



**CITY COUNCIL REGULAR MEETING**  
**CITY OF NEW PORT RICHEY**  
**NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS**  
**5919 MAIN STREET, NEW PORT RICHEY, FLORIDA**  
**February 4, 2025**  
**6:00 PM**

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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 December 23, 2024 Special Meeting and January 7, 2025 Regular Meeting Minutes Page 3
5. Special Recognition of Pasco Young Marines Cpl. Eric Turnbough and Pfc. Audrey Pelno
6. Swearing-In of New Police Officer Scott Osarczuk
7. Presentation of Storm Ready Designation Certificate by the National Weather Service Tampa Bay
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. Cultural Affairs Committee Meeting Minutes - December 2024 Page 18
- b. Parks and Recreation Advisory Board Minutes - August through November 2024 Page 21
- c. Purchases/Payments for City Council Approval Page 31
- d. Budget Amendment - Library Donation Page 33
- e. Consideration of Year-End Amendment to the FY2023-2024 Adopted Budget Page 38

10. Public Reading of Ordinances

- a. First Reading, Ordinance No. 2025-2315: Amending Section 12.08.00 of the LDC RE: Home Based Businesses Page 42
- b. First Reading, Ordinance 2025-2317: Amendment to Police Pension Ordinance RE: Extending the Length of DROP Participation Page 52
- c. Second Reading, Ordinance No. 2024-2314: Amendments to Floodplain Ordinance Page 59

11. Business Items

- a. Acceptance of Donation from the Trinity Rotary Club to the Parks and Recreation Department Page 63
- b. Board Appointment: Courtney King-Merrill, Cultural Affairs Committee Page 65
- c. Appeal of Variance #2024-10-0022; Reduction in Front Yard Setback for 5326 Carlton Rd. Page 73
- d. Advanced Metering Infrastructure System (AMI) Project Close-Out Page 129
- e. ITB25-004 WWTP Clarifier No. 4 Clarifier Steel Recoating Bid Award Page 136
- f. ITB25-005 WWTP Clarifier No. 1 Gearbox Replacement Project Bid Award Page 146
- g. ITB25-006 WWTP Biosolids Hauling and Disposal Services Bid Award Page 200
- h. HR Position Reclassification and Corresponding Budget Amendment Page 209

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:** 2/4/2025  
**RE:** Approval of December 23, 2024 Special Meeting and January 7, 2025 Regular Meeting Minutes

**REQUEST:**

The request is for City Council to approve the minutes from the December 23, 2024 special meeting and the January 7, 2025 regular meeting.

**DISCUSSION:**

City Council conducted a special meeting on December 23, 2024 to approve a wet zone request for the New Year's Eve event in Railroad Square. City Council then met for their regularly scheduled meeting on January 7, 2025. The minutes from those meetings are attached for Council's review and approval.

**RECOMMENDATION:**

Staff recommends that City Council approve the minutes from the December 23, 2024 special meeting and the January 7, 2025 regular meeting as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
❑ December 23, 2024 Special Meeting Minutes	Backup Material
❑ January 7, 2025 Regular Meeting Minutes	Backup Material



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

NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS

5919 MAIN STREET, NEW PORT RICHEY, FLORIDA

December 23, 2024

4:00 PM

New Port Richey City Hall Council Chambers

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**ORDER OF**  
**BUSINESS**

1 Call to Order – Roll Call

The meeting was called to order by Mayor Davis at 4:00 p.m. Those in attendance were Mayor Chopper Davis, Deputy Mayor Kelly Mothershead, and Councilman Matt Murphy. Councilman Bertell Butler, IV arrived at 4:32 p.m. Councilman Peter Altman was excused.

Also in attendance were, City Manager Debbie L. Manns, Deputy City Clerk Nadine Ward, Deputy Police Chief Lauren Latona, Deputy Fire Chief Adam Darling, Assistant Public Works Director Colin Eichenmuller

2 Pledge of Allegiance

3 Moment of Silence

4 Business Items

a. Request to establish a wet zone on Railroad Square on New Year's Eve

City Manager Manns introduced the item to Council. She stated the request is to establish a "Wet Zone" on Railroad Square for the evening of New Years Eve beginning at 5:00pm and ending at 2:00 am. Ms. Manns explained the process of the Ball Drop and the need for the crane to be positioned in the roadway. Ms. Manns informed Council that as of right now the organizer has not turned in a Certificate of Insurance naming the City of New Port Richey additionally insured. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Council approved the "wet zone" and extended the deadline for the organizer to turn in the COI to Friday, Dec 27, 2024. If the COI is not turned in the crane cannot be used. Councilman Butler inquired about cleanup tasks and if there was a fee that is issued. Ms. Manns explained that the cleanup fee as well as overtime wages for Police and Fire has been built into the event budget and had not been waived. Ms. Manns informed Council that all surrounding business had been informed of the event and none had any objections.

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

5 Communications

None.

6 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 4:10 p.m.

(signed) \_\_\_\_\_  
Nadine Ward, Deputy City Clerk

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

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



**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

January 7, 2025  
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, and Councilwoman Matt Murphy. Councilman Peter Altman arrived at 6:01 p.m. and Councilman Bertell Butler, IV. Bertell arrived at 6:06 p.m.

Also in attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, Deputy City Clerk Nadine Ward, Finance Director Crystal Dunn, Fire Chief Chris Fitch, Public Works Director Robert Rivera, Police Chief Bob Kochen, Library Director Andi Figart, Technology Solutions Director Leanne Mahadeo, Human Resources Director Arnel Wetzel and Senior Planner Lisa Algieri.

2. Pledge of Allegiance

3. Moment of Silence

4. Approval of December 17, 2024 Work Session and Regular Meeting Minutes

Motion was made to approve the minutes as presented.

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

5. Proclamation Arbor Day

Environmental Committee Chair Dell dechant and Tom Oniell accepted the proclamation from Mayor Davis. Proclamation Read by City Attorney Driscoll.

6. Proclamation Hot Tea Month

White Heron Tea Room Business owner Kelly Hackman accepted the proclamation from Mayor Davis. Proclamation read by City Attorney Driscoll.

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:

- Kim Brust, 6545 Circle Blvd., NPR, President of Main Street Association shared an invitation to Council for two ribbon cuttings Jan 25 Gulf Shore Decor and Hudson Art And Decor. She also provided an update on the Tides of Time exhibit which highlighted the final steps of permitting and stated they are hoping for a spring install and unveiling.

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 Other. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

- a Cultural Affairs Committee Minutes - October and November 2024s
- b Library Advisory Board Minutes - August-October 2024
- c Purchases/Payments for City Council Approval

## 9 Public Reading of Ordinances

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

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a second and final reading of an ordinance to vacate a 35-foot portion of right-of-way on High Street from Grand Blvd. to Aspen St. She then highlighted the five conditions were proposed at first reading which were as follows:

- Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as “Properties”);
- Applicant developing the Properties, in accordance with the site plan and provisions of Ordinance Number 2024-2311 and all regulations, ordinances and laws as determined by City (herein referred to as the “Development”);
- Applicant obtaining Certificates of Occupancy from City for all structures and improvements in the Development;
- Applicant providing for the relocation of all utilities lying under, over or on the Right-of-Way at Applicant’s sole expense in a manner approved by the owner the utility infrastructure therein; and
- Applicant conveying to the City all right, title and interest it may have in the property currently subject to an ingress/egress easement in the City’s favor providing access to City’s proposed fire station under construction and lying adjacent to the Properties, in the form and manner provided by City.

She stated that there was some pushback from the financing institution when presented the conditions from the applicant. She stated there is an amended ordinance being presented this evening with the legal description and business impact estimate. There are also revised conditions which are as follows:

- Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as “Properties”);
- Applicant obtaining permits for site construction of the Properties, in accordance with the site plan and provisions of Ordinance Number 2024-2311 and all regulations, ordinances and laws as determined by City (herein referred to as the “Development”);
- Applicant providing a plan for the relocation of all utilities lying under, over or on the Right-of-Way at Applicant’s sole expense in a manner approved by the owner the utility infrastructure therein; and
- Applicant conveying to the City all right, title and interest in fee simple to the property currently subject to an ingress/egress easement in the City’s favor providing access to City’s proposed fire station under construction and lying adjacent to the Properties, within ninety (90) days of Applicant’s completion of the condition set forth in paragraph A hereof, in the form and manner provided by City.

City Attorney Driscoll stated that the precurser has been removed and a reverter clause has been added in its place.

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

- Eugene Cellentani, 5500 Manatee Point Drive, NPR spoke regarding the recommendation that developer only was required to get the permit only and concerned that the developer would possibly not develop.

With no one else coming forward Mayor Davis returned the floor to Council. City Attorney Driscoll explained the reverter clause and the final condition proposed. Councilman Altman then spoke about the proposed bicycle trail.

Motion was made to approve the ordinance upon its second and final reading with an amendment to the language in Section 4 of the Reverter Section in the third line to state "and substantial completion of construction under the issued permits and continue on as determined by the City Manager."

Motion made by Pete Altman and seconded by Kelly Mothershead. The Motion Passed. 4-1. Ayes: Altman, Davis, Mothershead, Murphy Nays: Butler

b First Reading, Ordinance No. 2024-2314: Amendments to Floodplain Ordinance

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a first reading of an ordinance to amend Chapter 22 - Flood Damage Prevention of the City's Land Development Code to provide for the definition of substantial improvement and a reduction in review time from five years to two years. She stated that as Council will recall, an emergency ordinance related to this issue was brought before you for consideration at your special meeting on October 21, 2024. The attached ordinance is the permanent ordinance which will provide for the definition of substantial improvement and a reduction in review time from five years to two years. The Land Development Review Board reviewed this matter at a special meeting on November 21, 2024 and recommended approval. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Councilman Butler spoke regarding reducing the rollback period to one year. City Attorney Driscoll asked to include an amendment to the motion to state that within section three that all ordinances in conflict with the provisions of this ordinance and specifically Emergency Ordinance No. 2024-2312 are hereby repealed to the extent of such conflict. Motion was made to approve the ordinance upon its first reading with the change from two years to one year and the language stated by City Attorney Driscoll regarding the conflicts.

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



10 Business Items

a Cultural Affairs Committee Request for Funding RE: Riverside Cultural Concert Series

City Manager Manns introduced Library Director Andi Figart who then presented the item to Council. She stated that the purpose of this agenda item was to approve funding support in the amount of \$750.00, for a spring Riverside Concert Series featuring culturally significant performers and performances. The proposed lineup for the spring Riverside Concert Series lineup features a curated collection that showcases the diverse traditions, music, and artistry of different cultures:

- *The Shaelyn Band* touches on the roots of Black history
- *Garbage Men* is an Earth-conscious musical group that uses instruments made from repurposed items
- *Hungrytown* is a folk duo with original folk ballads
- *Rene Schlegal* is an original artist with unique local flavor.

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

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

b Board Re-Appointment: Beverly Barnett, Land Development Review Board

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the re-appointment of Beverly Barnett as member to the Land Development Review Board. She stated that Ms. Barnett has been a member of the Land Development Review Board since 2018. Her current term expired on June 1, 2024 therefore she has submitted her application seeking re-appointment to the board. If approved, Ms. Barnett's term will be for three years and will be up for renewal on January 7, 2028. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

c Board Appointment: Mike Peters, Land Development Review Board

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the appointment of Mike Peters as first alternate member to the Land Development Review Board. She stated that on December 11, 2024, Mike Peters submitted an application seeking membership on the Land Development Review Board. Mr. Peters faithfully served the residents of the City of New Port Richey during his time on City Council and she has no doubt that he will continue to serve the City well as first alternate member for the board. If approved, Mr. Peters' term will be for three years and will be up for renewal on January 7, 2028. Upon opening the floor to public comment, no one forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

d 2024 Stormwater Master Plan 10-Year Update

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to consider for approval the adoption of the 2024 Stormwater Utility System Master Plan Update for the City of New Port Richey's Stormwater Utility. The last time the Plan was updated was 2014. Mr. Rivera then highlighted the projects since the last update. He then introduced Robert Johnson from Environmental Consulting and Technology, Inc. who then presented the Master Plan to Council. Mr. Johnson began his presentation

by giving an overview of the project. He stated ten drainage improvements are being proposed. He then highlighted the regulatory constraints. He then highlighted the stormwater maintenance needs. He then highlighted the stormwater technologies. He then highlighted the level of service evaluation. Mr. Johnson then highlighted the current existing drainage conditions. He then highlighted the top ten BMP locations, concepts and funding. He then highlighted the top ten projects. The total estimated cost over the next ten years for all of the ten projects was \$9,870,259.94. He then highlighted funding sources. He then highlighted the next steps in the process. 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

- e Resolution No. 2025-10: Adopting the Flood Risk and Preparedness Public Information Committee Report

City Attorney Driscoll read the proposed resolution by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve a resolution which adopts the Flood Risk and Preparedness Public Information Committee's report. She stated that as Council may recall, the Flood Risk and Preparedness Public Information Committee (FRPPIC) was formed in July 2024 with the purpose of offering advisory opinions and recommendations to the City Council on best practices for information dissemination regarding flood risk and emergency preparedness. The formulation of the report identifies priority areas, determines priority audiences, provides an inventory of public information efforts, addresses community messaging, and outreach projects with an emphasis on pre-hurricane season, post-hurricane season, pre-event information and post-event information. 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 Kelly Mothershead. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

- f Fleet Maintenance/Utility Purchasing Warehouse Construction Project – Change Order No.2/Budget Amendment

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to review and consider for approval the attached Change Order No. 2 submitted by Hennessy Construction Services Corporation in the amount not to exceed \$70,091.11 for the Fleet Maintenance and Utility Warehouse Project and to also approve the attached budget amendment in the amount not to exceed \$70,100.00. He stated that a subsurface analysis of the site was performed by Central Florida Testing Laboratories as a sub-consultant of Stroud Engineering Consultants, Incorporated. Subsequent to the testing, an estimated 200 to 300 cubic yards of grout was estimated to stabilize the subsurface. Guidelines have been established for the amount that can be pumped. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

- g Resolution No. 2025-11: Ratifying the City Manager's Extension of the Permitting Fee Waivers

City Attorney Driscoll read the proposed resolution by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to formally approve and ratify the building permit fee waivers for repairs caused by Hurricanes Helene and Milton previously granted by the city manager for the time period between September 26, 2024, and January 15, 2025. She stated that as a result of the devastation created by Hurricanes Helene and Milton several initiatives were put

in place to assist property owners with tending to necessary home repairs. One of which was a program which accelerated the review of permit applications and allowed the waiver of building permit fees for property owners implementing repairs of damage caused by one of the hurricanes. Therefore, property owners have been afforded a full three-month period of time in which to pull a permit for their required work. She stated that the City has provided notice of the pending closure of the program on the city's website and on our social media pages. 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 Kelly Mothershead. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

11 Communications

Councilman Altman stated the sidewalks outside of City Hall are lifted due to the trees. He stated that next Monday is the annual work day for the Resiliency Steering Committee and he is proud of what they are planning to do. He stated that the City can be quick to design and develop a vision for how we will be in the future. He stated on May 15th and 16th at the Palmetto Marriott there will be a Resiliency Summit and encouraged other members to attend. He stated the City should try to present something and see if we can win an award. He then spoke about a student program for the summit. Councilman Altman stated that Pasco County will be having a budget discussion in mid-February regarding the Recreation Tax. He stated we should be aware of what they decide. He stated all of the cities have different circumstances. Councilman Altman stated his wife has had difficulty watching and hearing the recent meetings online so he would like updated feedback on how well our meetings are published. Councilman Butler stated he has received some texts regarding this issue as well and we need to get the audio correct on those meetings. He would like to include ADU's in the upcoming discussion. He wanted to recognize The White Heron and thanked Mrs. Hackman for taking a change on NPR. Deputy Mayor Mothershead stated the NYE event was like being in New York. She stated all of the businesses pitched in together. Councilman Murphy agreed and wished everyone a Happy New Year. Mayor Davis agreed as well and stated it did not get jammed until 11:30. He stated that this is the starting of a new year and we all have ideas what we want to do and let's put it on the list. City Manager Manns thanked staff for all of their hard work on the NYE event as it was last minute. We have an event that went off without a flaw.

