which is summarized below.

### Starkey Wellfield Entitlement

Entity	AADF (MGD)	MDADF (MGD)
New Port Richey	5.9	9.6
Pasco County	9.1	15.4
Total Capacity	15.0	25.0

In 1991 the West Coast Regional Water Supply Authority (now Tampa Bay Water), the City of New Port Richey, and Pasco County began constructing the North Pasco Regional Wellfield. This wellfield was to involve the phased construction of six (6) water supply production wells and associated water transmission lines linking it with the Starkey Wellfield. As with the Starkey Wellfield, the capacity of the planned North Pasco Wellfield was to be divided between the City of New Port Richey and Pasco County based on a contractual entitlement which provided another 1.5 MGD (MDADF) of groundwater to New Port Richey.

Based on the above entitlement structure, the City of New Port Richey's William C. Maytum Water Treatment Plant was permitted to treat 11.1 MGD on a maximum day average daily flow (MDADF) basis, by the Florida Department of Environmental Protection. Since that time, the North Pasco Regional Well Field is no longer in operation while the current permitted capacity of the plant is unchanged.

### 3.2. EXISTING WATER SYSTEM

#### 3.2.1. GENERAL

The City of New Port Richey's water system is comprised of various facilities that have evolved over the years. In general, the City's system consists of six wells, one of which is in service, raw water entitlements through Tampa Bay Water, two cascade aerators, two ground storage tanks, high service pumps, one elevated storage tank, and many miles of water distribution lines ranging in size from 3/4-inch through 30-inches in diameter. **Figure 3-1** shows the extent of the City's existing water system.

### 3.2.2. WATER SERVICE AREA

As was described previously, the City of New Port Richey has an established a utility service area boundary (Maytum Chambers Service Area). This service area extends beyond City limits and has been used over the years to define areas likely to receive water and wastewater service from the City's utility system, as opposed to receiving water and wastewater service from Pasco County.

### 3.2.3. REGULATORY ENVIRONMENT

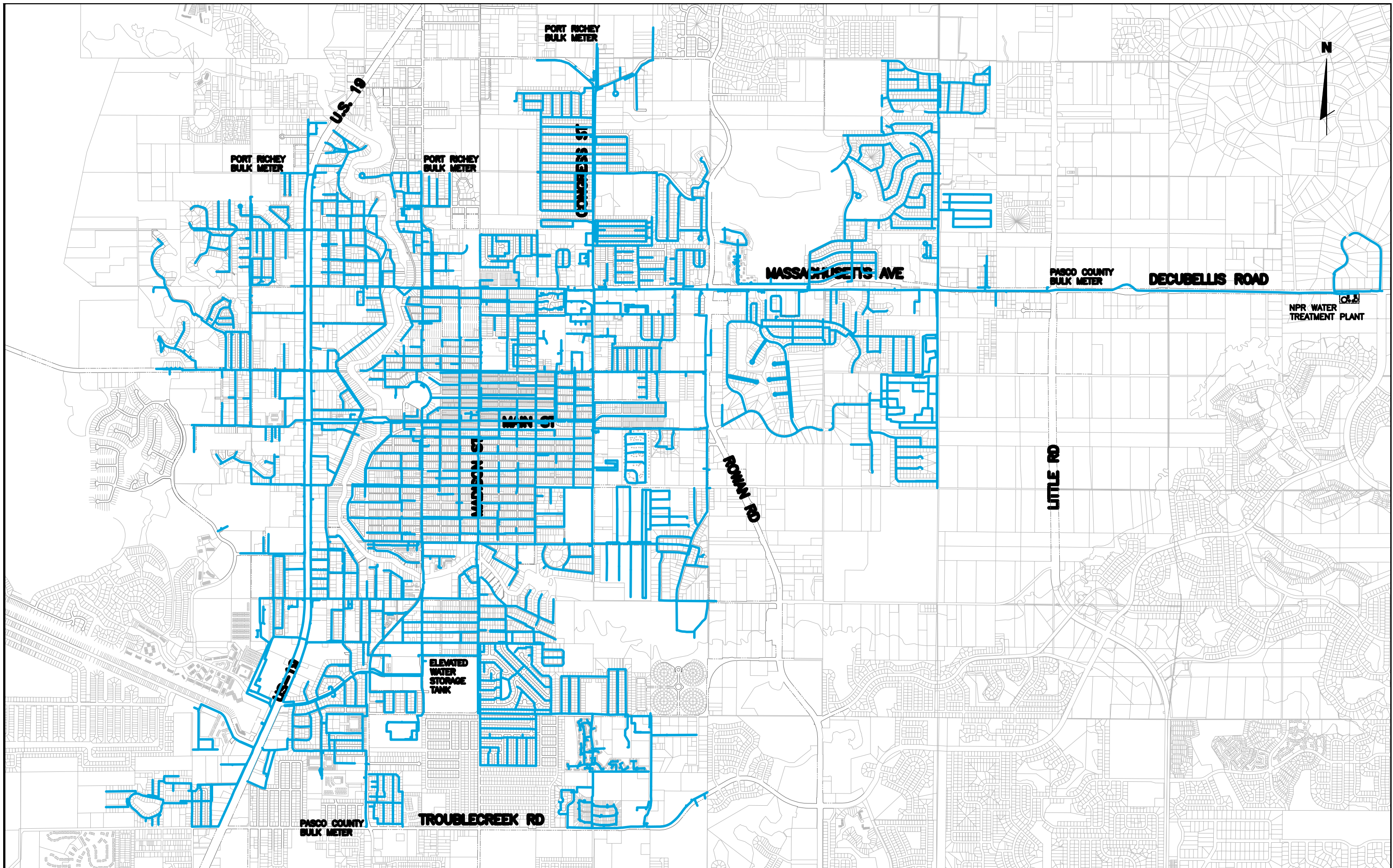
The City of New Port Richey's water system is operated under a permit issued by the Florida Department of Environmental Protection.

Groundwater is used as the source of supply for the City's water system. As such, the withdrawal and use of this water is regulated and permitted by the Southwest Florida Water Management District.

### 3.2.4. WILLIAM C. MAYTUM WATER TREATMENT PLANT

Raw well water is pumped directly from individual well pumps to the City's water treatment plant. Most of the raw water supplying the plant comes from the Starkey Wellfield operated by Tampa Bay Water, though a small amount of water comes from City Well No. 5 located onsite.

Raw water entering the plant is first treated by cascade aeration, to remove hydrogen sulfide, then flows by gravity to a 1.0 MG raw water ground storage reservoir. The treatment of water includes chlorination for primary disinfection, fluoridation, chloramination to maintain residual in the distribution system, then transfer to the 2.0 MG finished water ground storage reservoir. The finished water is then pumped into the City's distribution system for use. **Figure 3-2** shows the basic layout of the plant and the piping system connecting it to the wellfield and water distribution system. **Appendix A** contains design details of the major components of the City's water treatment plant.





DECUBELLIS ROAD

N

CHEMICAL STORAGE AND PUMPING BLDG

HIGH-SERVICE PUMP BUILDING

OPERATIONS BUILDING

TRANSFER PUMP BUILDING

2.0 MG FINISHED WATER STORAGE TANK

1.0 MG RAW WATER STORAGE TANK

AERATORS

### 3.2.5. SCHOOL ROAD ELEVATED STORAGE TANK

The City's Elevated Storage Tank is a 500,000-gallon tank located at the southwest corner of School Road and George Street. The tank is connected to and "floats" on the distribution system providing pressure control, surge dampening, peak flow augmentation, and reserve water supply volume for the water system (**Figure 3-3**).

### 3.2.6. CITY WELLS

In the recent past, the City operated and maintained individual wells to supply the City with potable water. In 2004, when the William C. Maytum Water Treatment Plant was converted to chloramine disinfection, the City's remote wells were taken offline due to their incompatible free chlorine disinfection systems. The City now has a single groundwater well (Well No. 5) located at the water treatment plant. The City's current water use permit authorizes Well No. 5 to be pumped at an average annual daily rate of 490,000 GPD and a maximum monthly rate of 580,000 GPD. The remaining water supply is imported from Tampa Bay Water withdrawn from the Starkey Wellfield.

### 3.2.7. HISTORICAL FLOWS

In order to evaluate the City's water system, an analysis was made of historical flows from the City's William C. Maytum Water Treatment Plant (**Appendix B**). **Figure 3-4** shows the annual average daily flow (AADF) from these sources into the City's water distribution system. AADF is a commonly used indicator of sustained customer usage and its corresponding impact on water supply sources. As can be seen, since 2014 overall system demand has generally been constant and is well below the City's 5,900,000 GPD entitlement from the Starkey wellfield.

**Figure 3-5** shows the corresponding maximum day average daily flow (MDADF) requirements of the City's water distribution system. MDADF is used to evaluate and design treatment, pumping, and distribution systems as it represents the high stress needs of a system. As with AADF, since 2014 overall MDADF demand has generally been constant and is well below the 11,100,000 GPD permitted capacity of the City's William C. Maytum Water Treatment Plant.

Beginning in May 2008, the City's William C. Maytum Water Treatment Plant began providing surplus treated water to Tampa Bay Water. Typically, these surplus flows are around 2.0 MGD.



**Figure 3-4**  
**New Port Richey WTP Average Daily Flow**

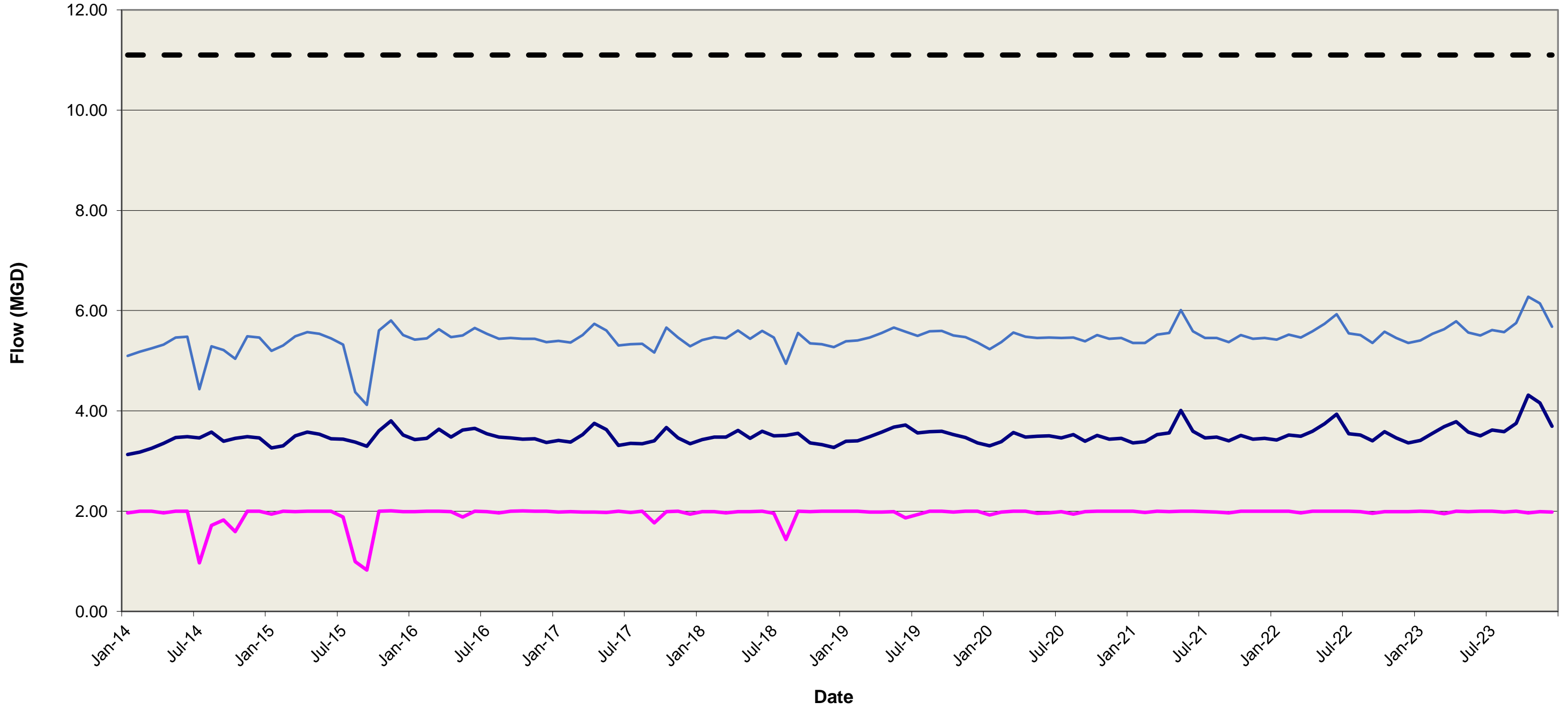
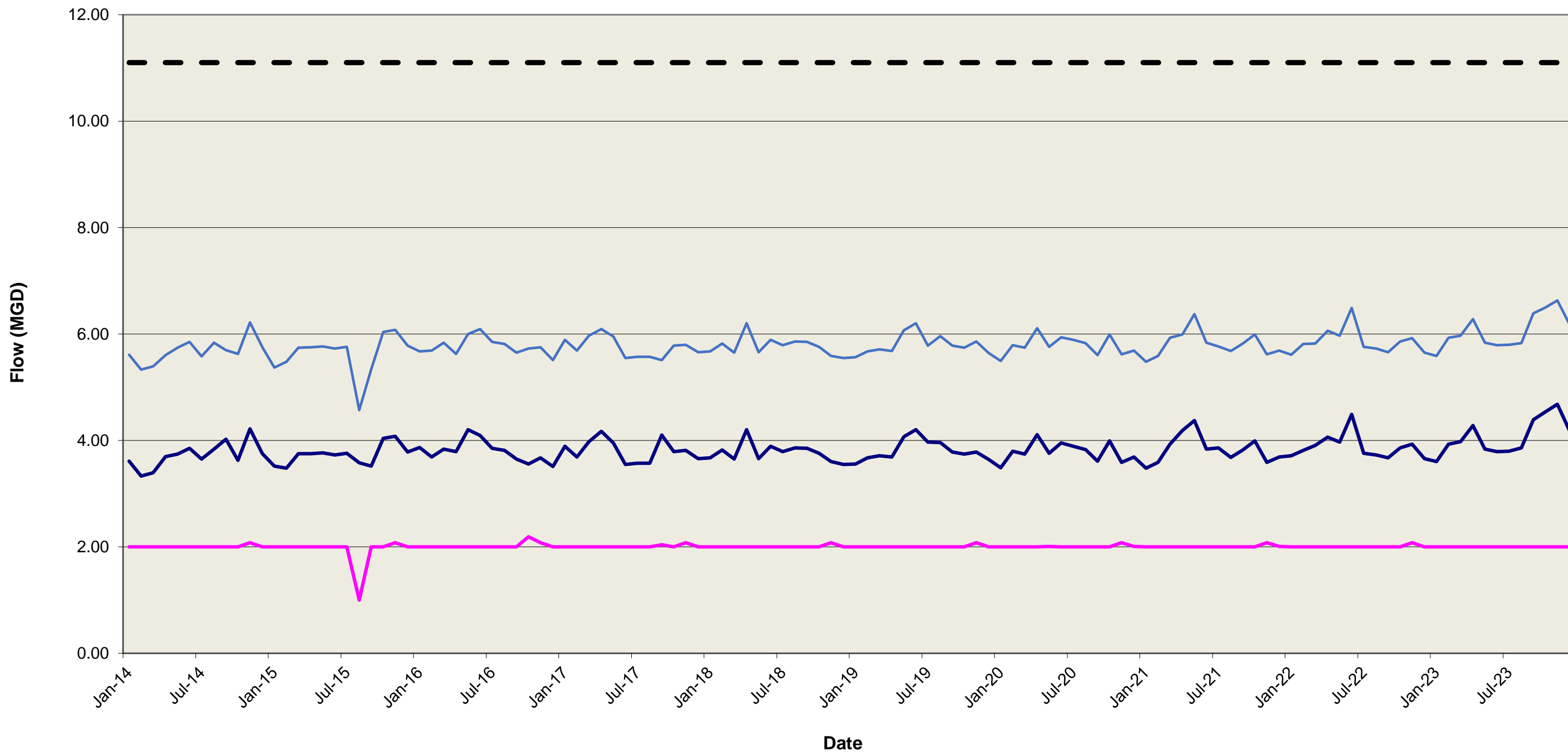




Figure 3-5  
New Port Richey WTP Maximum Daily Flow



### **3.3. WATER SUPPLY SYSTEM**

#### **3.3.1. GENERAL**

The City of New Port Richey's Water Supply System is typical of most water supply systems in Florida, in that it utilizes locally obtained groundwater as its primary source of water. In response to growth related competition for this resource and ever-changing regulatory mandates, the City's water supply system has taken on a regional character. The evolution of this regional character was described in the background information provided previously. Of importance to the reader is the fact that these influences continue to this day and greatly influence the quality and quantity of the City's potable water supply and the related treatment required. As such, the continued availability of this source of supply is of primary importance to the City.

#### **3.3.2. CAPACITY**

The City of New Port Richey's existing water supply system consists of five dispersed wells, and source of supply entitlements from Tampa Bay Water. Current annual average daily water demand is approximately 3,720,000 GPD, with a corresponding permitted water supply capacity of 6,390,000 GPD (5,900,000 GPD regional and 490,000 GPD City well). Wells that were part of the private water supply for Orangewood Lakes and Lakewood Villas were acquired by the City with the purchase of the water systems and have been deactivated and abandoned.

Based on current demands and demand trends, the City's existing water supply system appears to be adequate to serve the City's needs for the foreseeable future.

#### **3.3.3. CONDITION OF EXISTING FACILITIES**

The water supply facilities observed during the course of this planning effort appear to be in good condition and well maintained.

### 3.4. WATER TREATMENT SYSTEM

#### 3.4.1. GENERAL

The City's Water Treatment System is similar to many similar systems throughout Florida, in that it utilizes high quality groundwater as its source of supply. Because of this high-quality source of supply, the City's raw water requires relatively minimal treatment prior to delivery to the consumer. Of importance to the reader is the fact that this minimal treatment requirement greatly influences the configuration of the water treatment plant, its land requirements, and the overall cost of producing finished water. As such, the continued availability of this high-quality source of supply is of primary importance to the City.

#### 3.4.2. CAPACITY

As was mentioned previously, **Appendix A** contains design details of the William C. Maytum Water Treatment Plant. The plant's current capacity, as was permitted by the Florida Department of Environmental Protection in 1995 (*Comprehensive Engineering Report Permitted Capacity Modification City of New Port Richey - Joseph A. Maytum Water Treatment Plant and Pasco County - Little Road Water Treatment Plant*, C & D Engineering, Inc., 1995), is 11,100,000 MGD based on a maximum day average daily flow (MDADF) basis. The City's current maximum day demand is approximately 4,680,000 GPD, not including the water treated and supplied to the regional system. Based on current demands and demand trends, the City's existing water treatment capacity appears to be adequate to serve the City's needs for the foreseeable future.

#### 3.4.3. CONDITION OF EXISTING FACILITIES

Although functional portions of the City's water treatment plant date back to the 1970s it is evident from our site visits to the plant that the facility is well run, properly maintained, and generally in good condition. Over the years, through a combination of upgrades and replacement of equipment, the City has continually maintained the condition of this facility to a high standard.

#### 3.4.4. OBSERVATIONS

##### **Rehabilitation of Treatment Plant Structures**

As was mentioned previously, City staff provide operation and maintenance of the treatment plant equipment and structures. Due to the age of some of the concrete structures (ground storage tanks, aerator structures) there is a need for some level of rehabilitation and repair to enable continued long-term use.

##### **Chemical Disinfection System**

To provide safe drinking water throughout the distribution system the City disinfects the raw supply water by dosing sodium hypochlorite followed by ammonia hydroxide to create chloramines, which provide longer residual times within the distribution system. At the dosing location of the ammonia hydroxide, reaction with the chlorinated water creates a deposit of hard scale inside the pipe. This scale buildup ultimately reduces the water flow capacity through the pipe. The City's operations staff must periodically access the pipe and remove the hardened material. To reduce the occurrence of the scale development and the subsequent pipe cleanout operations, the City is changing the chemical dosing of ammonia hydroxide to ammonia sulfate.

### **3.5. WATER DISTRIBUTION SYSTEM**

#### 3.5.1. GENERAL

As was shown previously (**Figure 3-1**), the City's water distribution system generally includes the bulk of the Maytum Chambers Service Area. Significant out parcels are served by Pasco County at several locations in the south and east, including the recently purchased FGUA/Lindrick Service Corporation system in the southwest, and other private utilities to the east.

#### 3.5.2. CAPACITY

In order to evaluate the hydraulic capacity, performance, and capabilities of both the existing and future water distribution systems, it is helpful to develop and utilize mathematical computer models of these systems. A computer model is a digital representation of an actual system of pipes, pumps, reservoirs, valves, etc. that allows one to simulate the performance of a given system, without actually operating the system. A digital computer program is then used to perform the

many calculations involved in simulating the hydraulic performance of a given system. During the preparation of this master plan we developed various models of New Port Richey's water distribution system and utilized Bentley Systems OpenFlows WaterCAD to perform the calculations and generate the desired reports for evaluation and analysis. Using the above, steady state analyses of both existing and future systems were performed. In these analyses the operating behavior of the various system components, under conditions of constant demand, were simulated to determine instantaneous system pressures, flow rates, head losses, velocities, etc.

We began our planning activities by first developing a computer model of New Port Richey's existing water distribution system. Our initial task was to determine the geometry of the major distribution system components. This was accomplished by researching GIS Maps, as-built drawings, conducting site visits, and interviewing New Port Richey staff members. Once this information was obtained and reviewed, the information was superimposed on a scale map of the City allowing us to quantify locations, lengths, elevations, etc. Once this mapping was completed, was imported into the WaterCAD software where the pipes and junctions (nodes) were subsequently labeled and provided with their relevant technical data such as length, diameter, elevation, etc.

### 3.5.3. DEMAND DISTRIBUTION

The final step in development of the model involved assignment of demands to appropriate nodes within the system. Existing total system flows were obtained from water plant operating reports. However, it was necessary to approximate the spacial distribution of this total flow throughout the distribution system. To accomplish this task, census block data was used to distribute demand data between the various model nodes.

### 3.5.4. MODELING RESULTS

After demands had been assigned to each node of the model distribution system, a steady state analysis of the network was performed. The modeling results were compared to known system pressure and flow readings to determine if the model results closely matched actual operating conditions. Following this initial calibration, numerous operating scenarios were modeled in order to evaluate the effects of things like fighting fires at different locations in the City.

**Appendix C** contains the detailed results of the modeling effort. The following are some of the noteworthy results of the modeling effort.

- Due to the relatively long distance from the high service pumps at the William C. Maytum Water Treatment Plant and customers west of US-19, the importance of the City's elevated storage tank on School Road can be readily seen.
- Numerous very small diameter and dead-end pipes within the existing water distribution system reduce the overall supply capacity, redundancy, and efficiency of the system, particularly under fire flow conditions.

#### 3.5.5. CONDITION

Because the City's water system has evolved over many years, the age, condition, and materials used for construction vary considerably throughout the system. In general, newer construction materials are more durable, resist corrosion better, and leak less. During the course of this study, when preparing system maps and computer models, the size and extent of suspect water lines constructed from asbestos cement, galvanized steel, unlined cast iron, and thin-walled PVC were revealed. Asbestos cement pipelines tend to be brittle, inflexible, and subject to failure due to differential settlement. Galvanized steel pipe tends to corrode, both internally and externally, especially in coastal area subject to saltwater inundation. Similarly, older cast iron pipe is subject to internal and external corrosion, if not constructed with protective internal and external coatings. Thin-walled PVC pipes, though corrosion resistant, are prone to premature failure due to fatigue brought on by pressure fluctuations and through differential settlement.

#### 3.5.6. OBSERVATIONS

##### **Service Pipe Replacement**

In addition to the City's distribution pipe replacement efforts, changes to the EPA's Lead and Copper Rule requires water system owners to prepare an inventory of customer service pipe material types. These changes are made in an effort to identify lead containing service lines and assist those customers with replacing those lead service lines. The City is in the process of identifying customer service pipe type and providing guidance and assistance to those residents that need to replace lead containing service lines.

## **Fire Protection**

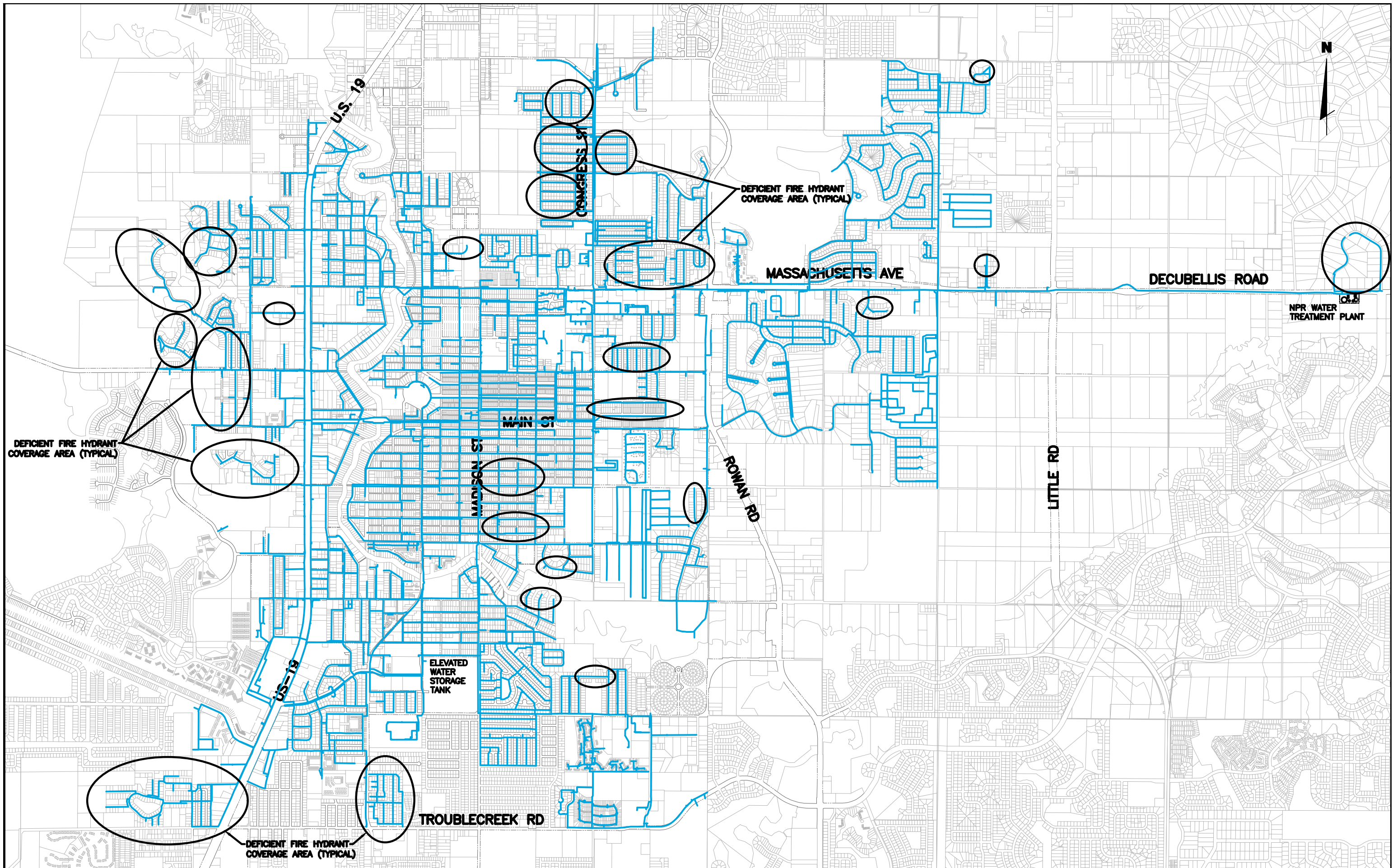
During preparation of system maps and computer models of the City's water distribution system, it became evident that some areas of the City's system are not adequately provided with fire hydrants. These areas generally correlate with portions of the system served with undersized (less than 6-inch diameter) water lines. **Figure 3-6** shows areas of the distribution where fire hydrants or fire hydrant spacing appear deficient.

## **School Road Elevated Storage Tank**

Because the City's water treatment plant maintains a relatively constant system pressure, using variable speed pumping, the School Road Elevated Storage Tank tends to remain at a constant elevation resulting in its stored water becoming somewhat stagnant. This is a condition that may adversely affect water quality. A pending project will add high-service pumps and a mixer to eliminate the stagnant water condition.

## **Potable Water Loss Audit**

SWFWMD conducts annual water audit reports of the City's potable water system. These audits provide accounting of water use quantities from various user categories, such as single family and multi-family dwelling units, residential irrigation, industrial and commercial units, and fire and other users. The SWFWMD audit conducted for 2020 identified high water loss through the City's water distribution system of approximately 34% of the total water supplied to the system. The reasons for the water loss volumes may be attributed to distribution system leakage, customer metering inaccuracies, unauthorized consumption, and systematic reporting errors. Average water loss for water systems District-wide was approximately 10%. The City hired a consultant to provide a review of the water audit, evaluate the City's metering and billing methods, identify any probable categories where losses are occurring, and provide recommendations to remediate the water loss (*Potable Water Loss Audit – Phase 1 Memorandum*, CHA Consulting, March 2022). In addition to this consultation, the City is moving forward with the tracking of water loss via water main breaks, changing out the bulk meters, installing smart meters, along with other loss avoidance techniques. As a result of these actions by the City, the 2023 audit showed improvements, with a water loss of approximately 28%.





## **3.6. FUTURE CONDITIONS**

### **3.6.1. FUTURE FLOWS**

As shown on **Figures 3-4** and **3-5**, in recent years City water demands have been essentially constant. The historical data suggests the City is not likely to experience significant increases in demands in the near future, which the addition of the communities of Lakewood Villas, Orangewood Lakes, Silver Oaks, Barbara Ann Acres, Cypress Knolls, and New Port Corners.

Starting in 2008, corresponding with the installation of new facilities at the water plant by Tampa Bay Water, there was an increase in both the maximum daily and average daily flows of treated water leaving the William C. Maytum Water Treatment Plant. By agreement, these flows are to be taken from surplus capacity not needed by the City. Consequently, these flows do not diminish the City's available capacity for its own needs.

### **3.6.2. POTENTIAL PROBLEMS**

Based on the previously described water demand analysis, and the capacity of existing facilities, it appears the City will not have problems associated with increasing demands in the foreseeable future. Should the City alter this trend by adding new bulk customers and/or service areas, the potential impacts of these changes on the City's system can be evaluated, modeled, and appropriate upgrades addressed.

## **3.7. RECOMMENDATIONS**

### **3.7.1. WATER SUPPLY SYSTEM**

The City has not used the existing dispersed wells for decades. The renovation and implementation of their use into the City's distribution system would require well, pumping, piping, and water treatment improvements and modifications. These requirements would be costly and require additional staffing to monitor and operate those new treatment systems. Given the current water supply agreement with Tampa Bay Water and the interconnections with Pasco County water system, it is recommended that the City's dispersed wells should be abandoned and plugged. All sites could then be cleared and any marketable land sold.

### 3.7.2. WATER TREATMENT SYSTEM

#### **Repair/Rehabilitation of Structures**

Although the William C. Maytum Water Treatment Plant is in good condition, the age of the concrete structures shows a need for repair and rehabilitation. The two ground storage tanks need to replace the access hatches and have repairs made to the interior ceiling and concrete walls. The aerators have had some repairs made to the structure, but still need to replace the grout joints at the pipe penetrations.

#### **Ground Storage Tank Piping Bypass**

The yard piping on the treatment plant site will not allow the bypassing of the raw water storage tank, which does not allow the tank to be taken offline for an extended period and keep the overall plant in operation. It is recommended to have a piping bypass and isolation valves installed to allow the storage tank to be taken offline for maintenance activities.

### 3.7.3. WATER DISTRIBUTION SYSTEM

#### **School Road Elevated Storage Tank Mixing**

It is recommended that pumps, piping, and controls be added at the School Road Elevated Storage Tank site to allow stored water to be exchanged periodically to eliminate stagnation.

#### **Pipe Replacement**

As was described previously, older portions of the City's water distribution system are constructed of asbestos cement, galvanized steel, unlined cast iron, and thin-walled PVC pipe. Over time, the City has systematically replaced these older pipelines based primarily on the frequency of failure. It is recommended that the City continue a prioritized program of pipe replacement as funding permits. Iron and steel lines located in coastal areas subject to saltwater inundation should be given high priority followed by asbestos cement pipes. When being replaced, consideration should be given to upsizing line sizes to a minimum of 6-inch diameter to allow fire hydrants to be installed.

## 4. WASTEWATER AND REUSE SYSTEM

### 4.1. BACKGROUND

For many years, the City of New Port Richey has owned and operated a municipal wastewater collection and treatment system. Originally, wastewater was collected in the downtown area and after receiving minimal treatment was discharged into the Pithlachascotee River near the Main Street Bridge. In the early 1960s the City embarked on a major expansion of its wastewater system including construction of a new wastewater treatment facility on West Main Street discharging its treated wastewater into Cross Bayou. This site is still used by the City for its wastewater treatment and reuse activities.

Over the years, since construction of the wastewater treatment plant on West Main Street, the City's wastewater treatment system has evolved in response to growth, changing environmental regulations, funding opportunities, and the general need for water resource conservation. Throughout this evolution, the City has commissioned and followed the recommendations contained in various facilities plans. These previous plans considered various treatment and disposal alternatives based on the City's location, regional setting, existing facilities, and the regulatory climate. These plans were discussed in detail in the 2011 Master Plan Update.

A summary of the WWTF historical expansion phases and major infrastructure improvements are shown in **Table 4-1**.

**Table 4-1 – Summary of WWTF Expansion and Improvements Projects**

Project/Expansion Phase	Description	Approximate Date of Completion
Initial Treatment Plant (West Main Street Location)	Circular Aeration/Clarification package plant	1963
Wastewater Treatment Plant Improvements	Treatment Capacity increased to 1.5 MGD; Expansion included Schreiber Aeration/Clarification treatment system	1983
Phase II - 3.0 MGD Wastewater Treatment Plant Expansion	Total treatment capacity increased to 4.5 MGD; Expansion included new Oxidation Ditches, Clarifiers, Filtration, Chlorine Contact Basin	1989

Phase III - 3.0 MGD Wastewater Treatment Plant Expansion	Total treatment capacity increased to 7.5 MGD; Expansion included new Oxidation Ditches, Clarifiers, Filtration, Chlorine Contact Basin, Sludge Thickening	1992
Phase 1 Reclaimed System Improvements	Improvements include new 2.0 MG Prestressed Concrete Storage Tank and High-Service Pump Station	1996
New Port Richey SCADA System Phase 1	Installation of Radio Telemetry at all City Lift Stations and WWTF	2001
Reclaimed Water/Reject Water Storage Facilities	Improvements include a 2.0 MG Reclaimed Water Storage Tank, two 4.5 MG Reject Water Storage Tanks, and Return Pump Station	2005
WWTP – Dewatering System Improvements	Improvements included new Belt Filter Presses and Sludge Loading Station	2009

#### 4.1.1. **WASTEWATER SERVICE AREA**

The City of New Port Richey’s wastewater treatment facility evolved as a Subregional facility. The term “Subregional” was used throughout the planning efforts of the time to describe this and other similarly sized regions within Pasco County that were intended to efficiently provide wastewater service to a large area without overlap and duplication of facilities. As a result of this, City’s Subregional wastewater service area included areas outside of the City and the Maytum Chambers Utility Service Area (**Figure 2-1**).

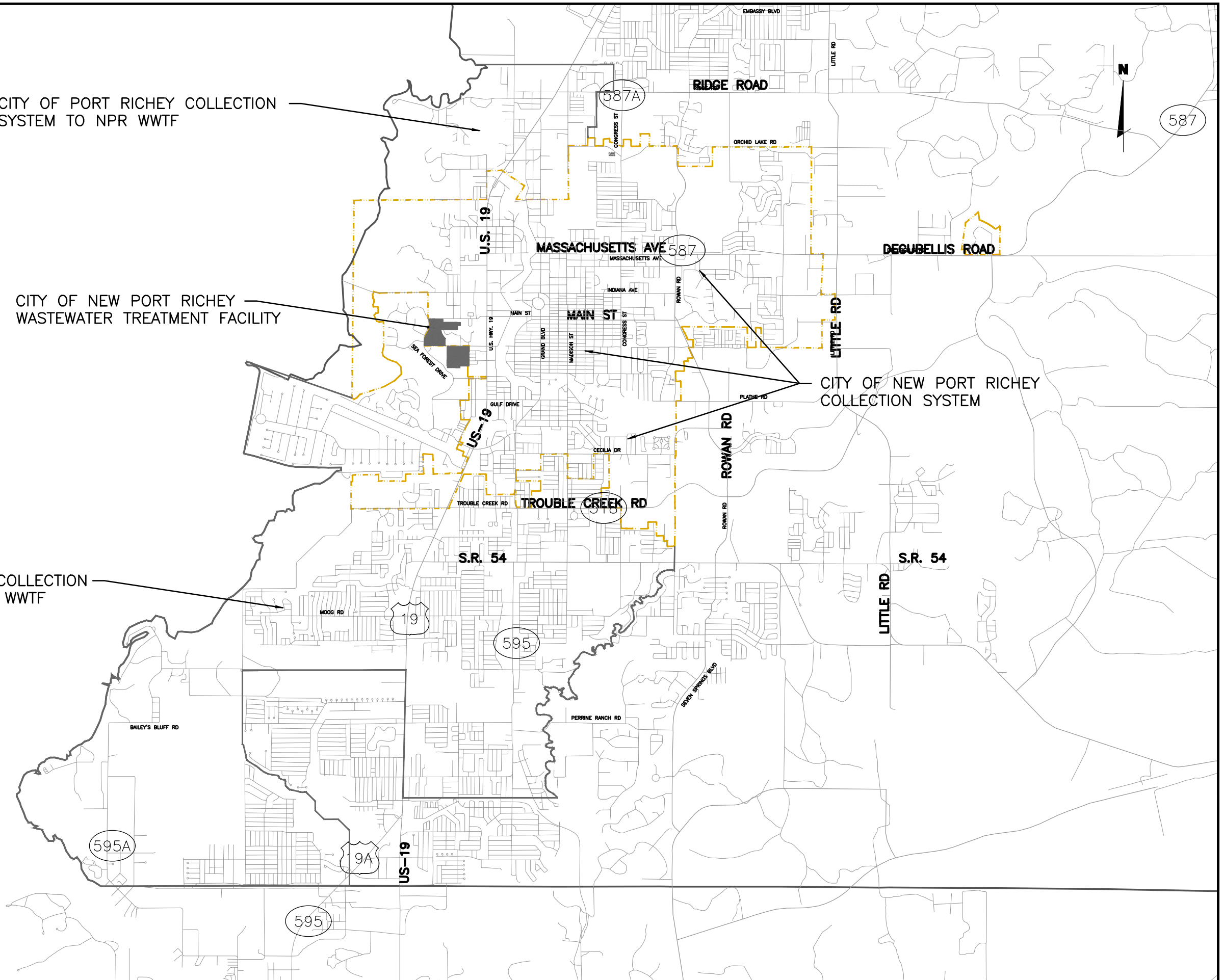
Because of its regional nature, the City of New Port Richey’s Wastewater Treatment Plant also receives flows, through pressurized force mains, from unincorporated areas of Pasco County and the City of Port Richey. The former FGUA wastewater utility system is located within the unincorporated area of Pasco County which they purchased in 2022. **Figure 4-1** shows this regional service area in relation to the City of New Port Richey’s Wastewater Collection System.

CITY OF PORT RICHEY COLLECTION SYSTEM TO NPR WWTF

CITY OF NEW PORT RICHEY WASTEWATER TREATMENT FACILITY

PASCO COUNTY COLLECTION SYSTEM TO NPR WWTF

CITY OF NEW PORT RICHEY COLLECTION SYSTEM



## 4.2. EXISTING WASTEWATER AND REUSE SYSTEM

### 4.2.1. GENERAL

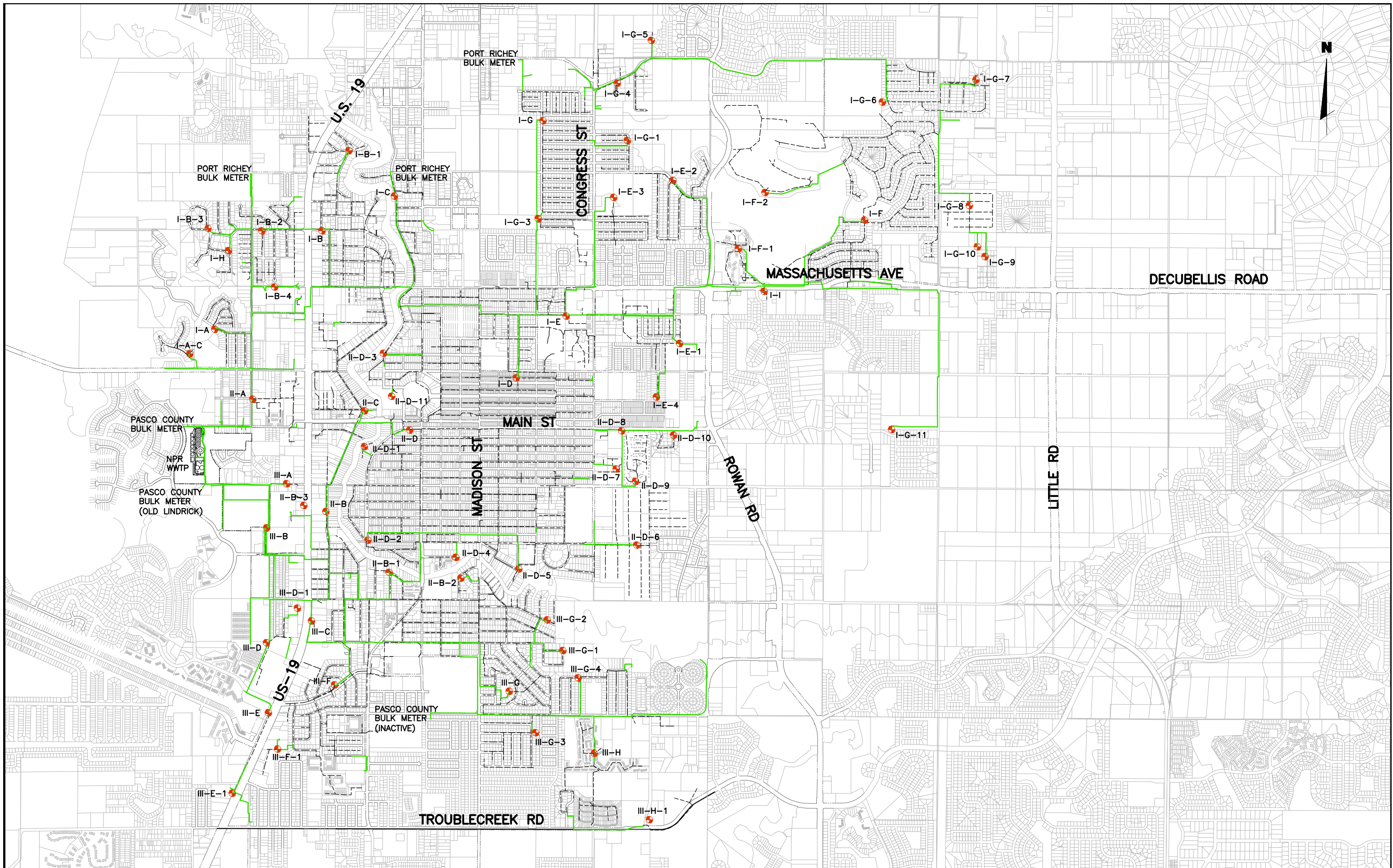
Generally speaking, the City's Wastewater and Reuse System is typical of many similar systems throughout Florida, in that it has evolved in response to ever changing regulatory mandates and related sources of funding. Consequently, the City's system is regional in character and emphasizes the beneficial reuse of the water it produces. Of importance to the reader is the fact that these influences continue to this day and involve potable water supply, wastewater disposal, and various other overlapping regulatory issues.

The current New Port Richey WWTF process design was based on an evaluation of historical wastewater strength (CBOD, TSS, TKN). Effluent limits were defined by permit limitations as stipulated in Florida Statute 62-600.420 Minimum Treatment Standards – Technology Based Effluent Limitations (TBELs) and F.S. 62-610, Part III Public Access Reuse and Part IV Rapid-Rate Land Application Systems.

### 4.2.2. WASTEWATER COLLECTION SYSTEM

Like most wastewater collection systems in Florida, the City of New Port Richey's consists of a combination of gravity sewer laterals, mains, and manholes collecting raw sewage from individual customers and delivering it to raw sewage lift stations which in turn pump the sewage through a system of pressurized force mains to the City's wastewater treatment plant. Virtually all the City's lift stations are equipped with radio telemetry equipment allowing remote monitoring and control from the City's WWTF.

Pasco County's portion of the service area delivers flows to the plant headworks with its own wastewater collection system. The former FGUA service area connects to the City's collection system at the south end of the plant site prior to a subaqueous crossing at Cross Bayou. Flows from Port Richey enter the City's wastewater collection system at several locations near the border between New Port Richey and Port Richey. **Figure 4-2** shows a more detailed view of New Port Richey's Collection System including the above referenced points of connection, major lift stations and force mains. **Appendix D** contains a summary of the City's lift stations.



#### 4.2.3. WASTEWATER TREATMENT SYSTEM

The City's Wastewater Treatment Facility is a 7.5 million gallons per day extended aeration facility providing advanced secondary treatment suitable for public access reuse, based on annual average daily flow (AADF).

In the past, all effluent produced at the plant was discharged into Cross Bayou. In 1996 upgrades were made to the City's plant to allow for the discharge of all or a portion of the plant's treated wastewater into the City's Master Reuse System which is in turn interconnected with a large master reuse system operated by Pasco County.

The extended aeration with denitrification treatment process utilized at this plant is a form of activated sludge process which employs a long sludge age to maximize the conversion of nitrogen in the wastewater to its nitrate form. This process was originally selected in order to protect the Cross Bayou from low dissolved oxygen levels associated with the oxygen demand associated with this conversion of nitrogen.

Advanced secondary treatment refers to treatment levels beyond traditional secondary treatment processes. In the case of the City's wastewater treatment plant this term refers primarily to effluent filtration, which was employed to help protect Cross Bayou from high biochemical oxygen demands and suspended solids concentrations.

**Figures 4-3, 4-4, 4-5, and 4-6** show the layout of the wastewater treatment facility and the design criteria can be found in **Appendix E**.





WASTEWATER  
TREATMENT  
FACILITY

SEA FOREST DRIVE

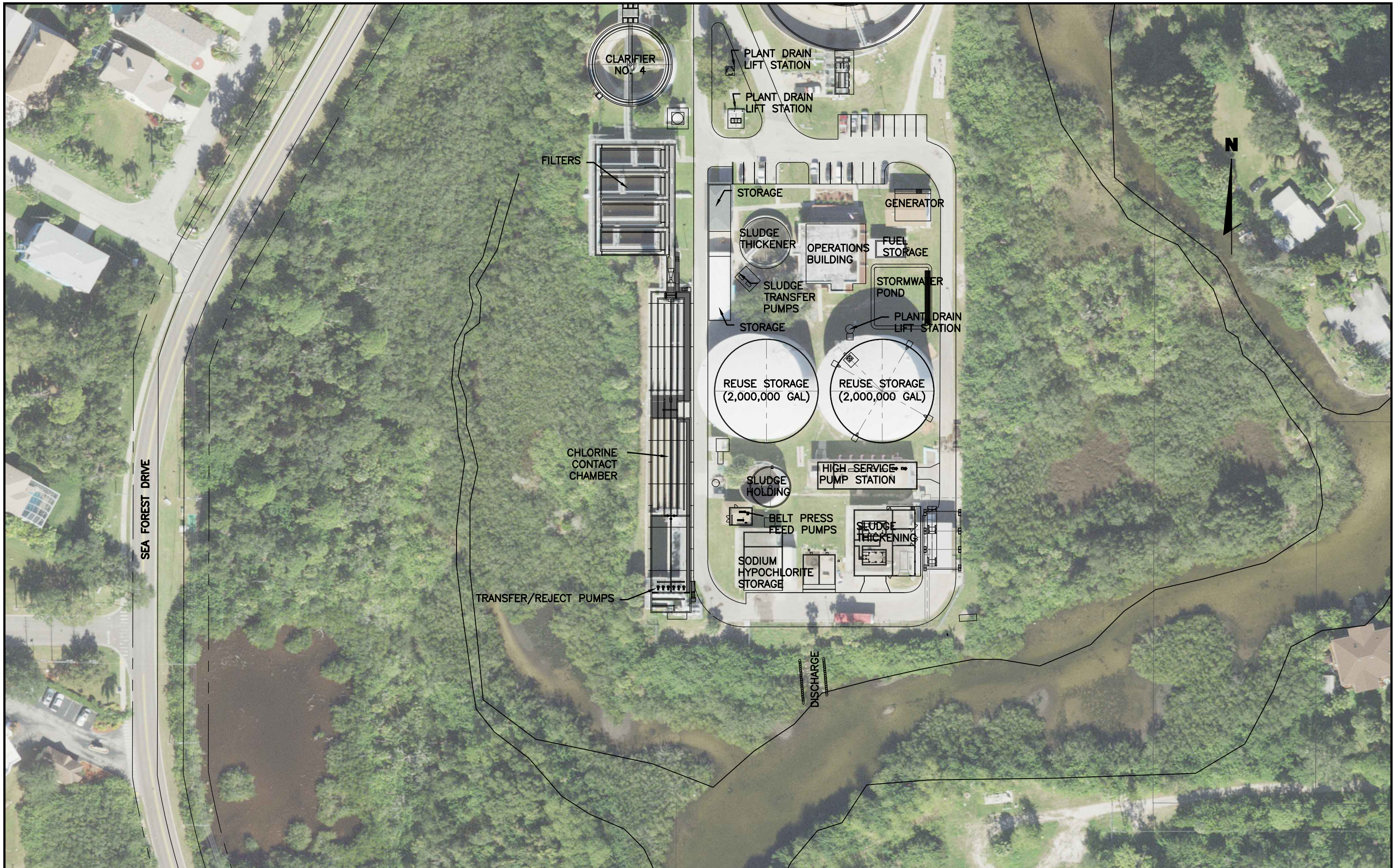
W. MAIN ST.



CROSS BAYOU

REJECT  
STORAGE  
SITE







#### 4.2.4. CITY REUSE SYSTEM

As was described previously, beginning in 1996 upgrades were made to the City's wastewater treatment plant to allow it to discharge of all or a portion the plant's treated wastewater into the City's Master Reuse System which is in turn interconnected with a large master reuse system operated by Pasco County. Subsequent projects extended the City's reuse distribution system to new areas and connected additional customers. **Figure 4-7** shows the general limits of the City's existing reuse system.

#### 4.2.5. BACKUP REUSE SYSTEM

The City's reuse facility has on-site storage for approximately one half of the plant's daily production of water. During periods of low irrigation demand, excess water produced is discharged into Pasco County's Master Reuse System and in turn to rapid-rate infiltration basins (RRIBs) as required. These systems dispose of water by both infiltration and evaporation, plus they physically provide a significant volume of storage.

#### 4.2.6. HISTORICAL FLOWS

In order to evaluate the City's wastewater collection, treatment, and reuse systems, an analysis was made of historical flows into and out of the City's wastewater treatment plant. **Appendix F** contains spreadsheets summarizing these data. **Figure 4-8** shows both the total annual average daily flow (AADF) treated by the wastewater treatment plant and the City's fraction. AADF is a commonly used indicator of sustained customer flow and its corresponding impact on treatment and disposal facilities. As can be seen, since 2014 overall flows have been generally constant with a 10-year average of 5.9 MGD. Of the overall flow, the fractions from the City, Pasco County, and the City of Port Richey have also remained relatively constant.

For comparison purposes, **Figure 4-9** illustrates reuse flows into both New Port Richey's Master Reuse System and Pasco County's Master Reuse System. As can be seen, on average the City reuses less than half of the raw sewage it receives from its customers. The balance of the reuse water is sent to Pasco County's Master Reuse System.

The current permit for The City of New Port Richey's Wastewater Treatment Facility (FLA127434), allows for 4,200,000 gallons of reuse per day (AADF) to be disbursed through a slow-rate public access master urban reuse system encompassing the city limits of New Port Richey as well as 7,500,000 gallons of reuse per day (AADF) to be transferred to the Pasco County Master Reuse System (PCMRS) for a combined capacity of 11,700,000 gallons per day. Currently, the City is well within these limits.

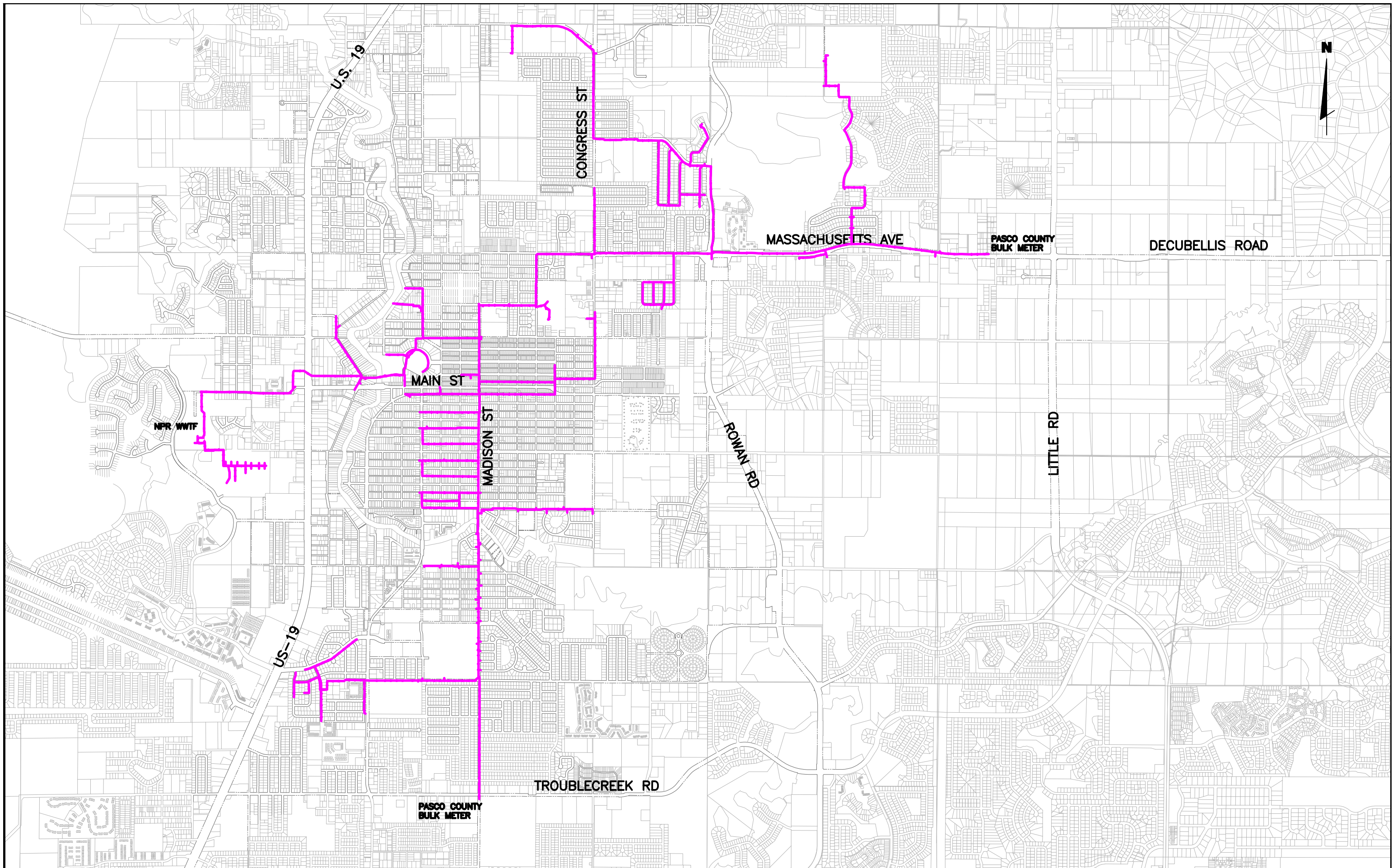


Figure 4-8  
New Port Richey WWTF Average Daily Flow

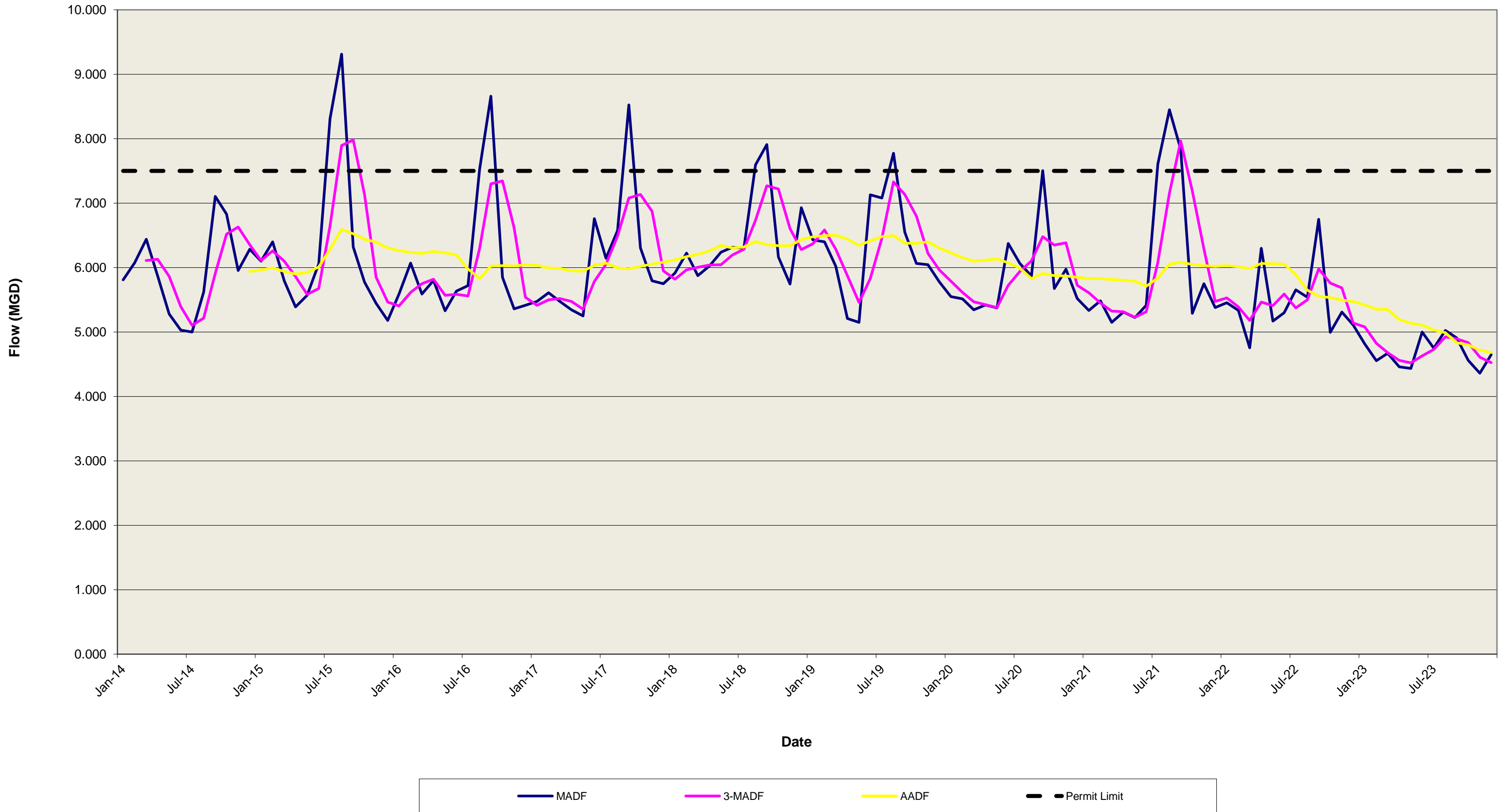
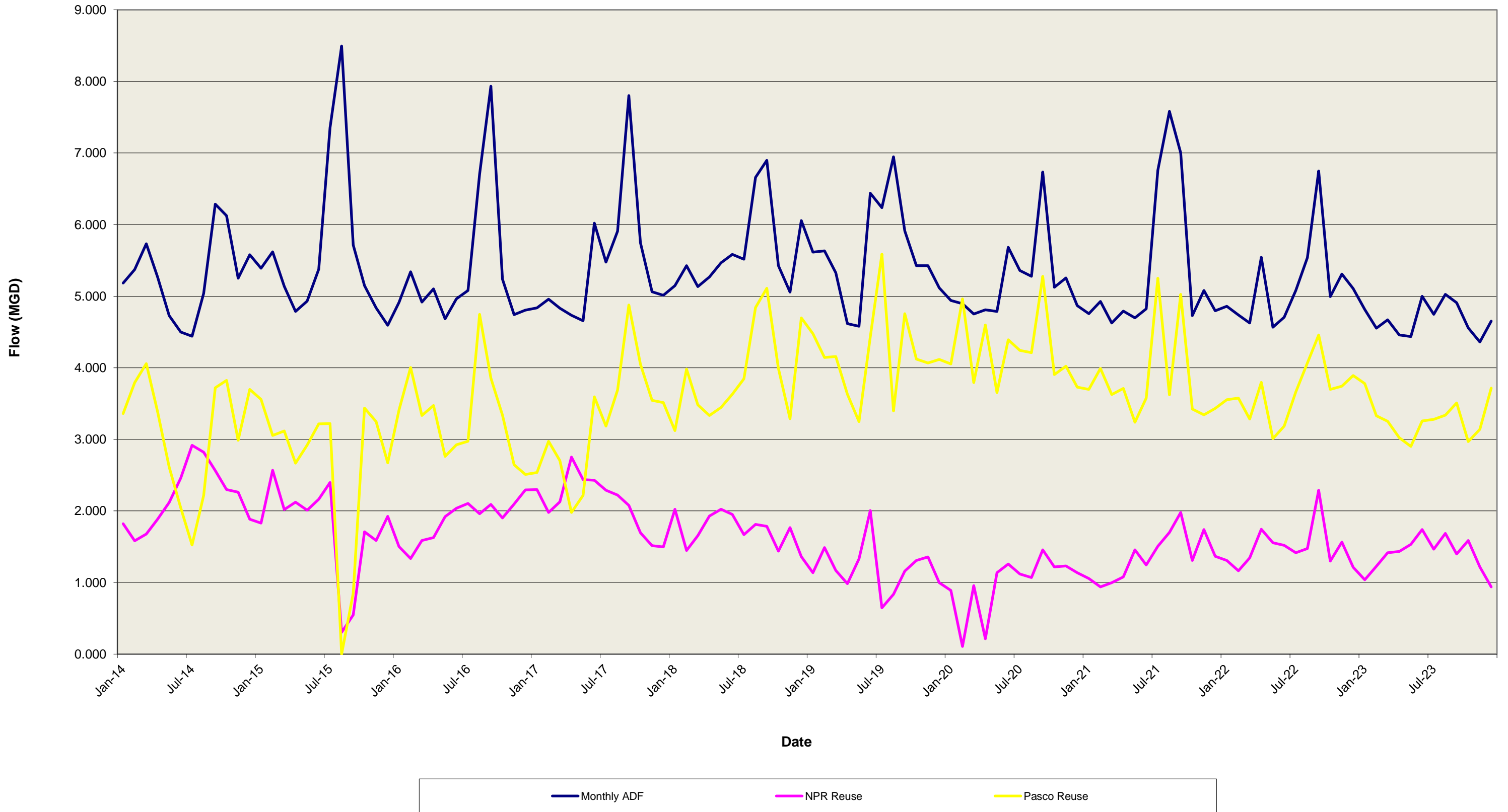




Figure 4-9  
New Port Richey WWTF Reuse Average Daily Flows



### 4.3. REGULATORY CONDITIONS

The City of New Port Richey's wastewater collection, treatment, and reuse systems are regulated by the Florida Department of Environmental Protection (Permit No. FLA127434). With regards to the City's compliance with the wastewater permitting rules, there have been several issues that have developed due to changing regulations.

**Surface Water Discharge** - The use of the WWTF surface water discharge (SWD) has long been an issue with FDEP. At the time of the prior Master Plan Update, the surface water discharge was not included as a permitted disposal method. This condition was due to frequent copper and toxicity excursions from permitted limits, and therefore the City chose to eliminate discharge to surface waters. On October 7, 2005, a revision to the City permit was issued with new facility ID FLA127434, identifying the facility's disposal as land application only. The 2017 permit renewal application was submitted in September 2016 which noted that, during the wet season, the facility had been discharging through the inactive outfall structure. This was due to extreme wet weather events in which the Pasco Master Reuse System was not able to accept the City's effluent. Therefore, FDEP included an Administrative Order No. AO-005-SWD17 as part of the 2017 permit renewal, requiring the City to produce a study to evaluate reasonable potential for discharge to cause or contribute to nonattainment of Numeric Nutrient Criteria and provide recommendations regarding compliance. Ultimately, the study was completed with FDEP requiring a copper concentration limit of 3.7 µg/L in the SWD receiving waters. To comply with the copper limits the City authorized an evaluation (*Copper Removal Evaluation for Surface Water Discharge*, Stroud Engineering Consultants, February 2023) that provided recommendations for minor treatment modifications requiring chemical dosing of a copper precipitant to remove copper below the permit limits should the City need to dispose of effluent through the surface water outfall.

**Reuse Effluent Disposal** – In an effort to protect the health of the state's freshwater springs from degradation due to excessive nutrients entering their source waters, the State of Florida passed the Florida Springs and Aquifer Protection Act. The Act provides for the protection and restoration of Outstanding Florida Springs (OFS), which comprise 24 first magnitude springs, 6 additional named springs, and their associated spring runs. FDEP, under the auspices of the Act, has developed Basin Management Action Plans (BMAP) for all OFS as part of its statewide watershed management approach to restore and protect Florida's water quality. How the springs protection act ties into the City of New Port Richey is that the PCMRS, into which the majority of the City's treated effluent is delivered, includes reclaimed water users located within the Weekie Watchee

BMAP. All WWTF's that discharge within the BMAP boundary are required to treat the wastewater to advanced treatment levels, the principal nutrient level of 3 mg/L of total nitrogen. There is currently no facility within Pasco County that provides that level of treatment. During the latest (2023) permit renewal process, FDEP included another Administrative Order No. AO-063SWD23 requiring the City to provide a proposal to the Department on how they plan to meet the new total nitrogen concentration limits. This same Administrative Order was attached to the Pasco County wastewater treatment facilities. There is no current resolution regarding the steps the City or County will have to take as the County is working with FDEP to identify options to comply with the BMAP requirements. This process is expected to take a few years to complete, at which time the City will have a better understanding of the steps they may have to take for any treatment facility modifications.

#### **4.4. WASTEWATER COLLECTION SYSTEM**

##### **4.4.1. GENERAL**

As was described previously, the City of New Port Richey's Wastewater Treatment Plant receives flows from a regional service area including areas of Pasco County (including the former FGUA/Lindrick Service Corporation) and the City of Port Richey. Pasco County's portion of the service area delivers flows to the plant headworks with its own wastewater collection system. The old Lindrick Service Corporation (now owned by Pasco County) connects to the City's collection system at the south end of the plant site prior to a subaqueous crossing at Cross Bayou. Flows from Port Richey enter the City's wastewater collection system at several locations near the border between New Port Richey and Port Richey.