12 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 7:55 p.m.

(signed) \_\_\_\_\_  
Nadine Ward, Deputy City Clerk

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

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

**ORDINANCE NO. 2024-2313**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR THE VACATION OF A PORTION OF THE RIGHT-OF-WAY KNOWN AS HIGH STREET, RUNNING BETWEEN ASPEN STREET AND GRAND BOULEVARD, AND SHOWN ON THE PLAT OF RUSH BROTHERS PALM HAVEN ADDITION TO NEW PORT RICHEY, RECORDED IN PLAT BOOK 2 PAGE 11 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND C E CRAFTS SUBDIVISION NO 5, RECORDED IN PLAT BOOK 2 PAGE 62 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the contract vendee of properties lying along and adjacent to the portion of the City right-of-way known as High Street, running between Grand Boulevard and Aspen Street, dedicated in the plats of Rush Brothers Palm Haven Addition to New Port Richey, recorded in plat book 2 page 11 of the public records of Pasco County, Florida and C E Crafts Subdivision No 5, recorded in plat book 2 page 62 of the public records of Pasco County, Florida, has requested the vacation of said right-of-way, as shown on the survey map and as legally described in Exhibit "A" attached hereto and incorporated herein (hereinafter "Right-of-Way");

WHEREAS, the owner of the Properties is currently HCA Squared, LLC, a Delaware limited liability company, and the Properties are under a bona fide real estate contract for conveyance to Applicant;

WHEREAS, the City Council has found that the subject application filed by or on behalf of NPR Grand 1, LLC., a Florida limited liability company (herein referred to as "Applicant") meets all of the criteria for approval of the vacation request, and that it would be in the best interest of the citizens of the City for the application to be granted;

WHEREAS, the Right-of-Way will no longer serve a public purpose upon the development of the Properties and the Right-of-Way;

WHEREAS, this vacation is conditioned upon the Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and developing the said properties and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"), in accordance with the site plan and provisions of said ordinance, providing for the relocation of all utilities lying under, over or on the Right-of-Way at Applicant's sole expense, and conveying to the City the property currently subject to an ingress/egress easement in the City's favor providing access to City's proposed fire station lying adjacent to the Properties; and

WHEREAS, it is declared as a matter of legislative determination and public policy that the provisions and prohibitions herein are necessary in the public interest; and it is further declared that the provisions and prohibitions herein are in pursuance of and for the purpose of securing and

promoting the public health, safety, welfare and quality of life in the City in accordance with the City's police powers.

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

**Section 1.**     **Vacation.** The City of New Port Richey, Florida, hereby vacates the portion of the right-of-way known as High Street dedicated in the plats of Rush Brothers Palm Haven Addition to New Port Richey, recorded in plat book 2 page 11 of the public records of Pasco County, Florida and C E Crafts Subdivision No 5, recorded in plat book 2 page 62 of the public records of Pasco County, Florida, and running between Aspen Street and Grand Boulevard, as shown on that certain survey prepared for this vacation request and more particularly described in the Legal Description and survey map attached hereto and made a part hereof as Exhibit "A" ("Right-of-Way").

**Section 2.**     **Title.** It is the City's intention that the City's interest in said Right-of-Way pass to the Applicant as owner of the properties adjacent to said right-of-way to the platted line of said right-of-way, as shown on the survey prepared for this vacation request and more particularly described in the Legal Description and survey map attached hereto and made a part hereof as Exhibit "A". The City of New Port Richey makes no warranties of any kind as to the title or ownership of the property being vacated, or as to the existence of any liens, easements or encumbrances against the same. This Ordinance shall only be construed to release any legal or equitable interest the City may have in the subject property. Nothing contained herein shall be construed to affect the rights of parties having an interest in the subject property prior to it becoming a City right-of-way.

**Section 3.**     **Conditions.** This vacation is hereby conditioned upon the following:

- A. Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties");
- B. Applicant obtaining permits for site construction of the Properties, in accordance with the site plan and provisions of Ordinance Number 2024-2311 and all regulations, ordinances and laws as determined by City (herein referred to as the "Development");

- C. Applicant providing a plan for the relocation of all utilities lying under, over or on the Right-of-Way at Applicant's sole expense in a manner approved by the owner of the utility infrastructure therein; and
- D. Applicant conveying to the City all right, title and interest in fee simple to the property currently subject to an ingress/egress easement in the City's favor providing access to City's proposed fire station under construction and lying adjacent to the Properties, within ninety (90) days of Applicant's completion of the condition set forth in paragraph A hereof, in the form and manner provided by City.

**Section 4.**     **Reverter.** All right, title and interest in the Right-of-Way shall revert to the City of New Port Richey upon the failure of Applicant or any successor in interest to comply with the conditions set forth herein in Section 3 hereof, and to substantially complete construction under the permits issued for the Development, as determined by the City Manager of the City, and Applicant or any successor in interest to Applicant shall upon thirty days' notice from the City Manager convey all right, title and interest thereto in fee simple to the City of New Port Richey, Florida. The provisions hereof shall be enforceable through injunctive relief, specific performance or other legal remedy.

**Section 5.**     **Reparcel.** The applicants shall replat or reparcel, as appropriate, the properties lying adjacent to the vacated right-of-way, to combine each said lot or parcel, together the portion of the right-of-way adjacent thereto, as a single parcel, and any subdividing, reparcelling or replatting of said parcel shall hereafter be prohibited without approval of the City of New Port Richey.

**Section 6.**     **Laws Applicable.** Nothing contained herein shall be construed to alter the application of all City laws, regulations and ordinances to the subject property.

**Section 7.**     **Effective Date.** This Ordinance shall become effective immediately upon final passage as required by law and Applicant's completion of the condition set forth in Section 3A hereof to the satisfaction of City as certified by City's city manager. This ordinance shall not be recorded until the city manager has certified completion of the condition as set forth hereafter.

**Section 8. Conflict with Other Ordinances and Codes.** All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

**Section 9. 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.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 17th day of December, 2024, and read and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 7<sup>th</sup> day of January, 2025.

ATTEST:

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

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

(Seal)

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

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney CA Approved 1-10-25

**CERTIFICATION**

I HEREBY CERTIFY that the condition in section 3A of this Ordinance has been met and satisfied as set forth herein and this Ordinance is in full force and effect this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Debbie L. Manns, City Manager

GENERAL NOTES

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE GRID BEARING OF SOUTH 89°49'52" EAST, FOR THE SOUTH BOUNDARY LINE OF BLOCK 1, RUSH BROS. PALM HAVEN ADDITION TO NEW PORT RICHEY AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 2, PAGE 11 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.

RIGHT-OF-WAY VACATION DESCRIPTION

HIGH STREET RIGHT-OF-WAY VACATION

A PORTION OF HIGH STREET LOCATED BETWEEN THE EASTERLY RIGHT-OF-WAY LINE OF GRAND BOULEVARD AND THE WEST RIGHT-OF-WAY LINE OF ASPEN STREET LYING IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 3, RUSH BROS. PALM HAVEN ADDITION TO NEW PORT RICHEY AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 2, PAGE 11 OF THE PUBLIC RECORDS OF SAID PASCO COUNTY FOR A POINT OF BEGINNING; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID BLOCK 3 SOUTH 89°49' 52" EAST, A DISTANCE OF 400.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 3, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF ASPEN STREET; THENCE SOUTH 00°10' 08" WEST, A DISTANCE OF 35.00 FEET TO THE NORTHEAST CORNER OF LOT 16, BLOCK 1, C.E. CRAFTS SUBDIVISION NO. 5 AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 2, PAGE 62 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 1, NORTH 89°49' 52" WEST, A DISTANCE OF 400.00 FEET TO THE NORTHWEST CORNER OF LOT 23 OF SAID BLOCK 1; THENCE NORTH 00°10' 08" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

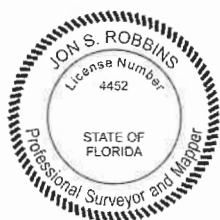
THE ABOVE DESCRIBED PARCEL CONTAINS 0.32 ACRES MORE OR LESS.

(CLOSES 0.000' J.M.M.)

PRECISION SURVEYING & MAPPING, INC.

CERTIFICATE OF AUTHORIZATION NO. LB-6734

7080 RED OAK LOOP  
NEW PORT RICHEY, FLORIDA 34654  
727-841-8414



WORK ORDER NO: 240070  
FOR: CITY OF NEW PORT RICHEY  
DATE OF SKETCH: DECEMBER 9, 2024

SHEET 1 OF 2

**Jon S Robbins**

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.

Digitally signed by Jon S Robbins  
DN: cn=Jon S Robbins,  
dnQualifier=A01410C00001922AB49810000001E, o=Unaffiliated, c=US  
Location: 7080 Red Oak Loop, New Port Richey, Florida 34654  
Reason: I am the author of this document  
Contact info: 727-841-8414  
Date: 2024.12.10 09:22:50-05'00'

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

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

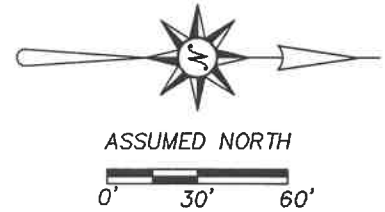
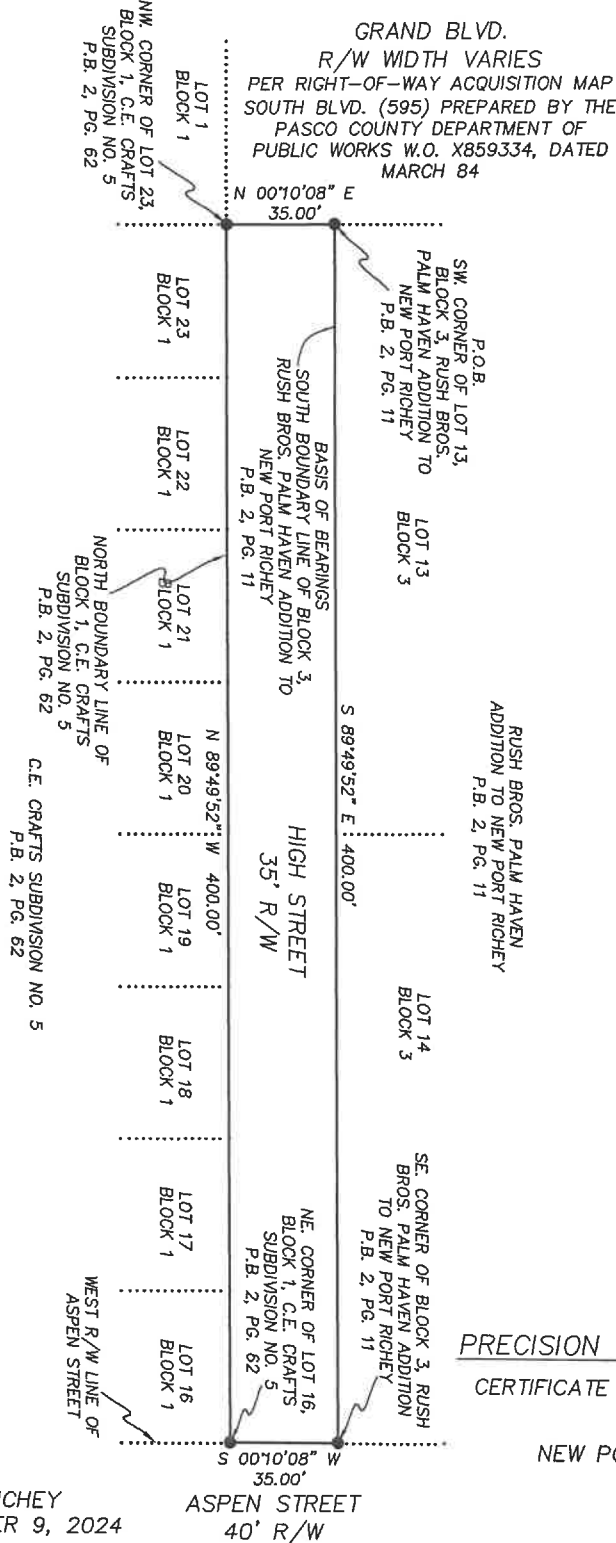


SEC. 8, TWP. 26 S., RNG. 16 E.

GENERAL NOTES

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE GRID BEARING OF SOUTH 89°49'52" EAST, FOR THE SOUTH BOUNDARY LINE OF BLOCK 1, RUSH BROS. PALM HAVEN ADDITION TO NEW PORT RICHEY AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 2, PAGE 11 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.
3. THIS SKETCH IS NOT COMPLETE WITHOUT THE DESCRIPTION

SKETCH OF DESCRIPTION  
HIGH STREET R/W VACATION



LEGEND

- P.G. = PAGE
- RNG. = RANGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- P.B. = PLAT BOOK
- R/W = RIGHT-OF-WAY
- P.O.B. = POINT OF BEGINNING

PRECISION SURVEYING & MAPPING, INC.