##### **4.4.2. CAPACITY**

As done with the water distribution system, mathematical computer models of the City's wastewater collection system were developed. These computer models described significant portions of the City's system of pipes, lift stations, and discharge locations, allowing the performance of each system to be evaluated without actually operating each system. Bentley Systems OpenFlows WaterCAD was used to perform the calculations and generate the desired reports for evaluation and analysis.

Using the above models, steady state analyses of existing and future systems were performed. In these analyses the operating behavior of the various system components, under various conditions were simulated to determine system pressures, flow rates, head losses, velocities, etc.

#### 4.4.3. MODELING RESULTS

**Appendix G** contains the detailed results of the modeling effort. The following are some of the noteworthy observations resulting from this modeling effort:

- Lift Station III-G (Tanglewood at Maplewood Drive) functions as a master lift station, repumping flows from five or more smaller lift stations in the area yet discharges through an undersized 6-inch force main for considerable distance. This 6-inch force main is a hydraulic bottleneck that restricts the capacity of this important lift station.
- Much of flow from the southeast quadrant of the City uses the same 8-inch force main west of Madison Street. This 8-inch force main is a hydraulic bottleneck that restricts the pumping capacity of Lift Station III-G.
- Lift Station II-D (Bank St./Nebraska Ave.) re-pumps water from a number of lift stations that are located considerable distance away. This configuration compounds the odor problem at Lift Station II-D and increases costs associated with re-pumping the same wastewater multiple times. Over time the City has added new force mains that are closer and offer hydraulically improved points of connection to several lift stations. Recently, the City connected Lift Stations II-D-02 (Lafayette St./Louisiana Ave.), II-D-04 (Dailey Ln.), and II-D-05 (Francis Avenue Park) to the 14-inch, 18-inch, 20-inch force main system south of the river and bypassed Lift Station II-D.

#### 4.4.4. INTERCONNECTION EVALUATION

The City of New Port Richey accepts raw sewage from the residential and commercial customers within its service area, which transmits the wastewater flows to the City's WWTF through a large network of pressurized force mains. In addition to the City's customer base, the WWTF also accepts wastewater flows from unincorporated areas of Pasco County (including the purchased FGUA/Lindrick Service Corporation system) to the south and the City of Port Richey to the north. The flows from these contributing sources consume a significant portion of the plant's overall treatment capacity, with Pasco County's flows alone making up almost 43% of the total plant flows.

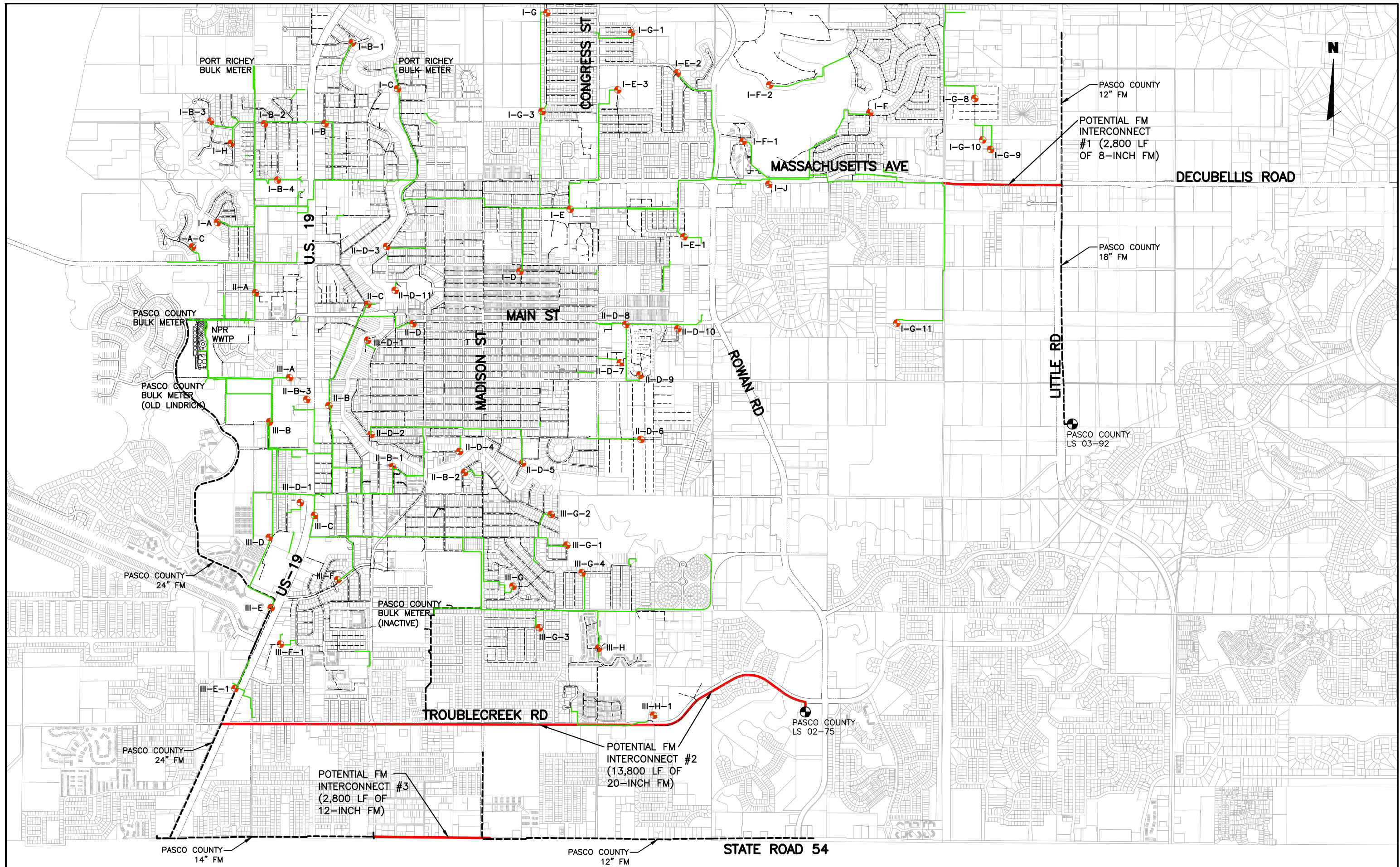
As the City's WWTF and force main infrastructure age, the dependence of the customer base on the single WWTF facility and dedicated transmission system, along with the lack of a redundant or alternate transmission system, becomes an important consideration. In the potential event of a catastrophic structure or piping rupture at the plant, or within the City's transmission system, the City's staff would have to expend considerable resources to contain any sewage spills and maintain service to the customers. Although this same concern exists within many municipalities, the potential ability to temporarily divert flows to an alternate WWTF or to a different transmission system in an emergency could provide substantial flexibility to the City's Operations staff, along with minimizing any environmental impacts, managing pump trucks, and disposal of the sewage.

The ability to divert wastewater flows in an emergency situation would require interconnected piping between the City's transmission system and the adjacent utility service areas. Although the County and City of Port Richey have transmission system piping outside of the City's service area, only the County offers a viable option for diversion of a significant volume of wastewater from the City's transmission system. As discussed previously, the Pasco County wastewater collection system along the US Highway 19 corridor contributes a significant portion of the wastewater flows to the City's WWTF. In addition, the County has large diameter force main piping in relatively close proximity to the City's transmission system. Based on a review of the County's utility atlas maps and discussions with the County's Wastewater System Maintenance Supervisor, there are three piping interconnect options that were determined to be most beneficial for both entities (**Figure 4-10**):

1. Massachusetts Avenue Force Main – This option consists of the installation a piping interconnect between the City's existing 8-inch diameter force main along Osteen Road, or 12-inch diameter force main directly to the west, and the County's existing 18-inch diameter gravity sewer piping along Little Road, a distance of approximately 2,800 linear feet. The sewage flows in the County's gravity sewer are directed toward the south into the County's master lift station (#03-92) near Plathe Road. The lift station discharges into a 16-inch diameter force main which connects to the nearby 24-inch diameter force main along Trouble Creek Road. This large diameter piping is one of the primary transmission conduits to transfer wastewater to the County's Shady Hills WWTF and is able to convey substantial volumes of water. A piping interconnect between the City's and County's system in this location would likely allow for the potential diversion of the majority of wastewater flows from the northern portion of the service area.

2. Trouble Creek Road Force Main – This option consists of the installation a piping interconnect between the County’s existing 24-inch diameter force main along US Highway 19 to the County’s existing 20-inch diameter force main piping at the southwest corner of Rowan Road and Trouble Creek Road, near master lift station #02-75 and covering a distance of approximately 13,800 linear feet. Currently, the majority of the wastewater flows from the southwest portion of the County are directed to the booster pump station along Moog Road, which then transfers the flows to the City’s WWTF through a 24-inch force main. The proposed interconnect would allow this flow to be directed instead to the large diameter primary transmission system along Trouble Creek Road, with the wastewater directed to the County’s Shady Hills WWTF. This interconnect would likely be able to offset almost 2 MGD from the City’s WWTF to the Shady Hills WWTF in an emergency situation. This same piping interconnect would provide benefit to the County as well in the event that a piping rupture occurred within their transmission system, as it would allow wastewater flows from the County’s system to be transferred to the City’s WWTF.
  
3. State Road 54 Force Main – This option consists of the installation of a piping interconnect between the County’s existing 12-inch diameter force main along SR 54, from Grand Boulevard to Madison Street, a distance of approximately 2,800 linear feet. Currently, a gap in the County’s transmission system piping exists in this area. If this piping gap was closed, it would allow the County to shift some of the wastewater flows from the southwest portion of the County, which have historically been directed to the US Highway 19 corridor, and subsequently to the Moog Road booster station and the City’s WWTF, instead to the County’s transmission system along Trouble Creek Road and then to the Shady Hills WWTF. This shift in the flow direction would provide an offset of wastewater flows from the City’s WWTF to the County’s system.

It should be noted that the interconnects would not allow for a complete diversion of flows from the City’s WWTF but they would provide a substantial reduction of incoming flows and alleviate sewer backup impacts at numerous lift stations in the event of an emergency. In addition, system hydraulic conditions would need to be evaluated in more detail within the local County system to determine what type of pump station upgrades might be required to accommodate the maximum transfer of flows under the various options.



#### 4.4.5. SYSTEM CONDITION

Because of the harsh environment in which wastewater collections systems must operate, deterioration of pipe and equipment is frequently more rapid than with other public works utilities. Over the years the City has continuously maintained a program of renewal and replacement of wastewater collection system components, while at the same time upgrading to newer materials and technologies as funding permitted. For example, old force mains constructed with un-coated and/or un-lined cast or ductile iron pipe have been replaced with newer corrosion resistant (PVC, polyethylene) pipelines. Manholes and wet wells that have been eaten away by acid formed by hydrogen sulfide have been lined with acid resistant coatings or replaced. Lift stations constructed with carbon steel components, and having suffered from both internal and external corrosion, have been replaced with new corrosion resistant materials and equipment. Gravity sewer lines constructed of rigid vitrified clay pipe that has cracked have been lined and/or replaced with more flexible PVC pipe.

As a result of the above renewal and replacement program, portions of the City's collection system are in good condition while others are in line for upgrading.

#### 4.4.6. OBSERVATIONS

##### **Infiltration/Inflow**

In addition to coastal areas, infiltration and inflow from other areas should also be minimized. All such unwanted water entering the wastewater collection system must be pumped and treated resulting in correspondingly larger pumps, pipelines, and treatment facilities along with higher operating costs. For instance, in 2023 the City and surrounding region experienced a drought year in which the yearly rainfall was measured at 30-inches versus the typical yearly rainfall of over 50-inches. The plant inflows averaged 4.7 MGD, approximately 1.0 to 1.5 MGD less than the average flows from the previous 10-years. There are other years that show abnormal flows, such as 2018 (60.7 inches; 6,436,000 gpd) and 2019 (70.9 inches; 6,302,000 gpd), compared to low rainfall years, such as 2022 (49.1 inches; 5,472,000 gpd) and 2023. This disparity in flow amounts shows the impact that rainfall events have on the infiltration and inflow into the City's collection system, as well as the contributing collection systems of Pasco County and the City of Port Richey. The City's



ongoing program of lining and waterproofing the existing collection system should be a priority in the overall maintenance process.

### **Chlorides**

Because land application of water, in various forms, is the ultimate disposition of wastewater collected and treated by the City, it is critically important that coastal area infiltration and inflow be minimized. High dissolved solids (salts) found in coastal waters once introduced into the system are not removed, only diluted. Consequently, reuse water containing high dissolved solids has the potential to cause violations of groundwater standards at land application sites. Therefore, the City should emphasize reduction of infiltration and inflow from its coastal areas and insist upon the same from its customers.

### **Magnolia Valley Force Main Failures**

City staff have reported repeated failures of the 10- and 12-inch diameter force main system running between Magnolia Valley and the City's Recreation Center. In addition, they have indicated that this force main system was constructed with relatively thin-walled PVC pipe. Fatigue failure of thin-walled PVC force mains has been a well-known problem in the engineering community for many years. The City has taken steps to reduce transient pressure surges in this system to help mitigate the problem. However, continued development and acquisition of private systems along the Massachusetts Avenue corridor east of Rowan Road only increase flows and pressures on this force main.

### **Reliability/Redundancy/Interconnections**

The City's wastewater treatment facility has experienced a rupture in one of the influent process pipes which resulted in the release of untreated wastewater into Cross Bayou. As previously discussed, to provide higher levels of reliability in the treatment facility operations and minimize the impacts of potential force main or process piping failures, potential system interconnects with Pasco County were investigated as part of the modeling effort.

## 4.5. WASTEWATER TREATMENT SYSTEM

### 4.5.1. GENERAL

As was described in depth in the 2011 Master Plan Update, the City's wastewater treatment system has evolved in response to regional growth impacts, effluent disposal options, and permit requirements. Because of this historical development, the City's choices relating to facility location, treatment process, unit processes, disposal, etc. were not based upon today's regulatory environment and requirements. Consequently, it may be operationally more difficult for the City to comply with future regulatory requirements.

The New Port Richey WWTF had the Schreiber Process Unit built in 1983 as a 1.5 MGD pre-engineered package plant with extended aeration treatment. At that time, the Schreiber unit was the primary biological treatment for the WWTF and included internal clarification. In 1989 the facility was expanded to a 4.5 MGD plant with an oxidation ditch system operating with extended aeration treatment with denitrification. To handle additional development in the service area, the City expanded the plant in 1992 to its current configuration and capacity. The New Port Richey WWTF is permitted as a Type 1 combined extended aeration and biological nutrient removal (BNR) domestic wastewater treatment facility with a capacity of 7.5 MGD AADF.

The existing treatment process for the oxidation units is single stage nitrification/denitrification, a type of extended aeration biological nutrient removal process. The four (4) oxidation ditch process units are designed to remove nitrogen from the influent wastewater, and generally in a similar fashion to the Schreiber process. The oxidation ditch is designed as a continuous channel. The surface mounted aerators provide two primary functions: (1) the required dissolved oxygen for the process operation and (2) the flow velocity within the basin to maintain the mixed liquor in suspension.

The oxidation ditch process provides nitrification and denitrification within a single loop basin by providing aeration and anoxic zones in the same basin. The influent wastewater and return activated sludge are introduced to the oxidation ditch in the aeration zone, which provides the oxygen for BOD reduction. This process aids in the removal of nitrogen in the wastewater by converting influent ammonia ( $\text{NH}_3$ ) to nitrate ( $\text{NO}_3$ ) in the aeration zone. As the mixed liquor flows through the channel from the aeration zone, the dissolved oxygen is used and the basin transforms into an anoxic zone. It is in this zone the bound oxygen is used which converts the nitrate ( $\text{NO}_3$ ) to

nitrogen gas (N<sub>2</sub>). As the channel flow returns to an aeration zone, the nitrogen gas is volatilized into the atmosphere.

The nitrification/denitrification process requires a longer mean cell residence time, also expressed as solids retention time, than conventional activated sludge treatment process. This results in larger basin volumes. Each oxidation ditch has 2 aerators of 150 HP each. The concentration of dissolved oxygen in the process can be adjusted by turning one of the aerators off and/or lowering the effluent weir to reduce the power draw of the aerators.

The New Port Richey WWTF currently includes: two (2) mechanically cleaned bar screens with a manual bar screen back-up; two (2) circular grit removal concentrating tanks with grit pumps, grit dewatering unit and classifier; one (1) Schreiber process aeration tank with an internal secondary clarifier; four (4) oxidation ditches with mechanical surface aerators operating in the extended aeration process mode; four (4) circular secondary clarifiers with suction arm type sludge removal; four (4) single-media traveling bridge sand filters; two (2) chlorine contact basins for high-level disinfection; two (2) 4.5 million gallon effluent reject storage tanks; effluent pumping and storage facilities which includes two (2) on-site 2.0 million gallon storage tanks to deliver suitable water to the City of New Port Richey Master Reuse System (R-001) and the Pasco County Master Reuse System (R-002), and a surface water discharge (D-001) for wet weather disposal. Residuals generated by the plant are held in a thickening tank before being dewatered by the two (2) belt filter press. The dewatered sludge is pumped to an open bed truck and transported, treated and disposed of by others at an approved site.

#### 4.5.2. CAPACITY

The existing wastewater treatment plant is currently permitted to treat 7,500,000 gpd of wastewater. If one looks at the site plan, it is evident that expansion beyond 7,500,000 gpd, or adding treatment elements to meet higher advanced treatment standards, would be difficult to accomplish due to space limitations.

Historical flows over the past 10 years show an average yearly flow of 5,913,000 gallons per day, with flows to the City's wastewater treatment plant generally maintaining a consistent level. As discussed in Section 4.3.5, major flow changes the facility experiences can be attributed to rain events as seen with high rainfall years and the significant reduction in flows during the low rainfall years.

The service areas of New Port Richey, Pasco County, and Port Richey systems that flow to the WWTF are generally built out, with some potential increases from infill development and septic to sewer conversions. It appears that the plant has adequate reserve capacity for the foreseeable future.

#### 4.5.3. CONDITION

Although functional portions of the City's wastewater treatment plant date back to the early 1960s it is evident from our site visits to the plant that the facility is well run, properly maintained, and generally in good condition.

Over the years, through a combination of staff-executed work, upgrades, expansions, and contracted repairs the City has continually maintained the condition of this facility to a high standard. However, the City has focused funding on the upgrade of the pumping and transmission systems over the past 15 years and the WWTF has lacked significant financial investment that is needed to recondition/rehabilitate the various major mechanical equipment and structures. This rehabilitation work should be a funding priority for the City to implement over the next 10 years.

#### 4.5.4. OBSERVATIONS

##### **Oxidation Ditch Treatment Process**

As was mentioned previously, the extended aeration treatment process utilized at this plant is a process that was originally selected to protect Cross Bayou from high ammonia and low dissolved oxygen levels. Upon reducing this surface discharge and converting this plant to a reuse facility the extended aeration process becomes less than ideal due to its tendency to convert nitrogen to its nitrate form, which was previously limited to 12 mg/L for reuse water. The current permit revised the nitrogen limit to 8.9 mg/L (as Total Nitrogen). Most contemporary reuse facilities today employ some degree of denitrification to control nitrate concentrations. By controlling the number of aerators operating in each oxidation ditch, the treatment process can develop anoxic conditions within certain zones of the ditch and thereby convert the nitrates to nitrogen gas and reduce the nitrate concentration in the effluent.

In addition to the above and as discussed in Section 4.3, the current regulatory climate suggests an increasing emphasis will be placed on nutrients entering and impairing surface water bodies from various sources, including reuse water and its associated wet weather backup disposal systems. The Administrative Order that is currently included as part of the City's WWTF domestic wastewater permit is requiring wastewater treatment facilities discharging to the Pasco County Master Reuse System to reduce the effluent total nitrogen to 3.0 mg/L on an annual average basis. The City should continue to coordinate with Pasco County on any proposed treatment process options to meet the upcoming nitrogen limit that are discussed with FDEP.

### **Schreiber System Treatment Unit**

As detailed in a recent report (*New Port Richey Wastewater Treatment Facility Schreiber Process Unit Evaluation*, Stroud Engineering Consultants, April 2024) the Schreiber unit has a treatment capacity of 1.5 MGD and was constructed in the early 1980's and is currently limited in operational capability due to deteriorated mechanical equipment.

### **Oxidation Ditch Aeration/Mixing**

The City of New Port Richey's wastewater treatment plant is equipped with four relatively deep, folded over, plug flow, extended aeration, oxidation ditch activated sludge process units. The design of these units, and the aeration equipment furnished as part of the 1986 and 1990 plant expansions, was based on Eimco Water Technologies Carrousel technology.

Each of these four oxidation ditch units is equipped with two 150 horsepower, fixed, vertical shaft, mechanical surface aerators. One aerator is mounted at the influent end of each basin while the other is located halfway down the hydraulic length of each basin. The aerators were initially installed with single speed motors, however recent improvements included converting one aerator in each basin to variable speed drive.

Under normal operating conditions, one aerator in each basin operates continuously while the other is held in reserve. By design, dissolved oxygen levels in each basin vary along the length of each plug flow oxidation ditch. Operator control of dissolved oxygen levels is accomplished by adjusting the liquid level in each basin, and consequently each aerator's submergence. Ten-foot-long effluent weirs, located in each oxygen ditch unit, can be manually adjusted to raise or lower overall liquid levels.

The above configuration and process selection was originally selected to comply with the plant's surface discharge effluent requirements, coupled with the limited available land area at the plant (*New Port Richey WWTP 3.0 MGD Expansion Technical Memoranda*, CH2MHill, November 29, 1984).

Over the years, this plant has gradually evolved from a surface discharge facility to a reuse facility. As a result, effluent requirements have also changed. Of particular importance is the nitrate concentration of the effluent. The original surface discharge permit mandated nitrification (high oxygen input) in order to minimize high ammonia concentrations and to control dissolved oxygen levels in the receiving water. However, current reuse requirements limit effluent nitrate concentrations to 12 mg/l, encouraging less oxygen input.

A previous study commissioned by the City (*Preliminary Design Report for WWTP Aeration Evaluation*, C & D Engineering, Inc., September 2004) looked at alternative ways to better control the dissolved oxygen levels in the existing oxidation ditch units. This study recommended that the City pursue conversion of its existing fixed speed aerators to a variable speed dual aerator/impeller configuration, including their associated dissolved oxygen monitoring and control systems.

Over the past 10 years, the above recommendations have been partially implemented and they remain valid. By allowing the plant operators better control of the existing treatment process, one could reasonably expect better management of nitrification/denitrification, total nutrients in the effluent, as well as a decrease in energy consumption associated with better mixing and dissolved oxygen control.

### **RAS/WAS Pump Station**

In conjunction with the oxidation ditch, activated sludge process units constructed as part of the 1986 and 1990 plant expansions, control of Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) was based on relatively simple liquid level control, weir gates, sumps, and constant feed pumps. Subsequent improvements were made to add an additional pump and variable frequency drives to the existing pumps to allow greater pump control.

In conjunction with the above modifications to aeration and mixing, providing the plant operators with better control of RAS/WAS rates is also an integral part of managing nitrification/denitrification,

total nutrients, and energy consumption associated with better mixing and dissolved oxygen control. To accomplish this, modifications can be made to the existing RAS/WAS pumping system to include bypass piping directly to each oxidation ditch, with automated isolation valves and magnetic meters at each pump to better control the feed rates to each ditch.

### **Structural Integrity**

Most of the wastewater treatment plant's water holding treatment structures are constructed of conventional reinforced concrete. As such, these structures contain various expansion, contraction, and construction joints employing flexible joint material that allows movement yet maintains a watertight joint. Over time, this joint material tends to breakdown, become more brittle, and leak. As such, consideration should be given to systematically removing each tank from service for examination and potential replacement of joint material.

### **Headworks**

As with many treatment plants, the headworks structure at the City's wastewater plant has experienced the damaging effects of hydrogen sulfide, and its associated sulphuric acid formation, on its structure. It appears that the problem became acute after the 1990 plant expansion when the headworks structure was enclosed in conjunction with installing an odor control system at the headworks. Although the staff has undertaken repair work on the structure, a comprehensive approach to the hydrogen sulfide problem should be implemented.

Consideration should be given to the use of acid-resistant materials and coatings in critical areas of the structure as well improvements to air flow and ventilation associated with the odor control system. In addition, the distribution weir gates and the rubber bellows assembly between the headworks structures should be replaced due to the deterioration of the equipment.

### **Clarifiers**

The City's wastewater plant is currently equipped with four final clarifiers and has room for the construction of two more in the future. The first two of these clarifiers were constructed as part of the 1986 plant expansion and the second two with the 1990 expansion. Given the age of these clarifiers, and their importance to the overall performance of a reuse plant, consideration should be

given to removing each from service for a thorough examination and renewal and replacement of mechanical equipment as required.

### **Process Piping**

The plant's process piping has in recent years shown excessive corrosion and in one case ruptured, sending untreated waste into Cross Bayou. Pipe thickness testing has been conducted by the City to identify pipes with deterioration and potential replacement. The influent piping to each oxidation ditch has been replaced or lined, with isolation valves installed to assist with minimizing the potential for the liquid in the oxidation ditches from backflowing in the event of an influent pipe failure. Effluent piping to ditches 3 and 4 has been replaced with new piping and isolation valves. Consideration should be given to periodically measure the pipe thickness of any process piping that has not been replaced or lined.

### **Residuals Treatment and Odors**

The plant's existing residuals treatment consists of a sludge thickening basin followed by pumping to a sludge holding basin with aeration. Thickened sludge from the sludge holding basin is pumped to the belt presses which provide additional dewatering of the sludge before being hauled to an offsite residuals processing facility. The combined volumes of the sludge thickening basin and sludge holding basin amount to approximately 4 days of sludge age. This sludge age does not provide enough time for sufficient volatile solids reduction, of which the volatile solids contain odor producing biological matter. As the pressed sludge is conveyed to the tractor trailer prior to hauling to an offsite processing facility, the remaining biological material can rapidly become septic and develop a highly offensive odor. Consideration should be given to evaluating potential treatment options for reducing the residuals odor condition.

### **Flooding Vulnerability**

The recently completed Vulnerability Assessment (GHS Environmental, September 2024) identified the WWTF as a critical asset located within the FEMA Flood Zone AE, with a flood elevation of 10.0 ft. Based upon a review of available record drawings of previous plant expansions, it appears that the City's WWTP has been built to be above the potential FEMA flood elevation. However, there may be process equipment, electrical equipment, and control instrumentation that potentially would be affected by a flood event.



## 4.6. REUSE WATER SYSTEM

### 4.6.1. GENERAL

As happened with the City's wastewater treatment plant, the City's reuse system evolved in response to numerous overlapping factors and influences, the most important being an ever-changing regulatory environment. The most significant recent change came in 2000 when state law changed, effectively eliminating the City's ability to continue discharging water into Cross Bayou.

Because of this change, the city acquired additional property, constructed reject water storage facilities, added reuse water storage, and entered into an agreement with Pasco County for the disposal of excess reuse water not used by the City.

In 2017, the regulatory situation again changed, allowing limited effluent discharges into Cross Bayou provided that the discharges occur during wet weather events.

### 4.6.2. CAPACITY

#### **Data and results of computer modeling**

As done with the water distribution and wastewater collection systems, mathematical computer models of the City's reuse distribution system were developed. Bentley Systems OpenFlow WaterCAD was also used to perform the calculations and generate the desired reports for evaluation and analysis.

Using the above models, steady state analyses of existing and future systems were performed. In these analyses the operating behavior of the various system components, under various conditions were simulated in order to determine instantaneous system pressures, flow rates, head losses, velocities, etc. **Appendix H** contains the detailed results of the modeling effort.

Currently, the Wastewater Treatment Facility's Permit allows for a combined total of 11,700,000 gpd of reuse water to be disbursed, 7,500,000 gpd to Pasco County and 4,200,000 to the City of New Port Richey. Given the City's current reuse demand of approximately 1,700,000 gpd, the City could expand its reuse system up to approximately 1,500,000 gpd. Additionally, Pasco County has experienced substantial residential and commercial growth over the past 10 years, with many of

those developments incorporating reclaimed water irrigation systems. They have had difficulty in achieving the reuse water demands and appear to be able to accommodate additional reuse flows from the City.

#### 4.6.3. CONDITION

Compared with the age of most of New Port Richey's utility system, generally all of the City's reuse system has been constructed after 1996. Consequently, the reuse system appears to be in good overall condition.

#### 4.6.4. OBSERVATIONS

##### **Wet Weather Backup**

All reuse systems that supply irrigation system demands face the common operational necessity of balancing supply and demand. A reuse distribution system that is expanded to the point where there are enough customers to use all of the water produced will have an overabundance of water when customers aren't irrigating. Depending on the design of the system, this imbalance may happen on a daily basis as irrigation demand periods don't necessarily occur at the same time water is produced.

In 2000, when more stringent regulatory requirements mandated changes to the City's method of wet weather backup, the City investigated alternative strategies for future operation of its wastewater reuse facility (*Wastewater Treatment Plant Effluent Disposal Alternatives Analysis*, C & D Engineering, Inc., August 2000). This study recommended the City secure 130-300 acres of high-quality upland property and begin the phased construction of rapid rate infiltration basins and reuse transmission mains for wet weather backup. The study reviewed the City's current reuse system, previous studies, geologic mapping data, aerial photographs, and related data to suggest several parcels of land that could be considered for such a system. However, due to the rapid growth in the west Pasco region those sites are no longer available as residential and commercial mixed-use developments have acquired those sites and there appear to be no other suitable sites near the City's service area meeting the disposal parameters.

It was also recommended that the City consider a cooperative arrangement with Pasco County to share its reuse pipe network and make easier the delivery of water to well-drained areas suitable

for construction of rapid-rate land application systems. Subsequently, the City and Pasco County entered into an agreement whereby the County would take all surplus water produced by the City. As a result of this agreement, the City is operationally dependent on the County for disposal of surplus water within the County's system. On occasion, the City has had difficulty pumping adequate volumes of water into the County's reuse system due to an increase in back pressure from that system. As a result, during those times when the City cannot pump the reuse into the County's system the excess water is released into Cross Bayou via the outfall discharge.

### **High Service Pumping**

Subsequent to the City and Pasco County entering into an agreement for the County to take all of the City's surplus reuse water, the City has experienced ever increasing backpressure from the County's reuse system. This increased backpressure necessitates the City operate its high service pumps at a higher, and less efficient, discharge pressure than was originally designed.

Computer modeling shows that this increased backpressure results from high design pressures associated with some of Pasco County's major reuse pumping facilities, particularly the Shady Hills Subregional Reuse Facility and the Land O' Lakes Subregional Reuse Facility.

### **Expansion**

Historical flow data indicate that on an average daily basis the City reuses approximately one third of the raw wastewater it treats, excluding Pasco County's raw wastewater component. The remaining two thirds (approximately 3.4 million gallons per day) is transferred into the County's reuse system for reuse and/or disposal. Consequently, opportunities exist to expand the City's reuse system in ways that would reduce potable water consumption and/or pumping from groundwater resources.

### **Storage**

The City's current reuse storage capacity (4.0 million gallons) should be considered a minimum for a treatment facility of this size. This is especially true given that the City's treatment facility is dependent on remote sites for disposal of the bulk of the water it produces. Fortunately, the City was far sighted enough to purchase sufficient property adjacent to the treatment plant suitable for this additional storage. Preliminary design of an additional 15 million gallons of reuse storage has

already been completed. Strong consideration should be given to adding additional storage along with expansion of the City's reuse system to assure a continuous supply of reuse water without interruption and to provide a buffer for wet weather conditions.

#### 4.6.5. POTENTIAL PROBLEMS

As was described in detail previously, prior to November 2005 the City of New Port Richey could dispose of surplus reuse water into Cross Bayou. At that time, regulatory changes forced the City to eliminate this discharge and find an alternative way to dispose of water not used by its reuse customers. To solve this problem, the City acquired property south of the wastewater treatment plant, constructed additional reuse storage, added reject water storage, and entered into an agreement with Pasco County whereby the County took all surplus water produced by the City, at no cost. However, In May 2011, the City was notified by Pasco County that it intended to begin charging the City for reclaimed water flowing into its Master Reuse System in accordance with a December 16, 1984 agreement between the City and Pasco County. The initial cost of providing this service was estimated to be \$0.44 per 1,000 gallons of water or roughly \$490,000 per year at current flows. In addition, the City continues to have difficulty physically pumping reuse water into the County's reuse system. Based on the above, it may be necessary for the City to revisit it's prior decisions relating to the disposition of its reuse water.

In prior years, the City examined various alternatives for disposal of its effluent (*Wastewater Treatment Plant Effluent Disposal Alternatives Analysis*, C & D Engineering, Inc., August 2000). At that time the City considered a Cross Bayou Outfall, Gulf Outfall, Injection Wells, Rapid Rate Infiltration Basins, Spray Irrigation, and Wetlands Application of treated effluent. The result of this study was a recommendation that treated wastewater generated by the City of New Port Richey's Wastewater Treatment Facility consist of an expanded Master Reuse System coupled with rapid-rate infiltration basins as the primary means of backup disposal.

In order to implement the recommendations contained in the above study, the City completed two needed and necessary aspects of its Master Reuse System. First, the City acquired additional land south of the wastewater treatment plant and constructed reject water storage and recycle facilities on this property as required by regulation. In lieu of constructing its own rapid-rate infiltration basins, the City entered into an interlocal agreement with Pasco County whereby the County would provide backup disposal for the City's Master Reuse System through the County's Master Reuse System containing, among other things, rapid-rate infiltration basins.

## **4.7. RECOMMENDATIONS**

### **4.7.1. WASTEWATER COLLECTION SYSTEM**

#### **Massachusetts Avenue Force Main Failures**

City staff have reported repeated failures of the 10 and 12-inch diameter force main system running along Massachusetts Avenue between Magnolia Valley and the City's Recreation Center. In addition, they have indicated that this force main system was constructed with relatively thin-walled PVC pipe. Fatigue failure of thin-walled PVC force mains has been a well-known problem in the engineering community for many years. Although the City has taken steps to reduce transient pressure surges in this system, it is recommended that the City conduct a thorough examination of the original contract documents and shop drawings for this force main project to verify the materials used for its construction. In addition, subsurface investigation of the materials in select locations may be beneficial to verify the extent of piping that needs to be considered for replacement.