CERTIFICATE OF AUTHORIZATION NO. LB-6734

7080 RED OAK LOOP  
NEW PORT RICHEY, FLORIDA 34654  
727-841-8414

WORK ORDER NO: 240070  
FOR: CITY OF NEW PORT RICHEY  
DATE OF SKETCH: DECEMBER 9, 2024

SHEET 2 OF 2

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

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



# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Andrea Figart, New Port Richey Public Library Director  
**DATE:** 2/4/2025  
**RE:** Cultural Affairs Committee Meeting Minutes - December 2024

**REQUEST:**

The request before City Council is to review and consider approving the attached minutes from the December 18, 2024, Cultural Affairs Committee Meeting.

**DISCUSSION:**

The Cultural Affairs Committee recommends and advises the City Council regarding financial sponsorship that supports opportunities for the community to participate in enriching cultural activities, exhibits, programs, concerts, and more.

The Cultural Affairs Committee holds monthly meetings to discuss upcoming cultural happenings in the New Port Richey community. The committee also makes funding recommendations to City Council in support of bringing cultural events to those who live, work, and visit New Port Richey.

For your consideration and review, please find the attached minutes and agenda packet from the December 18, 2024, Cultural Affairs Committee Meeting. The meeting minutes were reviewed, corrected, and approved at the Committee's most recent meeting held on January 15, 2025.

The 6:30 pm meeting will be in the Avery Room at the New Port Richey Public Library. The public is invited to attend.

**RECOMMENDATION:**

The recommendation before City Council is to review and accept the minutes from the December 18, 2024, Cultural Affairs Committee Meeting.

**BUDGET/FISCAL IMPACT:**

none

**ATTACHMENTS:**

Description	Type
☐ Cultural Affairs Committee December 18, 2024, Meeting Minutes	Backup Material

# NEW PORT RICHEY CULTURAL AFFAIRS COMMITTEE MEETING

December 18, 2024 - 6:30 p.m.  
NPR Public Library

## MINUTES

ANY PERSON DESIRING TO APPEAL ANY DECISION, 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 TRANSCRIBED 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)

*Please be conscientious of the time to assist with maintaining 1-1.5 hour overall meeting length.*

**WELCOME and ROLL CALL** - Members present - Beth Fregger, Kim Brust, Vincent Gaddy, Richard Melton, Dave Folds, Susie Saxe. City liaison, Andi Figart. Guest Courtney King-Merrill

**REVIEW and APPROVAL OF MINUTES** from November 20, 2024 - minutes were approved as read. Motion to approve - Kim Brust, seconded - Dave Folds

I. **VOX POP**- Andi Figart introduced Courtney King-Merrill as a potential new member.

### II. NEW BUSINESS

- A. CAC's formal recommendation to Council on 1/7 to utilize council funds for co-sponsorship of the Riverside Concert Series. Kim Brust suggested utilizing the Main Street podcast to support the series.
- B. A discussion was opened regarding marketing for C.A.C. events and inclusion on the city calendar. Jessie Brock, City Marketing Specialist, will attend C.A.C. meetings or be made aware of C.A.C. events.
- C. C.A.C. Membership - Potential New Member - Courtney King-Merrill

### III. CONTINUING BUSINESS

- A. C.A.C. Budget FY25 – City Council budgeted \$10,000 for use by C.A.C.
- B. Review of C.A.C. Funding Request Form - Beth Fregger will proof form.

#### IV. ANNOUNCEMENTS/OTHER

Culture in our Community News and Updates:

- Andi Figart will invite Larnelle Smith to the February meeting.
- Suggested to host an R & B, gospel, jazz, or reggae event in April with a local cultural organization. Discussion continued about utilizing a D.J., food trucks, and local R & B radio stations such as 101.5, for co-sponsorship.
- Dave Folds will be reaching out to the Chinese Temple regarding potential events the C.A.C. can support. Andi Figart will share information about the upcoming Vietnamese New Year Festival at the Vincent De Paul Church.

V. **NEXT MEETING** - January 15, 2025 6:30 p.m.

VI. **ADJOURNMENT** - Meeting adjourned at 7:40 p.m. Kim Brust made a motion to adjourn, seconded by Susie Saxe.

Respectfully submitted,

Beth Fregger



# NEW PORT RICHEY

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

---

**TO:** City of New Port Richey City Council  
**FROM:** Kevin Trapp, Acting Parks and Recreation Director  
**DATE:** 2/4/2025  
**RE:** Parks and Recreation Advisory Board Minutes - August through November 2024

**REQUEST:**

The request before the City Council is to review and approve the Parks and Recreation Advisory Board minutes for August 2024, September 2024 and November 2024.

**DISCUSSION:**

The Parks and Recreation Advisory Board meets monthly. The Parks and Recreation Advisory Board has approved minutes from their August 2024, September 2024 and November 2024 meetings. The next Parks and Recreation Advisory Board meeting is scheduled for January 8th, 2025, at 5:30pm in the Oak Room at the New Port Richey Recreation and Aquatic Center, which is located at 6630 Van Buren Street. The public is invited to attend.

**RECOMMENDATION:**

The recommendation before City Council is to review and accept the minutes for the August 2024, September 2024 and November 2024 City of New Port Richey Parks and Recreation Advisory Board meeting minutes.

**BUDGET/FISCAL IMPACT:**

**ATTACHMENTS:**

Description	Type
☐ August 2024 Meeting Minutes	Backup Material
☐ September 2024 Meeting Minutes	Backup Material
☐ November 2024 Meeting Minutes	Backup Material

# **PARKS & RECREATION ADVISORY BOARD MEETING MINUTES**

**August 14, 2024**

The regular meeting of the Parks & Recreation Advisory Board was held at the Recreation & Aquatic Center and called to order at 5:30pm on Wednesday, August 14, 2024. Board Members Chairman David Schrader, Carolyn Marlowe, Rob Oman, Tad Clements and Kevin Robinson were in attendance. Launi Schmutz-Harden has moved out of the City limits and is no longer a member of the Board. Stephen Blanchard was not in attendance.

## **1. APPROVAL OF MINUTES**

- The June 11, 2024 minutes were unanimously approved. There was no meeting in the month of July.

## **2. OLD BUSINESS**

- Advisory Board member recruitment  
Kevin and Tad were welcomed to their first meeting as Advisory Board members and they were thanked for attending the budget workshop and supporting the Parks & Recreation department.
- Recreational trails program (RTP)  
The presentation for the Grey Preserve grant request was postponed, but a new date has not yet been set. Once the date is set, we will communicate it to the Board members.

## **3. NEW BUSINESS**

- City of New Port Richey Centennial Celebration  
The Rec Center will host a guided historical sunset paddle on Friday, Aug. 16<sup>th</sup>. Departure will be from James E. Grey Preserve between 5:30pm and 5:45pm and will end at Sims Park. Also, as part of the Celebration, Game Show Night at the Rec will be held on Friday, Sept. 20<sup>th</sup> from 6:00pm – 8:00pm. Both events are free to participate in.  
Dave gave an overview of the Centennial Weekend events being held October 25<sup>th</sup>, 26<sup>th</sup> and 27<sup>th</sup>. Everybody was informed about the Centennial swag that is currently being sold. Flags are \$25 and pins are \$3.

- **FY 24-25 Budget Process Update**  
The status of the budget process was updated and the dates of the upcoming meetings were given.
- **Tentative Capital Improvement document / project list**  
Information on sources of funding for the General and Capital Improvement Funds were given. A question was asked about the artificial turf project at the Rec center. An inquiry was made about the where the turf was going and Andre explained the layout. The access process improvements were discussed. Kevin R. asked whether or not a faster way of accessing the Rec center was part of the improvements discussed. Staff committed to review member quick access check-in process.
- **Summer camp wrap-up**  
The camp was a success with 11 weeks of creating memories. This year brought in approximately \$115,000.00 gross revenue and had an average of 125 kids attend per week.
- **Dogs in Parks: Follow-up**  
A copy of the city ordinance, number 2014-2028, § 2, 2-4-2014 and the County ordinance, number 16-29, § 3, 10-11-16 were handed out. Per the city ordinance, dogs are only permitted in Orange Lake Park, Cotee River Park, or any other park where signage is posted indicating that animals are permitted. The general consensus with staff and Board members was to review consistency of dog signage at all parks.
- **Staffing Update**  
Currently, there are two open positions; Aquatics Manager and Fitness Center Supervisor. The question was asked whether there are any internal employees who could be promoted to either position and there is not. The Events Coordinator position duties are being handled by various staff members until the return of an employee out on leave.
- Carolyn Marlowe announced that this is her last meeting due to moving outside City limits. She is retiring from serving the Board after 21 years.

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

Staff provided a general overview of the upcoming events.

- Centennial Paddle Trip – Fri., Aug. 16<sup>th</sup>, depart Grey Preserve (5:30pm-5:45pm), end at Sims Park (7:00pm-7:30pm)
- Movie Night – Fri., Aug. 16<sup>th</sup> approx. 8:30pm, Sims Park
- Fall Pool Schedule – Mon, Aug. 12<sup>th</sup> – Sun., Oct. 27<sup>th</sup> (Lap Pool only – weekday, all pools open, Sat & Sun)
- 4<sup>th</sup> Friday Bazaar – Aug. 23<sup>rd</sup>, Sept. 27<sup>th</sup>, Oct. 25<sup>th</sup>, 6-10pm, Railroad Square

- Kids Night Out – Sat., Aug. 3<sup>rd</sup> & Sat, Sept. 7<sup>th</sup>, 6pm-9pm, Rec & Aquatic Center
- End of Summer Spectacular – Sat., Aug. 31<sup>st</sup>, Sims Park
- Cottee River Clean-up – Sat., Sept. 14<sup>th</sup>, 8:30am
- Concerts in the Park – Sat., Sept. 14<sup>th</sup> (Santana), Fri., Oct. 18<sup>th</sup> (Prince), 7:00pm, Sims Park
- Stronger Together Walk – Sat., Sept. 21<sup>st</sup>, 5:00pm-8:00pm, Sims Park
- Walk to End Alzheimer's – Sat., Sept 28<sup>th</sup>, 9:00am-12:30pm, Sims Park & Orange Lake
- Cotee River Bike Fest – Fri., Oct. 11<sup>th</sup> through Sun., Oct. 12<sup>th</sup>, Sims Park & Downtown
- One Community Now Pack the Park Event – Sat., Oct. 19<sup>th</sup>, 10:00am – 3:00pm, Sims Park & Orange Lake
- Adult Basketball League Season – Aug. 28<sup>th</sup> – Oct. 30<sup>th</sup>
- Youth Basketball League Season – Sept. 14<sup>th</sup> – Nov. 16<sup>th</sup>, ages 8-15
- Gameshow Night at the Rec (Centennial themed) – Fri., Sept. 20<sup>th</sup>, 6:00pm-8:00pm, Rec & Aquatic Center
- Halloween Dance – Sat., Oct 12<sup>th</sup>, 5:00pm – 8:00pm, Rec & Aquatic Center

The meeting adjourned at 6:27pm.

Respectfully submitted,  
 Krista J. Schiano



# **PARKS & RECREATION ADVISORY BOARD MEETING MINUTES**

**September 18, 2024**

The regular meeting of the Parks & Recreation Advisory Board was held at the Recreation & Aquatic Center and called to order at 5:30pm on Wednesday, September 18, 2024. Board Members Chairman David Schrader, Rob Oman, Tad Clements and Kevin Robinson were in attendance. Stephen Blanchard was not in attendance.

## **1. APPROVAL OF MINUTES**

- The August 13, 2024 minutes were unanimously approved.

## **2. OLD BUSINESS**

- City of New Port Richey Centennial Celebration  
Dave discussed the weekend activities and gave details of the events. Volunteers are needed. A car show will be held on September 28<sup>th</sup>, along with two other events. For more information, the website is 100NPR.org.
- Dogs in the Parks: follow-up  
Information was being presented at the request of Stephen and because he was not present, the topic is tabled until the next meeting.
- RAC Staffing Update  
Fitness and Aquatics both still have positions open. Two new PT positions have been requested.

## **3. NEW BUSINESS**

- Holiday events overview  
The Light up the Night event will occur on Friday, December 6<sup>th</sup>. The Boat Parade will be on Saturday, December 7<sup>th</sup> and the Street Parade will be on Saturday, December 14<sup>th</sup>. More details will follow once planning has begun.
- Scholarship program discussion  
Kevin asked whether or not the scholarship program should be expanded, such as including the summer camp. Everyone agreed there should be further discussion and more details will be proposed in a future meeting.

- Project updates list  
The locker room renovation project is just about complete. The shade canopies out on the pool deck are going to be replaced and poles will be painted
- Summer camp wrap-up  
The camp was a success with 11 weeks of creating memories. This year brought in approximately \$115,000.00 gross revenue and had an average of 125 kids attend per week.
- August event wrap-ups  
The paddle trip for the Centennial Celebration was a success. Approximately 30 to 40 people participated. Kids Night Out was held and had 36 kids in attendance. The End of Summer Spectacular was well attended with approximately 1,000 people.

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

Staff provided a general overview of the upcoming events.

- Concerts in the Park – Sat., Sept. 14<sup>th</sup> (Santana), Fri., Oct. 18<sup>th</sup> (Prince), Sat., Nov. 23<sup>rd</sup> (Taylor Swift), 7:00pm, Sims Park  
It was mentioned that when the concerts let out, it's quite chaotic on Main Street. Right by Beef O' Brady's the crossing gets extremely hectic
- Gameshow Night at the Rec (Centennial themed) – Fri., Sept. 20<sup>th</sup>, 6:00pm-8:00pm, Rec & Aquatic Center
- Cotee River Clean-up – Sat., Sept. 21<sup>st</sup>, 8:30am-11:00am
- Stronger Together Walk – Sat., Sept. 21<sup>st</sup>, 10:00am-1:00pm, Sims Park
- Walk to End Alzheimer's – Sat., Sept 28<sup>th</sup>, 9:00am-12:30pm, Sims Park & Orange Lake
- Oktoberfest – Sat., Sept. 28<sup>th</sup>, 3:00pm-11:00pm, Commons on Grand
- Cotee River Bike Fest – Fri., Oct. 11<sup>th</sup> through Sun., Oct. 13<sup>th</sup>, Sims Park & Downtown
- Halloween Dance – Sat., Oct 12<sup>th</sup>, 5:00pm – 8:00pm, Rec & Aquatic Center
- One Community Now Pack the Park Event – Sat., Oct. 19<sup>th</sup>, 10:00am – 3:00pm, Sims Park & Orange Lake
- Centennial Celebration Weekend – Fri., Oct. 25<sup>th</sup> through Sun., Oct. 27<sup>th</sup>
- Light up the Night – Fri., Dec. 6<sup>th</sup>, Time: TBD, Sims Park
- Holiday Street Parade – Sat., Dec 14<sup>th</sup>, 6pm, Downtown NPR
- Adult Basketball League Season – Aug. 28<sup>th</sup> – Oct. 30<sup>th</sup>

- Youth Basketball League Season – Sept. 14<sup>th</sup> – Nov. 16<sup>th</sup>, ages 8-15

The meeting adjourned at 6:04pm.

Respectfully submitted,  
Krista J. Schiano

# **PARKS & RECREATION ADVISORY BOARD MEETING MINUTES**

**November 13, 2024**

The regular meeting of the Parks & Recreation Advisory Board was held at the Recreation & Aquatic Center and called to order at 5:30pm on Wednesday, November 13, 2024. Board Members Chairman David Schrader, Rob Oman, Stephen Blanchard Tad Clements and Kevin Robinson were in attendance.

## **1. APPROVAL OF MINUTES**

- The September 18, 2024 minutes were unanimously approved.

## **2. OLD BUSINESS**

- City of New Port Richey Centennial Celebration  
Chairman Schrader said the event was a success and gave credit to the Recreation and Aquatics center for helping with the event. The drone show received a lot of attention and was a big highlight of the event. Kevin proposed making this an annual Founder's Day Event. The Board was interested in this idea. Staff will work on what this event will look like and will bring event ideas to a future meeting.
- RAC Staffing Update  
Application review process for the two open positions is ongoing. Staff will be reaching out to see who is still interested and move forward with starting the interview process. This applies to both the Aquatics Manager and Fitness Center Supervisor positions.

Mr. Blanchard requested that the Dogs in City Parks Ordinance be discussed further. Staff provided Mr. Blanchard with a general overview of the conversation that ensued from previous meetings. At previous meetings, consistency of signage stood out as an area to focus on moving forward. Dogs in Parks is regulated by a City Ordinance which requires City Council approval. Board members briefly discussed ideas on how to recommend changes to the ordinance. The Board would like to have this ordinance be discussed at future meetings prior to presenting their recommendations to the City Council.

## **3. NEW BUSINESS**

- Holiday events overview

Mr. Trapp provided an overview of upcoming holiday events which includes Light Up the Night is December 6<sup>th</sup>, the Cotee River Boat Parade is December 7<sup>th</sup>, Movie Night featuring Elf is December 13<sup>th</sup>, the Holiday Street Parade is December 14<sup>th</sup>, and Toys for Tots hosted at the Recreation Center is scheduled December 21<sup>st</sup>. Staff requested for Board members to volunteer if available for the Light Up the Night event.

- Storm Recovery

Mr. Julien talked about the impact that Hurricane's Helene and Milton had on the Recreation & Aquatic Center and throughout all City Parks. Hurricane Helene's impact was felt primarily throughout the City Parks due to the significant storm surge. There was a large number of downed trees and broken branches throughout all City Parks due to the strong winds associated with Hurricane Milton. At the Recreation & Aquatic Center, the facility lost power during the hurricane. The back up generator for the facility suffered significant damages which caused it to go offline. The Parks and Recreation team assisted Public Works with various post storm clean-up efforts.

- Holiday hours

The Recreation & Aquatic Center center will be closed on Thanksgiving Day and the day after Thanksgiving. The facility will reopen on November 30<sup>th</sup>.

- Membership Sale

Staff presented this year's Annual Membership Sale to the Advisory Board. The sale will begin on December 9<sup>th</sup> and will run through December 23<sup>rd</sup>. The sale features a 20% discount for City residents and a 10% discount for non-residents. The Board was in favor of offering the sale again this year. This item will go for approval at the December 3<sup>rd</sup> City Council Meeting.

- Event Wrap Ups

Staff provided an overview of the past month's events.

Cotee River Cleanup

- Participants: 100, 10 kayaks/paddleboards (60 participants in previous years)
- The event is in partnership with Keep Pasco Beautiful for a county wide cleanup.
- Each City Park had a volunteer group cleaning the park.

Halloween Dance

- Participants: 54 pre-registered + 33 day of = 87 participants
- Gross Revenue: \$708
- Activities included: DJ and themed activities
- Planning to do the event next year

#### Puppy Paddle

- Participants: 79 dogs, 109 owners
- Gross Revenue: \$395
- Planning to do the event next year

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

Staff provided a general overview of the upcoming events.

- Concerts in the Park – Sat., Nov. 23<sup>rd</sup> (Taylor Swift), 7:00pm, Sims Park
- Pasco Walk to End Alzheimer’s – Sat., Nov. 16<sup>th</sup>, 9:00am-12:30pm, Sims Park & Orange Lake \*rescheduled due to Hurricane Helene\*
- Movie Nights – Fri., Nov. 22<sup>nd</sup> (Despicable Me 4) & Fri., Dec. 13<sup>th</sup> (Elf), 6:00pm, Sims Park
- Light up the Night – Fri., Dec. 6<sup>th</sup>, starts @ 5:00pm, Sims Park
- Christmas Boat Parade – Sat, Dec 7<sup>th</sup>, starts at 6:00pm, Cotee River
- Holiday Street Parade – Sat., Dec 14<sup>th</sup>, starts at 6pm, Downtown NPR
- Toys for Tots – Sat., Dec. 21<sup>st</sup>, 8:00am – 4:30pm, Rec & Aquatic Center
- Winter Camp – Dec. 23<sup>rd</sup> through Jan. 3<sup>rd</sup>, 7:30am to 5:30pm, Ages:5-12, Rec & Aquatic Center
- Cotee River Bike Fest – Fri., Jan 17<sup>th</sup> through Sun., Jan 19<sup>th</sup>, Sims Park & Downtown NPR \*rescheduled due to Hurricane Helene\*
- Youth Basketball League Season – ongoing until Nov. 23<sup>rd</sup>

The meeting adjourned at 6:03pm.

Respectfully submitted,  
Krista J. Schiano



# NEW PORT RICHEY

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

---

**TO:** City of New Port Richey City Council  
**FROM:** Crystal M. Dunn, Finance Director  
**DATE:** 2/4/2025  
**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

Hennessy Construction Services New Fleet Maintenance & Warehouse Facility	\$45,614.25
--	-------------

RECURRING EXPENDITURES OVER \$25,000

Pasco County BOCC Animal Services Annual Fee	\$148,615.00
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Duke Energy December Usage	\$144,184.26
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Truist Equipment Finance Corp Loan Payment	\$117,979.49
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Enterprise FM Trust Lease for City Vehicles	\$86,885.96
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SYNAGRO Disposal of Bio-Solids	\$56,739.68
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# 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:** 2/4/2025  
**RE:** Budget Amendment - Library Donation

**REQUEST:**

The City Council is asked to review and approve the following amendment to the FY25 Adopted Budget, which would allow for the acceptance and use of an estate distribution, and donations from library members and Friends of the Library, to support various projects.

**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 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 donations and results in an overall increase of \$6,345 to the Library Department's Budget

**ATTACHMENTS:**

Description	Type
□ Budget Amendment & Support	Backup Material



**BUDGET AMENDMENT REQUEST**

Date 1/21/2025

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

**INCREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001 366930	General	Contributions - Library	50,500	6,345	56,845
001051 46414	General	Automobile - Book Mobile	95,000	5,350	100,350
001051 45299	General	Operating Supplies - Misc	1,800	40	1,840
001051 45296	General	Misc Program Costs	20,000	955	20,955

**DECREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget

**Explanation:** to accept and appropriate donations for use towards various projects at the library.

Requested By: Andi Figart  
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: \_\_\_\_\_



TO: Crystal Dunn, Finance Director  
FROM: Andrea Figart, Library Director  
DATE: Monday, January 6, 2025  
RE: Donations from Library Members and the Friends of the Library

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Crystal,

During the past month, the Library has been honored to receive several donations from library members and the Friends of the Library.

Could these donations be presented to the City Council for their consideration and approval to support various library projects?

<b>Donor</b>	<b>Amount Donated</b>	<b>Deposit into Line Item</b>
Friends of the Library	\$750.00	45296 Miscellaneous Program
Ron Howarth	\$40.00	45299. Operating Supplies
Kristine Ann Cimmy	\$5.00	45296 Miscellaneous Program
Allan and Georgia Pedracine	\$100.00	45296 Miscellaneous Program
Devaney Realty Inc	\$100.00	45296 Miscellaneous Program

LAW OFFICES  
SARAH E. WILLIAMS, P.A.  
840 BEACH DRIVE N.E.  
ST. PETERSBURG, FLORIDA 33701  
[www.sarahewilliams.com](http://www.sarahewilliams.com)

Telephone: 727-898-6525

Facsimile: 727-898-6528

January 6, 2025

THE PALADIUM  
c/o SPC Foundation  
P. O. Box 13489  
St. Petersburg, FL 33733

SALVADOR DALI MUSEUM  
1 Dali Boulevard  
St. Petersburg, FL 33701

MUSEUM OF FINE ARTS  
255 Beach Drive NE  
St. Petersburg, FL 33701

THE MAHAFFEY THEATER  
300 1<sup>st</sup> Street S  
St. Petersburg, FL 33701

THE FLORIDA ORCHESTRA  
244 2<sup>nd</sup> Avenue North 4<sup>th</sup> Floor  
St. Petersburg, FL 33701

GOODWILL INDUSTRIES-  
SUNCOAST  
10596 Gandy Boulevard  
St. Petersburg, FL 33702

THE SALVATION ARMY  
4950 34<sup>th</sup> Street N  
St. Petersburg, FL 33714

SEASIDE SEABIRD  
SANCTUARY  
18328 Gulf Boulevard  
Indian Shores, FL 33784

ST. PETERSBURG, MIRROR  
LAKE LIBRARY  
280 5<sup>th</sup> Street N  
St. Petersburg, FL 33701

NEW PORT RICHEY PUBLIC  
LIBRARY  
5939 Main Street  
New Port Richey, FL 34652

THE JAMES MUSEUM OF  
WESTERN & WILDLIFE ART  
150 Central Avenue  
St. Petersburg, FL 33701

SOUTHEASTERN GUIDE  
DOGS, INC.  
4210 77<sup>th</sup> Street East  
Palmetto, FL 34221

CLEARWATER MARINE  
AQUARIUM  
249 Windward Passage  
Clearwater, FL 33767

PASCO COUNTY LIBRARY  
SYSTEM, REGENCY PARK  
LIBRARY  
c/o Office of the County Attorney  
8731 Citizens Drive, Suite 340  
New Port Richey, FL 34654

RE: Estate Administration of John H. Cordes

Dear Beneficiaries:


We are now ready to distribute the proceeds of this estate. Since this is a small estate with 14 charitable organizations as Beneficiaries, we are reaching out to you all to determine if a Formal Accounting is required or if each Beneficiary is willing to sign a Waiver and Consent to Distribution. I am enclosing a proposed Plan of Distribution in lieu of a Formal Accounting and a Waiver to expedite this matter. If you are willing to Waive the Formal Accounting, please sign the enclosed Waiver and return it to our office at your first opportunity and we will immediately forward a proceeds check once all Waivers have been received.

If you do require a Formal Accounting, please contact our office with your request. Please note that all Beneficiaries must agree to Waive the Formal Accounting for us to move directly to the distribution of estate assets.

We look forward to hearing from you.

Sincerely yours,

SARAH E. WILLIAMS, P.A.



Lisa Anderson, Paralegal to  
Sarah E. Williams, Esquire

Enclosures

IN THE CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA  
PROBATE DIVISION

IN RE: ESTATE OF

File No. 24-008459-ES

JOHN H. CORDES,

Deceased.

**PROPOSED PLAN OF DISTRIBUTION**

Remaining proceeds of Estate	\$ 76,903.48
Hold for final expenses and taxes	\$ 2,000.00
Divided equally among beneficiaries (7.14% each)	\$ 5,350.24



# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Crystal M. Dunn, Finance Director  
**DATE:** 2/4/2025  
**RE:** Consideration of Year-End Amendment to the FY2023-2024 Adopted Budget

## REQUEST:

The City Council is asked to review and approve the accompanying year-end budget amendment to the FY2023-2024 Adopted Budget, which would allow for the transfer of funds across departments in the General Fund, Capital Improvement Fund, Water & Sewer Fund, and the Central Garage.

- Transfers in the General Fund largely relate to the following:
  - Increase in revenues largely relate to receipts of unbudgeted Waste Hauler Franchise Fees, FEMA Reimbursement for costs related to Hurricane Idalia, increase in receipts for both Civil and Code Fines, interest earned on investments, and insurance reimbursement proceeds.
  - Decrease in General Fund revenues is reflected through a duplicate line item presented as Other Intergovernmental Revenue and Pasco County Co-op Agreement budgeted in the Water & Sewer Construction Fund. The difference is offset by an increase to the General Fund Prior Year Fund Balance.
  - Lobbying costs which ultimately resulted in a state appropriation for funding assistance with the Fire Station Relocation Project. Small increase in Other Charges for the replacement of conference room chairs. Both proposed adjustments can be seen in the City Manager's budget.
  - Advertising cost increases are reflected in the City Clerk's budget.
  - The increased maintenance and fuel costs of the police fleet are reflected in the Police Department's budget.
  - Additional costs for property appraisals and the costs associated with the NPR promotional video are reflected in the Development Department's budget.
  - Facilities Maintenance and Public Works Departments had an increase in HVAC repairs, contractual services, janitorial supplies, fuel, and electricity for city facilities.
  - Recreation and Aquatics experienced an increase in both gas and electricity for the fiscal year, as well as the costs associated with the repairs to the Aquatics Center pump room.
  - Discretionary Surtax (Penny for Pasco) budgeted use of revenues is reflected in the Capital Improvement Fund as both a funding source and a transfer to the General Fund. Funding for the Recreation and Aquatic Center Improvements, Pool Slide Resurfacing, and the Shade Canopies was presented and approved in the Capital Improvement Program and funding is reflected through the yearend budget amendment request. Additional costs associated with the lease program for City fleet in both the police and fire departments, which was initially funded through the same funding source, is reflected in the yearend amendment request.
- The transfers in the Water & Sewer Fund cover shortages in Reclaimed Water and Water Pollution Control. The largest overages are related to utility meter purchases, electricity usage at city facilities, and unforeseen price increases for chemicals.
- The final request for funding is related to the unforeseen fuel pump repairs at the Central Garage.

## DISCUSSION:

The City's Purchasing Policy states that the City Council may by motion transfer part or all of any unencumbered appropriation balance from one (1) department and office to another.