#### **Steel Dry Pit Lift Stations**

Over the years, the City has systematically replaced many of its older (1960s) steel dry pit lift stations as they reached their useful life due to external and internal corrosion. However, a few of these lift stations remain in service. It is recommended that the City upgrade the remaining steel dry pit lift stations in the following priority order as funding permits:

- III-G (Tanglewood at Maplewood Drive)
- II-B (S. River Rd./Shaw St.)
- II-D-01 (Lafayette St. & Montana Ave.)

#### **Cast Iron Force Mains**

Due to the potential for failure, and the reduction in hydraulic capacity associated with older un-coated and/or un-lined cast iron force mains, these older cast iron force mains should be replaced with newer corrosion resistant (PVC, polyethylene) pipelines as funding permits. If possible, replacement of these force mains should be coordinated with lift station upgrades and a strategy of re-routing to optimize the utilization of newer force mains. For example, the City has recently extended its south side system of 20-inch, 18-inch, and 14-inch diameter force mains to the vicinity

of Gulf Dr. and Magnolia Way. Replacement of the old 12-inch and 8-inch cast iron force mains utilized by Lift Stations II-B (S. River Rd./Shaw St.), II-C (Bridge Rd./N. River Rd.), and II-D (Bank St./Nebraska Ave.) could also be eliminated by constructing new force mains along Main Street, River Road, and South Road to connect to the force main transmission system near the WWTF.

### **Lift Station III-G Hydraulics**

Lift Station III-G (Tanglewood at Maplewood Drive) functions as a master lift station, repumping flows from five or more smaller lift stations in the area. However, this relatively high-capacity lift station pumps considerable distance through an undersized 6-inch force main before it increases to 8-inches. It is recommended that this bottleneck be minimized or eliminated.

Additionally, after the LS III-G force main is upsized the combined 8-inch force main along High Street from Madison Street to Charles Street should be upsized and rerouted to connect to the larger transmission force main near Gulf Drive.

### **Force Main Interconnections**

The ability for the City to divert a portion of the incoming flows from its wastewater treatment facility due to operational issues at the plant or disruptions in the force main system could provide higher levels of reliability in the treatment facility operations and minimize the impacts of potential force main or process piping failures. As discussed previously, several potential system interconnects with Pasco County were identified. It is recommended that the City consider further evaluation of the following potential force main interconnections with the Pasco County system:

- Massachusetts Avenue Force Main
- Trouble Creek Road Force Main
- State Road 54 Force Main

#### **4.7.2. WASTEWATER TREATMENT SYSTEM**

##### **Schreiber Treatment Unit**

Given the magnitude of current plant flows, and the nature of subsequent recommendations, it is recommended that the City consider placing the Schreiber plant back into service prior to

implementing these recommendations. This will allow the current flows and loadings to be stabilized while other process units are taken out of service for rehabilitation.

Without the Schreiber process on-line, the plant is rated for a capacity of 6.0 MGD. Since the existing oxidation ditch units are operating as a single basin 2-stage nitrification/denitrification process, it is recommended that the City retrofit the Schreiber tank as a separate basin 2-stage denitrification process to better match the other treatment basins as outlined in the recent evaluation (*New Port Richey Wastewater Treatment Facility Schreiber Process Unit Evaluation*, Stroud Engineering Consultants, January 2024).

### **Headworks**

The existing Headworks structure has over 40 years of active service and needs significant rehabilitation. While a new headworks structure would help alleviate some of the operational difficulties, the capital cost would be high and site space available for such a structure would be problematic. Instead of a new headworks structure, it is recommended that the City rehabilitate the existing headworks structure.

The existing odor control system should be upgraded to provide better air flow under the enclosed areas. As portions of the headworks are taken out of service, surfaces vulnerable to acid attack should be replaced with acid resistant materials and/or coatings.

### **Clarifiers**

Since the existing primary clarifiers were constructed over thirty years ago, it is recommended that the City remove each clarifier from service and refurbish and replace the mechanical equipment and structural steel components of each as required.

### **Aeration/Mixing**

It is recommended that the City continue to implement the recommendations found in the previous master plan study (*Utility System Master Plan Update – 2011*, C & D Engineering, Inc., October 2012) relating to conversion of its existing fixed speed aerators to a variable speed dual aerator/impeller configuration. Implementation of these recommendations will allow the plant operators better control of the existing treatment process, manage nitrification/denitrification and

effluent nutrient concentrations, as well as a decrease in energy consumption associated with better mixing and dissolved oxygen control. While the City converted four (4) of the eight aerator motors to variable frequency drives, conversion of the other four aerator motors to VFD control is recommended. The installation of dual aerator/impeller configuration aerators is also recommended.

### **RAS/WAS Pump Station**

In conjunction with the above modifications to aeration and mixing, the previous master plan study (*Utility System Master Plan Update – 2011*, C & D Engineering, Inc., October 2012) recommended improvements relating to existing RAS/WAS pumping system to include variable frequency drives with programmable logic control. Careful control of RAS/WAS rates is also an integral part of managing nitrification/denitrification, total nutrients, and energy consumption. Those improvements were subsequently made by the City. Therefore, further recommended modifications to the RAS/WAS pumping system include bypass piping directly to each oxidation ditch, with automated isolation valves and magnetic meters at each pump to better control the feed rates to each ditch.

### **Dewatering System**

The dewatering belt presses have been in service for over 20 years of continuous operation. The presses need replacement of belts, roller assemblies, hydraulic systems, drive units, electrical and control system, etc.

### **Structural Integrity**

It is recommended that City systematically remove each reinforced concrete water holding tank structure from service to allow for cleaning and examination and replacement of construction/expansion joint material. Logically, this effort should take place while other recommendations (aerators, effluent weir gates, etc.) are being implemented.

### **Residuals Treatment and Odors**

It is recommended that the City conduct an evaluation of potential treatment options for reducing the residuals odor condition. The WWTF used to have an aerobic digester as part of the residuals



treatment process. To make room for reuse storage tanks, the digester was removed from service and demolished.

### **Flooding Vulnerability**

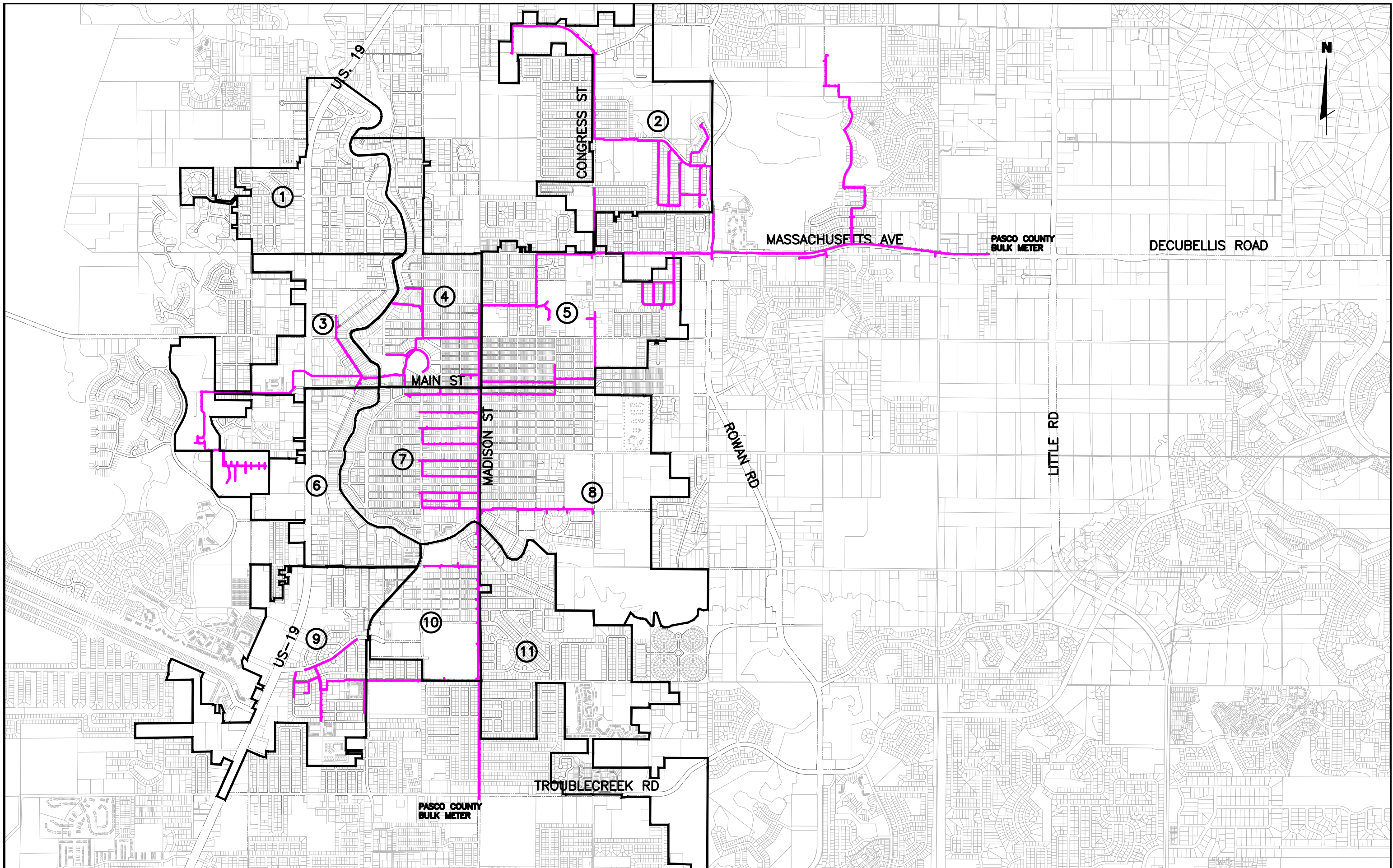
As the treatment plant is located within the flood zone, it is recommended that a detailed review of the facility be conducted with a focus on identifying process equipment, including pumps, electrical panels, control instrumentation, etc. that may be at risk due to flood events.

#### **4.7.3. REUSE WATER SYSTEM**

##### **Expanded City Reuse System**

By 2001 the City of New Port Richey had constructed the major backbone of its Master Reuse System. In 2001, the City commissioned a master plan update to address the potential for further expansion of its reuse system into additional areas (*Reclaimed Water Master Plan Update*, McKim & Creed, March 2002). The primary outcome of this plan was the identification and prioritization of future areas of expansion to the City's reuse system, based on the most favorable benefit/cost ratio. **Figure 4-11** depicts the reuse service areas identified in this master plan and **Table 4-2** summarizes the details of these same areas in the order in which they were prioritized. As of today, portions of areas 2, 3, 4, 5, 7, and 9 have had their reuse systems expanded.

In order to reduce the volume of reuse water flowing into Pasco County's Master Reuse System and its associated cost the City of New Port Richey it is recommended that the City continue to expand its reuse system as funding permits. In addition to the reuse service areas shown on **Figure 4-11**, the City would also benefit from expansion of its reuse system to include large parcels of land near its existing reuse piping. Since the prior master plan update, the City has expanded the reuse system to include the Meadowlawn Memorial Gardens Cemetery and the WWTF reject site. Another potential large site option is the Carlton Arms Apartment complex adjacent to the old Magnolia Gardens golf course site.



**Table 4-2 – Reuse Service Areas**

Service Area No.	Irrigable Acreage (acre)	Connection Fraction	Net Irrigable Acreage (acre)	Irrigation Rate (in/wk)	Residential Commercial Demand (gpd)	Service Area Subtotal (gpd)
<b>05</b>						
Residential & Commercial	124.0	0.80	99.2	1.00	384,797	
Schools, Parks, Large Turf Areas	16.0	1.00	16.0	1.50	93,088	477,885
<b>03</b>						
Residential & Commercial	70.0	0.75	52.5	1.00	203,648	
NPR WWTP	61.1	1.00	61.1	1.40	332,000	535,648
<b>07</b>						
Residential & Commercial	129.0	0.80	103.2	1.00	400,313	
Schools, Parks, Large Turf Areas	0.0	1.00	0.0	1.50	0	400,313
<b>02</b>						
Residential & Commercial	89.0	0.75	66.8	1.00	258,923	
Schools, Parks, Large Turf Areas	26.0	1.00	26.0	1.50	151,268	410,191
<b>01</b>						
Residential & Commercial	117.0	0.75	87.8	1.00	340,382	
Schools, Parks, Large Turf Areas	0.0	1.00	0.0	1.50	0	340,382
<b>04</b>						
Residential & Commercial	107.0	0.80	85.6	1.00	332,042	
Schools, Parks, Large Turf Areas	20.0	1.00	20.0	1.50	116,360	448,402
<b>11</b>						
Residential & Commercial	103.0	0.75	77.3	1.00	299,653	
Schools, Parks, Large Turf Areas	2.8	1.00	2.8	1.50	16,290	315,943
<b>08</b>						
Residential & Commercial	149.0	0.80	119.2	1.00	462,377	
Schools, Parks, Large Turf Areas	26.0	1.00	26.0	1.50	151,268	613,645
<b>10</b>						
Residential & Commercial	44.0	0.80	35.2	1.00	136,541	
Schools, Parks, Large Turf Areas	44.0	1.00	44.0	1.50	255,992	392,533
<b>06</b>						
Residential & Commercial	54.0	0.75	40.5	1.00	157,100	
Schools, Parks, Large Turf Areas	0.0	1.00	0.0	1.50	0	157,100
<b>09</b>						
Residential & Commercial	136.0	0.70	95.2	1.00	369,281	
Schools, Parks, Large Turf Areas	0.0	1.00	0.0	1.50	0	369,281
<b>Other Large Demands</b>						
Calusa Elementary School	8.4	1.00	8.4	1.50	49,000	
Ridgewood High School	22.5	1.00	22.5	1.50	131,000	
Marchman Technical School	22.5	1.00	22.5	1.50	131,000	
Magnolia Valley Golf Course	65.0	1.00	65.0	1.50	378,000	
Marlow Elementary School	16.8	1.00	16.8	1.50	98,000	
Pasco Interlocal Agreement					3,000,000	3,787,000
<b>Totals</b>	<b>1,453.2</b>		<b>1,193.6</b>			<b>8,248,323</b>

## **Backup Disposal**

It is important for the operators of any wastewater treatment facility to have control over all aspects of their facility that relate to permit compliance. Currently, the operators of the City's facility do not have full control over reuse storage volumes, flows, and pressures as these are dictated by the operation of Pasco County's reuse system. At times, the City has had to discharge treated effluent to the surface water outfall.

It is recommended the City continue to work with Pasco County to investigate options to improve the City's ability to convey its reuse water into the PCMRs, particularly during wet weather conditions.

## **Reuse Water Storage**

In the early 2000's the City acquired approximately 14 acres of land, south of the wastewater treatment plant, suitable for use as a reject and reuse water storage site. 9.0 million gallons of reject water storage was constructed at the time while provisions were made for adding an additional 15 million gallons of reuse storage at a future date. It is recommended that City move forward with the construction of additional storage (7.5 million gallons per storage tank) on this site, along with expansion of the City's reuse system, to help assure a continuous supply of reuse water without interruption, and to maximize the volume of available water that is reused. Also, additional reuse storage would help to minimize the potential discharge of treated effluent to the City's surface water.



# 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:** 11/19/2024  
**RE:** Approval of Engineering Services Task Order No. 5 RE: 2025 WWTP Oxidation Ditch & Filter Structure Repairs

**REQUEST:**

This request of City Council is to consider for approval the attached Engineering Services Task Order No.5 from Stroud Engineering Consultants, Incorporated in the amount not to exceed \$90,370 for the 2025 WWTP Oxidation Ditch and Filter Structure Repairs Project.

**DISCUSSION:**

The task order includes engineering inspections of the existing oxidation ditch and filter structures. Final design drawings for four (4) oxidation ditches and four (4) filters. Bid phase, project estimate, and construction administration. Project details include the process of protecting interior walls, rebuilding interior construction joints, 24” Ductile Iron pipe and fittings inside the tank rehabilitations, surface preparations, sealant preparations, and product application specifications for sealing tank, pipe protection, concrete and steel corrosion protection, construction seam/joint crack rehabilitation.

As City Council may recall, the filter structures have approximately 1.2 million gallons flowing through them daily of partially treated effluent. This filtering process applies constant pressure pushing out on the existing seams. Any leaks can constitute a Sanitary Sewer Overflow (SSO), requiring the city to notify the Florida Department of Environmental Protection that can constitute significant fines to the city. The planned rehabilitation projects are part of the ongoing preventative maintenance program.

**RECOMMENDATION:**

Approval of the task order is recommended.

**BUDGET/FISCAL IMPACT:**

Funding is identified as Water Pollution Control Capital Equipment/Improvement Program Account No. 401111.46399. As City Council is aware, Pasco County funds 49.3% of the capital expenditures outlined in the Interlocal Agreement between the City and the County.

**ATTACHMENTS:**

Description	Type
☐ Task Order No. 5	Backup Material

## TASK ORDER NO. 5

### SCOPE OF SERVICES AND FEE PROPOSAL

#### 2025 NPR WWTF OXIDATION DITCH AND FILTER STRUCTURE REPAIRS

##### CITY OF NEW PORT RICHEY

## I. PROJECT SCOPE

### Description:

The City of New Port Richey (CITY) owns and operates the New Port Richey Wastewater Treatment Facility (WWTF), located at 4730 Main Street, New Port Richey, FL 34652. The WWTF has a treatment capacity of 7.5 Million Gallon Per Day (MGD) based on an Annual Average Daily Flow (AADF) measurement. The plant provides effluent meeting the Florida Department of Environmental Protection (FDEP) classification of Part III – Slow-Rate Public Access Reuse Systems under FAC 62-610, in which all treated effluent currently is disposed through the City's Master Urban Reuse System and the Pasco County Master Reuse System. The plant's biological treatment consists of four (4) oxidation ditch nitrification/denitrification basins and one (1) Schreiber treatment system with a nitrification/denitrification perimeter basin and an internal clarifier. Each oxidation ditch has a treatment capacity of 1.5 MGD and was constructed in the early 1990's. Over time the construction joints, expansion joints, and concrete protective surface have deteriorated and need repair. The oxidation ditch mechanical equipment is also in need of replacement and includes the replacement of the surface aerators, gear boxes, and effluent weir. In addition, the plant has 4 filter structures that are also in need of joint and concrete repair.

The CITY is requesting professional engineering assistance from Stroud Engineering Consultants, Inc. (ENGINEER) to assist the CITY in conducting engineering inspections of the existing oxidation ditch and filter structures, provide repair and replacement recommendations for the various joint types and concrete surface, bidding documents for contractor bidding activities, and assistance during construction activities.

Mr. Brent Heath, P.E. will serve as the ENGINEER's project manager on this task order for the duration of the scope of services. The ENGINEER will provide project management as part of this task order, which shall include: continuous management and coordination of the overall project; preparation of miscellaneous correspondence; coordination of subconsultant services; necessary scheduling of design and construction activities; and attendance at monthly project meetings (as requested) with the CITY. A written summary of the project status and completed tasks will be provided with each invoice submitted by the ENGINEER.

Based on the above background discussion, the following specific tasks and services are anticipated for this project, and are included in this Scope of Services:

### 1.0 PRELIMINARY ENGINEERING

The ENGINEER's preliminary engineering scope will include the following:

- Obtain the wastewater treatment plant design documents, as-built drawings, and other background information needed to complete the final design. The ENGINEER currently has record drawings of the existing facility.
- Conduct a field review of the oxidation ditch and filter structures to obtain necessary system

information and perform visual documentation of the structural conditions.

- Coordinate with the WWTF Plant manager, Structural Engineer, Stroud Engineering, and material manufacturers to provide a condition assessment of the existing concrete structures surfaces and joints in order to provide recommendations for the repair of the structures.
- Coordinate with the WWTF Plant manager, Structural Engineer, Stroud Engineering, and equipment manufacturers to provide recommendations for the replacement of the surface aerators, gearboxes, and effluent weir assembly. The coordination will include the required modifications to the existing concrete basin walls and any new concrete additions for the new surface aerator/mixer assemblies.

## 2.0 FINAL DESIGN

Once the preliminary design and planning activities are completed, the ENGINEER will prepare detailed construction documents for the conceptualized facilities and furnish appropriate numbers of sets to the CITY for review. The final documents will be suitable for establishing a construction contract for the project while being in sufficient detail to permit construction by the contractor. The final documents will include two separate sets of bid documents, one for the Oxidation Ditches and one for the Filters. The ENGINEER's final design scope will include the following:

- Prepare and submit copies of construction drawings at designated project completion milestones (90% and final) for review, comment, and approval by the CITY. The construction drawings will include construction notes, plan sheets at appropriate scale for legible interpretation, and standard civil and utility details. Four (4) copies of construction drawings will be provided in 11"x17" size at each submittal stage.
- Attend design review meetings at the specified design intervals with the CITY.
- Prepare front-end bidding documents and technical specifications for the final design documents.
- Prepare a complete tabulation of material quantities and corresponding final estimate of probable construction cost, based upon experience with similar work in the area.

## 3.0 BID PHASE SERVICES

- 3.1 **Contract:** It is anticipated that Contract Documents will be prepared as part of this Task Order. These Documents will be submitted to the CITY with the final design drawings.
- 3.2 **Document Delivery:** Upon advertisement of the Contract and initiation of the bidding process, the ENGINEER will provide a compact disc to the CITY which contains the Contract Documents and Construction Plans in PDF format. The ENGINEER will assist the CITY in the distribution of the bid documents to the interested bidders/parties upon request.
- 3.3 **Pre-Bid Meeting:** Upon scheduling of the Pre-Bid Meeting by the CITY, the ENGINEER will coordinate with the CITY to develop the proper meeting agenda. The ENGINEER will be directly involved in the meeting communications and adequately describe the project specifics to the attending bidders/parties. The ENGINEER will answer all pertinent questions and issue any necessary addendums that result from the Pre-Bid Meeting.
- 3.4 **Bid, Award, Bond and Insurance Assistance:** The ENGINEER will communicate with

the interested bidders/parties during the time period between contract advertisement and bid submission. The ENGINEER will assist the CITY in preparing the required advertisement for bids, attend the bid opening, review bids, prepare a bid tabulation and make recommendations regarding the award of the construction contract.

#### 4.0 SERVICES DURING CONSTRUCTION

- 4.1 **Pre-Construction Meeting:** Upon award of the construction contract, the ENGINEER will assist the CITY during the construction phase by attending the pre-construction conference.
- 4.2 **Work Recommendations:** The ENGINEER will communicate with the CITY and contractor throughout the construction phase and respond to any construction or design issues that are conveyed by either party. The ENGINEER will interpret the plans and specifications for the contractor and assist with resolution of construction difficulties encountered. If warranted, the ENGINEER will modify the design drawings to illustrate the required additional changes so that the project can be successfully completed.
- 4.3 **Shop Drawing Reviews:** In accordance with the Contract Documents, the selected contractor will be required to provide utilities-related equipment/material submittals to the ENGINEER and obtain approvals prior to installing the materials. The ENGINEER will review these submittals per the contract and return them to the CITY and contractor for subsequent processing.
- 4.4 **Construction Observation/Field Services:** It is anticipated that the construction of the oxidation ditch and filter structure repairs will be conducted in phases. Phase 1 was completed in May 2024. Phase 2 is estimated to be started in February 2025 and that the construction duration will be three (3) months. The ENGINEER will conduct periodic site visits to observe the work in progress, especially during periods of major construction, and consult with the CITY's inspector to monitor conformance with the contract documents. An average field observation time of 4 hours per week has been estimated by the ENGINEER throughout the construction phase. It is anticipated that on-site observation of the work in progress will be conducted with assistance from the CITY's inspections staff at intervals necessitated by the contractor's schedule, capabilities and effectiveness, and as required to provide final regulatory certification. The ENGINEER will assist the CITY with operational questions associated with acceptance of the completed project.

It is anticipated that the ENGINEER will observe the following activities in the field, at a minimum:

- hydrostatic pressure/leakage testing
- routine materials installation
- applicable testing procedures.

- 4.5 **Project Closeout:** In order to properly close out the project, it is anticipated that the ENGINEER will be required to submit a Certificate of Substantial Completion. This Certificate will fix the date when the entire work, associated with the CITY's utilities, is considered substantially complete and ready for its intended use. It will identify significant items that need to be addressed or corrected before final payment can be recommended. Upon resolution and completion of the items mentioned in the Certificate and submittal of all contractual documents by the contractor, the ENGINEER will prepare and submit final Change Order to adjust the Contract amounts to the completed quantities and submit a Recommendation of Final Payment to the CITY.



**TASK 5 PROJECT ALLOWANCE FOR AUTHORIZED ADDITIONAL WORK**

- In the event that other additional work is required or requested by the CITY, which may arise from unforeseen field conditions, change in the project limits, the need for additional testing data, investigations and/or structural engineering services, this task is intended to provide an allowance for such work. Such additional work shall be authorized in writing by CITY.

**II. DELIVERABLES**

This Scope of Services is to include the following deliverables:

- Final Design Drawings for Bid Documents – Includes Four Filters
- Final Design Drawings for Bid Documents – Includes Four Oxidation Ditches
- ENGINEER’s Opinion of the Probable Construction Cost
- Certificate of Substantial Completion
- Recommendation for Final Payment

**III. ASSUMPTIONS**

This Scope of Services is based upon the following assumptions:

- **Construction Phase Services:** It is assumed the CITY will provide inspections staff for routine on-site observation for the duration of the construction phase.

**IV. ENGINEER’S COMPENSATION**

For Tasks 1 – 5 described above, the CITY will compensate the ENGINEER on a fixed fee basis. Compensation to the ENGINEER for the services included in the above tasks shall not exceed the following:

1.	PRELIMINARY ENGINEERING	\$ 22,720.00
2.	FINAL DESIGN	\$ 44,260.00
3.	BID PHASE SERVICES	\$ 5,890.00
4.	CONSTRUCTION PHASE SERVICES	\$ 12,500.00
5.	PROJECT ALLOWANCE FOR AUTHORIZED ADDITIONAL SERVICES	\$ 5,000.00
	TOTAL AUTHORIZATION	\$ 90,370.00

**V. ADDITIONAL SERVICES REQUIRING AUTHORIZATION IN ADVANCE**

During the course of the work, the ENGINEER shall notify the CITY in writing of any unanticipated costs or out of scope work and shall provide a new estimate for that work to the CITY for approval. If required by the ENGINEER and authorized by the CITY, additional services related to this Task Order shall be provided by the ENGINEER for additional professional fees negotiated with and agreed to by the CITY.

## VI. PROJECT SCHEDULE

The ENGINEER will begin the activities described herein within two weeks of receiving written notice to proceed. The estimated project schedule is outlined as follows:

<u>Task</u>	<u>Weeks to Complete After Notice to Proceed Issued</u>
Preliminary Engineering	10
90% Final Design Submittal	22
CITY Review	24
100% Final Design Submittal	28
Bid Phase	34
Construction Phase	56

TASK ORDER NO. 5

2025 NPR WWTF OXIDATION DITCH AND FILTER STRUCTURE REPAIRS

Stroud Engineering Consultants, Inc.

- A. SCOPE OF SERVICES - The City of New Port Richey hereby authorizes the firm of Stroud Engineering Consultants, Inc. to perform the specific services summarized on the attached statement entitled TASK ORDER NO. 5, SCOPE OF SERVICES AND FEE PROPOSAL.
- B. TIME OF COMPLETION - Work under this Authorization will begin upon Notice to Proceed from the City and will be completed within the schedule presented on the attached statement entitled TASK ORDER NO. 5, SCOPE OF SERVICES AND FEE PROPOSAL.
- C. KEY PERSONNEL – Stroud Engineering Consultants, Inc. shall appoint a single representative with whom the City of New Port Richey shall coordinate. This representative shall have the authority to transmit instructions, receive information, interpret and deliver decisions, etc. Key personnel assigned to the project by Stroud Engineering Consultants, Inc. shall not be removed from the project without the prior written approval of the City of New Port Richey. For this authorization key personnel are as follows: Brent Heath, P.E.
- D. COMPENSATION - Professional fees for this authorization will be fixed fee in accordance with the AGREEMENT FOR GENERAL UTILITY ENGINEER, WATER-RESOURCE AND ENVIRONMENTAL CONTINUING SERVICES (GUE&WR&EC) with the City of New Port Richey, dated October 5, 2023.
- E. ACCEPTANCE - By signature hereon, the parties each accept the provisions of this TASK ORDER NO. 5 and authorize the Consultant to proceed at the direction of the City's representative, in accordance with the SCOPE OF SERVICES AND FEE PROPOSAL.

Witness:

STROUD ENGINEERING CONSULTANTS, INC.

\_\_\_\_\_

\_\_\_\_\_  
Brent A. Heath, President

\_\_\_\_\_  
Date

Attest:

CITY OF NEW PORT RICHEY, FLORIDA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Leanne Mahadeo, Director of Technology and Innovation  
**DATE:** 11/19/2024  
**RE:** Sims Park Projector Screens Replacement Project

**REQUEST:**

The action being requested of the City Council is to review and consider the approval of the attached proposal for the replacement of outdated signage at Sims Park. The new signage will feature 3.9 mm NanoLumens Performance Series P3.9 displays, replacing the outdated Optec 10mm LED signage. This is a budgeted item proposed in the 24/25 Capital Improvement Program, with an estimated amount not to exceed \$203,339.00. The project will be funded through Penny for Pasco, and the purchase will be made under TIPS contract 230105 through The ProMedia Group.

**DISCUSSION:**

The purpose of this purchase is to replace the outdated and degraded signage at Sims Park with new, advanced technology that offers increased visibility and a clearer picture for park visitors. The current Optec 10mm LED signage has shown signs of wear and degradation, impacting its performance and visibility.

The new 3.9 mm NanoLumens Performance Series P3.9 signage offers significantly higher resolution and clarity, ensuring a more engaging experience for park patrons. The improved technology will also enhance the park's aesthetic appeal and provide better communication for events, announcements, and public information.

This purchase represents a one-time acquisition and comes with a three-year warranty. The replacement signage will provide long-term benefits in terms of performance, technology, and visitor experience at Sims Park.

**RECOMMENDATION:**

The approval of this purchase is recommended.

**BUDGET/FISCAL IMPACT:**

The funding source for this project will come from the Capital Improvement Fund (account code 301519-46399-9011) and is financed by Penny for Pasco.

**ATTACHMENTS:**

Description	Type
□ Sims Park Sign Contract	Cover Memo

SIMS PARK - OUTDOOR DISPLAYS

**City of New Port Richey**

5919 Main St, New Port Richey, FL 34652

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPSUSA.COM.  
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER.  
ATTACH PO AS A PDF WITH QUOTE. VENDOR CONTRACT NUMBER: 230105

Revision: 1  
Modified: 10/2/2024

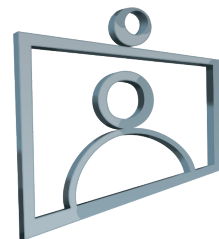


THE CITY OF  
**NEW PORT**  
**RICHEY**  
FLORIDA

Presented By:

**The ProMedia Group**

4893 W Waters Ave Suite F  
Tampa, FL 33634  
(813) 433-1118  
[www.thepromediagroup.com](http://www.thepromediagroup.com)



**THE ProMedia Group**

# SCOPE OF WORK

## THE **PRO**MEDIA GROUP CITY OF NEW PORT RICHEY OUTDOOR DIGITAL SIGNAGE UPGRADE

### SCOPE OF WORK

The ProMedia Group (PMG) will provide design, engineering, equipment, installation, commissioning, project management and training for an outdoor digital signage system in New Port Richey, FL.

The City of New Port Richey has a need to update and upgrade the current LED signage displays. The current 10mm pixels are faded and failing. PMG will install 3.9mm LED displays at the following area:  
Sims Park (2 single sided LED displays)

#### Sims Park (960 x 512 Resolution – Total of 2 single signs)

- PMG will install and commission a 3.9mm LED display for a single side at Sims Park E and W locations (total of 2). A digital signage player will be installed in the IT closet behind the stage. An existing HDMI fiber connection runs to each display and will be re-used, PMG assumes it is in working condition.

Notes: City of NPR to remove old display panels. PMG assumes power is sufficient that runs to mounting structure.

#### Specs:

Project	NPR Sims Park
Series	Performance
Number of Sides	Single Sided
Pixel Pitch	P3.9 ODFE - 250x250
Max Brightness (Nits)	5500 nits
Viewable Width	147.64 in - 12.3 ft - 3.75 m
Viewable Height	78.74 in - 6.56 ft - 2 m
Estimated OVERALL Width	148.14 in - 12.34 ft - 3.763 m
Estimated OVERALL Height	79.24 in - 6.6 ft - 2.013 m
Estimated Total Depth	6 in - 0.5 ft - 0.152 m
Diagonal	167.32 in - 13.94 ft - 4.25 m
Total Viewable Area Of Display	80.73 sqft - 7.5sqm
Estimated Total Display Weight (lbs)	815
Estimated Total Display Weight (kg)	370
Selected Working Voltage (Single Phase)	120 VAC
Est. Number of 120 VAC 20 Amp Circuits	3
Est. Power consumption Max Watts	4950
Est. Power consumption Average Watts	1485
Est. BTU/hr All White Full Power	16889
Est. BTU/hr Average Running Video	5067
Module Resolution	64 X 64
Resolution Width	960
Resolution Height	512
Total Pixel count	491,520
Est. Data Cables (Per Display)	1
DIU Chassis & SC (Per Display)	1 DIU Chassis Includes QTY 1 Send Cards
Nixel count (Per Display)	15 Wide x 8 High per face - Total Nixels 120
Hor. Viewing Angle (L50)	140 degrees
Vert. Viewing Angle (L50)	140 degrees
Color Temp	6500K ~ Adjustable
Life Span To Half Brightness	100,000 Hours
Operating Temperature	-20-50C
Storage Temperature	-20-50C
Standard Warranty	3 Years

## Implementation Plan

PMG estimates approximately 5-7 days of on-site installation requiring full access to the above-mentioned room(s). Unless otherwise noted, labor rates are calculated based on standard business hours (8 AM – 5 PM, M-F). The pricing and schedules outlined in this proposal assume that PMG can complete the stated Scope of Work without interruption in a single, continuous timeframe. Additional costs may be incurred for multiple mobilizations/demobilizations.