## RECOMMENDATION:

It is recommended that City Council approve the accompanying amendment to the FY2023-2024 Adopted Budget.

**BUDGET/FISCAL IMPACT:**

Budget impact is reflected on the accompanying budget amendment request.

**ATTACHMENTS:**

Description	Type
□ Budget Amendment & Support	Backup Material



**BUDGET AMENDMENT REQUEST**

Date 9/30/2024

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

**INCREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget
301 312610	Capital Improvement	1-Cent Infrastructure Surtax	4,161,190	672,865	4,834,055
301581 49152	Capital Improvement	Transfer to General Fund	364,270	672,865	1,037,135
001 381600	General	Transfer fr Capital Impr Fund	1,524,040	672,865	2,196,905
001092 46299	General	Building Improvements	-	337,635	337,635
001094 46399	General	Impr.Other Than Bldg-Misc	-	127,020	127,020
001 335240	General	St. Excise Tax - Police Pension	225,000	35,650	260,650
001 323700	General	Garbage Hauling	-	158,000	158,000
001 331580	General	FEMA Reimbursement	-	116,000	116,000
001 335125	General	Municipal Revenue Sharing	913,830	21,170	935,000
001 351110	General	Civil Infraction Fines	130,000	359,000	489,000
001 354100	General	Code Enforcement Fines	97,000	714,000	811,000
001 361100	General	Interest on Investments	10,000	164,000	174,000
001 364420	General	Insurance Proceeds	-	88,180	88,180
001 389900	General	Prior Year Fund Bal.-Undesigna	132,500	825,650	958,150
001021 43199	General	Professional Svcs - Misc	20,000	16,290	36,290
001021 44999	General	Other Charges - Misc	200	4,300	4,500
001023 44911	General	Legal Advertising	20,000	7,190	27,190
001061 44463	General	Lease - Automobile(s)	-	12,640	12,640
001064 42216	General	Police Pens. - State Funds	217,000	43,650	260,650
001064 44463	General	Lease - Automobile(s)	225,000	186,170	411,170
001064 44631	General	Central Garage Maint. Svc	3,000	34,160	37,160
001064 45211	General	Fuel	130,000	48,350	178,350
001064 45289	General	Automotive Parts	3,000	99,230	102,230
001071 44463	General	Lease - Automobile(s)	14,820	8,340	23,160
001073 42213	General	Firemens Pension Fund	244,010	49,230	293,240
001073 42311	General	Health Insurance - Reg.	232,000	23,240	255,240
001073 44463	General	Lease - Automobile(s)	22,950	1,060	24,010
001080 43199	General	Professional Svcs - Misc	-	18,010	18,010
001092 44311	General	Electric - City Facilities	115,000	51,970	166,970
001094 44341	General	Gas (Propane/Natural)	13,000	5,580	18,580
001094 46299	General	Building Improvements	-	64,570	64,570
001101 46399	General	Impr. Other Than Bldg-Misc	16,120	8,420	24,540
001106 42311	General	Health Insurance - Reg.	45,050	4,780	49,830
001106 43454	General	HVAC	97,190	9,810	107,000
001106 44311	General	Electric - City Facilities	53,000	4,980	57,980
001106 45251	General	Janitorial Supplies	47,000	4,950	51,950
001102 43499	General	Contractual Svcs - Misc	69,210	7,720	76,930
001102 45211	General	Fuel	35,000	6,270	41,270
					-
401 369900	Water & Sewer	Other Misc Revenue	1,000	7,580	8,580
401 369710	Water & Sewer	Returned Check Charge	5,000	11,460	16,460
401 361250	Water & Sewer	Interest - FMIvT	10,000	20,880	30,880
401107 45271	Water & Sewer	Meters	70,000	28,350	98,350
401108 44999	Water & Sewer	Other Charges - Misc	5,000	8,580	13,580
401112 44311	Water & Sewer	Electric - City Facilities	280,000	175,340	455,340
401112 45221	Water & Sewer	Chemicals	180,000	43,880	223,880
501591 46399	Fleet	Impr. Other Than Bldg-Misc.	-	10,890	10,890



**DECREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001 322100	General	Building Permits	925,000	206,500	718,500
001 322300	General	Certificate of Use Permits	35,000	35,000	-
001 329600	General	Tree Removal/Replacement	10,000	10,000	-
001 331280	General	Identity Theft & Fraud Grant	10,000	10,000	-
001 334280	General	State EBT SNAP Program	20,000	11,930	8,070
001 338200	General	Mun.Share - County Occ. Lic	15,000	6,900	8,100
001 339100	General	Other Intergovernmental Revenue	2,000,000	2,000,000	-
001 341330	General	Magistrate / Court Fees	30,000	30,000	-
001 341400	General	Cert. Copying & Record Search	75,000	30,000	45,000
001 347270	General	Lesson Fees	12,000	8,050	3,950
001 347280	General	Percentage of Classes	35,000	9,630	25,370
001 351100	General	Court Fines	70,000	69,470	530
001 359120	General	Contraband Forfeitures	5,000	5,000	-
001 369300	General	Refund of Prior Year Exp.	5,000	5,000	-
001 369900	General	Other Miscellaneous Revenue	15,000	8,520	6,480
001022 44523	General	Automobile & Truck Insurance	131,400	24,320	107,080
001022 44966	General	Employee Incentives	12,200	9,600	2,600
001024 44134	General	Data Lines	30,000	13,120	16,880
001024 46399	General	Impr. Other Than Bldg-Misc	35,000	10,820	24,180
001024 46418	General	Software	204,000	62,770	141,230
001081 43181	General	Professional Services - Planning	115,000	89,950	25,050
001081 43199	General	Professional Services - Misc.	70,000	38,750	31,250
001081 43499	General	Contractual Svcs - Misc	25,000	19,360	5,640
001081 44011	General	Travel & Training	9,200	8,730	470
001081 45111	General	Office Supplies - General	13,320	9,560	3,760
001081 45211	General	Fuel	4,000	4,000	-
001081 45225	General	Software Licenses / Support	9,450	4,000	5,450
001081 45243	General	Computer Supplies	11,000	5,410	5,590
001110 43433	General	Lawn Maintenance	150,800	49,640	101,160
001110 43499	General	Contractual Svcs - Misc	20,000	6,530	13,470
001110 45341	General	Sod - Seed	50,000	32,700	17,300
401105 43199	Water & Sewer	Professional Svcs - Misc	105,000	87,860	17,140
401105 45261	Water & Sewer	Raw Water	3,067,390	28,770	3,038,620
401109 41299	Water & Sewer	Regular Salaries & Wages	188,890	15,450	173,440
401109 45225	Water & Sewer	Software Licenses / Support	4,000	3,600	400
401111 41299	Water & Sewer	Regular Salaries & Wages	264,490	51,220	213,270
401111 46399	Water & Sewer	Impr. Other Than Bldg-Misc	171,430	14,710	156,720
401113 42311	Water & Sewer	Health Insurance - Reg.	107,720	14,620	93,100

501591 43446	Fleet	Parts - Resale	140,000	10,390	129,610
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**Explanation:** Year end budget amendment to cover/adjust for overages

Requested By: \_\_\_\_\_  
Department Head

Approved By: \_\_\_\_\_  
Finance Director  
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:** Debbie L. Manns, ICMA-CM, City Manager  
**DATE:** 2/4/2025  
**RE:** First Reading, Ordinance No. 2025-2315: Amending Section 12.08.00 of the LDC RE: Home Based Businesses

**REQUEST:**

The request is for City Council to conduct a first reading of an ordinance to amend Section 12.08.00 of the Land Development Code regarding Home Based Businesses.

**DISCUSSION:**

In 2021, the Florida Legislature enacted Section 559.955, Florida Statutes, which adopted local government restrictions on home-based businesses (a copy of which is attached hereto.) As a result of these adopted restrictions, the City's Land Development Code must be amended in order to ensure compliance with State law.

The Land Development Review Board reviewed this matter at their regular meeting on December 19, 2024 and recommended approval.

**RECOMMENDATION:**

Staff recommends that City Council conduct the first reading of an ordinance to amend Section 12.08.00 of the Land Development Code regarding Home Based Businesses as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
▣ Ordinance No. 2025-2315: Amending Section 12.08.00 of the LDC RE: Home Based Businesses	Ordinance
▣ LDRB Draft Minutes - December 19, 2024	Backup Material
▣ Chapter 2021-202, Laws of Florida RE: Enacting Section 559.995, Florida Statutes RE: Home Based Businesses	Backup Material

**ORDINANCE NO. 2025-2315**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF SECTION 12.08.00 OF CHAPTER 12 OF THE LAND DEVELOPMENT CODE, PERTAINING TO HOME OCCUPATIONS; PROVIDING FOR COMPLIANCE WITH FLORIDA STATUTE 559.955; PROVIDING HOME-BASED BUSINESSES IN ACCORDANCE WITH SAID STATUTE; PROVIDING FOR LIMITATIONS ON SUCH USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Florida Statutes § 163.3202(1) 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 29th, 1989, the City Council adopted Ordinance Number 1203, which Ordinance approved the City's Comprehensive Plan;

WHEREAS, on November 19th, 1991, the City Council adopted Ordinance Number 1268, which ordinance enacted the City's Land Development Code (LDC);

WHEREAS, the Florida Legislature enacted Section 559.955, Florida Statutes, which adopted local government restrictions on home-based businesses not addressed in the current Land Development Code, and it is the intent of this ordinance to be consistent and in conformance with the aforesaid statute;

WHEREAS, the LDC must be amended to be consistent with Florida Statutes;

WHEREAS, the Development Department has prepared a staff report in accord with LDC §5.04.02 to support adoption of the ordinance and concludes the ordinance is consistent with the requirements of that section, which staff report is incorporated herein by reference;

WHEREAS, this ordinance has been reviewed by the Land Development Review Board as required by law;

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

WHEREAS, the New Port Richey City Council finds it necessary to implement these regulations to promote the health, safety, and welfare of the citizens of New Port Richey.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA:**

**SECTION 1.** Section 12.08.00, of Chapter 12, of the New Port Richey Land Development Code, pertaining to home occupations, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

**12.08.00 Home-based businesses ~~occupations~~.**

A home-based business ~~occupation~~ shall be allowed in a residential property zoned for residential use ~~single family dwelling unit~~ subject to the following requirements in this section.:

1. Employees of the business must reside in the residential dwelling unit, except up to two additional employees or independent contractors residing elsewhere who may also work at the business. The business may have additional remote employees who do not work at the residential dwelling unit. No person other than members of the family residing on the premises shall be engaged in such occupation.
2. The use of the single family dwelling unit for activities of the home-based business ~~occupation~~ shall be secondary or clearly incidental and subordinate to the property's use as a residential dwelling purposes by its occupants, and shall not change the residential character of the structure.
3. As viewed from the street, the use of the residential property shall be consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. There shall be no change in the outside appearance of the structure or premises, or other visible evidence of the home occupation.
4. No home occupation shall occupy more than twenty (20) percent of the first floor area of the residence. No accessory building, freestanding or attached, shall be used for a home occupation.
45. Parking related to the business activities of the home-based business shall comply with all applicable standards of the Code of Ordinances, including Chapter 23 pertaining to traffic and motor vehicles, and the Land Development Code, including Chapter 11 pertaining to parking standards, as well as the following:
  - a. The need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted;
  - b. Any vehicle or trailer used in connection with the home-based business shall be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence;
  - c. Notwithstanding other provisions of the Code of Ordinances, no heavy equipment, including commercial, industrial, or agricultural vehicles, equipment, or machinery, shall be parked or stored on the property which is visible from any street or neighboring property; and
  - d. Nothing contained herein shall be construed to allow the parking of any vehicle at a home-based business residence that is not allowed at any residential property without a home-based business. No traffic shall be generated by such occupation in greater volumes than would normally be expected in a residential neighborhood,

~~and parking generated by the conduct of the home occupation shall be met off the street and other than the front yard, as required pursuant to this Code.~~

- ~~56. All home-based business activities shall not create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors, beyond what is allowed in the Code of Ordinances or Land Development Code for any residential property without a home-based business ~~No equipment, tools, or materials shall be used in such a home occupation which creates interference to neighboring properties.~~~~
- ~~67. The home-based business shall not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property ~~No retail sales may be permitted at such home occupations.~~~~
- ~~78. No home-based business activities shall involve the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids not otherwise allowed at any residential property without a home-based business ~~Outdoor storage of materials shall not be permitted.~~~~
9. ~~The following shall not be considered home occupations:~~
- ~~a. — Beauty shops, barber shops~~
  - ~~b. — Bank [band] instrument or dance instructors~~
  - ~~c. — Swimming lessons~~
  - ~~d. — Dining or tea rooms~~
  - ~~e. — Gift shops or any other retail sales activity~~
  - ~~f. — Food processing~~
  - ~~g. — Day care (except as a qualified family home day care center)~~
- ~~10. Reserved.~~
- ~~811. A home-based business occupation shall be subject to all applicable city ~~occupations~~ occupational licensing requirements, fees, and other business taxes.~~

**SECTION 2.** If any phrase or portion of this ordinance, or the particular application thereof, shall be held invalid or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases and their application shall not be affected thereby.

**SECTION 3.** Any ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4.** It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall be codified and made a part of the New Port Richey City Code, and that the sections of this ordinance may be renumbered to accomplish such codification, and that the word ordinance may be changed to “section” to accomplish such codification.

**SECTION 5.** This ordinance shall become effective immediately upon its adoption as provided by law.

The above and foregoing ordinance was read and approved on first reading at duly convened meeting of the City Council of the City of New Port Richey, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

The above and foregoing ordinance was read and approved on second reading at duly convened meeting of the City Council of the City of New Port Richey, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

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

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Timothy P. Driscoll, City Attorney

CA Approved 12-3-24



LAND DEVELOPMENT REVIEW BOARD - MINUTES  
CITY OF NEW PORT RICHEY  
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS  
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA  
December 19, 2024  
2:00 PM

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Chairman John Grey called the December 19, 2024 Land Development Review Board (LDRB) public meeting and hearing to order at 2:02 pm.

Mr. Grey 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

John Grey  
Don Cadle  
Dan Maysilles  
Robert Smallwood

Staff in Attendance

Lisa Algieri, Senior Planner  
Robert Tefft, Senior Planner  
Corey Wright

Mr. Grey led the pledge of allegiance.

Dr. Cadle made a motion to approve the minutes of the Board's meeting of October 24, 2024, subject to a change to reflect Mrs. deChant having stepped down from the Board at meetings end. Mr. Maysilles seconded the motion. The motion was approved unanimously.

Dr. Cadle made a motion to approve the minutes of the Board's meeting of November 21, 2024. Mr. Maysilles seconded the motion. The motion was approved unanimously.

**Case: VAR-24-10-0022 - 5326 Carlton Road**

Robert Tefft presented the staff report. Mr. Tefft discussed with the Board the three variances being requested, and that they were for the purpose of constructing a four-car garage addition to the existing single-family dwelling. Mr. Tefft informed the Board of the existing utility easement along the south property line and that the proposed addition would be within the easement. Mr. Tefft also discussed the six variance criteria and how the applicant's request was not in compliance, and that the Development Review Committee recommended denial of the variance requests.

The applicant, Mr. Soto, explained to the Board that the easement was no longer in use, that the existing trees would be retained and would not be damaged by the addition, that the property experienced four and one-half inches of water due to Hurricane Helene, and that other property's with similar setback encroachments exist in the area. When asked for specifics

by the Board, Mr. Soto provided the addresses 6448 and 6516 River Road and attempted to show these encroachments to the Board on his cell phone. Mr. Soto also introduced new evidence to the Board that was not in his application – photos of the alleged property allegedly during Hurricane Helene, and letters in support of his request.

One resident did speak in regard to the request; however, their name, address, and whether they were supportive of the application was unclear.

The Board members discussed the merits of the request. Mr. Smallwood made a motion to deny the variance requests. Dr. Cadle seconded the motion. The motion was approved unanimously and the variance application was denied.

**Case: Ordinance No. 2024-2315 - LDC Amendment for Home-Based Business**

Mr. Tefft presented the staff report. Mr. Tefft informed the Board that the proposed changes to the City's Home Occupation ordinance are necessary to be in compliance with State Statutes that adopted local government restrictions on home-based businesses.

The Board generally discussed the need for the proposed changes, and Mr. Maysilles questioned the specifics of some of the proposed changes and requested clarification as to how each of the current provisions of the ordinance would be amended. Dr. Cadle made a motion to recommend approval of the amendment to the Land Development Code. Mr. Smallwood seconded the motion. The motion was approved 3-1. Mr. Maysilles voted to deny the motion.

**Case: Ordinance No. 2024-2316 - Repeal of Ordinance No. 2024-2305**

Mr. Tefft presented the memorandum staff report and informed the Board that the recently approved moratorium on building permits for recently annexed properties was no longer needed, and that the proposed ordinance would repeal the moratorium.

Dr. Cadle made a motion to recommend approval of the ordinance. Mr. Maysilles seconded the motion. The motion was approved unanimously.

Meeting adjourned at 2:59 pm.



## CHAPTER 2021-202

### Committee Substitute for House Bill No. 403

An act relating to home-based businesses; creating s. 559.955, F.S.; prohibiting local governments from taking certain actions relating to the licensure and regulation of home-based businesses; specifying conditions under which a business is considered a home-based business; defining the term “heavy equipment”; authorizing home-based businesses to operate in areas zoned for residential use; specifying that home-based businesses are subject to certain business taxes; authorizing adversely affected current or prospective home-based business owners to challenge certain local government actions; authorizing the prevailing party in such challenge to recover specified attorney fees and costs; providing that certain existing and future residential association declarations and documents are not superseded by the act; providing that certain local laws, ordinances, or regulations are not superseded; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 559.955, Florida Statutes, is created to read:

559.955 Home-based businesses; local government restrictions.—

(1) Local governments may not enact or enforce any ordinance, regulation, or policy or take any action to license or otherwise regulate a home-based business in violation of this section.

(2) A home-based business that operates from a residential property as provided in subsection (3):

(a) May operate in an area zoned for residential use.

(b) May not be prohibited, restricted, regulated, or licensed in a manner that is different from other businesses in a local government’s jurisdiction, except as otherwise provided in this section.

(c) Is only subject to applicable business taxes under chapter 205 in the county and municipality in which the home-based business is located.

(3) For purposes of this section, a business is considered a home-based business if it operates, in whole or in part, from a residential property and meets the following criteria:

(a) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.

(b) Parking related to the business activities of the home-based business complies with local zoning requirements and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. Local governments may regulate the use of vehicles or trailers operated or parked at the business or on a street right-of-way, provided that such regulations are not more stringent than those for a residence where no business is conducted. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street or neighboring property. For purposes of this paragraph, the term “heavy equipment” means commercial, industrial, or agricultural vehicles, equipment, or machinery.

(c) As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.

(d) The activities of the home-based business are secondary to the property’s use as a residential dwelling.

(e) The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted.

(f) All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted.

(4) Any adversely affected current or prospective home-based business owner may challenge any local government action in violation of this section. The prevailing party in a challenge may recover reasonable attorney fees and costs incurred in challenging or defending the action, including reasonable appellate attorney fees and costs.

(5) The application of this section does not supersede:

(a) Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720.

(b) Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. 509.013(4)(a)1., that are not otherwise preempted under chapter 509.

Section 2. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.



# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Arnie Wetzel, Director of Human Resources  
**DATE:** 2/4/2025  
**RE:** First Reading, Ordinance 2025-2317: Amendment to Police Pension Ordinance RE: Extending the Length of DROP Participation

**REQUEST:**

The request is for City Council to conduct a first reading of an ordinance to amend Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of New Port Richey; amending Section 17-65.13, Deferred Retirement Option Plan to provide for an extension of the current period of DROP participation from five (5) years to eight (8) years.

**DISCUSSION:**

As Council will recall, the Negotiating Teams for the City of New Port Richey and the Police Benevolent Association (PBA) reached a new Collective Bargaining Agreement effective October 1, 2024 through September 30, 2027. An item of agreement in the new Collective Bargaining Agreement included the extension of DROP participation from 5 years to 8 years. The attached ordinance will provide the necessary language to amend the Police Pension Ordinances and incorporate the extension of DROP participation. Current DROP participants would be able to extend their participation in DROP for the full eight years.

**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 2025-2317 CBA DROP Extension	Ordinance
☐ Police Pension Actuarial Impact Statement	Backup Material

ORDINANCE NO. 2025-2317

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF NEW PORT RICHEY; AMENDING SECTION 17-65.13, DEFERRED RETIREMENT OPTION PLAN; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

**SECTION 1:** That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of New Port Richey, is amended by amending Sec. 17-65.13(b) to read as follows:

\*\*\*

(b) *Participation.*

- (1) *Eligibility to participate.* In lieu of terminating his employment as a police officer, any member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.
- (2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the board.
- (3) *Period of participation.* A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. Notwithstanding the foregoing, effective October 1, 2024, members who elect to participate in the DROP shall participate for a period not to exceed ninety-six (96) months beginning at the time his election to participate in the DROP first becomes effective. DROP participants as of October 1, 2024, shall be permitted to extend their DROP participation time to ninety-six (96) months from the date they entered DROP. DROP participants must elect to participate in the extension before the end of their initial DROP period. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once.

(4) *Termination of participation.*

- a. A member's participation in the DROP shall cease by:
  - 1. Continuation of his employment as a police officer at the end of his period of participation in the DROP as determined under subsection (b)(3); or
  - 2. Termination of his employment as a police officer.
- b. Upon the member's termination of participation in the DROP, pursuant to subsection 1. above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d), when he terminates his employment as a police officer.
- c. A member who terminates his participation in the DROP under this subsection (b)(4) shall not be permitted to again become a participant in the DROP.

(5) *Effect of DROP participation on the system.*

- a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the member's salary for the purposes of calculating his average final compensation shall include an amount equal to any lump sum payments which would have been paid to the member and included as salary as defined herein, had the member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the member shall be deducted from the first payments to the member's DROP account. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system nor shall he be eligible for disability or pre-retirement death benefits.
- b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a police officer, no amounts shall be paid to him from the system until he terminates his employment as a police officer. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a police officer.

\*\*\*

**SECTION 2:** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

**SECTION 3:** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of New Port Richey.

**SECTION 4:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 5:** That this Ordinance shall become effective upon its adoption.

The above and foregoing Ordinance was read and approved on first reading at duly convened meeting of the City Council of the City of New Port Richey, Florida this \_\_\_\_ day of \_\_\_\_\_, 2025.

The above and foregoing Ordinance was read and approved on second reading at duly convened meeting of the City Council of the City of New Port Richey, Florida this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

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

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

(Seal)

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

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Timothy P. Driscoll, City Attorney





December 17, 2024

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

**Re: Proposed Ordinance No. 2025-2317**

Dear Scott:

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

Based upon our review, the proposed Ordinance:

1. Amends Section 17-65.13(b) to extend the maximum DROP participation period to 8 years for current and future DROP participants effective October 1, 2024.
2. Provides for severability.
3. Provides for codification.
4. Repeals all Ordinances or parts of Ordinances in conflict herewith.
5. Provides for an effective date.

In our opinion, based upon the actuarial assumptions and methods employed in the October 1, 2023 Actuarial Valuation, the proposed Ordinance is a *no cost* Ordinance under State minimum funding requirements.

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

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

Sincerest regards,  
Gabriel, Roeder, Smith & Company

A handwritten signature in black ink that reads "Jennifer Borregard". The signature is written in a cursive, flowing style.

Jennifer M. Borregard, M.A.A.A., E.A., F.C.A.  
Consultant and Actuary

Enclosure

cc: Ms. Lindsey Garber, Esq.





# 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:** 2/4/2025  
**RE:** Second Reading, Ordinance No. 2024-2314: Amendments to Floodplain Ordinance

**REQUEST:**

The request is for City Council to conduct a second and final reading of an ordinance to amend Chapter 22 - Flood Damage Prevention of the City's Land Development Code to provide for the definition of substantial improvement and a reduction in review time from five years to one year.

**DISCUSSION:**

As Council will recall, an emergency ordinance related to this issue was brought before you for consideration at your special meeting on October 21, 2024. The attached ordinance is the permanent ordinance which will provide for the definition of substantial improvement and a reduction in review time from five years to one year.

**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. 2024-2314: Amendments to Floodplain Ordinance	Ordinance

**ORDINANCE NO. 2024-2314**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF SECTION 22.09.00 OF ARTICLE II OF CHAPTER 22 OF THE LAND DEVELOPMENT CODE, PERTAINING TO DEFINITIONS OF TERMS IN THE FLOOD DAMAGE PREVENTION CODE; PROVIDING FOR AMENDMENT OF THE DEFINITION OF SUBSTANTIAL IMPROVEMENT; PROVIDING FOR REDUCTION OF THE REVIEW PERIOD FOR SUBSTANTIAL IMPROVEMENTS FROM FIVE (5) YEARS TO ONE (1) YEAR; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, after experiencing two (2) hurricanes in a short span of time known as Hurricane Helene and Hurricane Milton, the City Council adopted emergency ordinance 2024-2312 amending the definition of substantial improvement in the city's flood damage prevention ordinance, codified at section 22.09.00 of the Land Development Code;

WHEREAS, the foregoing ordinance provided that the provisions thereof would be further reviewed for either extension or repeal;

WHEREAS, this ordinance has been reviewed by the Land Development Review Board as required by law;

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

WHEREAS, the City Council has determined that the provisions of the emergency ordinance should be adopted as a duly and regularly adopted ordinance of the City;

WHEREAS, the City Council has determined that a one-year review period is consistent with the goals and objectives of the City's floodplain management regulations; and

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

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

**SECTION 1. Amendment.** Section 22.09.00 of Article II of Chapter 22 of the Land Development Code of Ordinances, pertaining to the definition of substantial improvement and providing as set forth hereafter, is hereby amended as follows (strikeout text is deleted and underlined text is added):

*Substantial improvement.* Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a one-year ~~five-year~~ period, the cumulative cost of which equals or exceeds fifty (50) percent of the market value of the structure before the improvement or repair is started. ~~For each building or structure, the five-year period begins on the date of the first improvement or repair of that building or structure subsequent to May 4, 1993.~~ If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

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

**SECTION 3. Conflict with Other Ordinances and Codes.** All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict, and Ordinance 2024-2312 is hereby repealed in its entirety.

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

**SECTION 5. Effective Date.** This ordinance shall become effective immediately upon its adoption as provided by law. To the extent permitted by law, the provisions of this ordinance shall be applied retroactively to October 21, 2024, so that the provisions of emergency ordinance 2024-2312 shall be validated and extended by incorporation herein, notwithstanding any infirmity or invalidity of said emergency ordinance.

The above and foregoing ordinance was read and approved on first reading at duly convened meeting of the City Council of the City of New Port Richey, Florida this 7<sup>th</sup> day of January, 2025.

The above and foregoing ordinance was read and approved on second reading at duly convened meeting of the City Council of the City of New Port Richey, Florida this 4<sup>th</sup> day of February, 2025.

ATTEST:

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

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

(Seal)

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

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Timothy P. Driscoll, City Attorney CA Approved 1-10-25



# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Kevin Trapp, Assistant Parks and Recreation Director  
**DATE:** 2/4/2025  
**RE:** Acceptance of Donation from the Trinity Rotary Club to the Parks and Recreation Department

**REQUEST:**

The City Council is asked to accept a donation from the Trinity Rotary Club to the Parks and Recreation Department in the amount of \$1,000.

**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 Trinity Rotary Club has graciously donated a check in the amount of (\$1,000) to the Parks and Recreation Department. The Trinity Rotary Club has requested this donation be used to offset the costs of youth facility memberships and youth swim lessons for disadvantaged youth in the community. City staff supports allocating this donation towards youth memberships and swim lessons as there is a need in the community to provide financial support to those individuals that may not be able to afford the youth membership fees or swim lesson fees. 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 Leagues, 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 accept the \$1,000 donation from the Trinity Rotary Club.

**BUDGET/FISCAL IMPACT:**

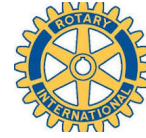
The budgetary impact will result in an increase to the Recreation Donation Account (001-366920) by \$1,000.

**ATTACHMENTS:**

Description	Type
☐ Trinity Rotary Donation Letter	Backup Material

# Rotary Club of Trinity

Po Box 238, New Port Richey, Fl 34656



**To: The City of New Port Richey**

**Re: Grant money for disadvantaged children for Aquatic Center**

Dear City of New Port Richey,

I'm am with the Rotary Club of Trinity and our mission is to help children of our community since 1997. We also have a foundation that is a 501c-3 non-profit, we fund raise monies for and distribute the funding to the children in our area and specific global needs. These distributions go only to non-profits.

It's to our attention that many years in the past our club would sponsor children's swimming lessons. Now that the city has grown so much our desire is to provide a fund to sponsor disadvantaged children a gym membership or swimming lessons, this would be children that could not normally afford an after school recreation pass or swimming lessons. Typically the requirements are the children attend a Title 1 school.