A change in room availability with less than 10 days' notice to PMG may result in additional charges and impact schedules and deadlines.

## Included

- Equipment, materials, and labor for a complete and functioning system
- Insurance
- Training
- Media Players
- 3 Yr Warranty down to the individual pixel (On parts and components PMG procures)
- Fully Finished Displays ready to be installed
- All Unistrut required for Installation
- Full Submittal Drawings
- Display Interface Units
- Spare Parts Kit
- Installation
- Nanolumens On-Site Supervision - Nanolumens Field Engineer to be present for the duration of the installation for Supervision, Training and Commissioning
- Shipping

## Not Included

- IT infrastructure, data cabling and configuration
- Fiber distribution and connections to Sims Park displays
- Electrical work (power, conduit)
- Media Content
- Cellular modem or mobile data device
- Payment/Performance Bond
- PCs and laptops
- Software and configuration
- Taxes

## High-Level Timeline/Schedule

Approximately six weeks from date of approval/deposit to start of project. This is subject to change depending on equipment lead times. Please note that the technicians working on your project are employees of The ProMedia Group or a vetted subcontractor. All technicians have been through safety training and are fully insured under our corporate liability, workman's comp and umbrella policy.

## Change Requests

Change Requests (CRs) require approval from PMG and the authorized customer representative for changes to the SOW, proposal, equipment list and/or Terms and Conditions. CRs will follow a formal process. PMG will evaluate the CR data provided by the Customer, create a Change Proposal if necessary, and submit it for review/acceptance. No work will commence until a CR is authorized by the Customer. Upon approval, PMG will proceed with necessary adjustments and updates to the contract scope and deliverables.

## Limited Warranty

PMG hereby extends a warranty, effective for a period of one year, guaranteeing the functionality and quality of all equipment enumerated within this proposal. Additionally, PMG warrants, for a duration of ninety (90) days, the quality of all workmanship carried out as part of this project. *Upon request, PMG is prepared to furnish extended warranty options.*

## Warranty Exclusions

The above limited warranty does not apply to any product that has been subject to unusual physical or electrical stress, abuse, negligence or accident caused by the client. Obligations of PMG do not cover equipment damaged by lightning, flood, earthquake, tornado, corrosion, fire or other causes outside of PMG's direct control.

**Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on PMG for 30 days. Beyond 30 days, PMG holds the right to update pricing to accommodate any fluctuations in equipment cost to PMG. Any price variations will be clearly communicated to the client.

**Terms & Conditions**

By signing this Agreement, the Customer confirms having thoroughly read, comprehended, and agreed to its terms. Both parties acknowledge that no warranties, representations, or understandings beyond those explicitly stated herein have been made.



**Video**



**1 BrightSign USDHC-64C10-1** \$49.00  
64GB Class 10 MICRO SD Card



**1 BrightSign XT1144** \$730.00  
4K Enterprise HTML5 media player PoE+

**2 Nanolumens Performance Series P3.9** \$160,250.00  
P3.9 ODFE - 250x250  
5500 nits  
147.64 in - 12.3 ft - 3.75 m  
78.74 in - 6.56 ft - 2 m  
148.14 in - 12.34 ft - 3.763 m  
79.24 in - 6.6 ft - 2.013 m  
6 in - 0.5 ft - 0.152 m  
167.32 in - 13.94 ft - 4.25 m

**Video Total \$161,029.00**

**Sims Park Total \$161,029.00**

**SIMS PARK - OUTDOOR DISPLAYS**

## Integration Labor & Miscellaneous

### Miscellaneous



1 **The ProMedia Group Freight, General & Administrative** \$1,572.00



1 **The ProMedia Group Materials** \$2,858.00  
Cables, connectors, hardware, supplies, etc.

---

**Miscellaneous Total** **\$4,430.00**

### Installation/Labor



1 **The ProMedia Group Integration Services** \$33,000.00



1 **The ProMedia Group Project Management** \$2,880.00  
Initiation, planning, execution, monitoring and closure of AV project.

1 **The ProMedia Group System Design & Engineering** \$2,000.00  
Design, engineering and documentation

---

**Installation/Labor Total** **\$37,880.00**

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**Integration Labor & Miscellaneous Total** **\$42,310.00**

---

**Project Subtotal:** **\$203,339.00**

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## SIMS PARK - OUTDOOR DISPLAYS

# PROJECT SUMMARY

Total Installation Price:	\$203,339.00
---------------------------	--------------

<b>Grand Total:</b>	<b>\$203,339.00</b>
---------------------	---------------------

Client:

Date

Contractor: **The ProMedia Group**  
ES12001785

Date

**SIMS PARK - OUTDOOR DISPLAYS**

Project No : 230312

Rev. 1 10/2/2024



# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Robert Kochen, Chief of Police  
**DATE:** 11/19/2024  
**RE:** Approval of Axon Enterprises Quote for “File on Q” Data Conversion

**REQUEST:**

The request is for City Council to approve Axon Enterprises’ quote and statement of work for “File on Q” data conversion. This quote is a part of the CAD/RMS project, and Axon Enterprises is the only contracted vendor with the Pasco County Sheriff’s Office that provides this service for the project. The City Council approved a five-year contract with Axon Enterprises on 9/28/23 in order to become a part of the countywide CAD/RMS system. The funding for this service is in the approved F.Y. 2025 police budget.

**DISCUSSION:**

The quote from Axon Enterprises for “File on Q” data conversion involves the complex process of transferring data/information from Axon’s Records Management System to the File on Q software in the property and evidence division. This data transfer/integration is critical for court presentation, case integrity, purging case information under state law, retaining case information long term and being accreditation compliant.

The new Axon Records Management System for our property and evidence division is a significant enhancement to the current property and evidence division File on Q software.

The quote to complete the “File on Q” data transfer (as described above) is \$72,000.00 dollars and the statement of work outlines the project.

City Attorney Tim Driscoll has reviewed the quote and Statement of Work provided by Axon Enterprises and approved it as to form.

**RECOMMENDATION:**

Approve Axon Enterprises quote and statement of work for “File on Q” data conversion.

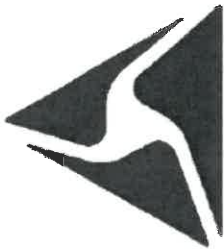
**BUDGET/FISCAL IMPACT:**

Account Number 001062-46418 – Software – F.Y. 2024/2025 police budget

**ATTACHMENTS:**

Description	Type
☐ Axon Enterprises "File on Q" Quote	Backup Material
☐ Axon Enterprises Statement of Work	Backup Material

**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737



Q-573610-45589.725JL

Issued: 10/24/2024

Quote Expiration: 11/30/2024

Estimated Contract Start Date: 10/01/2024

Account Number: 112568

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
New Port Richey Police Dept.- FL 6739 Adams St New Port Richey, FL 34652-1905 USA	New Port Richey Police Dept.- FL 6739 Adams St New Port Richey FL 34652-1905 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jesse Lowe Phone: (847) 514-5377 Email: jlowe@axon.com Fax:	Lauren Letona Phone: (727) 232-8914 Email: letonal@cityofnewportrichey.org Fax: (727) 816-1132

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	\$72,000.00
<b>ESTIMATED TOTAL W/ TAX</b>	\$72,000.00

**Discount Summary**

Average Savings Per Year	(\$14,340.00)
<b>TOTAL SAVINGS</b>	(\$71,700.00)

**Payment Summary**

Date	Subtotal	Tax	Total
Dec 2025	\$72,000.00	\$0.00	\$72,000.00
<b>Total</b>	<b>\$72,000.00</b>	<b>\$0.00</b>	<b>\$72,000.00</b>

Quote Unbundled Price: \$300.00  
 Quote List Price: \$300.00  
 Quote Subtotal: \$72,000.00

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>A la Carte Services</b>									
85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1			\$300.00	\$72,000.00	\$72,000.00	\$0.00	\$72,000.00
<b>Total</b>							<b>\$72,000.00</b>	<b>\$0.00</b>	<b>\$72,000.00</b>

**Delivery Schedule**

**Services**

Bundle	Item	Description	QTY
A la Carte	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1

**Shipping Locations**

Location Number	Street	City	State	Zip	Country
1	6739 Adams St	New Port Richey	FL	34652-1905	USA

**Payment Details**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Single Payment	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$72,000.00	\$0.00	\$72,000.00
<b>Total</b>				<b>\$72,000.00</b>	<b>\$0.00</b>	<b>\$72,000.00</b>



***Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.***

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

Signature

Date Signed

10/24/2024



AXON

STATEMENT OF WORK  
FOR NEW PORT RICHEY  
PD

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**Submitted By:**  
**Axon Enterprise, Inc. (Axon)**  
**17800 North 85<sup>th</sup> Street**  
**Scottsdale, AZ 85255**



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# 1. PROJECT OVERVIEW

This document serves as an overview of the additional Integration and Data Conversion requested for Axon Records

## 1. DEFINITIONS

TERM	DEFINITION
<b>PARTIES</b>	
Agency	New Port Richey PD who is identified within this SOW
End-Users	Specific agency groups using the system
Professional Services	The services that Axon provides within the scope of this SOW
<b>SYSTEMS</b>	
Axon Systems	Software solutions and agency-specific interfaces developed by Axon
CJIS	The Federal Bureau of Investigation's criminal justice information system
MDC	Mobile data computer – a device associated within a vehicle or other mobile unit
NIBRS	National Incident-Based Reporting System
DataStore	The database Axon provides allowing the agency to query data
Product	The software solution being implemented as part of this SOW
Production Environment	The operational environment where the product is accessed
Training Environment	The pre-production environment where all Axon-specific development, configuration, functional acceptance testing, user acceptance testing, and training take place
Service Portal	An online portal provided by Axon where issues identified are entered and triaged
<b>PROJECT &amp; MILESTONES</b>	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the agency if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between agency and Axon to approve completion of project phases
Discovery Phase	Requirements gathering and confirmation occurs during this phase. Confirmed requirements feed the sprint phase, and sprints are designed around what can and cannot be accomplished given time and resource constraints on both Axon and the agency's sides.
Design   Build Phase	Project phase encompassing iterative development through sprints. Integrations and workflows are developed and deployed during this phase. The agency forms are also configured during this phase.



Sprint	A period during the configuration phase of the project (typically 2-3 weeks) where specific pieces of functionality are built, configured, and delivered.
Sprint Review	Signifies the end of the sprint where Axon showcases what was built, configured, and delivered. These items are then deemed ready for functional acceptance testing and user acceptance testing.
Go-Live	End-users are activated, and the agency is actively using the product
Cutover	Successful implementation of interfaces and data conversion
Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this project as listed in the Third-Party Products and Services section
<b>A C C E P T A N C E</b>	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing (FAT)	Testing the functionality of the system as configured for the agency
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with the agency and the agency's vendors
User Acceptance Testing (UAT)	Testing the functionality of the system as configured for the agency from an end-user's perspective

## 2. OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this project:

- ▶ Administration, management, or support of any internal city, county, state, federal, or agency IT network or infrastructure
- ▶ Changes made by the agency or the agency's vendors after the Interface Requirements Documentation has been accepted
- ▶ Third-party products and services costs related to the vendors or agency's side of the integration
- ▶ Changes made by the agency after configuration is complete



## 2. PROFESSIONAL SERVICES

### 2.1 READINESS

- ▶ Axon works in partnership with the agency to determine readiness by conducting functional testing and an end-to-end system review. The Axon program manager and the agency project manager work closely together to plan and execute readiness scenarios.
- ▶ Axon conducts user acceptance testing via use cases approved by Axon and the agency.
- ▶ All issues discovered during and after training are entered into the service portal for triage and follow-up.

### 2.2 CUTOVER

Axon works in partnership with the agency to build, coordinate, and execute a cutover plan to ensure successful implementation of interfaces and data conversion. Some of these cutover events happen in parallel with the system implementation process, and Axon coordinates with the agency to determine the timing requirements for each cutover.

### 2.3 GO-LIVE

Axon works in partnership with the agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.



## 3 INTERFACES

The agency tasks related to interface setup start immediately after project kick-off. It is critical for the agency interface subject-matter experts (SME) and Axon project interface resources to work closely together to scope, set-up, and test all interfaces.

The agency must provide any relevant technical documentation per interface to Axon.

Axon recommends the agency contact all third-party system vendors prior to project kick-off to identify any associated integration costs from vendors.

The agency facilitates any necessary meetings with all third-party system vendors where integration is required.

The agency is responsible for maintaining a partnership with all third-party system vendors, including other state and municipal agencies.

Axon provides any relevant Axon API documentation to the agency.

Axon conducts integration acceptance testing demonstrating the functionality of each integration to the agency.

The agency must notify Axon of any changes to the agency's side of the integration that are beyond Axon's control and may impact the integration.

### 3.1 AGENCY INTERFACES

- 3.1.1 **Records | FileOnQ | Property and Evidence:** Axon will export Property and Evidence data to the FileOnQ Property and Evidence management platform, eliminating the need for duplicate entry into two systems. The data exported may include: property item details (type, brand, manufacturer, serial #, qty, value, color, make, model, barrel, etc), associated persons, locations of collection/recovery, photos, and related offenses/charges. Specific data points, cadence and export triggers, along with method of transfer, will be determined during the Requirements Phase of the project.





## 4 DATA CONVERSION

Axon implements a structured methodology for converting data from the agency's legacy system to the product. The agency is responsible for providing Axon with extracted data in a format that can be used by Axon for import. The preferred method for delivering legacy data to Axon is by using the Microsoft Data Migration Assistant. The next best method is for the agency to send the data in .bacpac file format to Axon. If neither method is available, a direct query through the Microsoft Self Hosted Integration Runtime (SHIRt) can be used.

Axon queries the data to identify completeness, missing values, and other measures of data integrity across records and provides the agency with detailed findings. The agency may or may not elect to process the data further to address completeness or may have Axon move forward with the conversion process. The agency is responsible for ensuring data quality. Axon cannot modify or manipulate the data being converted.

The data and operational expertise of the agency's staff are necessary for questions that arise. Thus, it is critical that a member of the agency's team be available to support the data conversion portion of the project.

This process is considered complete once the last set of data has been converted and available within the product and the agency has confirmed validation of the converted data. Axon does not provide ongoing maintenance of the converted data.

### 4.1 DESCRIPTION OF ROLES AND RESPONSIBILITIES BETWEEN THE AGENCY AND AXON:

The agency should be prepared to:

- ▶ Provide a subject-matter expert (SME) and provide availability for consultation throughout the project.
- ▶ Facilitate meetings with all third-party system vendors where data conversion is necessary, as required by Axon.
- ▶ Extract and provide the data to Axon in an agreed-upon format.
- ▶ Address data quality by the agency prior to provisioning to Axon.
- ▶ Minimize the amount of business logic and file processing prior to conversion where possible.
- ▶ Provide a data dictionary to define all elements of the legacy data.
- ▶ Provide an entity relationship diagram of the legacy database, if available.
- ▶ Collaborate with Axon to map the data from the legacy data structures and formats into the product.
- ▶ Data conversion and data conversion reviews are critical to success. Throughout the data conversion, requirements planning, and review process, the agency project team and Axon data conversion project resource work closely together to ensure success.

### 4.2 AGENCY DATA CONVERSIONS

- 4.2.1 **Central Square – One Solution | Records Data Conversion:** Axon will convert all Incidents, Cases, Supplements, and Physical Property & Evidence from **One Solution** to Axon Records.



The conversion process imports master index records as part of the incidents, supplements, or use of force reports that are being converted into the Axon system.

### **4.3 LEGACY SOFTWARE UPDATES**

During the data conversion process, Axon builds rules to govern the mapping of data from your legacy database into the Axon Records and Axon Standards databases. If your legacy vendor changes your legacy database structure during the data conversion project, the accuracy of the data conversion could be compromised.



## 5 THIRD-PARTY PRODUCTS AND SERVICES

To deliver a complete solution to the agency, Axon employs third-party products and services providers.

Axon is responsible for the management of third parties identified below for the purposes of this project. All communications between those third parties, the agency, and Axon is managed by Axon including any supporting requirements, integration acceptance testing, functional acceptance testing, or the processing of PCO or MCR documentation.

The following third-party products and services are included within the scope of this SOW:

### 5.1 MICROSOFT SELF HOSTED INTEGRATION RUNTIME (“SHIRT”)

- ▶ If this software was already installed during the initial Axon Records project, it does not need to be installed again, though it may need to be pointed at additional databases.
- ▶ Included within this project is software that allows integrations within the agency's local environment to communicate with Axon's cloud hosted environment.
- ▶ The agency agrees to provide a CJIS server and operating environment for hosting the Self Hosted Integration Runtime. The minimum technical requirements are:
  - ▶ Windows 8.1, 10, 11 or Server 2012, 2012 R2, 2016, 2019, 2022
  - ▶ 64-bit Operating System with .NET Framework 4.7.2 or above
  - ▶ 2 GHz, 4 core CPU, 8 GB Memory and 80 GB disk
  - ▶ A virtual machine installed on a CJIS server will also suffice. It does not need to be a standalone, dedicated CJIS server.



## 6 GO-LIVE CONTINGENCY

At the agency's discretion, they may elect to go-live before all project deliverables are complete. Upon completion of all project deliverables, exclusive of the deliverables identified below, the Final Acceptance MCR will be submitted to the agency for review and signature. Upon acceptance of the Final MCR, the agency will be invoiced for full payment as quoted. This does not relieve Axon from completing the applicable deliverables, and Axon will continue supporting the agency with the completion of these deliverables as the availability of functionality allows.

1. Integrations
2. Data Conversions



## 7 PROJECT MANAGEMENT

### 7.1 MANAGEMENT RESOURCES

#### 7.1.1 Axon Team

- ▶ **Executive Sponsor:** An Axon executive overseeing the implementation process and communicating progress to Axon Leadership.
- ▶ **Program Manager:** The dedicated point of contact and person responsible for successful deployment.
- ▶ **Business Analyst:** One of the main executors of the agency's and PM's deployment plan. Holds responsibility for ensuring the project accounts for all specific data elements, and that internal systems are set up and maintained throughout deployment.
- ▶ **Solution Architect:** the technical lead on the project. Holds responsibility for the development and execution of technical initiatives affecting other teams.
- ▶ **Customer Success Manager:** Holds responsibility for post-implementation and ongoing support.
- ▶ **Training Specialist:** Provides training to the agency on the applications being deployed.

#### 7.1.2 Agency Team

- ▶ **Executive Sponsor:** This role is a career police department leadership role with deep understanding of the agency. Business sponsor responsible for the success of the project.
- ▶ **Project Manager:** This role requires experience managing enterprise cloud-based software project delivery experience and strong foundational technical experience.
- ▶ **Integrations Manager:** This role requires strong foundational experience in technology solutions and application integration. This role also requires fluency in all agency project-relevant data sources, application integrations, and existing custom-developed applications, queries, and reports.
- ▶ **IT Administrator:** This role requires strong foundational experience in systems administration and network management, fluency in all agency network-related processes, sequence and timing of recurring process jobs, reconciliation, etc. This role also requires fluency in the overlap, vulnerabilities, and disaster recovery protocols associated with agency IT infrastructure.
- ▶ **Records Supervisor:** This role provides strong foundational experience in records management, agency policies, compliance activity, and standard operating procedures. This role also provides fluency in all processes associated with close activity, special processes, and queries to manage bulk actions, as well as a detailed understanding of data elements that support special compliance obligations.
- ▶ **Patrol Lead:** This role requires strong foundational experience in field policies related to data collection, records initiation, and categorization of the numerous forms of citizen interaction. This role also requires fluency in the policies associated with records creation, supplements, amendments,



checkpoints, routing, case management, and determination of records outcomes.

- ▶ **Reporting Analyst/Lead:** This role requires strong foundational experience in ad-hoc, daily, weekly, and monthly reporting policies and compliance across local, state, and federal entities. This role also requires fluency in all agency reporting processes, including queries, scripts, and custom applications utilized for all bulk processing to support reporting requirements.

## 7.2 REQUIREMENTS PLANNING

All project requirements are documented during the kick-off and discovery phases of the project.

Once the agency and Axon agree on all requirements, Axon's project manager works with the agency's project manager to develop a project plan for Axon's implementation.

## 7.3 CHANGE CONTROL

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the agency and Axon. All PCO forms must be approved and signed by the agency authority ([Attachment B](#)).

The agency acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.

## 7.4 PROJECT METHODOLOGY

Axon utilizes a hybrid approach to project management, utilizing aspects of both Agile and Waterfall methodologies. We use Waterfall for the overall project, with respect to major milestones. We utilize Agile during the configuration and build phases of the project.

## 7.5 MILESTONE COMPLETION REPORT (MCR)

Axon will submit an MCR to the agency for approval upon completion of a milestone. Milestone Completion Report included ([Attachment A](#)).

Upon receiving an MCR, the agency has 7 calendar days to approve the milestone completion. If the agency reasonably believes Axon did not complete the milestone in substantial conformance with this SoW, the agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the MCR. Axon will address the issues and re-present the MCR for signature. If Axon does not receive the signed MCR or written notification of reasons for rejection within seven (7) calendar days of delivery of the MCR, Axon will deem the agency to have accepted the milestone.



## 8 AGENCY COMMITMENTS

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays, or major events that may impact the project.
- ▶ Ensure agency desktop, mobile systems, and devices can access the product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- ▶ Provide Axon with remote access to the agency's Axon Evidence account when required.
- ▶ Provide Axon with all CJIS background check requirements at project initiation.



## 9 SUPPORT

- ▶ The support structure detailed in the initial SOW does not change with the addition of or agreement to this SOW.
- ▶ Axon provides ongoing support for active interfaces and NIBRS troubleshooting.
- ▶ Axon provides updates and enhancements to the product, which the agency automatically receives. Some features require the agency to notify support, so please review our monthly release notes.
- ▶ Axon provides the agency's end users with access to the [help.axon.com](http://help.axon.com) support portal for self-service support.
- ▶ Following final acceptance, the agency utilizes Axon support via [my.axon.com](http://my.axon.com) and the support portal for any further modifications to the product.
- ▶ For urgent technical support assistance, the agency may contact a technical support representative at 800-978-2737. Phone support is available 24/7.





# 10 TERMS AND CONDITIONS

This SOW is governed by the master services and purchasing agreement executed by the parties:

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Agency Name: _____



## ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and New Port Richey PD:

- Integrations
- Data conversions
- Go-Live
- Final acceptance

Date services were completed on: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Agency Name: \_\_\_\_\_

SAMPLE



# ATTACHMENT B – PROJECT CHANGE ORDER

Date:	
Description of change to Axon product or service:	
Justification for change:	
Effects on schedule:	
Effect on project pricing (attach quote for reduction or increase in costs):	
<b>AXON ENTERPRISE, INC.</b>	<b>AGENCY</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Agency Name: _____



# 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:** 11/19/2024

**RE:** Approval of Axon Enterprises Quote for Records Management Data Conversion

**REQUEST:**

The request is for the City Council to approve Axon Enterprises’ quote and statement of work for data conversion from our current Records Management System to our new Records Management System with Axon Enterprises. This quote is a part of the CAD/RMS project, and Axon Enterprises is the only contracted vendor with the Pasco County Sheriff’s Office that provides this service for the project. The City Council approved a five-year contract with Axon Enterprises on 9/28/23 to become a part of the countywide CAD/RMS system. The funding for this service is in the approved F.Y. 2025 police budget.

**DISCUSSION:**

The quote from Axon Enterprises for data conversion involves the complex process of transferring all our current data/information from the police department’s current Records Management System to the new Records Management System with Axon Enterprises. This process involves transferring years and years of critical case information, police reports, dispatch CAD entries, and a plethora of police data which is essential for operation purposes.

The new Axon Records Management System for our police department is a significant upgrade from the current Records Management System. Moreover, we will be sharing data with the Sheriff’s Department and other municipal agencies in Pasco County, which will greatly enhance the operational efficiencies of our department, and the other agencies integrated into this system.

The quote to complete the data transfer (as described above) is \$60,000.00 dollars and the statement of work outlines the project.

City Attorney Tim Driscoll has reviewed the quote and Statement of Work provided by Axon Enterprises and approved it as to form.

**RECOMMENDATION:**

Approve Axon Enterprises’ quote and statement of work for Records Management System data conversion.

**BUDGET/FISCAL IMPACT:**

Account Number 001061-46418 – Software – F.Y. 2024/2025 police budget

**ATTACHMENTS:**

Description	Type
☐ Axon Quote - Police Data Conversion	Backup Material
☐ Axon Statement of Work	Backup Material

**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737



Q-529912-45589.725JL

Issued: 10/24/2024

Quote Expiration: 11/30/2024

Estimated Contract Start Date: 01/01/2026

Account Number: 112568

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
New Port Richey Police Dept.- FL 6739 Adams St New Port Richey, FL 34652-1905 USA	New Port Richey Police Dept.- FL 6739 Adams St New Port Richey FL 34652-1905 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Griffin McKean Phone: Email: gmcckean@axon.com Fax:	Joseph Pascalli Phone: 7272328932 Email: pascallij@cityofnewportrichey.org Fax: (727) 816-1132

**Quote Summary**

Program Length	45 Months
<b>TOTAL COST</b>	\$60,000.00
<b>ESTIMATED TOTAL W/ TAX</b>	\$60,000.00

**Discount Summary**

Average Savings Per Year	(\$15,920.00)
<b>TOTAL SAVINGS</b>	(\$59,700.00)

**Payment Summary**

Date	Subtotal	Tax	Total
Dec 2025	\$60,000.00	\$0.00	\$60,000.00
<b>Total</b>	<b>\$60,000.00</b>	<b>\$0.00</b>	<b>\$60,000.00</b>

Quote Unbundled Price: \$300.00  
 Quote List Price: \$300.00  
 Quote Subtotal: \$60,000.00

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>A la Carte Services</b>									
85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1			\$300.00	\$60,000.00	\$60,000.00	\$0.00	\$60,000.00
<b>Total</b>						<b>\$60,000.00</b>	<b>\$60,000.00</b>	<b>\$0.00</b>	<b>\$60,000.00</b>

**Delivery Schedule**

**Services**

Bundle	Item	Description	QTY
A la Carte	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1

**Shipping Locations**

<b>Location Number</b>	<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Country</b>
	6739 Adams St	New Port Richey	FL	34652-1905	USA

**Payment Details**

<b>Dec 2025</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
One-time	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$60,000.00	\$0.00	\$60,000.00
<b>Total</b>				<b>\$60,000.00</b>	<b>\$0.00</b>	<b>\$60,000.00</b>



***Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.***

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions .

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

Signature

10/24/2024

Date Signed



AXON

STATEMENT OF WORK  
FOR NEW PORT RICHEY  
PD

---

**Submitted By:**

**Axon Enterprise, Inc. (Axon)**

**17800 North 85<sup>th</sup> Street**

**Scottsdale, AZ 85255**



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# 1. PROJECT OVERVIEW

This document serves as an overview of the additional Integration and Data Conversion requested for Axon Records

## 1. DEFINITIONS

TERM	DEFINITION
<b>PARTIES</b>	
Agency	New Port Richey PD who is identified within this SOW
End-Users	Specific agency groups using the system
Professional Services	The services that Axon provides within the scope of this SOW
<b>SYSTEMS</b>	
Axon Systems	Software solutions and agency-specific interfaces developed by Axon
CJIS	The Federal Bureau of Investigation's criminal justice information system
MDC	Mobile data computer – a device associated within a vehicle or other mobile unit
NIBRS	National Incident-Based Reporting System
DataStore	The database Axon provides allowing the agency to query data
Product	The software solution being implemented as part of this SOW
Production Environment	The operational environment where the product is accessed
Training Environment	The pre-production environment where all Axon-specific development, configuration, functional acceptance testing, user acceptance testing, and training take place
Service Portal	An online portal provided by Axon where issues identified are entered and triaged
<b>PROJECT &amp; MILESTONES</b>	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the agency if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between agency and Axon to approve completion of project phases
Discovery Phase	Requirements gathering and confirmation occurs during this phase. Confirmed requirements feed the sprint phase, and sprints are designed around what can and cannot be accomplished given time and resource constraints on both Axon and the agency's sides.
Design   Build Phase	Project phase encompassing iterative development through sprints. Integrations and workflows are developed and deployed during this phase. The agency forms are also configured during this phase.



Sprint	A period during the configuration phase of the project (typically 2-3 weeks) where specific pieces of functionality are built, configured, and delivered.
Sprint Review	Signifies the end of the sprint where Axon showcases what was built, configured, and delivered. These items are then deemed ready for functional acceptance testing and user acceptance testing.
Go-Live	End-users are activated, and the agency is actively using the product
Cutover	Successful implementation of interfaces and data conversion
Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this project as listed in the Third-Party Products and Services section
<b>A C C E P T A N C E</b>	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing (FAT)	Testing the functionality of the system as configured for the agency
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with the agency and the agency's vendors
User Acceptance Testing (UAT)	Testing the functionality of the system as configured for the agency from an end-user's perspective

## 2. OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this project:

- ▶ Administration, management, or support of any internal city, county, state, federal, or agency IT network or infrastructure
- ▶ Changes made by the agency or the agency's vendors after the Interface Requirements Documentation has been accepted
- ▶ Third-party products and services costs related to the vendors or agency's side of the integration
- ▶ Changes made by the agency after configuration is complete



## 2. PROFESSIONAL SERVICES

### 2.1 READINESS

- ▶ Axon works in partnership with the agency to determine readiness by conducting functional testing and an end-to-end system review. The Axon program manager and the agency project manager work closely together to plan and execute readiness scenarios.
- ▶ Axon conducts user acceptance testing via use cases approved by Axon and the agency.
- ▶ All issues discovered during and after training are entered into the service portal for triage and follow-up.

### 2.2 CUTOVER

Axon works in partnership with the agency to build, coordinate, and execute a cutover plan to ensure successful implementation of interfaces and data conversion. Some of these cutover events happen in parallel with the system implementation process, and Axon coordinates with the agency to determine the timing requirements for each cutover.

### 2.3 GO-LIVE

Axon works in partnership with the agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.



## 3 INTERFACES

The agency tasks related to interface setup start immediately after project kick-off. It is critical for the agency interface subject-matter experts (SME) and Axon project interface resources to work closely together to scope, set-up, and test all interfaces.

The agency must provide any relevant technical documentation per interface to Axon.

Axon recommends the agency contact all third-party system vendors prior to project kick-off to identify any associated integration costs from vendors.

The agency facilitates any necessary meetings with all third-party system vendors where integration is required.

The agency is responsible for maintaining a partnership with all third-party system vendors, including other state and municipal agencies.

Axon provides any relevant Axon API documentation to the agency.

Axon conducts integration acceptance testing demonstrating the functionality of each integration to the agency.

The agency must notify Axon of any changes to the agency's side of the integration that are beyond Axon's control and may impact the integration.

### 3.1 AGENCY INTERFACES

- 3.1.1 **Records | FileOnQ | Property and Evidence:** Axon will export Property and Evidence data to the FileOnQ Property and Evidence management platform, eliminating the need for duplicate entry into two systems. The data exported may include: property item details (type, brand, manufacturer, serial #, qty, value, color, make, model, barrel, etc), associated persons, locations of collection/recovery, photos, and related offenses/charges. Specific data points, cadence and export triggers, along with method of transfer, will be determined during the Requirements Phase of the project.





## 4 DATA CONVERSION

Axon implements a structured methodology for converting data from the agency's legacy system to the product. The agency is responsible for providing Axon with extracted data in a format that can be used by Axon for import. The preferred method for delivering legacy data to Axon is by using the Microsoft Data Migration Assistant. The next best method is for the agency to send the data in .bacpac file format to Axon. If neither method is available, a direct query through the Microsoft Self Hosted Integration Runtime (SHIRt) can be used.

Axon queries the data to identify completeness, missing values, and other measures of data integrity across records and provides the agency with detailed findings. The agency may or may not elect to process the data further to address completeness or may have Axon move forward with the conversion process. The agency is responsible for ensuring data quality. Axon cannot modify or manipulate the data being converted.

The data and operational expertise of the agency's staff are necessary for questions that arise. Thus, it is critical that a member of the agency's team be available to support the data conversion portion of the project.

This process is considered complete once the last set of data has been converted and available within the product and the agency has confirmed validation of the converted data. Axon does not provide ongoing maintenance of the converted data.

### 4.1 DESCRIPTION OF ROLES AND RESPONSIBILITIES BETWEEN THE AGENCY AND AXON:

The agency should be prepared to:

- ▶ Provide a subject-matter expert (SME) and provide availability for consultation throughout the project.
- ▶ Facilitate meetings with all third-party system vendors where data conversion is necessary, as required by Axon.
- ▶ Extract and provide the data to Axon in an agreed-upon format.
- ▶ Address data quality by the agency prior to provisioning to Axon.
- ▶ Minimize the amount of business logic and file processing prior to conversion where possible.
- ▶ Provide a data dictionary to define all elements of the legacy data.
- ▶ Provide an entity relationship diagram of the legacy database, if available.
- ▶ Collaborate with Axon to map the data from the legacy data structures and formats into the product.
- ▶ Data conversion and data conversion reviews are critical to success. Throughout the data conversion, requirements planning, and review process, the agency project team and Axon data conversion project resource work closely together to ensure success.

### 4.2 AGENCY DATA CONVERSIONS

- 4.2.1 **Central Square – One Solution | Records Data Conversion:** Axon will convert all Incidents, Cases, Supplements, and Physical Property & Evidence from **One Solution** to Axon Records.



The conversion process imports master index records as part of the incidents, supplements, or use of force reports that are being converted into the Axon system.

### **4.3 LEGACY SOFTWARE UPDATES**

During the data conversion process, Axon builds rules to govern the mapping of data from your legacy database into the Axon Records and Axon Standards databases. If your legacy vendor changes your legacy database structure during the data conversion project, the accuracy of the data conversion could be compromised.



## 5 THIRD-PARTY PRODUCTS AND SERVICES

To deliver a complete solution to the agency, Axon employs third-party products and services providers.