At this time we have \$1000.00 in our foundation we would like to donate for the needs above. If we can get a summary of how many children this has helped beginning of June so we can reassess the need that would be wonderful. Our new budget starts in July for the next year.

I appreciate your time and consideration, if you have any questions please feel free to contact me directly.

Yours In Rotary Service,  
Katie McQuillan  
President Elect 2025/2026  
727-514-0566





# 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:** Andrea Figart, New Port Richey Public Library Director  
**DATE:** 2/4/2025  
**RE:** Board Appointment: Courtney King-Merrill, Cultural Affairs Committee

**REQUEST:**

The request is for City Council to approve the appointment of Courtney King-Merrill as a member of the Cultural Affairs Committee.

**DISCUSSION:**

Courtney King-Merrill has submitted an application seeking membership on the Cultural Affairs Committee. If approved, Ms. King-Merrill's term will be for two years and will be up for renewal on February 4, 2027. Staff has verified that the applicant meets the requirements set forth in the City's Code of Ordinances to serve on this committee. With this appointment, that leaves one alternate member position available on this committee.

**RECOMMENDATION:**

Staff recommends that City Council approve the appointment of Courtney King-Merrill as a member of the Cultural Affairs Committee as submitted and accept the attached updated membership roster.

**BUDGET/FISCAL IMPACT:**

None

**ATTACHMENTS:**

Description	Type
☐ Application - Courtney King-Merrill	Backup Material
☐ Updated Cultural Affairs Committee Roster	Backup Material

# Board and Committee Membership Application

City of New Port Richey  
5919 Main Street  
New Port Richey, FL 34652  
(727) 853-1016  
www.citynpr.org



## Applicant Information

Name Courtney King-Merrill  
Street Address 5757 Rio Dr  
City, State, Zip New Port Richey FL 34652  
Home Phone (404) 931-8533  
Alternate Phone \_\_\_\_\_  
E-Mail Address ck1merrill@gmail.com  
(attach copy of DL for residency verification)

## Boards and Committees

Please describe why you are interested in serving on a board or committee for the City of New Port Richey:

NPR is a festive city that is clearly growing in many exciting ways. I would love to contribute my experience in planning and producing multicultural events to support the existing efforts alongside the creative work of developing new offerings.

Please choose which board or committee you are interested in serving on:

- Cultural Affairs Committee (meets on the third Wednesday of each month)
- Environmental Committee (meets on the second Monday of each month)
- Firefighters Pension Board (meets on a quarterly basis)
- Historic Preservation Board (meets on the second Monday of the month)
- Land Development Review Board (meets on the fourth Thursday of the month)
- Library Advisory Board (meets on the fourth Monday of the month)
- Parks and Recreation Advisory Board (meets on the second Tuesday of the month)
- Police Pension Board (meets on the fourth Tuesday of the month)

Have you attended any meetings of the board or committee on which you want to serve?

X Yes      \_\_\_\_\_ No      If yes, how many have you attended? 2

### Previous Board or Committee Experience

Have you ever served on a board or committee with any governmental unit? If so, please describe:

I served on the management team for a major music festival in Atlanta that worked in partnership with the City of Atlanta, the mayor's office, and the Bureau of Cultural Affairs. Together we addressed community concerns, safety and traffic plans, a per ticket donation to the City, and remediation efforts. This was a private/public partnership. I also ran the Ticketing Department for Chastain Park Amphitheatre, which is another joint venture between the City, the Atlanta Symphony, and Live Nation (my former employer). In addition to our annual concert lineup, I helped to produce exclusive City concerts at Chastain.

### Previous Volunteer or Community Service Experience

Summarize your previous volunteer or community service experience.

Volunteer service was highly valued in my family, so I was lucky to have started volunteering at Vanderbilt Children's Hospital from a young age. I started helping with the annual geranium sale and annual inventory until I became old enough to be a candy striper. Given my connection to Vandy, as a high schooler I was allowed to do care visits to AIDS patients, many of whom did not have any family nearby to visit. In my adult life, my volunteer work has centered largely around animal rescue. I was with Angels Among Us Pet Rescue for over 10 years as a foster parent, home check team member, and transportation team member picking animals up from shelters and taking them to and from vet visits.

### Special Skills, Interests and/or Qualifications

Summarize special skills, interests and/or qualifications you possess which you feel would be beneficial to the board or committee you are applying for membership to.

I have been producing events for over 25 years with expertise in production, talent buying, staffing, safety plans, ticketing, PR, govt relations, contract negotiations, vendor selection, and budgeting. My experience ranges from music festivals with 50-300k attendees, arena and stadium concerts, comedy and theatre venues, art immersives, corporate events, and creative pop ups. Events are highly collaborative efforts that IMHO require flexibility, functional communications, and a low ego to be successful.

### Employment/Experience

Job Title: Consultant	Employer: Premier Meeting Services
Address Line 1: 10654 Ruffino Ct	Address Line 2:
City: Trinity	State: FL
Zip Code: 34655	County: Pasco
Work Phone: (727) 203-4963	

Professional licenses held:

International Coach Federation (ICF) certified coach, ACC.  
Florida Real Estate License.

Previous employment or experience:

Live Nation - 1999 - 2004, 2016 - 2018  
Sweetwater 420 Festival 2017 - 2020  
Imagine Picasso 2022  
Van Gogh: The Immersive Experience 2021  
Marvel: Coordinator for all GA covid testing 2020-2021  
Freelance Event Producer 1999 - current

Memberships in professional, civic organizations or government boards or committees:

New Port Richey Centennial Celebration Events and Outreach sub-committee

**Personal References**

Please provide three (3) references other than relatives. List name, phone number and relationship to you.

Name (printed)	Phone Number	Relationship
Andrea Figart	(727) 853-1263	Centennial committee members
Jihan Shogen	(727) 259-9800	Colleague
Kristine Medea	(404) 257-6757	Colleague

**Eligibility Verification**

To serve on a City Board or Committee you must either be a current resident of the city or own a business within the city limits. You must also be a registered voter. Please check all that apply.

I currently live within the city limits.  
 I am a registered voter in Florida

I own a business within the city limits  
(attach copy of voter identification card)


Have you ever been convicted, pleaded guilty or no lo contendere to any criminal offense? (A yes answer to the above question does not automatically preclude you from being considered. The circumstances, timeframe and relevant factors are considered on an individual basis.)

Yes  No

If yes, please explain (including date):

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a Board or Committee member, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed) Courtney King-Merrill  
Signature   
Date 1-15-2025

### Selection Process

Once your application has been reviewed and your eligibility to serve has been verified, you will be contacted by the City Clerk to appear at an upcoming City Council meeting so that Council may address any questions they may have regarding your application. Applications are valid for one year from the date they are submitted.

### Our Policy

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us. Please return the completed form back to Judy Meyers, City Clerk, City of New Port Richey, 5919 Main Street, New Port Richey, Florida, 34652. You may also send it via e-mail to [meyersj@cityofnewportrichey.org](mailto:meyersj@cityofnewportrichey.org). If you have any questions or need any further information please contact the City Clerk's Office at (727) 853-1021.

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### FOR INTERNAL USE ONLY:

Date Application Received: \_\_\_\_\_

Type of Application:    New Member                  Renewal



## CITY OF NEW PORT RICHEY BOARDS/COMMITTEES

### Cultural Affairs Committee

7 regular members and 2 alternate members; at least 5 members are residents and registered voters. The 2 remaining members must be registered voters and must either own/operate a city business or be employed in the city. Two-year term.

1. **Richard Melton (Chair)** **Through 08.15.25**  
6851 Hills Drive  
New Port Richey, FL 34653  
(h) (352) 610-2352  
[Artman011@yahoo.com](mailto:Artman011@yahoo.com)
  
2. **Kimberly Brust (Vice Chair)** **Through 11.6.26**  
6545 Circle Blvd.  
New Port Richey, FL 34652  
(727) 919-1429  
[kimbrust@me.com](mailto:kimbrust@me.com)
  
3. **Beth Louise Fregger (city business owner)** **Through 11.06.26**  
8040 Island Dr.  
Port Richey, FL 34668  
(727) 505-4930  
[blfmedia23@gmail.com](mailto:blfmedia23@gmail.com)
  
4. **Susie Saxe (city business employee)** **Through 11.06.26**  
72 Emerald Bay Drive  
Oldsmar, FL 34677  
(c) 570-916-1939  
[SusieSaxe@hotmail.com](mailto:SusieSaxe@hotmail.com)
  
5. **David P. Folds, III** **Through 03.05.26**  
5743 Delaware Avenue  
New Port Richey, FL 34652  
(727) 816-1150  
[davepfolds@aol.com](mailto:davepfolds@aol.com)
  
6. **Vincent Gaddy** **Through 07.16.26**  
5522 Executive Drive  
New Port Richey, FL 34652  
(c) 727-226-0102  
[Vgaddy132@gmail.com](mailto:Vgaddy132@gmail.com)
  
7. **Courtney King-Merrill** **Through 02.04.26**  
5757 Rio Drive  
New Port Richey, FL 34652  
[Ck1merrill@gmail.com](mailto:Ck1merrill@gmail.com)

**Alternates (2):**

1. **Kelly Smallwood**  
7124 Meighan Court  
New Port Richey, FL 34652  
(c) 727-267-5189  
[smallwood.kelly@gmail.com](mailto:smallwood.kelly@gmail.com)

**Through 07.16.26**

2. **OPEN**

**Staff Liaison: Andi Figart, Joyce Haasnoot**

**City code:** \_\_\_\_\_

**DIVISION 3. CULTURAL AFFAIRS COMMITTEE**

**Sec. 2-68. Created.**

The city council hereby creates the cultural affairs committee.

The purpose of the cultural affairs committee is

- to make recommendations and to advise the city council on the financial sponsorship and creation of cultural activities for the education and recreation of the citizens.

**Sec. 2-69. Duties and responsibilities.**

The cultural affairs committee shall

1. review all requests made to the city for co-sponsorship of cultural events and shall
2. offer a recommendation to the city council regarding the level of financial support for such events. In addition, the cultural affairs committee may
3. offer recommendations to the city council for the initiation and promotion of new events to be sponsored either in full or in part by the city.

**Sec. 2-70. Membership.**

(a) There shall be seven (7) regular members and two (2) alternate members composing the cultural affairs committee. The alternate will serve as a member in the absence of a regular appointed member. At least five (5) members of the cultural affairs committee shall be resident electors of the city. The two (2) remaining members need not be residents of the city, but must be resident electors of the state and must either own or operate a business or be employed in the city. A quorum shall consist of four (4) members.

(b) The appointment of members to serve on the cultural affairs committee will be for two (2) years. The city council shall select the board members by a majority vote. The city council, by a majority vote, may remove any member with or without cause. If available, vacancies shall be filled from the alternate positions.

(c) A board member who misses two (2) consecutive meetings shall be deemed to have resigned unless the absence has been excused by the chairman prior to the meeting. The chairman of the committee shall notify the city clerk of the member's resignation.  
(Ord. No. 1463, § 1, 8-4-98; Ord. No. 1533, § I, 8-15-2000)

**Sec. 2-71. Officers.**

The voting members of the cultural affairs committee shall elect one of their members to serve as chairman, one of their members to serve as vice-chairman, and one of their members to serve as secretary. The chairman shall submit an annual report to the city council. The city manager shall provide clerical and administrative staff assistance as may be reasonably required by the cultural affairs committee for the proper performance of its duties. (Ord. No. 1463, § 1, 8-4-98)

**Sec. 2-72. Voting authority.**

All members and alternates, as well as the public, shall have a voice pertaining to the business brought before the cultural affairs committee. Only members are entitled to vote on all proceedings. Alternates may not vote unless taking the place of an absent member. Members of the board shall not vote if they have a conflict of interest pursuant to Florida Statutes. (Ord. No. 1463, § 1, 8-4-98)

**Sec. 2-73. Meeting schedule.**

The cultural affairs committee shall meet once every ninety (90) days, unless it determines to meet more frequently. All meetings of the cultural affairs committee shall be open to the public in conformance with F.S. § 286.011, otherwise known as the Government in the Sunshine Law. All meetings shall be conducted in accordance with Robert's Rules of Order. The date, time, place and the agenda of the meeting shall be posted by the city clerk in city hall one (1) week prior to the meetings unless an emergency exists. (Ord. No. 1463, § 1, 8-4-98)

**Sec. 2-74. Funding.**

The city council shall include a line item allocation in its annual budget to provide for cultural activities or similar purposes. All expenditures made from this appropriation shall be used for cultural events reviewed and approved by the city council. (Ord. No. 1463, § 1, 8-4-98)

**Sec. 2-75. Compensation.**

The members of the board shall serve without compensation but may receive reimbursement for travel expenditures in accordance with Florida Statutes. (Ord. No. 1463, § 1, 8-4-98)





# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Debbie L. Manns, ICMA-CM, City Manager  
**DATE:** 2/4/2025  
**RE:** Appeal of Variance #2024-10-0022; Reduction in Front Yard Setback for 5326 Carlton Rd.

## REQUEST:

The request is for City Council to conduct a quasi-judicial hearing regarding the appeal of a denial of a variance request for the property located at 5326 Carlton Road to reduce the front yard (Astor Drive) setback from 25 feet to 8 inches, a variance to reduce the rear yard (south) setback from 10 feet to 0 feet, and a variance to increase the maximum impervious surface ratio from 60% to 67%. The applicant is proposing to construct a 28' x 70' garage addition along the west side of the existing dwelling immediately adjacent to Astor Drive.

Should City Council have any ex-parte communication regarding this matter, it shall be disclosed at this time.

## DISCUSSION:

The subject property is located at the southeast corner of Carlton Road and Astor Drive and is 0.16 acre in size. The property was originally platted as a part of the Jasmin Terrace subdivision in 1956. In 2002, a 1,199 square foot single-family dwelling with a 445 square foot attached garage (total 1,644 square feet) was constructed. The surrounding properties to the north, south, east, and west each consist of single-family dwellings.

It is noted that as a part of the subdivision plat for Jasmin Terrace, a five-foot utility easement was reserved along the rear of the lot. While this easement is reflected on the survey provided by the applicant, the proposal would appear to ignore its existence as the proposed garage addition would be built atop this easement.

For all single-family dwellings located in the MF-10 District, the R-3 District regulations shall apply. Accordingly, pursuant to LDC Section 7.03.03, a 25-foot side yard setback along Astor Drive, and 10-foot rear yard (south) setback are required. The applicant is proposing to locate the garage eight inches from the side yard property line, and zero feet from the rear yard property line and therefore is requesting a variance of 24 feet – four inches from the side yard setback and 10 feet from the rear yard setback.