Axon is responsible for the management of third parties identified below for the purposes of this project. All communications between those third parties, the agency, and Axon is managed by Axon including any supporting requirements, integration acceptance testing, functional acceptance testing, or the processing of PCO or MCR documentation.

The following third-party products and services are included within the scope of this SOW:

### 5.1 MICROSOFT SELF HOSTED INTEGRATION RUNTIME (“SHIRT”)

- ▶ If this software was already installed during the initial Axon Records project, it does not need to be installed again, though it may need to be pointed at additional databases.
- ▶ Included within this project is software that allows integrations within the agency's local environment to communicate with Axon's cloud hosted environment.
- ▶ The agency agrees to provide a CJIS server and operating environment for hosting the Self Hosted Integration Runtime. The minimum technical requirements are:
  - ▶ Windows 8.1, 10, 11 or Server 2012, 2012 R2, 2016, 2019, 2022
  - ▶ 64-bit Operating System with .NET Framework 4.7.2 or above
  - ▶ 2 GHz, 4 core CPU, 8 GB Memory and 80 GB disk
  - ▶ A virtual machine installed on a CJIS server will also suffice. It does not need to be a standalone, dedicated CJIS server.



## 6 GO-LIVE CONTINGENCY

At the agency's discretion, they may elect to go-live before all project deliverables are complete. Upon completion of all project deliverables, exclusive of the deliverables identified below, the Final Acceptance MCR will be submitted to the agency for review and signature. Upon acceptance of the Final MCR, the agency will be invoiced for full payment as quoted. This does not relieve Axon from completing the applicable deliverables, and Axon will continue supporting the agency with the completion of these deliverables as the availability of functionality allows.

1. Integrations
2. Data Conversions



## 7 PROJECT MANAGEMENT

### 7.1 MANAGEMENT RESOURCES

#### 7.1.1 Axon Team

- ▶ **Executive Sponsor:** An Axon executive overseeing the implementation process and communicating progress to Axon Leadership.
- ▶ **Program Manager:** The dedicated point of contact and person responsible for successful deployment.
- ▶ **Business Analyst:** One of the main executors of the agency's and PM's deployment plan. Holds responsibility for ensuring the project accounts for all specific data elements, and that internal systems are set up and maintained throughout deployment.
- ▶ **Solution Architect:** the technical lead on the project. Holds responsibility for the development and execution of technical initiatives affecting other teams.
- ▶ **Customer Success Manager:** Holds responsibility for post-implementation and ongoing support.
- ▶ **Training Specialist:** Provides training to the agency on the applications being deployed.

#### 7.1.2 Agency Team

- ▶ **Executive Sponsor:** This role is a career police department leadership role with deep understanding of the agency. Business sponsor responsible for the success of the project.
- ▶ **Project Manager:** This role requires experience managing enterprise cloud-based software project delivery experience and strong foundational technical experience.
- ▶ **Integrations Manager:** This role requires strong foundational experience in technology solutions and application integration. This role also requires fluency in all agency project-relevant data sources, application integrations, and existing custom-developed applications, queries, and reports.
- ▶ **IT Administrator:** This role requires strong foundational experience in systems administration and network management, fluency in all agency network-related processes, sequence and timing of recurring process jobs, reconciliation, etc. This role also requires fluency in the overlap, vulnerabilities, and disaster recovery protocols associated with agency IT infrastructure.
- ▶ **Records Supervisor:** This role provides strong foundational experience in records management, agency policies, compliance activity, and standard operating procedures. This role also provides fluency in all processes associated with close activity, special processes, and queries to manage bulk actions, as well as a detailed understanding of data elements that support special compliance obligations.
- ▶ **Patrol Lead:** This role requires strong foundational experience in field policies related to data collection, records initiation, and categorization of the numerous forms of citizen interaction. This role also requires fluency in the policies associated with records creation, supplements, amendments,



checkpoints, routing, case management, and determination of records outcomes.

- ▶ **Reporting Analyst/Lead:** This role requires strong foundational experience in ad-hoc, daily, weekly, and monthly reporting policies and compliance across local, state, and federal entities. This role also requires fluency in all agency reporting processes, including queries, scripts, and custom applications utilized for all bulk processing to support reporting requirements.

## 7.2 REQUIREMENTS PLANNING

All project requirements are documented during the kick-off and discovery phases of the project.

Once the agency and Axon agree on all requirements, Axon's project manager works with the agency's project manager to develop a project plan for Axon's implementation.

## 7.3 CHANGE CONTROL

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the agency and Axon. All PCO forms must be approved and signed by the agency authority ([Attachment B](#)).

The agency acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.

## 7.4 PROJECT METHODOLOGY

Axon utilizes a hybrid approach to project management, utilizing aspects of both Agile and Waterfall methodologies. We use Waterfall for the overall project, with respect to major milestones. We utilize Agile during the configuration and build phases of the project.

## 7.5 MILESTONE COMPLETION REPORT (MCR)

Axon will submit an MCR to the agency for approval upon completion of a milestone. Milestone Completion Report included ([Attachment A](#)).

Upon receiving an MCR, the agency has 7 calendar days to approve the milestone completion. If the agency reasonably believes Axon did not complete the milestone in substantial conformance with this SoW, the agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the MCR. Axon will address the issues and re-present the MCR for signature. If Axon does not receive the signed MCR or written notification of reasons for rejection within seven (7) calendar days of delivery of the MCR, Axon will deem the agency to have accepted the milestone.



## 8 AGENCY COMMITMENTS

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays, or major events that may impact the project.
- ▶ Ensure agency desktop, mobile systems, and devices can access the product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- ▶ Provide Axon with remote access to the agency's Axon Evidence account when required.
- ▶ Provide Axon with all CJIS background check requirements at project initiation.



## 9 SUPPORT

- ▶ The support structure detailed in the initial SOW does not change with the addition of or agreement to this SOW.
- ▶ Axon provides ongoing support for active interfaces and NIBRS troubleshooting.
- ▶ Axon provides updates and enhancements to the product, which the agency automatically receives. Some features require the agency to notify support, so please review our monthly release notes.
- ▶ Axon provides the agency's end users with access to the help.axon.com support portal for self-service support.
- ▶ Following final acceptance, the agency utilizes Axon support via my.axon.com and the support portal for any further modifications to the product.
- ▶ For urgent technical support assistance, the agency may contact a technical support representative at 800-978-2737. Phone support is available 24/7.





# 10 TERMS AND CONDITIONS

This SOW is governed by the master services and purchasing agreement executed by the parties:

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Agency Name: _____



## ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and New Port Richey PD:

- Integrations
- Data conversions
- Go-Live
- Final acceptance

Date services were completed on: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Agency Name: \_\_\_\_\_

SAMPLE



# ATTACHMENT B – PROJECT CHANGE ORDER

Date:	
Description of change to Axon product or service:	
Justification for change:	
Effects on schedule:	
Effect on project pricing (attach quote for reduction or increase in costs):	
<b>AXON ENTERPRISE, INC.</b>	<b>AGENCY</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Agency Name: _____



# 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:** 11/19/2024  
**RE:** Approval of Division of State Fire Marshal Grant Agreement

**REQUEST:**

The request from staff for City Council is to review and consider for approval the attached Division of State Fire Marshal Grant Agreement between the City and Florida Department of Financial Services. This grant agreement allocates State funding in the amount not to exceed \$1,120,000.00 to the city to be utilized in the construction of Fire Station No. 2.

**DISCUSSION:**

As City Council is aware, this project includes the construction and relocation of the City’s Fire Station No. 2 located at 6121 High St. The new site consists of a 1.19-acre parcel located on Grand Boulevard just north of Marine Parkway and south of High St. The construction project involves site preparation and the construction of a 7,876 SF single-story fire station. The station includes two (2) drive-thru bays, office space, a day room, training and exercise rooms, a bunker gear storage room, a commercial-grade kitchen, dorm style bedrooms to accommodate up to six (6) personnel, an OSHA certified decontamination room, and an outdoor private patio.

As City Council may recall, on July 1, 2024 the City received a notice of grant award for the construction of Fire Station No. 2 project through the Division of State Fire Marshal Florida Department of Financial Services. The performance period began on July 1, 2024 and ends subsequent to the completion of all deliverables included in the agreement. Funds can be access during the project and no renewals or extension of the agreement are permitted. Finally, the project must be completed in a timely manner or terminates five (5) years subsequent to the execution of agreement signatures.

**RECOMMENDATION:**

Approval of the agreement is recommended.

**BUDGET/FISCAL IMPACT:**

There is no budget impact at this time.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Notice of Grant Award	Backup Material
<input type="checkbox"/> Agreement	Backup Material



DIVISION OF  
**STATE FIRE MARSHAL**  
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



July 1, 2024

SENT VIA ELECTRONIC MAIL ONLY

City of New Port Richey  
fieldsm@cityofnewportrichey.org

**Re: Notice of Grant Award for New Port Richey Fire Station #2 Construction Project**

City of New Port Richey:

My name is JoAnne E. Rice, Director of the Division of State Fire Marshal within the Department of Financial Services. On behalf of the Division of State Fire Marshal, it is my privilege to inform you that the 2024 Florida Legislature appropriated funds to support the requested project.

This correspondence serves as the notice of the grant award in the amount of \$1,120,000.00. These grant award funds may be available for distribution to you as early as July 1, 2024, once the appropriate requirements are met.

First, you must complete and email the included Confirmation Form to [SFMGrant@MyFloridaCFO.com](mailto:SFMGrant@MyFloridaCFO.com). Once the Division receives the completed form, an assigned contract manager will schedule an initial meeting with the Contract Manger listed in the Confirmation Form to discuss the scope of the project and next steps. The assigned contract manager will be the main point of contact for all matters relating to this notice of grant award, the grant award funds agreement, and the reimbursement of funds.

Congratulations, I look forward to working with City of New Port Richey on this important project.

Sincerely,

JoAnne E. Rice, Director  
Division of State Fire Marshal

LT/ct

---

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JoAnne E. Rice • Director

Division of State Fire Marshal

200 E. Gaines St. • Tallahassee, FL 32399-0340 • Tel. 850-413-3610 • Fax 850-922-1235

Email • [joanne.rice@myfloridacfo.com](mailto:joanne.rice@myfloridacfo.com)



DIVISION OF  
**STATE FIRE MARSHAL**  
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



### CONFIRMATION FORM

#### Contact Information

<b>Grantee:</b>	City of New Port Richey <i>(Please confirm that this matches the name registered with the Department of State)</i>
<b>Federal ID #:</b>	59-6000386
<b>Mailing Address:</b>	5919 Main St.
<b>City, State, Zip:</b>	New Port Richey, FL 34652
<b>Physical Address:</b>	Same as Mailing
<b>City, State, Zip:</b>	

#### Financial Administrator

<b>Name:</b>	Crystal Dunn
<b>Title:</b>	Finance Director
<b>Phone:</b>	727-853-1054
<b>Email:</b>	dunnc@cityofnewportrichey.org

#### Contract Manager

<b>Name:</b>	Robert Rivera
<b>Title:</b>	Public Works Director
<b>Phone:</b>	727-841-4556
<b>Email:</b>	riverar@cityofnewportrichey.org

All documents will be sent for signature via DocuSign.  
 If different than the Contract Manager, please list the designated signatory:

<b>Name:</b>	Debbie Manns
<b>Title:</b>	City Manager
<b>Phone:</b>	727-853-1021
<b>Email:</b>	mannsd@cityofnewportrichey.org

**GRANT AGREEMENT  
BETWEEN  
STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
AND  
CITY OF NEW PORT RICHEY**

**THIS GRANT AGREEMENT** (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and City of New Port Richey (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

**WHEREAS**, the Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to a specific appropriation of the General Appropriations Act, to grant funds to the Grantee; and

**WHEREAS**, the Grantee represents that it is fully qualified and eligible to receive these grant funds to perform the tasks identified herein in accordance with the terms and conditions hereinafter set forth.

**NOW THEREFORE**, the Department and the Grantee do mutually agree as follows:

**A. Tasks and Performance Requirements:**

In accordance with Line 2496A of the General Appropriations Act for the 2024-2025 State fiscal year, the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein.

The funds shall be utilized to construct Fire Station #2, and the performance requirements are specifically described in Attachment 1, Scope of Work (herein referred to as the “SOW”).

**B. Incorporation of Laws, Rules, Regulations, and Policies:**

The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.

**C. Performance Period:**

The performance period for this Agreement begins on July 1, 2024, and ends after completion of all deliverables, upon depletion of funding, or upon termination of funding, whichever occurs first, unless terminated earlier in accordance with the terms of this Agreement (Performance Period). No renewals or extensions of the Agreement are permitted.

**D. Funding Requirements of Section 215.971(1), Florida Statutes (F.S.):**

1. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Performance Period.
2. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
3. The Grantee shall refund to the Department all funds received in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of this Agreement.

**E. Agreement Payment and Funding Considerations:**

1. Compensation. This is a cost reimbursement agreement. This Agreement shall not exceed \$1,120,000.00, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. The State's and the Department's performance and obligation to pay under this Agreement after the State fiscal year referenced in Section A, above, is contingent upon the fixed capital outlay funding remaining available for use by the Grantee for the purpose specified herein.
2. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <https://www.myfloridacfo.com/division/aa/vendors>.
3. Grantee Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be reached at (850) 413-5516.
4. Taxes. The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
5. Expenditures. All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the State of Florida Reference Guide for State Expenditures, which can be obtained at: [reference-guide-for-state-expenditures.pdf \(myfloridacfo.com\)](#). The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.
6. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the SOW and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
7. Interim Payments. Payments will be made to the Grantee only after the Department's acceptance of the deliverable(s) per the deliverable payment points identified in the SOW; however, if the Department determines that circumstances warrant, the Department may accept partial performance and make partial payment for the partial performance.
8. Advance Payments. If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.



9. Final Invoice. The Grantee shall submit its final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

**F. Governing Laws of the State of Florida:**

1. Governing Law. The Grantee agrees that this Agreement is entered into in the state of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section V., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be in the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
2. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
  - a. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
  - b. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee.

For purposes of subsection b. above, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance.

3. Advertising. Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of the Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
4. Sponsorship. As required by section 286.25, F.S., if the Grantee is a nongovernmental organization that sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.
5. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

6. Records Retention. The Grantee shall retain all records made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Performance Period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.
7. MyFloridaMarketPlace. Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

#### **G. Return or Recoupment of Funds:**

1. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall return said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Financial Services."
2. Notwithstanding the damages limitations of Section X., Limitation of Liability, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

#### **H. Audits and Records:**

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

4. The Grantee shall retain all of its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

**I. Employment Eligibility Verification: N/A**

**J. Non-Discrimination:**

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

**K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:**

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Performance Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Performance Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
  - a. might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
  - b. involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Agreement Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Agreement Manager all reasonable assurances requested by the Department to demonstrate that:
  - a. the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and

- b. the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

**L. Assignments, Subgrants, and Contracts:**

1. Unless otherwise specified in the SOW or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
4. The Grantee agrees to make payments to any subrecipient or contractor within seven (7) working days after receipt of full or partial payments from the Department, unless otherwise stated in the agreement between the Grantee and the subrecipient or contractor. The Grantee's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Grantee and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due (see section 287.0585, F.S.).

**M. Nonexpendable Property:**

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which, at a minimum, must include the following: property tag identification number; description of the item(s); if a group of

items, the number and description of the components; physical location; name, make, or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

3. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
5. The Grantee shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget (see SOW).

#### **N. Requirements Applicable to the Purchase of, or Improvements to, Real Property:**

If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (see section 287.05805, F.S.).

#### **O. Insurance:**

The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

Upon execution of this Agreement, the Grantee shall provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Department proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee.

**P. Intellectual Property Rights:**

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

**Q. Independent Contractor Status:**

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to nor shall be deemed to constitute a partnership or joint venture between the Parties.

1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Performance Period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**R. Electronic Funds Transfer:**

**The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>.**

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

**S. Entire Agreement:**

The following documents are attached and incorporated into this Agreement, are considered an integral part of the Agreement, and embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

- a. Attachment 1, Scope of Work;
- b. Pages 1 through 14 of this Agreement;
- c. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
- d. Attachment 3, Index of Applicable Laws and Regulations;
- e. Addendum A, Public Records Requirements (all references in this addendum to “Contractor” shall be read to say “Grantee,” and all references to “Contract” shall be read to say “Agreement”);
- f. Appendix 1, Grantee’s Contract with its Contractor for Construction Work, and any appendices incorporated after execution;
- g. Attachment 4, Status Update Request Form; and
- h. Attachment 5, Reimbursement Request Letter.

**T. Time is of the Essence:**

Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and comply with all other deadlines necessary to perform the Agreement, which include, but are not limited to, attendance of meetings or submittal of reports.

**U. Termination:**

1. Termination Due to the Lack of Funds.

If funds become unavailable for the Agreement’s purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

2. Termination for Cause.

The Department may terminate the Agreement if the Grantee fails to:

- a. satisfactorily complete the deliverables within the time specified in the Agreement;
- b. maintain adequate progress, thus endangering performance of the Agreement;
- c. honor any term of the Agreement; or
- d. abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department’s rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

Upon termination, the Department may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under:

- a. this Agreement; or
  - b. applicable program laws, rules, and regulations governing the use of funds under this Agreement.
3. Termination for Convenience.  
The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product after it receives the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
4. Grantee's Responsibilities upon Termination.  
If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
- a. Stop work under this Agreement on the date and to the extent specified in the notice.
  - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
  - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
  - d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

## **V. Dispute Resolution:**

Unless otherwise stated in the SOW, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

## **W. Indemnification:**

1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product



is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such a suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department will not be liable for any royalties.

3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee:
  - a. written notice of any action or threatened action;
  - b. the opportunity to take over and settle or defend any such action at the Grantee's sole expense; and
  - c. assistance in defending the action at the Grantee's sole expense.

The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

#### **X. Limitation of Liability:**

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

#### **Y. Force Majeure and Notice of Delay from Force Majeure:**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement. In the case of any delay the Grantee believes is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this Section is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will

not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

**Z. Mandatory Disclosure Requirements:**

1. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
2. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”
3. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”
4. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
5. Department Inspection of Records. Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.
6. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under

[section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

**AA. Severability:**

If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

**BB. Survival:**

Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

**CC. Execution in Counterparts:**

This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

**DD. Contact Information for Grantee and Department Contacts:**

**Grantee’s Payee:**

**Grantee’s Agreement Manager:**

Crystal Dunn, c/o City of New Port Richey	Robert Rivera, Public Works Director
5919 Main Street	5919 Main Street
New Port Richey, Florida 34652	New Port Richey, Florida 34652
Telephone: (727) 853-1054	Telephone: (727) 841-4556
Fax: N/A	Fax: N/A
Email: dunnc@cityofnewportrichey.org	Email: riverar@cityofnewportrichey.org

**Department’s Agreement Manager:**

Lauren Tingle
200 E. Gaines Street
Tallahassee, Florida 32399
Telephone: (850) 413-3641
Fax: N/A
Email: Lauren.Tingle@MyFloridaCFO.com

In the event that any of the information provided in this Section changes after the execution of this Agreement, the Party making such change shall provide written notice to the other Party of such change. Such changes do not require a formal amendment to the Agreement.

**EE. Notices:**

The contact information provided in the immediately preceding Section shall be used by the Parties for all communications under this Agreement. Where the terms “written notice” or notice “in writing” are used to specify a notice requirement herein, said notice will be deemed to have been given:

1. when personally delivered;
2. when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid);
3. the day following the day (except if not a business day, then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or
4. on the date actually received or the date of the certification of receipt.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

City of New Port Richey

Florida Department of Financial Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment 1**  
**SCOPE OF WORK (SOW)**

- 1. Project Description.** Line 2496A of the General Appropriations Act for the 2024-2025 State fiscal year provides for the appropriation of \$1,120,000.00 to the Grantee for the construction of Fire Station #2, hereinafter referred to as the Project, to serve the needs of the local community.

Funding under this Agreement will be used to construct Fire Station #2 at 5220 Grand Blvd in New Port Richey, Florida 33552. The construction will comply with the requirements of the contracts the Grantee has entered with its contractor, which is attached hereto as Appendix 1 and incorporated by reference herein. The finished Project will consist of a 7,876 sq.ft. station with two (2) vehicle bays, along with various offices, living spaces, and utility rooms. Construction of the project is currently estimated to be \$4,290,074.00, with \$3,170,074.00 in local funds contributing to the construction of the Project.

- 2. Grantee Responsibilities.** The Grantee shall:

- a. Complete all pre-construction elements for the Project, which include, but are not limited to, procurement, design and site prep.
- b. Submit to the Department, prior to beginning the Project, copies of:
  - i. all ownership documents;
  - ii. all contracts and subcontracts in furtherance of this Agreement; and
  - iii. written evidence that all Project services were competitively procured to the extent required by law.
- c. Complete the Project in accordance with:
  - i. the design and construction plans submitted to the Department;
  - ii. the requirements set forth in this Agreement; and
  - iii. any applicable local, State (including, but not limited to, chapter 255, F.S.), and federal laws and regulations.
- d. Provide the Department with any amendments made to the contracts and subcontracts issued in furtherance of this Agreement. Note: It will be in the Department's sole discretion to determine whether such amendments require a written amendment to this Agreement.
- e. Display signage at the project site that specifies the project intent, fund source, and estimated date of completion. Sign must be in place prior to reimbursement or advancement of funds, should be visible from a public roadway and must remain at project site until project is completed.
- f. Provide the Department with documentation, upon Department's demand, evidencing status reports. Grantee shall provide status report documentation on the Status Update Request Form, incorporated by reference as Attachment 4.
- g. Submit monthly fire incident data to the National Fire Incident Reporting System via <https://www.nfirs.fema.gov/NFIRSWeb/login> for the entire duration of the Performance Period listed in the Agreement. Proof of submittance of fire incident data is required to be provided to the Department upon the Department's demand.

**3. Department's Responsibilities.**

The Department shall monitor the Grantee's progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to reimburse allowable, reasonable, and necessary expenditures, not to exceed \$1,120,000.00.

The Department will monitor reporting compliance for the Grantee and will notify the appropriate parties of non-compliance.

**4. Deliverable.**

The Grantee shall complete the following deliverable:

<b>Table 1 Deliverable</b>		
<b>Deliverable No. 1 – Construction Tasks.</b>		
<b>Tasks</b>	<b>Documentation</b>	<b>Financial Consequences</b>
Complete all work in accordance with the contract between the Grantee and the contractor performing the work, which is attached as Appendix 1.	<ol style="list-style-type: none"> <li>1) Invoice in accordance with Section 6, below.</li> <li>2) The Grantee shall submit copies of:               <ol style="list-style-type: none"> <li>a. Any documents demonstrating satisfactory performance in completion of the tasks listed in the contract which is attached as Appendix 1;</li> <li>b. Proof of release of any liens that are associated with the work for which payment is requested; documentation to support performance by and payments made by contractor to subcontractors and suppliers for satisfaction of contractor’s obligations under its contract with the Grantee; and</li> <li>c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee’s contractor.</li> </ol> </li> </ol>	<p>Failure to pass each required construction phase inspection will result in non-payment of the associated invoiced task(s) until passage of the construction phase inspection.</p> <p>The Department will not reimburse the Grantee the amount of fees assessed for any re-inspection.</p>
<b>TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$1,120,000.00</b>		



**5. Reconciliation Report.**

Pursuant to section 215.971, F.S., the Department’s Agreement Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department’s Agreement Manager requests documentation from the Grantee’s Agreement Manager for this purpose, Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department’s request.

**6. Invoice Submittal and Payment Schedule.**

The Grantee shall provide itemized invoices for all portions of the deliverable rendered during that period. After receipt of the invoice, and in accordance with the payment provisions established in Section E., Agreement Payment and Funding Considerations, of the Agreement, the Department shall disburse the amount of funds approved by the Department.

To request reimbursement, the Grantee shall:

- a. Complete the Reimbursement Request Letter, incorporated by reference as Attachment 5, signed by the Grantee’s Agreement Manager certifying that the costs being claimed in the invoice package:
  - i. Are specifically for the project represented to the State in the budget appropriation;
  - ii. Have been paid;
  - iii. Were incurred within the Performance Period as specified in Section C, Performance Period, of the Agreement; and
  - iv. Are not a duplicate, and duplicates will not be submitted to another funding source.
- b. All documentation (specified in Section 4, Deliverables) necessary to demonstrate that progress on the project has been made and the work being invoiced has been completed in accordance with the requirements of this Agreement.

The Department may require any other information from the Grantee that the Department deems necessary to verify performance in accordance with this Agreement.

**7. Financial Consequences for Failure to Timely and Satisfactorily Perform.**

Failure to complete the required duties outlined in the SOW shall result in the rejection of the invoice and as stated above in Section 4, Deliverable, if re-inspection is invoiced, the Department will reduce the invoice by that amount.

This provision for financial consequences shall not affect the Department’s right to terminate the Agreement as provided elsewhere in the Agreement.

**8. Disposition of Property.**

- a. Pursuant to Section M, Nonexpendable Property, of this Agreement, upon satisfactory completion of the requirements of the Agreement, the Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, the Grantee hereby grants to the Department a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by the Grantee, but

not to exceed five (5) years following the termination of the Agreement. The Grantee shall provide written notice of any such planned disposition and await the Department's response prior to disposing the property. "Disposition" as used herein, includes, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein; and the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. The Department, in its sole discretion, may require the Grantee to refund to the Department the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

- b. Upon satisfactory completion of the requirements of this Agreement, the Grantee is authorized to retain ownership of the real property improved under this Agreement; however, for five (5) years thereafter the Grantee must provide written notice to the Department of any circumstance that:
  - i. will impact or has impacted, in any way, the Grantee's ownership of such property; or
  - ii. will modify or has modified the use of such property from the purposes authorized herein.

Such notice must be provided within ten (10) business days of learning of the event that will result or has resulted in either circumstance. If either of these circumstances arise, the Department will have the right, within its sole discretion, to demand that the Grantee reimburse the Department for part, or all of the funding provided to the Grantee under this Agreement.

**9. Failure to Complete Project Timely.**

Upon completion of the project, the Grantee shall submit to the Department a copy of the Certificate of Occupancy and photos of the completed project. If the Grantee fails to complete the project within five (5) years after the total maximum amount for Deliverable No. 1 has been paid, the Department will have the right, in its sole discretion, to demand that the Grantee reimburse the Department for part, or all of the funding provided to the Grantee under this Agreement.

*- End of Attachment 1 (Scope of Work) -*



**Appendix 1**

Grantee's Contract with its Contractor for Construction Work

# AIA® Document A101® – 2017

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the Eighth day of March in the year Two Thousand Twenty-three  
(*In words, indicate day, month and year.*)

**BETWEEN** the Owner:  
(*Name, legal status, address and other information*)

The City of New Port Richey  
6132 Pine Hill Road  
Port Richey, FL 34668

and the Contractor:  
(*Name, legal status, address and other information*)

E&L Construction Group, Inc.  
3040 Airpark Drive South  
Flint, MI 48507

for the following Project:  
(*Name, location and detailed description*)

E&L Job #23046  
New Fire Station #2  
5220 Grand Boulevard  
New Port Richey, FL 34652

The Architect:  
(*Name, legal status, address and other information*)

Spring Engineering, Inc.  
3014 U.S. Highway 19  
Holiday, FL 34691

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A. Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

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- Not later than Three Hundred (300) calendar days from the date of commencement of the Work with Final Completion within 330 calendar days from the date when the Contract Time commences to run.
- By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Four Million Two Hundred Ninety Thousand Seventy-four Dollars and Zero Cents (\$ 4,290,074.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alt 1	184,128
Alt 7	16,204
Delete Extractor	(15,500) Not needed – Fire Station will reuse original

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Allowance	70,000
Contingency	200,000

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

Contractor shall pay Owner Fifteen Hundred Dollars (\$1,500.00) for each day that expires after the time specified in Paragraph 3.1.1 for Substantial Completion.

Contractor shall pay Owner Fifteen Hundred Dollars (\$1,500.00) for each day that expires after the time specified in Paragraph 3.1.2 for Final Completion.

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty Days (30) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™, 2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Init.

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**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5%)

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

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**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows: *(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:  
*(Name, address, email address, and other information)*

The City of New Port Richey  
Martin Field, Construction Services Mgr.  
6132 Pine Hill Road  
Port Richey, FL 34668  
FieldM@CityofNewPortRichey.org

**§ 8.3** The Contractor's representative:

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User Notes:

*(Name, address, email address, and other information)*

E&L Construction Group, Inc.  
Justin Luise, Project Manager  
3040 Airpark Drive South  
Flint, MI 48507  
[Justin.Luise@candlgroup.com](mailto:Justin.Luise@candlgroup.com)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum. Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 Drawings

Number	Title	Date
See Drawing Log Attachment A	City of New Port Richey Fire Station No. 2 Project	Base 4/21/21 with Addendum 1

- .6 Specifications

Section	Title	Date	Pages
See Specification Log Attachment B	City of New Port Richey Fire Station #2	December 2022	748

- .7 Addenda, if any:

init.

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<b>Number</b>	<b>Date</b>	<b>Pages</b>
One	December 29, 2022	Two

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

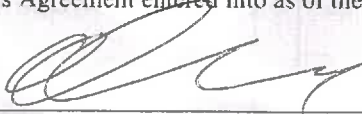
<b>Title</b>	<b>Date</b>	<b>Pages</b>
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Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
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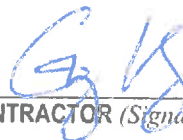
.9 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Greg Krueger, President & CEO

(Printed name and title)

New Port Richey Fire Station - Attachment A Drawing Log

Page Number	Title	Date
A000	Cover Sheet	12/30/2022
A001	General Notes, Drawing Index & Abbreviations	4/21/2021
A020	Alternates/Allowances/Specialty Engineering	4/21/2021
A050	Life Safety Plan	4/21/2021
A101	Floor Plan	4/21/2021
A102	Dimension Floor Plan	4/21/2021
A103	Finish Floor Plan	4/21/2021
A104	Finish Equipment Schedules	4/21/2021
A110	Signage Details	4/21/2021
A120	Roof Plan (Lower/Entry)	4/21/2021
A121	Roof Plan (Upper)	4/21/2021
A150	Roof Details	4/21/2021
A200	Building Elevations	12/30/2022
A301	Reflected Ceiling Plan	12/30/2022
A400	Building Sections	4/21/2021
A401	Building Sections	4/21/2021
A402	Building Sections	4/21/2021
A500	Wall Sections	4/21/2021
A501	Wall Sections	4/21/2021
A502	Wall Sections	4/21/2021
A600	Door and Frame Types Door and Hardware Schedules	4/21/2021
A601	Glazing Elevations	4/21/2021
A602	Enlarged RR Plans/Elevations	4/21/2021
A603	Millwork Elevations	4/21/2021
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A900	Details	4/21/2021
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S201	Roof Framing Plans	4/21/2021
S202	Roof Framing Plans - High Roof & Entry	4/21/2021
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S400	Structural Wall Sections	4/21/2021
S401	Structural Wall Sections	4/21/2021
S500	Structural Details	4/21/2021
S501	Structural Details	4/21/2021
S502	Structural Details	4/21/2021
S503	Structural Details	4/21/2021
S504	Enlarged Generator Plan & Wall Section/Flag Pole De	4/21/2021
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M101	Level 1 Mechanical Plan	4/21/2021
M102	Mechanical Roof Plan	4/21/2021

M201	Level 1 Mechanical Plan	4/21/2021
M300	Mechanical Schedules	4/21/2021
M301	Captive Air	4/21/2021
M302	Captive Air	4/21/2021
M303	Captive Air	4/21/2021
M304	Captive Air	4/21/2021
M305	Captive Air	4/21/2021
M306	Captive Air	4/21/2021
M307	Captive Air	4/21/2021
M400	Mechanical Details	4/21/2021
P000	Plumbing Notes, Schedules and Details	4/21/2021
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P110	Floor Plan - Storm Water Piping Plan	4/21/2021
P120	Floor Plan - Water Supply Piping	4/21/2021
P200	Sanitary Waste and Oil Water Piping Riser	4/21/2021
P210	Storm Water Piping Riser	4/21/2021
P220	Water Supply and natural Gas piping Riser	4/21/2021
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E101	Roof Power Plan	4/21/2021
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00042	Public Entity Crime	3
00043	Non-Collusion Affidavit	2
00044	Unsatisfactory Work- Nonperformance	1
00050	Performance and Payment Bond	1
00060	Certificate of Insurance	1
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List of subcontractors  
New Port Richey Fire Station

Certified Site Work  
T3 Construction  
United Steel  
Star Quality  
Alpha Roofing  
Miner Doors  
All phase glass and mirror  
MB Drywall  
Stoneworks  
Construction Ahead  
Dunedin Floors  
Affordable Acoustics  
C & C painting  
Environmental Graphics  
Rolling oak  
Gear Grid  
James Blind  
Appliance Connections  
Bella Plumbing  
Piper Fire  
Tropic Kool  
AAA Electrical Contractors

This list is intellectual property  
of E & L Construction Group



# AIA Document A312™ – 2010

## Performance Bond

Bond No.107762336

**CONTRACTOR:**

(Name, legal status and address)  
E&L Construction Group, Inc.

3040 Airpark Drive South  
Flint, MI 48507

**OWNER:**

(Name, legal status and address)

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

**CONSTRUCTION CONTRACT**

Date: January 12, 2023

Amount: Four Million Two Hundred Ninety Thousand Seventy-four And No/100THSDollars (\$4,290,074.00)

Description: Fire Station No. 2  
(Name and location)

**SURETY:**

(Name, legal status and principal place  
of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date: March 9, 2023

(Not earlier than Construction Contract Date)

Amount: Four Million Two Hundred Ninety Thousand Seventy-four And No/100THSDollars (\$4,290,074.00)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)  
E&L Construction Group, Inc.

Signature:   
Name: **GREG KRUEGER**  
and Title: **PRESIDENT & CEO**

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT/BROKER:**

Gunn Hurley, LLC  
888 E. South Boulevard, Suite 200  
Rochester Hills, MI, (248) 519-1432

**SURETY**

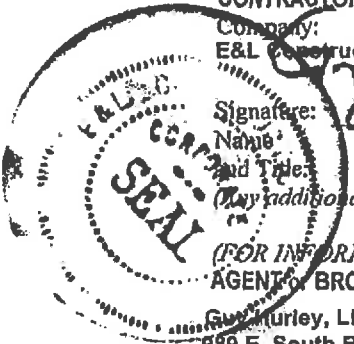
Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature:   
Name: **Nicholas Ashburn**  
and Title: **Attorney-in-Fact**

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# AIA® Document A312™ – 2010

## Payment Bond

Bond No. 107762336

**CONTRACTOR:**  
*(Name, legal status and address)*  
**E&L Construction Group, Inc.**  
**3040 Airpark Drive South**  
**Flint, MI 48507**

**SURETY:**  
*(Name, legal status and principal place of business)*

**Travelers Casualty and Surety Company of America**  
**One Tower Square**  
**Hartford, CT 06183**

**OWNER:**  
*(Name, legal status and address)*

**City of New Port Richey**  
**5919 Main Street**  
**New Port Richey, FL 34652**

**CONSTRUCTION CONTRACT**  
**Date: January 12, 2023**

**Amount: Four Million Two Hundred Ninety Thousand Seventy-four And No/100THSDollars (\$4,290,074.00)**

**Description: Fire Station No. 2**  
*(Name and location)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

**Date: March 9, 2023**  
*(Not earlier than Construction Contract Date)*

**Four Million Two Hundred Ninety Thousand Seventy-four And No/100THSDollars (\$4,290,074.00)**

**Amount:**

**Modifications to this Bond:  None  See Section 18**

**CONTRACTOR AS PRINCIPAL**  
**Company: E&L Construction Group, Inc.**  
*(Corporate Seal)*

**SURETY**  
**Company: Travelers Casualty and Surety Company of America**  
*(Corporate Seal)*

**Signature: GREG KRUEGER**  
**Name and Title: PRESIDENT & CEO**  
*(Any additional signatures appear on the last page of this Payment Bond.)*

**Signature: Nicholas Ashburn**  
**Name and Title: Attorney-in-Fact**

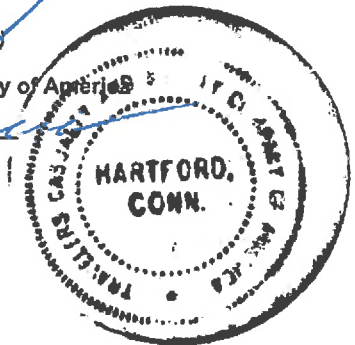
*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

**Guy Hurley, LLC**  
**989 E. South Boulevard, Suite 200**  
**Rochester Hills, MI, (248) 519-1432**  
**(248) 519-1432**



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas Ashburn, Anne M Barick, Robert D Heuer, Paul Hurley, Michael D Lechner, Mark Madden, Richard S McGregor, and Holly Nichols of Rochester Hills, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By:   
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is


**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of March, 2023



  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Saginaw Bay Underwriters</b> <b>1258 S. Washington</b> <b>P.O. Box 1928</b> <b>Saginaw, MI 48605</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 989 752-8600</b>		<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b>			
<b>INSURED</b> <b>E &amp; L Construction Group, Inc.</b> <b>Erickson &amp; Lindstrom Construction Co.</b> <b>3040 Airpark Drive South</b> <b>Flint, MI 48507</b>	<b>INSURER A : Amerisure</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER B : Cincinnati Insurance Co.</b>			
	<b>INSURER C : Accident Fund Insurance Co.</b>			
	<b>INSURER D : SiriusPoint Specialty Insurance Corp</b>			
	<b>INSURER E : Chubb/Pacific Insurance Group</b>			
	<b>INSURER F :</b>			

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPP208925808	09/08/2022	09/08/2023	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			CA2089255090	09/08/2022	09/08/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
A & B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CU2089259080	09/08/2022	09/08/2023	EACH OCCURRENCE	\$14,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$14,000,000
	<input type="checkbox"/> DEDUCTIBLE			EXS0589490	09/08/2022	09/08/2023		\$
	<input checked="" type="checkbox"/> RETENTION \$ 0							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AFWCP100050150	09/08/2022	09/08/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$2,000,000
							E.L. DISEASE - POLICY LIMIT	\$2,000,000
D	Professional & Pollution Liab			CPPLS00025550	09/29/2022	09/29/2023	\$1,000,000 Ea Incident	\$1,000,000 Aggregate


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Insurer E: Policy Number 06714360 - Policy Term: 09/08/2022 - 09/08/2023

Leased/Rented Equipment Coverage: \$100,000 Limit - \$1,000 Deductible

(See Attached Descriptions)

**CERTIFICATE HOLDER** **CANCELLATION**

<b>City of New Port Richey</b> <b>5919 Main Street</b> <b>Port Richie, FL 34652</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

Installation Floater Coverage: \$100,000 Limit - \$2,500 Deductible

Project: E&L Job #23046-New Port Richey Fire Station #2

City of New Port Richey and Spring Engineering, Inc are Additional Insured with respects to the General Liability. (3/23)

## BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

**American Zurich Insurance Company**  
**A Stock Company**  
**Administrative Office: 1299 Zurich Way**  
**Schaumburg, IL 60196 Phone: 800-382-2150**

- New Policy**    **ER74125286**  
 **Renewal of**  
 **Rewrite of**

**THIS IS A COINSURANCE CONTRACT**

Please read your policy.

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

**1. Named Insured and Mailing Address:**

E & L Construction Group, Inc.  
 3040 Airpark Drive South  
 Flint, MI 48507

**2. Producer Information:**

- A Name: US ASSURE INSURANCE SERVICES OF FLORIDA, INC.  
 P.O. BOX 10197  
 JACKSONVILLE, FL 32247-0197  
 B Telephone #  
 C Fax #  
 D Zurich Producer # A0016584  
 E Field Office Name  
 F Field Office Code

- 3. Policy Period – From:** 03/27/2023    **To:** 03/27/2024  
 12:01 a.m. at your mailing address above.

- 4. Form of Business:**  Individual  Partnership  Corporation  Joint Venture  Other  
**5. Limits of Insurance** (either One-Shot or Reporting Form as indicated below)

**SUPPLEMENTAL DECLARATIONS**

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

- Reporting Form (continuous policy)**  
 **Annual Rate**     **Monthly Rate (HBIS – 4)**

- A) Any one building or structure    \$  
 B) All covered property at all locations    \$  
 C) Rate    Per Report  
 D) Premium    Per Report  
 E) Total Taxes and Surcharges    Per Report  
 (per attached endorsement – N/A in NY)  
 F) **Total Fully Earned Policy Premium**    Per Report

- One-Shot (non-reporting form/single structure policy)**  
 **1-4 Family Dwelling**     **Commercial Structure**

Property Location  
 5220 Grand Blvd.  
 New Port Richey, FL 34652

**New Construction**

- A) Any one building or structure    \$    4,290,474  
 B) All covered property at all locations    \$    4,290,474  
 (same as A unless otherwise noted)

**Remodeling**

- D) Renovations and improvements    \$  
 E) Existing buildings or structures    \$  
 F) Rate    \$  
 G) Premium    \$  
 H) Total Taxes and Surcharges    \$  
 (per attached endorsement)

- I) **Total Fully Earned Policy Premium**    \$  
 (minimum premium applicable)

- 6. Deductible:**  \$500     \$1,000     \$2,500     \$5,000     Other \$5,000

**7. Forms Applicable To This Coverage Part:**

**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**

Countersigned: March 29, 2023  
 Date

By: Samuel Knoechel  
 Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# POLICY CHANGES

Policy Change  
Number

<b>POLICY NUMBER</b> ER74125286	<b>POLICY CHANGES EFFECTIVE</b> From 03/27/2023 to 03/27/2024	<b>COMPANY</b> American Zurich Insurance Company
<b>NAMED INSURED</b> E & L Construction Group, Inc. 3040 Airpark Drive South Flint, MI 48507		<b>AUTHORIZED REPRESENTATIVE</b> US ASSURE INSURANCE SERVICES OF FLORIDA, INC. P.O. BOX 10197 JACKSONVILLE, FL 32247-0197
<b>COVERAGE PARTS AFFECTED</b> Builders Risk Coverage		
<b>CHANGES</b>		
2022-2023 FIGA Regular Asmt: 1.3% \$145.57 2022 FIGA Regular Assessment: 0.7% \$78.39		

\_\_\_\_\_  
Authorized Representative Signature

## BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

**Policy Number: ER74125286**

**Policy Type:**  Reporting Form (continuous policy) OR  One Shot (non-reporting form/single structure policy)

**ADDITIONAL COVERAGES (COVERAGE FORM)**

**LIMIT OF INSURANCE**

a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	\$ 50,000
Re-erection Of Scaffolding	\$ 25,000
c. Debris Removal	\$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	\$ 25,000
e. Fire Department Service Charge	\$ 25,000
f. Valuable Papers And Records	\$ 50,000
g. Pollutant Clean-Up And Removal	\$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	\$ 1,000,000
Increased Cost Of Construction	\$ 1,000,000
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	\$ 1,000,000
i. Preservation Of Property	Included
j. Rewards	\$ 25,000
k. Property At A Temporary Storage Location	\$ 214,524
l. Property In Transit	\$ 214,524
m. Claim Preparation Expense	\$ 10,000
n. Contract Penalties	\$ 25,000

**OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)**

<input type="checkbox"/> <b>Business Income (HBIS-95)</b>	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
<input type="checkbox"/> <b>Business Income And Extra Expense (HBIS-82)</b>	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
<input type="checkbox"/> <b>Development Or Subdivision Fences, Walls And Signs (HBIS-58)</b>	\$
<input type="checkbox"/> <b>Expediting Expense (HBIS-93)</b>	\$
<input type="checkbox"/> <b>Extra Expense (HBIS-92)</b>	\$
<input type="checkbox"/> <b>Marine Model Home Contents Coverage</b> ( <input type="checkbox"/> HBIS-52 – OR -- <input type="checkbox"/> HBIS-77)	\$
<input type="checkbox"/> <b>Soft Costs Coverage (HBIS-88)</b>	\$
Anticipated Project Completion Date	
Deductible Period	
Expense To Mitigate Loss	days
Civil Authority	
<input type="checkbox"/> <b>Builders Risk Green Building (HBIS-96)</b>	
Limit Of Liability	\$
"LEED® Building Rating"	

Policy Number ER74125286

**SCHEDULE OF FORMS AND ENDORSEMENTS**

Named Insured: E & I. Construction Group, Inc.

Effective Date: 03/27/2023

12:01 A.M., Standard Time

Agent Name: US ASSURE INSURANCE SERVICES OF FLORIDA, INC.

Agent No.: A0016584

FM170001(04/10), IL1201(11/85), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), HBIS-1(04/09), HBIS-43(01/20), HBIS-67(01/20), HBIS-65(04/09), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), IL0175(09/07), CM0116(05/22), IL0017(11/98), IL0255(03/16), 1001NR(01/20), U-GU-1191-A CW(03/15)

**U-GU-619-A CW (10/02)**



**ZURICH**®

## Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy. IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[

]

*President*

[

]

*Corporate Secretary*

**QUESTIONS ABOUT YOUR INSURANCE?** Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America  
Customer Inquiry Center  
1299 Zurich Way  
Schaumburg, Illinois 60196-1056  
**1-800-382-2150** (Business Hours: 8am - 4pm [CT])  
**Email:** [info.source@zurichna.com](mailto:info.source@zurichna.com)





NEW PORT RICHEY  
**PUBLIC WORKS**

COMMITTED TO SERVICE

OUR MISSION: TO PROVIDE RESPONSIVE, PROFESSIONAL, AND COURTEOUS SERVICE TO THE PUBLIC

---

6132 PINE HILL ROAD • PORT RICHEY, FL 34668 • 727.841.4536

March 8, 2023

Mr. Greg Krueger  
E&L Construction Group Inc.  
3040 Airpark Drive South,  
Flint, MI. 48507

RE: Notice of Award – ITB23-007 - Fire Station No. 2 Relocation Project

Dear Mr. Krueger

At its regular meeting on March 7, 2023, the New Port Richey City Council approved a contract award for the above-referenced project to E&L Construction Group Inc. in the amount not to exceed \$4,290,074.00. Accordingly, please provide us with the insurance certification requirements, and performance and payment bonds submitted to the City and the signed Agreement.

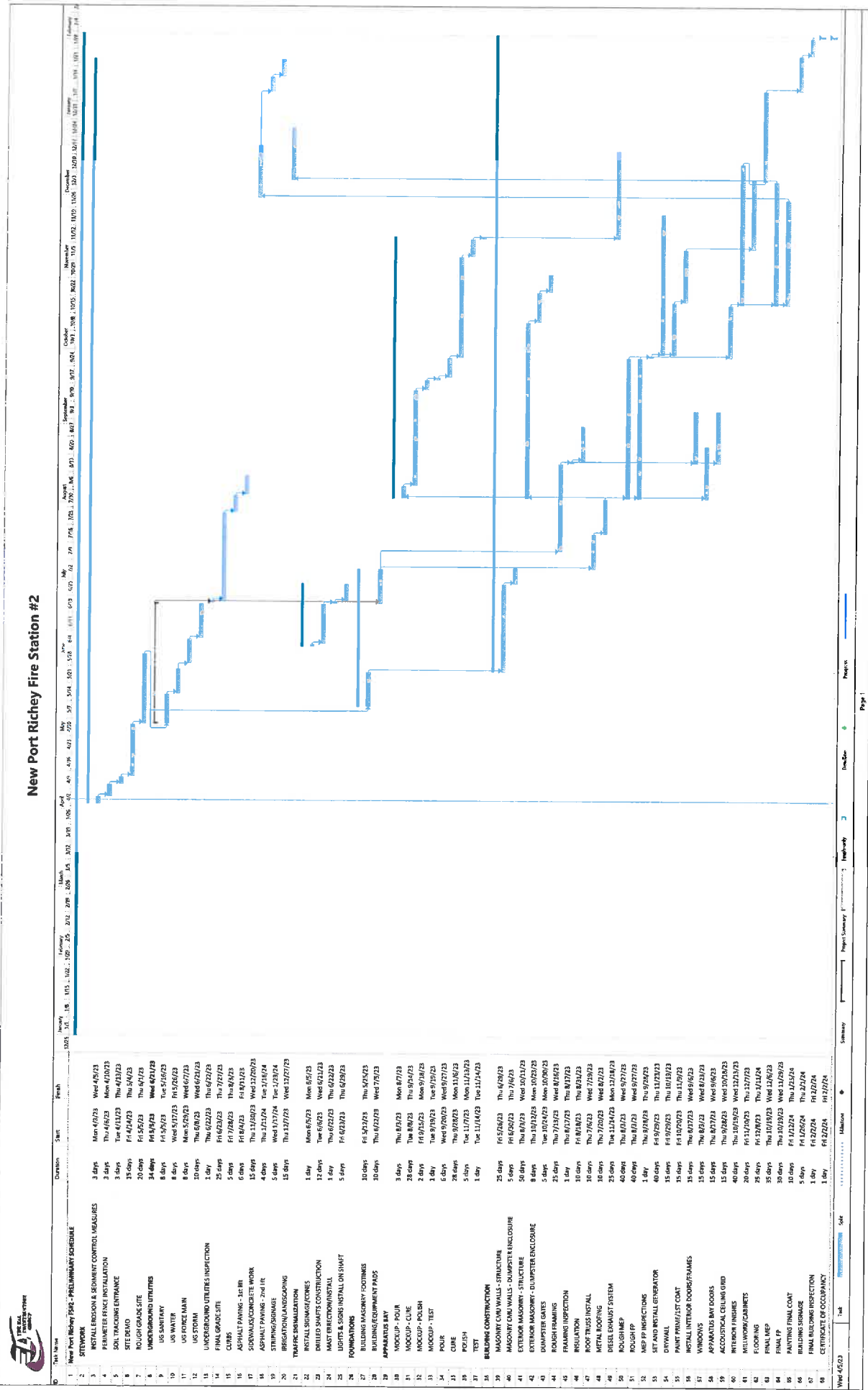
The City looks forward to working with E&L Construction Group Inc. during this project. Should you require additional information or have any questions, please feel free to contact me.

Sincerely,

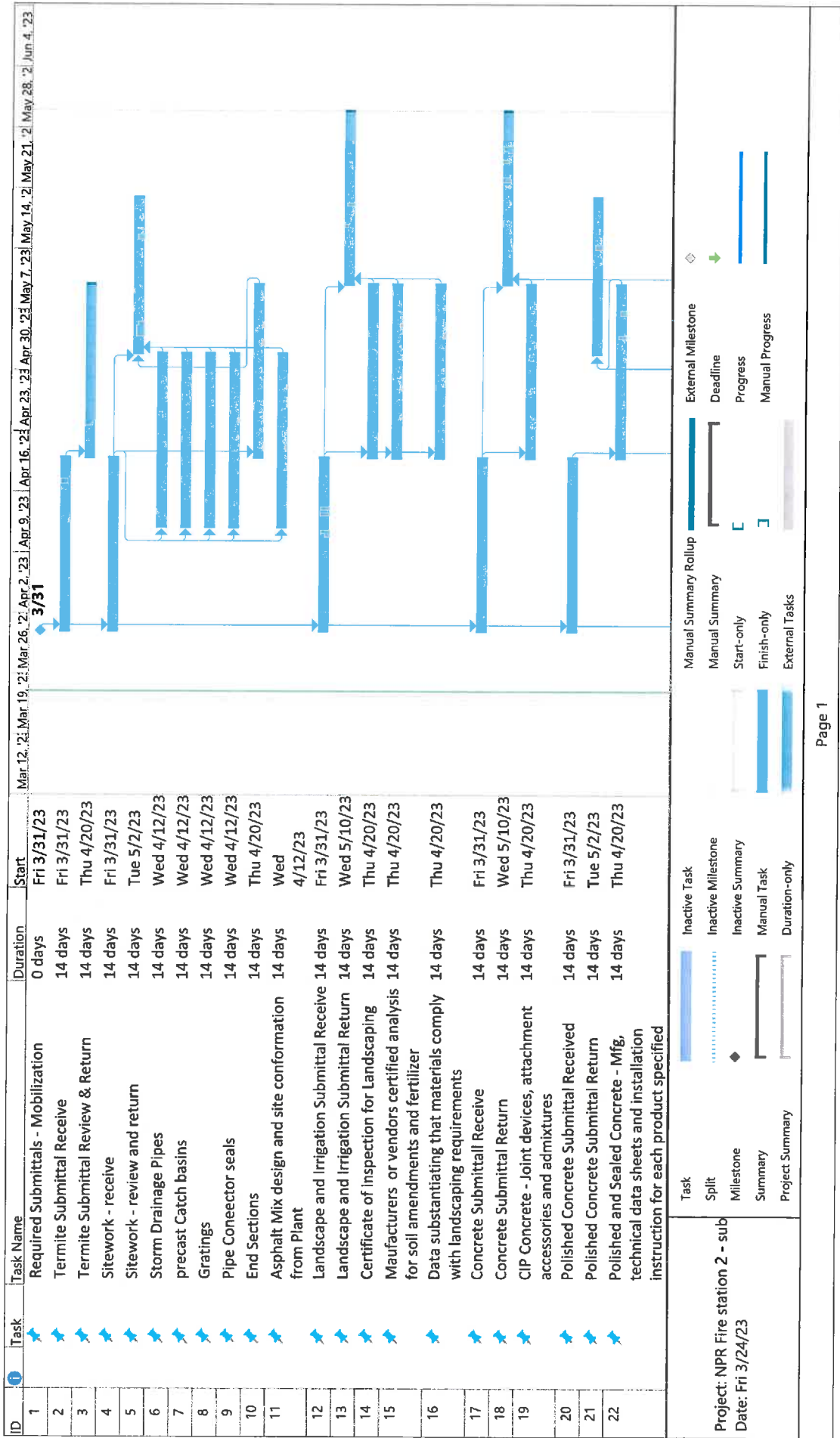
*Martin Field*

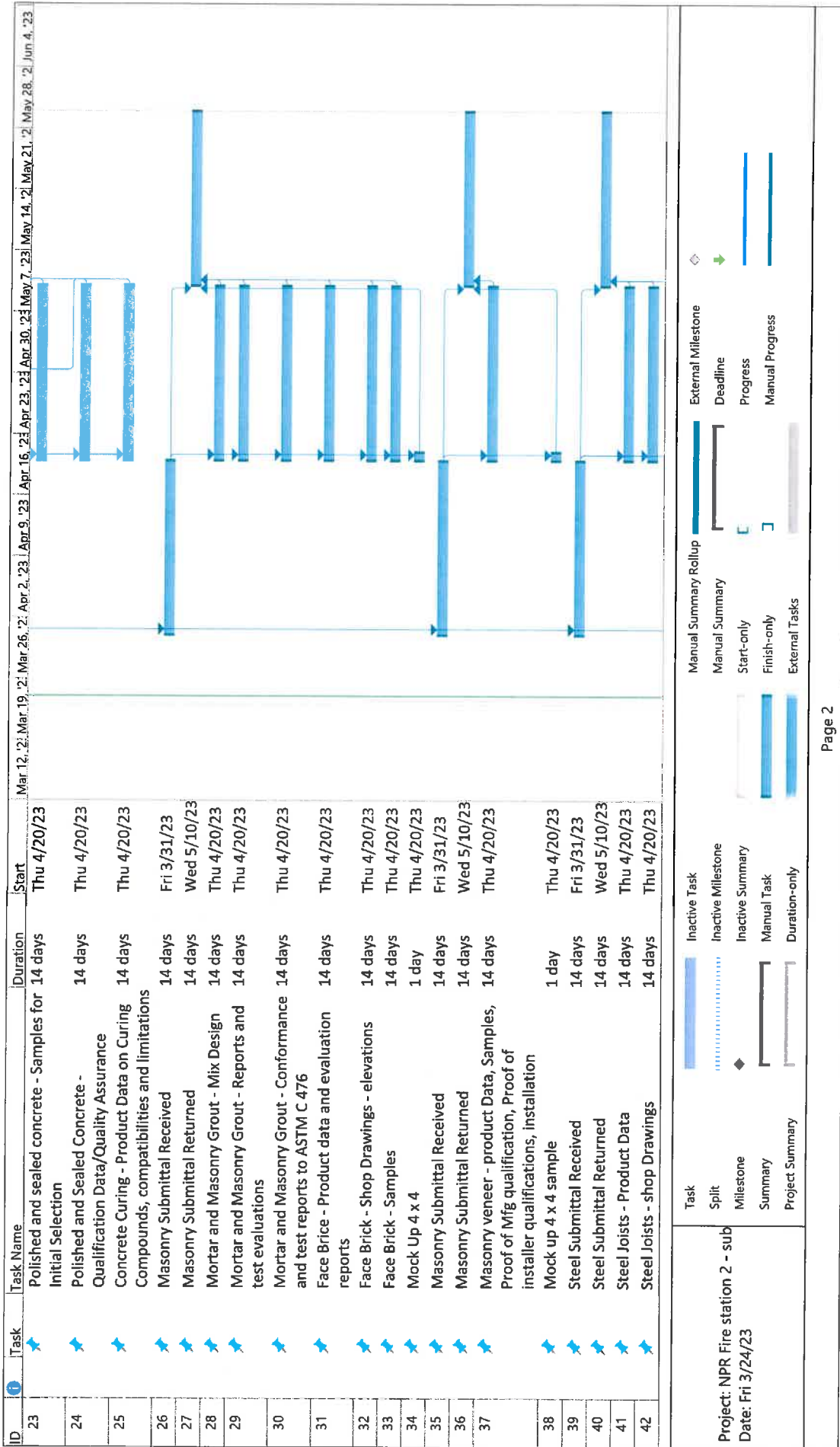
Martin Field  
Construction Services Manager

# New Port Richey Fire Station #2



ID	Task Name	Duration	Start	Finish
1	New Port Richey Fire - Preliminary Schedule			
2	SPRINKLER	3 days	Mon 8/27/23	Wed 8/30/23
3	INSTALL EROSION & SEDIMENT CONTROL MEASURES	3 days	Thu 8/31/23	Mon 9/3/23
4	FRAMER FENCE INSTALLATION	3 days	Thu 8/31/23	Mon 9/3/23
5	SOIL TACKLING ENTRANCE	3 days	Thu 8/31/23	Mon 9/3/23
6	SITE DEMO	15 days	Fri 9/1/23	Thu 9/28/23
7	ROUGH GRADE SITE	20 days	Fri 9/1/23	Thu 9/28/23
8	UNDERGROUND UTILITIES	34 days	Fri 9/1/23	Wed 10/18/23
9	US SANITARY	8 days	Wed 9/13/23	Tue 9/19/23
10	US WATER	8 days	Wed 9/13/23	Tue 9/19/23
11	US FORCE MAIN	8 days	Mon 9/25/23	Wed 9/28/23
12	US STORM	10 days	Thu 9/28/23	Wed 10/3/23
13	UNDERGROUND UTILITIES INSPECTION	1 day	Thu 9/28/23	Thu 9/28/23
14	FINAL GRADE SITE	25 days	Fri 9/29/23	Thu 10/26/23
15	CLUES	5 days	Fri 9/29/23	Thu 10/5/23
16	ASPHALT PAVING - 1st RR	6 days	Fri 9/29/23	Fri 10/5/23
17	SIDEWALK/CONCRETE WORK	15 days	Thu 10/5/23	Wed 10/26/23
18	ASPHALT PAVING - 2nd RR	4 days	Thu 10/12/23	Tue 10/18/23
19	STRIPING/SURFACE	5 days	Wed 10/18/23	Tue 10/24/23
20	IRRIGATION/LANDSCAPING	15 days	Thu 10/19/23	Wed 11/21/23
21	TRAFFIC SIGNALIZATION	1 day	Mon 9/25/23	Mon 9/25/23
22	INSTALL SIGMAZONES	12 days	Tue 9/26/23	Wed 10/11/23
23	DRILLED SHIFTS CONSTRUCTION	1 day	Thu 9/28/23	Thu 9/28/23
24	MARK ERECTION/INSTALL	5 days	Fri 9/29/23	Thu 10/5/23
25	LIGHTS & SIGNS INSTALL ON SHAWT	1 day	Fri 9/29/23	Thu 10/5/23
26	FOUNDATIONS	30 days	Fri 9/29/23	Thu 10/26/23
27	BUILDING MASONRY FOOTINGS	30 days	Thu 9/28/23	Wed 10/25/23
28	BUILDING/EQUIPMENT PADS	30 days	Thu 9/28/23	Wed 10/25/23
29	APPURTENANCES	3 days	Thu 9/28/23	Mon 10/1/23
30	MOCUP - POUR	28 days	Fri 9/29/23	Mon 10/23/23
31	MOCUP - CURE	1 day	Tue 10/3/23	Tue 10/3/23
32	MOCUP - POLISH	1 day	Tue 10/3/23	Tue 10/3/23
33	MOCUP - TEST	6 days	Wed 10/4/23	Wed 10/11/23
34	POUR	28 days	Thu 10/5/23	Mon 10/23/23
35	CURE	5 days	Tue 10/11/23	Mon 10/17/23
36	POUSH	1 day	Tue 10/17/23	Tue 10/17/23
37	TEST	1 day	Tue 10/17/23	Tue 10/17/23
38	BUILDING CONSTRUCTION	5 days	Fri 9/29/23	Thu 10/5/23
39	MASONRY CURB WALLS - STRUCTURE	56 days	Thu 9/28/23	Thu 11/15/23
40	MASONRY CURB WALLS - ROOF/STEEL ENCLOSURE	8 days	Thu 10/5/23	Wed 10/11/23
41	MASONRY CURB WALLS - STRUCTURE	21 days	Thu 10/5/23	Mon 10/23/23
42	MASONRY CURB WALLS - CURB/ENCLOSURE	21 days	Thu 10/5/23	Mon 10/23/23
43	SHAFTER/BEAMS	1 day	Thu 10/5/23	Thu 10/5/23
44	FRAMING INSPECTION	18 days	Thu 10/5/23	Thu 10/26/23
45	INSULATION	16 days	Thu 10/5/23	Thu 10/26/23
46	ROOF TRUSS INSTALL	16 days	Thu 10/5/23	Thu 10/26/23
47	METAL ROOFING	16 days	Thu 10/5/23	Thu 10/26/23
48	DIESEL EXHAUST SYSTEM	25 days	Thu 10/5/23	Mon 11/12/23
49	ROUGH MEP	40 days	Thu 10/5/23	Wed 11/21/23
50	MEP PP INSPECTIONS	1 day	Thu 10/5/23	Wed 10/11/23
51	SET AND INSTALL GENERATOR	40 days	Fri 9/29/23	Thu 11/22/23
52	DRYWALL	15 days	Fri 9/29/23	Thu 10/19/23
53	PAINT PRIME/1ST COAT	15 days	Fri 9/29/23	Thu 10/19/23
54	INSTALL INTERIOR DOORS/FRAMES	15 days	Thu 10/19/23	Wed 10/25/23
55	WINDOWS	15 days	Thu 10/19/23	Wed 10/25/23
56	APPURTENANCES BAY DOORS	15 days	Thu 10/19/23	Wed 10/25/23
57	ACoustICAL CEILING GRID	40 days	Thu 10/19/23	Wed 12/13/23
58	INTERIOR FINISHES	28 days	Fri 10/20/23	Thu 11/1/23
59	MILLWORK/CABINETS	35 days	Thu 10/19/23	Wed 11/29/23
60	FLOORING	30 days	Thu 10/19/23	Wed 11/29/23
61	FINAL MEP	10 days	Fri 10/20/23	Thu 10/26/23
62	PAINTING FINAL COAT	5 days	Fri 10/20/23	Thu 10/26/23
63	BUILDING SIGNAGE	1 day	Fri 10/20/23	Thu 10/26/23
64	FINAL BUILDING INSPECTION	1 day	Fri 10/20/23	Thu 10/26/23
65	CERTIFICATE OF OCCUPANCY	1 day	Fri 10/20/23	Thu 10/26/23





Project: NPR Fire station 2 - sub  
Date: Fri 3/24/23

ID	Task	Task Name	Start	Duration	Start
43	★	Steel Joist - evidence of steel joist compliance with building code in effect for project from a model code organization	Thu 4/20/23	14 days	Thu 4/20/23
44	★	Steel Deck - Shop Drawings	Thu 4/20/23	14 days	Thu 4/20/23
45	★	Steel Deck - Mfg. Certifications	Thu 4/20/23	14 days	Thu 4/20/23
46	★	Steel Deck Mechanical Fastener Layout and design data for steel deck	Thu 4/20/23	14 days	Thu 4/20/23
47	★	Steel Deck Fastener Identification information	Thu 4/20/23	14 days	Thu 4/20/23
48	★	Misc Metal - Shop drawings	Thu 4/20/23	14 days	Thu 4/20/23
49	★	Casework Submittal Received	Fri 3/31/23	14 days	Fri 3/31/23
50	★	Casework Submittal Returned	Wed 5/10/23	14 days	Wed 5/10/23
51	★	Casework - Shop Drawings	Thu 4/20/23	14 days	Thu 4/20/23
52	★	Casework Samples - 2 12 x 12 samples - cabinet finish	Thu 4/20/23	14 days	Thu 4/20/23
53	★	Casework Samples - 2 12 x 12 samples counter top finishes	Thu 4/20/23	14 days	Thu 4/20/23
54	★	Casework Samples 2 - same of drawer pulls, hinges etc	Thu 4/20/23	14 days	Thu 4/20/23
55	★	Roofing Submittal Received	Fri 3/31/23	14 days	Fri 3/31/23
56	★	Roofing Submittal Returned	Wed 5/10/23	14 days	Wed 5/10/23
57	★	Bituminous Dampproofing - Product data - certification	Thu 4/20/23	14 days	Thu 4/20/23
58	★	Moisture Barrier - Samples, mfg product data, test reports and materials	Thu 4/20/23	14 days	Thu 4/20/23
59	★	Roof Cover board - Product Data and Installation instructions	Thu 4/20/23	14 days	Thu 4/20/23
60	★	Weather barriers submittal received	Fri 3/31/23	14 days	Fri 3/31/23
61	★	Weather barriers submittal returned	Wed 5/10/23	14 days	Wed 5/10/23

Project: NPR Fire station 2 - sub Date: Fri 3/24/23	Task Inactive Task Split Inactive Milestone Milestone Summary Project Summary	Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks	External Milestone Deadline Progress Manual Progress
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ID	Task	Task Name	Duration	Start	Mar_12_'23	Mar_19_'23	Mar_26_'23	Apr_2_'23	Apr_9_'23	Apr_16_'23	Apr_23_'23	Apr_30_'23	May_7_'23	May_14_'23	May_21_'23	May_28_'23	Jun_4_'23
62	★	Weather Barriers - Product Data, mfgs and teratin substrate, technical data	14 days	Thu 4/20/23													
63	★	Weather Barriers - Shop Drawings	14 days	Thu 4/20/23													
64	★	Weather Barriers - Samples	14 days	Thu 4/20/23													
65	★	Weather Barriers - Product Certificates	14 days	Thu 4/20/23													
66	★	Weather Barriers - Qualification Data for Applicator	14 days	Thu 4/20/23													
67	★	Weather Barrier - Product Test Report	14 days	Thu 4/20/23													
68	★	Weather Barrier - Sample Warranty	14 days	Thu 4/20/23													
69	★	Wather Barrier - Mock up	14 days	Thu 4/20/23													
70	★	Standing Seam Roof - Shop Drawings	14 days	Thu 4/20/23													
71	★	Standing Seam Roof - Fabrication and Instillation layouts of metal roof panels etc	14 days	Thu 4/20/23													
72	★	Standing Seam - Color Samples	14 days	Thu 4/20/23													
73	★	Standing Seam Roofing - Coordination Drawings	14 days	Thu 4/20/23													
74	★	ACM Panel Submittal Received	14 days	Fri 3/31/23													
75	★	ACM Panel Submittal Returned	14 days	Wed 5/10/23													
76	★	ACM Panels - two samples of each color or finish	14 days	Thu 4/20/23													
77	★	ACM - 2 Samples of Vapor permeable air and water barrier	14 days	Thu 4/20/23													
78	★	Composite Wall Panels - Product Data	14 days	Thu 4/20/23													
79	★	Composite Wall Panels - Shop Drawings	14 days	Thu 4/20/23													
80	★	Composite Wall Panels - Samples - Color	14 days	Thu 4/20/23													
81	★	Composite Wall Panels - Samples actual par	14 days	Thu 4/20/23													
82	★	TPO Roofing - product Data	14 days	Thu 4/20/23													

Project: NPR Fire station 2 - sub  
Date: Fri 3/24/23

ID	Task	Task Name	Start	Duration
83	★	TPO Roofing Mfg Data sheet	Thu 4/20/23	14 days
84	★	TPO Detail Drawings	Thu 4/20/23	14 days
85	★	TPO - Color Chips	Thu 4/20/23	14 days
86	★	TPO 2.Samples 4 x 4 - verification Samples	Thu 4/20/23	14 days
87	★	Sheet Metal Flashing - Product Data	Thu 4/20/23	14 days
88	★	Sheet Metal Flashing - Shop Drawings	Thu 4/20/23	14 days
89	★	Joint Sealants - Product Data	Thu 4/20/23	14 days
90	★	Joint Sealants - Samples	Thu 4/20/23	14 days
91	★	Joint Sealants - Mfg Installation instructions	Thu 4/20/23	14 days
92	★	Door submittal Received	Fri 3/31/23	14 days
93	★	Door Submittal Returned	Wed 5/10/23	14 days
94	★	Steel doors and Frames - Shop drawings	Thu 4/20/23	14 days
95	★	Steel Doors and Frames - Templates for Hardware	Thu 4/20/23	14 days
96	★	Steel Doors and Frames - mfg cut sheets	Thu 4/20/23	14 days
97	★	Hollow metal doors and frames - Shop Drawings	Thu 4/20/23	14 days
98	★	Hollow metal doors and frames - Labels	Thu 4/20/23	14 days
99	★	Flush Wood Doors - Product Data	Thu 4/20/23	14 days
100	★	Flush Wood Doors - Shop Drawings	Thu 4/20/23	14 days
101	★	Overhead Door Submittal Received	Fri 3/31/23	14 days
102	★	Overhead Door Submittal Returned	Thu 4/20/23	14 days
103	★	Overhead doors - Mfg Data Sheet	Thu 4/20/23	14 days
104	★	Overhead Doors - Shop Drawings	Wed 5/10/23	14 days
105	★	Overhead Doors - Color Chips	Thu 4/20/23	14 days
106	★	Overhead Doors Verification Samples	Thu 4/20/23	14 days

Mar. 12, '23 | Mar. 19, '23 | Mar. 26, '23 | Apr. 2, '23 | Apr. 9, '23 | Apr. 16, '23 | Apr. 23, '23 | Apr. 30, '23 | May 7, '23 | May 14, '23 | May 21, '23 | May 28, '23 | Jun 4, '23

Project: NPR Fire station 2 - sub  
Date: Fri 3/24/23

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond icon
- Summary: Thick blue bar
- Project Summary: Thin blue bar
- Inactive Task: Light blue bar
- Inactive Milestone: Dotted light blue bar
- Inactive Summary: Thin light blue bar
- Manual Task: Blue bar with white outline
- Duration-only: Thin grey bar
- Manual Summary Rollup: Blue bar with white outline
- Manual Summary: Blue bar with white outline
- Start-only: Blue bar with white outline
- Finish-only: Blue bar with white outline
- External Tasks: Blue bar with white outline
- External Milestone: Blue bar with white outline
- Deadline: Blue bar with white outline
- Progress: Blue bar with white outline
- Manual Progress: Blue bar with white outline

ID	Task	Task Name	Duration	Start	Mar. 12, '23	Mar. 19, '23	Mar. 26, '23	Apr. 2, '23	Apr. 9, '23	Apr. 16, '23	Apr. 23, '23	Apr. 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
107	★	Glass, Glazing and Storefront Submittal Received	14 days	Fri 3/31/23													
108	★	Glass, Glazing and Storefront Submittal Returned	14 days	Thu 4/20/23													
109	★	Aluminum Storefront - Shop Drawings	14 days	Thu 4/20/23													
110	★	Aluminum Storefront - Sampels 3 sets metal finish	14 days	Thu 4/20/23													
111	★	Aluminum storefront - Florida product Approval	14 days	Thu 4/20/23													
112	★	Aluminum Storefront - Filed Test Report	14 days	Thu 4/20/23													
113	★	Aluminum storefront - Product Test Report	14 days	Thu 4/20/23													
114	★	Aluminum Storefront - Maintenance Instructions	14 days	Thu 4/20/23													
115	★	Aluminum Storefront - Preconstruction Sealant Compatibility and adhesion	14 days	Thu 4/20/23													
116	★	Aluminum Windows - Shop Drawings	14 days	Thu 4/20/23													
117	★	Aluminum Windows - Product Data	14 days	Thu 4/20/23													
118	★	Aluminum Windows Samples	14 days	Thu 4/20/23													
119	★	Glazing - Sample 12 inc square of each type of glass	14 days	Thu 4/20/23													
120	★	Glazing - Compatibility and adhesion test reports	14 days	Thu 4/20/23													
121	★	Plaster/Lath/Stucco Sample Submittal Received	14 days	Fri 3/31/23													
122	★	Plaster/Lath/Stucco Sample Submittal Returned	14 days	Thu 4/20/23													
123	★	Plaster on Lath - Stucco samples by finish	14 days	Thu 4/20/23													
124	★	Gypsum Submittal Received	14 days	Fri 3/31/23													
125	★	Gypsum Submittal Returned	14 days	Thu 4/20/23													

Project: NPR Fire station 2 - sub  
Date: Fri 3/24/23

Task Inactive Task  
 Split Inactive Milestone  
 Milestone Inactive Summary  
 Summary Manual Task  
 Project Summary Duration-only

Manual Summary Rollup External Milestone  
 Manual Summary Deadline  
 Start-only Progress  
 Finish-only Manual Progress  
 External Tasks



ID	Task	Task Name	Duration	Start
126	★	Gypsum Board - Shop Drawings	14 days	Thu 4/20/23
127	★	Gypsum Board - Product Data	14 days	Thu 4/20/23
128	★	Flooring Submittal Received	14 days	Fri 3/31/23
129	★	Flooring Submittal Returned	14 days	Thu 4/20/23
130	★	Floor Tile - Shop Drawings	14 days	Thu 4/20/23
131	★	Floor Tile - Product Data	14 days	Thu 4/20/23
132	★	Floor Tile - Manufacturer Certificate	14 days	Thu 4/20/23
133	★	Wall Tile - Shop Drawings	14 days	Thu 4/20/23
134	★	Wall Tile - Product data	14 days	Thu 4/20/23
135	★	Wall Tile - Manufactured Certificate	14 days	Thu 4/20/23
136	★	Acoustical Ceiling Tile Submittal Received	14 days	Fri 3/31/23
137	★	Acoustical Ceiling Tile Submittal Returned	14 days	Thu 4/20/23
138	★	Suspended ACT - Shop Drawings	14 days	Thu 4/20/23
139	★	Suspended ACT - Product Data	14 days	Thu 4/20/23
140	★	Suspended ACT - Samples of grid and tile	14 days	Thu 4/20/23
141	★	Suspended ACT - Mfg Installation instruction	14 days	Thu 4/20/23
142	★	Painting Submittal Received	14 days	Fri 3/31/23
143	★	Painting Submittal Returned	14 days	Thu 4/20/23
144	★	Painting - Product Data	14 days	Thu 4/20/23
145	★	Painting - Samples	14 days	Thu 4/20/23
146	★	Painting - Wall Surfaces	14 days	Thu 4/20/23
147	★	Painting - Extra Materials	14 days	Thu 4/20/23
148	★	Coatings for Concrete and Masonry - Product Data	14 days	Thu 4/20/23
149	★	Coatings for Concrete and Masonry - Two sets of color chips	14 days	Thu 4/20/23

Mar. 12, '23; Mar. 19, '23; Mar. 26, '23; Apr. 2, '23; Apr. 9, '23; Apr. 16, '23; Apr. 23, '23; Apr. 30, '23; May 7, '23; May 14, '23; May 21, '23; May 28, '23; Jun 4, '23

Project: NPR Fire station 2 - sub  
Date: Fri 3/24/23

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

ID	Task	Task Name	Duration	Start	Mar. 12, '23	Mar. 19, '23	Mar. 26, '23	Apr. 2, '23	Apr. 9, '23	Apr. 16, '23	Apr. 23, '23	Apr. 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
150	★	Coatings for Concrete and Masonry	14 days	Wed 5/10/23													
151	★	Verification samples	14 days	Thu 4/20/23													
152	★	Coatings for Concrete and Masonry - Mock	14 days	Fri 3/31/23													
153	★	Sto Submittal Received	14 days	Thu 4/20/23													
154	★	Sto Submittal Returned	14 days	Thu 4/20/23													
155	★	Sto Quick Gold Finish System - Product Data	14 days	Fri 3/31/23													
156	★	Signs Submittal Received	14 days	Thu 4/20/23													
157	★	Signs Submittal Returned	14 days	Thu 4/20/23													
158	★	Specialty Signs - Shop Drawings	14 days	Thu 4/20/23													
159	★	Specialty Signs - Product Data	14 days	Thu 4/20/23													
160	★	Specialty Signs Samples	14 days	Thu 4/20/23													
161	★	Specialty Signs - Manufacturers Installation	14 days	Thu 4/20/23													
162	★	Toilet Accessories Submittal Received	14 days	Fri 3/31/23													
163	★	Toilet Accessories Submittal Returned	14 days	Thu 4/20/23													
164	★	Toilet accessories - Product Data	14 days	Thu 4/20/23													
165	★	Toilet Accessories - Setting Drawings	14 days	Thu 4/20/23													
166	★	Toilet Accessories - Color selections and options	14 days	Thu 4/20/23													
167	★	Mechanical Submittal Received	14 days	Fri 3/31/23													
168	★	Mechanical Submittal Returned	14 days	Wed 5/10/23													
169	★	Mechanical - Technical data etc	14 days	Thu 4/20/23													
170	★	Mechanical - Shop Drawings	14 days	Thu 4/20/23													
171	★	Mechanical - Equipment supports	14 days	Thu 4/20/23													
172	★	Motors - Product Data	14 days	Thu 4/20/23													
173	★	Motors - Shop Drawings	14 days	Thu 4/20/23													
174	★	Motors - Coordination Drawings	14 days	Thu 4/20/23													
		Hangers and Supports - Product Data	14 days	Thu 4/20/23													

Project: NPR Fire station 2 - sub  
Date: Fri 3/24/23

Task Split Milestone Summary Project Summary

Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only

Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks

External Milestone Deadline Progress Manual Progress

ID	Task	Task Name	Duration	Start	Mar. 12, '23	Mar. 19, '23	Mar. 26, '23	Apr. 2, '23	Apr. 9, '23	Apr. 16, '23	Apr. 23, '23	Apr. 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
175	★	Hanger and Supports - Shop Drawings	14 days	Thu 4/20/23													
176	★	Hanger and Supports - Welding	14 days	Thu 4/20/23													
177	★	Plumbing - Product data	14 days	Thu 4/20/23													
178	★	Plumbing - Shop Drawings	14 days	Thu 4/20/23													
179	★	Plumbing - Samples	14 days	Thu 4/20/23													
180	★	Plumbing - Qualification Data	14 days	Thu 4/20/23													
181	★	Plumbing - Material Test Reports	14 days	Thu 4/20/23													
182	★	Plumbing - Field quality Control Reports	14 days	Thu 4/20/23													
183	★	Plumbing - Piping Mock Up	14 days	Thu 4/20/23													
184	★	Plumbing valves- Product Data	14 days	Thu 4/20/23													
185	★	Domestic Water Piping - Product Data	14 days	Thu 4/20/23													
186	★	Domestic Water Piping - Water Samples	14 days	Thu 4/20/23													
187	★	Domestic Water Piping - Field quality control Test reports	14 days	Thu 4/20/23													
188	★	Sanitary Waste and Vent Piping - Product D:	14 days	Thu 4/20/23													
189	★	Sanitary Waste and Vent Piping Shop Drawings	14 days	Thu 4/20/23													
190	★	Sanitary Waste and Vent Piping Field quality control and test reports	14 days	Thu 4/20/23													
191	★	Drainage Piping Specialties - Product Data	14 days	Thu 4/20/23													
192	★	Drainage Piping Specialties - FOG Systems	14 days	Thu 4/20/23													
193	★	Drainage Piping Specialties - Grease Interceptors	14 days	Thu 4/20/23													
194	★	Drainage Piping - Grease removal devices	14 days	Thu 4/20/23													
195	★	Drainage Piping Oil Interceptors	14 days	Thu 4/20/23													
196	★	Refrigerant Piping - Product Data	14 days	Thu 4/20/23													
197	★	Refrigerant Piping shop Drawings	14 days	Thu 4/20/23													

Project: NPR Fire station 2 - sub  
Date: Fri 3/24/23

Task  
 Split  
 Milestone  
 Summary  
 Project Summary

Inactive Task  
 Inactive Milestone  
 Inactive Summary  
 Manual Task  
 Duration-only

Manual Summary Rollup  
 Manual Summary  
 Start-only  
 Finish-only  
 External Tasks

External Milestone  
 Deadline  
 Progress  
 Manual Progress

ID	Task	Task Name	Duration	Start	Mar. 12, '23	Mar. 19, '23	Mar. 26, '23	Apr. 2, '23	Apr. 9, '23	Apr. 16, '23	Apr. 23, '23	Apr. 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
198	★	Refrigerant Piping Welding Certificates	14 days	Thu 4/20/23													
199	★	Refrigerant Piping Field Control Test Rports	14 days	Thu 4/20/23													
200	★	Refrigerant Piping Operating and Maintenance Data	14 days	Thu 4/20/23													
201	★	Piping Insulation - Product Data	14 days	Thu 4/20/23													
202	★	Piping Insulation - Product Description	14 days	Thu 4/20/23													
203	★	Piping Insulation Manufactureres installation instructions	14 days	Thu 4/20/23													
204	★	HVAC Submittal Received	14 days	Fri 3/31/23													
205	★	HVAC Submittal Returned	14 days	Wed 5/10/23													
206	★	Ductwork insulation - Product data	14 days	Thu 4/20/23													
207	★	Ductwork insulation - Product Description	14 days	Thu 4/20/23													
208	★	Ductwork insulation - Manufactureres installation instructions	14 days	Thu 4/20/23													
209	★	Ductwork Insulation - Product description and manufacturer instructions	14 days	Thu 4/20/23													
210	★	Plumbing Piping - Product data	14 days	Thu 4/20/23													
211	★	Plumbing Piping Data on Pipe materials	14 days	Thu 4/20/23													
212	★	Plumbing specialties - Shop drawings and product data	14 days	Thu 4/20/23													
213	★	Plumbing Fixtures - Product data	14 days	Thu 4/20/23													
214	★	Domestic Water Pumps - Product data	14 days	Thu 4/20/23													
215	★	Domestic Water Pumps - Shop Drawings	14 days	Thu 4/20/23													
216	★	Domestic Waer Pumps Operation and Maintenance Data	14 days	Thu 4/20/23													
217	★	Electric Water Heaters - Product Data	14 days	Thu 4/20/23													
218	★	Electric Water Heaters - Shop Drawings	14 days	Thu 4/20/23													
219	★	Electric Water Heaters - Product Certificate	14 days	Thu 4/20/23													

Task Inactive Task  
 Split Inactive Milestone  
 Milestone Inactive Summary  
 Summary Manual Task  
 Project Summary Duration-only

Manual Summary Rollup  
 Manual Summary  
 Start-only  
 Finish-only  
 External Tasks

External Milestone  
 Deadline  
 Progress  
 Manual Progress

Project: NPR Fire station 2 - sub  
 Date: Fri 3/24/23

ID	Task	Task Name	Duration	Start	Mar 12, '23	Mar 19, '23	Mar 26, '23	Apr 2, '23	Apr 9, '23	Apr 16, '23	Apr 23, '23	Apr 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
220	★	Electric Water Heaters - Seismic Qualification Data	14 days	Thu 4/20/23													
221	★	Electric Water Heater - Source Quality Control Test Reports	14 days	Thu 4/20/23													
222	★	Electric Water Heaters - Field Quality Control Test Reports	14 days	Thu 4/20/23													
223	★	Electric Water Heaters Operation and Maintenance Data	14 days	Thu 4/20/23													
224	★	Electric Water heater - Special Warranty	14 days	Thu 4/20/23													
225	★	Split System- Product Data	14 days	Thu 4/20/23													
226	★	Split System - Shop drawings	14 days	Thu 4/20/23													
227	★	Split System - Samples	14 days	Thu 4/20/23													
228	★	Split system - Field Quality Test Reports	14 days	Thu 4/20/23													
229	★	Split System - Operation and Maint Data	14 days	Thu 4/20/23													
230	★	Split System - Special Warranty	14 days	Thu 4/20/23													
231	★	Metal Ducts - Shop Drawings	14 days	Thu 4/20/23													
232	★	Metal Ducts Coordination Drawings	14 days	Thu 4/20/23													
233	★	Metal Ducts Weld Certs	14 days	Thu 4/20/23													
234	★	Metal Ducts Field Quality Control Test reports	14 days	Thu 4/20/23													
235	★	Metal Ducts - Mock up	14 days	Thu 4/20/23													
236	★	Ductwork Accessories - Product Data	14 days	Thu 4/20/23													
237	★	Ductwork Accessories - Shop Drawings	14 days	Thu 4/20/23													
238	★	Ductwork Accessories - Coordination Drawings	14 days	Thu 4/20/23													
239	★	Diffusers Registers and Grills - Product Data	14 days	Thu 4/20/23													
240	★	Diffusers Registers and Grills - Shop Drawing	14 days	Thu 4/20/23													
241	★	Diffusers Registers and Grills - Coordination Drawings	14 days	Thu 4/20/23													

Project: NPR Fire station 2 - sub  
Date: Fri 3/24/23

ID	Task	Task Name	Duration	Start	Mar. 12, '23	Mar. 19, '23	Mar. 26, '23	Apr. 2, '23	Apr. 9, '23	Apr. 16, '23	Apr. 23, '23	Apr. 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
242	★	Diffusers Registers and Grills - Samples Colo	14 days	Thu 4/20/23													
243	★	Verification	14 days	Thu 4/20/23													
244	★	Air Filters Product Data	14 days	Thu 4/20/23													
245	★	Air Filters - Shop Drawings	14 days	Thu 4/20/23													
246	★	Air Filters - Operation and Maintenance Data	14 days	Thu 4/20/23													
247	★	Test and Balance - 2 copies of Data	14 days	Thu 4/20/23													
248	★	Electrical Submittal Received	14 days	Fri 3/31/23													
249	★	Electrical Submittal Returned	14 days	Thu 4/20/23													
250	★	Electrical - Grounding and Bonding - Product Data	14 days	Thu 4/20/23													
251	★	Electrical Hangers - Coordination Drawings	14 days	Thu 4/20/23													
252	★	Electrical Hangers - Seismic Qualification Certificates	14 days	Thu 4/20/23													
253	★	Electrical Hangers - Welding Certificates	14 days	Thu 4/20/23													
254	★	Electrical Hangers - Product Data	14 days	Thu 4/20/23													
255	★	Electrical Hanger - Shop Drawings	14 days	Thu 4/20/23													
256	★	Electrical Hanger - Design Calculations	14 days	Thu 4/20/23													
257	★	Electrical Cabinets and Enclosures - Product Data	14 days	Thu 4/20/23													
258	★	Electrical Cabinets and Enclosures - Shop Drawings	14 days	Thu 4/20/23													
259	★	Electrical Engine Generators Product Data	14 days	Thu 4/20/23													
260	★	Electrical Engine Generator Shop Drawings	14 days	Thu 4/20/23													
261	★	Electrical Disconnect Switch - Product Data	14 days	Thu 4/20/23													
262	★	Electrical Disconnect Switch - Outline Drawings	14 days	Thu 4/20/23													
263	★	Electrical Disconnect Switch - NEMA 250	14 days	Thu 4/20/23													

Project: NPR Fire station 2 - sub  
Date: Fri 3/24/23

Task: Inactive Task  
Split: Inactive Milestone  
Milestone: Inactive Summary  
Summary: Manual Task  
Project Summary: Duration-only

Manual Summary Rollup: Manual Summary, Start-only, Finish-only, External Tasks  
External Milestone: Deadline, Progress, Manual Progress

ID	Task	Task Name	Duration	Start	Mar. 12, '23	Mar. 19, '23	Mar. 26, '23	Apr. 2, '23	Apr. 9, '23	Apr. 16, '23	Apr. 23, '23	Apr. 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
264	★	Electrical Panel Boards - Shop Drawings	14 days	Thu 4/20/23													
265	★	Electrical Panel Boards - Outline and support point dimensions	14 days	Thu 4/20/23													
266	★	Electrical Lighting Fixtures - Product Data	14 days	Thu 4/20/23													
267	★	Electrical Lighting Fixtures - Technical Data	14 days	Thu 4/20/23													
268	★	Electrical Lighting Fixtures - factory Calculations	14 days	Thu 4/20/23													
269	★	Electrical Lighting - Catalog Cuts	14 days	Thu 4/20/23													
270	★	Electrical Lighting Fixtures - Maintenance Da	14 days	Thu 4/20/23													
271	★	Fire Alarm - As Built drawings	14 days	Thu 4/20/23													
272	★	Fire Alarm - Training	14 days	Thu 4/20/23													

Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	

Project: NPR Fire station 2 - sub  
 Date: Fri 3/24/23

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**PROJECT:** New Port Richey Fire Station #2  
 5220 Grand Blvd  
 New Port Richey FL 34692

**ARCHITECT:** Spring Engineering

**PURCHASE ORDER #:**

**TO (Owner):** The City of New Port Richey Florida  
 5220 Grand Blvd  
 New Port Richey FL 34692

**CONTRACTOR:** E & L Construction Group  
 3040 Airpark Drive S  
 Flint, MI 48507

**APPLICATION DATE:** \_\_\_\_\_ **APPLICATION NUMBER:** 1

**ATTENTION:** Martin Field **PERIOD FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**CHANGE ORDER SUMMARY**

NUMBER	ADDITIONS	DELETIONS
1		
2		
3		
4		
<b>TOTALS</b>	0.00	
Net change by Change Orders		\$0.00

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702A, is attached  
 The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM . . . . . 4,290,074.00  
 Net Change by Change Orders . . . . . \$0.00  
 CONTRACT SUM TO DATE . . . . . 4,290,074.00

State of: MI County of: Genesee

TOTAL COMPLETED AND STORED TO DATE . . . . . -  
 RETAINAGE . . . . . 0.00  
 TOTAL EARNED LESS RETAINAGE . . . . . -  
 LESS PREVIOUS CERTIFICATES FOR PAYMENT . . . . . -  
 CURRENT PAYMENT DUE . . . . . -

The undersigned Contractor certifies that the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown here in is now due

**Contractor:** E & L CONSTRUCTION GROUP, INC

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
 Notary Public: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

**Architect:**

**By:**



AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing CONTRACTOR'S signed Certification is attached APPLICATION NUMBER: PURCHASE ORDER #: 1

DESCRIPTION (B)	SCHEDULED VALUE (C)	WORK COMPLETED PREVIOUS (D)	IN PLACE (E)	STORED MATERIAL (F)	COMPLETE & STORED AMOUNT (G=D+E+F)	% (H=C-G)	BALANCE TO FINISH (H=C-G)	RETAIN (I)
1 General Conditions	\$ 195,781.00					0%	\$195,781.00	\$0.00
3 Polished Concrete	\$ 7,950.00					0%	\$7,950.00	\$0.00
4 Concrete	\$ 217,855.00					0%	\$217,855.00	\$0.00
5 Masonry	\$ 246,962.00					0%	\$246,962.00	\$0.00
6 Structural Steel	\$ 312,540.00					0%	\$312,540.00	\$0.00
7 Architectural millwork	\$ 75,441.00					0%	\$75,441.00	\$0.00
8 Stucco	\$ 25,065.00					0%	\$25,065.00	\$0.00
9 Nichiha Panels	\$ 44,277.00					0%	\$44,277.00	\$0.00
10 ACM	\$ 78,704.00					0%	\$78,704.00	\$0.00
11 TPO Roofing	\$ 161,000.00					0%	\$161,000.00	\$0.00
12 Metal Doors and Frames	\$ 67,330.00					0%	\$67,330.00	\$0.00
13 Sectional Overhead Doors	\$ 78,320.00					0%	\$78,320.00	\$0.00
14 Storefront	\$ 195,125.00					0%	\$195,125.00	\$0.00
15 Drywall	\$ 181,383.00					0%	\$181,383.00	\$0.00
16 Acoustical Ceilings	\$ 8,900.00					0%	\$8,900.00	\$0.00
17 Flooring	\$ 59,897.00					0%	\$59,897.00	\$0.00
18 Painting	\$ 47,905.00					0%	\$47,905.00	\$0.00
19 Building Signage	\$ 57,668.00					0%	\$57,668.00	\$0.00
20 Toilet Accessories and Compartments	\$ 5,462.00					0%	\$5,462.00	\$0.00
21 Lockers	\$ 10,632.00					0%	\$10,632.00	\$0.00
22 Fire Extinguishers & Knox Box	\$ 1,993.00					0%	\$1,993.00	\$0.00
23 Window Shades	\$ 6,440.00					0%	\$6,440.00	\$0.00
24 Visual Display Boards	\$ 668.00					0%	\$668.00	\$0.00
25 Appliances	\$ 23,839.00					0%	\$23,839.00	\$0.00
26 Screened Porch	\$ 10,000.00					0%	\$10,000.00	\$0.00
27 Corner Guards	\$ 552.00					0%	\$552.00	\$0.00
28 Mirrored Wall	\$ 2,500.00					0%	\$2,500.00	\$0.00
29 Motorized Ceiling Mount Projector	\$ 2,256.00					0%	\$2,256.00	\$0.00
30 Open Grate Flooring	\$ 3,500.00					0%	\$3,500.00	\$0.00
31 Extractor	\$ 15,500.00					0%	\$15,500.00	\$0.00
32 Hose Reel	\$ 200.00					0%	\$200.00	\$0.00
33 TV's	\$ 2,880.00					0%	\$2,880.00	\$0.00
34 Shower Curtain Rods	\$ 260.00					0%	\$260.00	\$0.00
35 Flag Pole	\$ 6,004.00					0%	\$6,004.00	\$0.00
36 Fire Suppression	\$ 41,876.00					0%	\$41,876.00	\$0.00
37 Plumbing	\$ 286,960.00					0%	\$286,960.00	\$0.00
38 HVAC	\$ 316,824.00					0%	\$316,824.00	\$0.00
39 Purvis Tear and Go	\$ 109,030.00					0%	\$109,030.00	\$0.00
40 Site work	\$ 411,622.00					0%	\$411,622.00	\$0.00
41 Well Cap	\$ 3,500.00					0%	\$3,500.00	\$0.00
42 Chain Link Fence	\$ 12,500.00					0%	\$12,500.00	\$0.00
43 Landscape and Irrigation	\$ 44,083.00					0%	\$44,083.00	\$0.00
44 Electric	\$ 415,200.00					0%	\$415,200.00	\$0.00
45 Alternate 1	\$ 184,128.00					0%	\$184,128.00	\$0.00
46 Alternate 7	\$ 16,204.00					0%	\$16,204.00	\$0.00
47 Allowance	\$ 70,000.00					0%	\$70,000.00	\$0.00
48 Contingency	\$ 200,000.00					0%	\$200,000.00	\$0.00
49 Credit for Extractor	\$ (15,500.00)					0%	-\$15,500.00	\$0.00
50 Bond	\$ 31,898.00					0%	\$31,898.00	\$0.00
51 BUILDERS RISK INSURANCE	\$ 6,959.00					0%	\$6,959.00	\$0.00
<b>AIA TOTALS</b>	<b>\$4,290,074.00</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>\$4,290,074.00</b>	<b>\$0.00</b>

**ATTACHMENT 2**

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

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**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

**Part II: State Funded**

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

**Part III: Other Audit Requirements**

N/A

**Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): SFMGrant@myfloridacfo.com

or

Paper (hard copy):  
Lauren Tingle  
Department of Financial Services  
200 East Gaines Street  
Tallahassee, Florida 32399-0340

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

**Part V: Record Retention**

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

**EXHIBIT 1**

**Federal Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources  
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Subject to Section 215.97, F.S.:**

1. State Project A:

State Project: Local Government Fire Service Grants

State Awarding Agency: State of Florida, Department of Financial Services

Catalog of State Financial Assistance Title and Number: Local Government Fire Service Grants,  
43.009

Amount: \$ 1,120,000.00

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded  
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement #FM927 between the Grantee and the Department, entered in State Fiscal Year 2024 - 2025.

**Attachment 3**  
**Index of Applicable Laws and Regulations**

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)  
Chapter 119, F.S. (public records and exceptions to disclosure)  
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)  
Section 216.1366, F.S. (inspection of records)  
Section 286.101, F.S. (foreign gifts and contracts)  
Section 286.25, F.S. (sponsorship)  
Section 287.133, F.S. (convicted vendor list)  
Section 287.134, F.S. (discriminatory vendor list)  
Section 287.137, F.S. (antitrust violator vendor list)  
Americans with Disabilities Act  
Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)  
Section 215.34, F.S. (return or recoupment of funds)  
Section 215.97, F.S., Florida Single Audit Act  
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)  
Section 273.02, F.S. (nonexpendable tangible personal property)  
Section 287.05805, F.S. (if funding is used for real property purchase or improvement)  
Section 287.0585, F.S. (payments to subcontractors)  
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)  
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)



DIVISION OF  
**STATE FIRE MARSHAL**  
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



FCO Grant Quarterly Status Report

Instructions: This form is to be completed by the grantee no less than once per quarter after the execution of the agreement and is to be done until all funds are dispersed. If you are also requesting reimbursement, please complete the reimbursement request form and attach the required documentation.

<b>Grantee:</b>		<b>Reporting Period:</b>		<b>Contract Number:</b>	
<b>Project Description:</b>					
<b>Attachments (Check):</b>		Notice to Proceed	<input type="checkbox"/>	Photos	<input type="checkbox"/>
Reimbursement Request	<input type="checkbox"/>	Cert. of Occupancy	<input type="checkbox"/>	Inspection Reports	<input type="checkbox"/>
Other:					
<b>1. Current Project Phase – Mark active phases and, if applicable, list percentage complete</b>					
Land Purchased	<input type="checkbox"/>	Design	<input type="checkbox"/>	Site Prep	<input type="checkbox"/>
Construction	<input type="checkbox"/>	Inspection	<input type="checkbox"/>	Project Complete	<input type="checkbox"/>
<b>2. Work Completed This Period:</b>					
<b>3. Work Anticipated Next Period:</b>					
<b>4. Problem Areas/Other Comments (Plan Revisions, Delays, Difficulties, etc):</b>					
<b>Grantee</b>	<b>Grantee Representative</b>				
	I certify that the information provided above is true and correct per the terms of the Grant Agreement.				
	<b>Date</b>	<b>Printed Name/Title</b>	<b>Signature</b>		
<b>Department</b>	<b>Comments/Notes</b>				
	<b>Review Date</b>	<b>Site Visit</b>	<input type="radio"/> Yes	<input type="radio"/> No	<b>Contract Manager Signature</b>

FOR REFERENCE ONLY  
DO NOT USE





DIVISION OF  
**STATE FIRE MARSHAL**  
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



**Grant Agreement**  
**Attachment 5 - Grantee Reimbursement Request**

I, \_\_\_\_\_, on behalf of  
 (Print name of Grantee's Grant Manager)

\_\_\_\_\_, do hereby certify for  
 (Print name of Grantee)

Contract No. \_\_\_\_\_ and Reimbursement Request No. \_\_\_\_\_ that:

- 1) The costs being claimed on this request are specifically for the Project represented to the State in the budget appropriation.
- 2) The costs being claimed on this request are for one or more of the construction components listed in the deliverable in Section 4, Deliverable, of the Scope of Work.
- 3) The Grantee has paid such costs under the terms and provisions of contracts relating directly to the Project.
- 4) The costs being claimed on this request were incurred after the date specified in Section C, Performance Period, of the Agreement document, and prior to the end of the Performance Period.
- 5) A duplicate invoice for the same services, supplies, materials, and/or labor set forth in the attached invoice has not been submitted, and will not be submitted, to another funding source for this Project.

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DO NOT USE

\_\_\_\_\_  
 Signature of Grantee's Grant Manager

\_\_\_\_\_  
 Print Name



DIVISION OF  
**STATE FIRE MARSHAL**  
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



**Reimbursement Detail**

<b>Request #</b>	<b>Grantee:</b>	
<b>Submit Date:</b>	<b>Grantee Address:</b>	
<b>Contract #</b>	<b>Grantee Contact:</b>	
<b>Deliverable:</b>		

Vendor	Invoice #	Invoice Date	Invoice Description	Reimbursement Requested
			Request Total	\$
			Total Previous Payments	\$
			Total Grant Amount	\$
			<i>Remaining Funds</i>	\$

FOR REFERENCE ONLY  
DO NOT USE

Grantee Certification: Sign here and complete the Grantee's Certification of Reimbursement Request on Page 1 to certify that the amount being requested for reimbursement is true and valid in accordance with the Agreement.

**Grantee Signature  
& Date:**

**SFM Use**

Contract Manager  
Receipt:

Component Checklist:	Vendor Invoice(s)	Payment	Tasks Performed	Funds Reconciled
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**DEPARTMENT OF FINANCIAL SERVICES**  
**Public Records Requirements**

**Addendum A**

**1. Public Records Access Requirements.**

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

**2. Public Records Requirements Applicable to All Contractors.**

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

**Addendum A**

1 of 2

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**3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

**Telephone: (850) 413-3149**  
**Email: [PublicRecordsRequest@myfloridacfo.com](mailto:PublicRecordsRequest@myfloridacfo.com)**  
**Mailing Address: The Department of Financial Services**  
**Office of Open Government**  
**PL-11, The Capitol**  
**Tallahassee, Florida 32399-0301**

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.