Pursuant to LDC Section 5.03.03, in order to authorize any variance from the terms of an ordinance, positive findings must be made with regard to each of the following criteria:

1. That special conditions or circumstances that exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.

The written responses provided by the applicant to this criterion are that the “lot is on [a] corner,” and that “flooding zone area needs to be built to protect property and assets.” While these are generally accurate statements, these are by no means something which is peculiar to the land as hundreds of other parcels in the city are also corner lots or are located in flood prone areas.

2. That the special conditions and circumstances do not result from the actions of the applicant.

The written response provided by the applicant to this criterion was “city code” – likely meaning that the city code

is the reason for the special circumstances on the property; however, while “city code” does establish the setbacks applicable to the property from which the variance is being requested, it does so for every parcel in the city.

Additionally, the applicant also responded that the “property is in a low flood zone, water levels rise 4.5 feet during hurricane. Due to corner lot there is no other location to build.” Again, while these are generally accurate statements, the extent of the variances being requested are still very much due to the proposal being made by the applicant.

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district.

The written responses provided by the applicant to this criterion are that “multiple properties [have been] built to [the] edge of [the] property, multiple garages, multiple driveways,” and that “there are houses that have these same conditions and construction.” The applicant has not provided any evidence to support these statements, and an analysis of the surrounding properties has not revealed any circumstance where a garage has been built with an eight-inch setback from the front of the property, or a zero-foot setback from the rear of the property, or that a parcel has been approved with a 7% increase above the maximum impervious surface ratio.

4. That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance would work unnecessary and undue hardships on the applicant.

The written responses provided by the applicant to this criterion are that this “has been done before,” and that “yes, I would be subject to more hurricane damages and other homes have similar request or properties.” Staff would again note that the applicant has not provided any evidence to support these statements, and that there would not appear to be any circumstance where a garage has been built with an eight-inch setback from the front of the property, or a zero-foot setback from the rear of the property.

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

The written responses provided by the applicant to this criterion are that “for the space needed this would be the most accommodating,” and that “due to the available size and shape this would be the most reasonable request.” While the applicant may believe that the development proposal will provide them with the “space needed,” staff does not believe that the resulting development, if approved, would be reasonable, but rather would be excessive for the subject property, the surrounding area, and the city as a whole. Furthermore, the resulting development would exceed the established impervious surface ratio (ISR) of 60% for residential development in the city with a figure of roughly 67.7% and the applicant does not appear to have met any reasonable justification to exceed this established maximum.

6. That the grant of the variance will be in harmony with the general intent and purpose of the ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The written responses provided by the applicant to this criterion are that their “neighbors agree on construction design,” that the proposal “improves” the neighborhood, and that “all agree would raise property values”. The applicant has not provided any evidence to support these statements, and it is the opinion of staff that a variance reducing an established 25- foot front setback to an essentially irrelevant eight inches would be severely detrimental to the subject property, as well as the neighborhood, and the city as a whole. Furthermore, such a severe reduction for a garage will likely result in an unsafe situation for vehicles taking ingress and egress to and from the subject property and the general

Pursuant to LDC Section 7.22.01, Easements, unless otherwise provided for in this land development code, no structure can be constructed or erected on or within a recorded easement, exclusive of portable items which can easily be removed such as, but not limited to, playground equipment and lawn furniture. The subject property has an existing five-foot wide utility easement at the southern end of the property, which was established via plat in 1956. No evidence has been provided that would indicate this easement has having been abandoned or vacated, and it is reflected on the current survey provided by the applicant as a part of this variance application. It is noted, however, that the applicant proposes to construct the addition associated with this variance application within this existing easement in conflict with the above referenced provision of the LDC, which cannot occur. Consequently, it is not possible to grant the requested variance to reduce the rear setback from ten feet to zero feet.

Pursuant to LDC Section 8.02.03(1), on platted lots or tracts of land less than one acre in area where a valid certificate of occupancy is in effect, it shall be unlawful for any person to remove or cause to be removed, any tree with a trunk diameter of four inches or more, said diameter being measured at DBR, without first having obtained a permit to do so as provided herein. While the applicant has certainly not removed any existing trees in violation of the above referenced section, it should be noted that if the requested variances are approved, a tree removal permit for the two existing trees along the west side of the property and Astor Drive will be required. As a part of this permit, the applicant will be required to either relocate the trees being removed or replace the trees consistent with the requirements of LDC Section 8.02.08.

The Development Review Committee reviewed this matter at their regular meeting on November 14, 2024 and recommended denial of the applicant's request. The Land Development Review Board then reviewed this matter at their regular meeting on December 19, 2024 and also recommended denial of the applicant's request.

**RECOMMENDATION:**

Staff recommends that City Council conduct the quasi-judicial hearing regarding this matter as requested and affirm the DRC and LDRB's recommendation by denying the applicant's request for this variance.

**BUDGET/FISCAL IMPACT:**

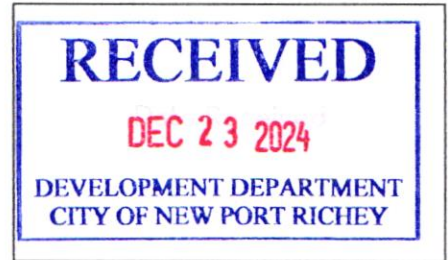
No funding is required for this item.

**ATTACHMENTS:**

Description	Type
☐ Appeal Application	Backup Material
☐ LDRB Staff Report	Backup Material
☐ LDRB Draft Minutes - December 19, 2024	Backup Material
☐ LDRB Decision Letter	Backup Material
☐ Support Letters Submitted by Victor Soto at LDRB	Backup Material
☐ Photos Submitted by Victor Soto at LDRB	Backup Material

# APPEAL OF LAND DEVELOPMENT REVIEW BOARD (LDRB) DECISION

City of New Port Richey, Florida • Community Development Department  
 5919 Main Street • New Port Richey, FL 34652 • 727-853-1047 • [www.cityofnewportrichey.org](http://www.cityofnewportrichey.org)



*Please include all portions of this application.  
 Attachments should be submitted to the Director or Representative.*

**Required Attachments:**

- Applicable fees to be paid (checks made payable to the *City of New Port Richey*)

1. Petitioner(s) Name <i>Victor A. Santiago Soto</i>					
Mailing Address <i>5326 Carlton Rd</i>		City <i>NPR</i>	County <i>Pasco</i>	State <i>FL</i>	Zip <i>34652</i>
Phone Number <i>727-222-7430</i>		Fax Number			
Email Address <i>Victor.SantiagoSoto1304@gmail.com</i>					
2. Representative(s) of Petitioner(s)					
Relationship to Petitioner(s)					
Mailing Address		City	County	State	Zip
Phone Number		Fax Number			
Email					
3. Primary Contact					
4. Street Address <i>5326 Carlton Rd NPR</i>					
General Location					
Size of Site <i>.16</i>		Acres	Square Feet		
Legal Description (Include subdivision name)					
Tax Parcel Number(s) <i>32-2516-0120-00E00-0020</i>					
Existing Categories		Zoning District	Land Use Category		
Existing Use & Size of Site <i>Single Family</i>					

5. Requested Appeal:

I AM PETITIONING THE CITY OF NEW PORT RICHEY'S CITY COUNCIL TO CONSIDER AN APPEAL OF AN LDRB DECISION.

This decision involves Case Number; JAR 24-10-00 22

This decision involves (describe the outcome):

Denial For Variance Approval

This decision was made on: {Month, day, year}  
December 19, 2024

My appeal has been submitted within 10 days from that decision.

YES

NO

The basis of the appeal is as follows (attach additional sheets as necessary):

See Attachment

APPEAL OF LAND DEVELOPMENT  
REVIEW BOARD (LDRB) DECISION

City of New Port Richey, Florida • Community Development Department  
5719 Main Street • New Port Richey, FL 34652 • 727-853-1047 • [www.cityofnewportrichey.org](http://www.cityofnewportrichey.org)

NOTE FOR QUASI-JUDICIAL PROCEEDINGS:

I understand the hearing process to review this application is considered quasi-judicial and operates much like a court of law. Board 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. I understand that contact with any of these members about my application should be avoided. I also understand these members have been instructed to avoid all such conversations with applicants or people in opposition to or support the case. I further understand that decisions will be made based on evidence and testimony that was presented at scheduled public hearings and not on information gathered outside of these hearings.

ATTENDANCE AT MEETINGS:

The petitioner or petitioner's representative needs to be present at the City Council meeting. The meeting will be scheduled within 30 days from the appeal period expiration. Call Development Department Staff at 727-853-1050 to find out when this case will be scheduled.

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 the property described in this application.

AUTHORIZATION FOR PETITIONER'S REPRESENTATIVE(S)

I \_\_\_\_\_, the petitioner, 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.

\_\_\_\_\_  
Petitioner's Signature

Sworn to and subscribed before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally Known OR  Produced Identification

Type of Identification Produced: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

PETITIONER'S AFFIDAVIT

*I, the petitioner 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. (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.)*

Victor A Santiago Soto  
Petitioner or Representative's Name (Printed)

Victor Soto  
Petitioner or Representative's Signature

Sworn to and subscribed before me by Victor A. Santiago Soto

this 23<sup>rd</sup> day of December, 2024.

Personally Known OR  Produced Identification

Type of Identification Produced: HT Driver's Lic.

Notary Signature: Melanie Tyler



**APPEAL OF LAND DEVELOPMENT  
REVIEW BOARD (LDRB) DECISION**

City of New Port Richey, Florida • Community Development Department  
5919 Main Street • New Port Richey, FL 34652 • 727-853-1047 • [www.cityofnewportrichey.org](http://www.cityofnewportrichey.org)

Here's a draft appeal letter based on your request:

December 23, 2024

City Hall

5919 Main Street, 1st Floor

New Port Richey, FL 34652

RE: Appeal of Denial – VAR-24-10-0022, 5326 Carlton Road

Dear City Manager and Land Development Review Board (LDRB):

I am writing this letter to formally appeal the denial of my variance request regarding the property located at 5326 Carlton Road, as outlined in the decision made on December 19, 2024. I appreciate the time and consideration that the Board has already given to my case. However, I respectfully submit additional information and clarification that address the Board's concerns.

#### Neighborhood Support and Positive Impact

Multiple neighbors have reviewed the proposed addition of my garage and have expressed unanimous support. They agree that the design is visually appealing, complements the style of surrounding homes, and would enhance the overall character and aesthetic appeal of the neighborhood. In fact, several neighbors have commented that the addition would likely increase property values in the area, providing further benefit to the community. Additionally, there has been no negative feedback from any neighbors regarding this proposal.

#### Congruence with Residential Character

The proposed garage has been designed with careful attention to maintaining a residential look and feel. Its architectural style, rooflines, and exterior materials mirror the features of my home and blend seamlessly into the neighborhood. It does not resemble a commercial structure in either scale or appearance but rather aligns with existing residential garages, including those designed for RV storage.

#### Addressing Board Concerns

##### 1. Lack of Uniformity in Setback:

A review of nearby properties shows that several homes have similar setbacks, particularly those with detached garages and RV or Boat storage structures. This demonstrates a precedent for reduced setbacks in the area, which my design seeks to complement rather than disrupt.

##### 2. Negative Precedent:

This request is unique to the specific dimensions and layout of my property, including the irregular lot shape, which creates a legitimate hardship. It does not set a general precedent, as future requests would be evaluated based on their own circumstances.

### 3. Too Much Building on the Property:

The proposed garage maintains an appropriate scale and balance with the home and lot size. Further, it preserves green space and landscaping, ensuring that it does not create a sense of overcrowding. The addition is well within visual harmony with the neighborhood.

### 4. Commercial Appearance:

The garage design clearly reflects a residential purpose and use. Similar structures, such as RV garages, exist in neighboring properties, further underscoring its fit within a residential setting. Additionally, the structure will be used exclusively for personal and residential storage purposes, eliminating any suggestion of commercial intent.

### Request for Reconsideration

Given the strong neighborhood support, the residential character of the design, and the steps taken to address the Board's concerns, I respectfully request that the Board reconsider my variance request. I believe that this proposal not only adheres to the spirit of residential development but also contributes positively to the neighborhood's appearance and property values.

Thank you for your time and attention to this matter. I welcome the opportunity to provide additional information, plans, or documentation to further clarify my request. Please feel free to contact me at 7272227320 or Victor.SantiagoSoto1304@gmail.com should you need any further details.

Sincerely,

Victor Santiago Soto

5326 Carlton Road

New Port Richey, FL 34652

Let me know if you'd like any edits or additions!





**STAFF REPORT**  
City of New Port Richey, FL  
Land Development Review Board  
December 19, 2024

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**APPLICATION INFORMATION**

**Case:** VAR-24-10-0022  
**Applicant:** Victor A. Santiago Soto  
**Address:** 5326 Carlton Road  
**Request:** Variance to reduce the front yard (Astor Drive) setback from 25 feet to 8 inches, a variance to reduce the rear yard (south) setback from 10 feet to 0 feet, and a variance to increase the maximum impervious surface ratio from 60% to 67%  
**Staff Contact:** Robert Tefft, CNU-A, Senior Planner; [tefft@cityofnewportrichey.org](mailto:tefft@cityofnewportrichey.org)

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**STATEMENTS OF FACT**

**Property Location:** Southeast corner of Carlton Road and Astor Drive  
**Zoning:** Multi-Family Low-Medium Residential (MF-10) District  
**Future Land Use:** Low Medium Density Residential-10  
**Existing Use:** Single-Family Detached Dwelling  
**Code References:** Land Development Code (LDC) Sections 5.03.00, 7.04.00, and 7.22.02

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**ANALYSIS**

**Existing Conditions:**

The 0.16-acre subject property was originally platted as a part of the Jasmin Terrace subdivision in 1956. In 2002, a 1,199 square foot single-family dwelling with 445 square foot attached garage (total 1,644 square feet) was constructed. The surrounding properties to the north, south, east, and west each consist of single-family dwellings.

It is noted that as a part of the subdivision plat for Jasmin Terrace, a five-foot utility easement was reserved along the rear of the lot. While this easement is reflected on the survey provided by the applicant, the proposal would appear to ignore its existence as the proposed garage addition would be built atop this easement.

**Proposal:**

The applicant is proposing to construct a 28' x 70' garage addition along the west side of the existing dwelling immediately adjacent to Astor Drive.

For all single-family dwellings located in the MF-10 District, the R-3 District regulations shall apply. Accordingly, pursuant to LDC Section 7.03.03, a 25-foot side yard setback along Astor Drive, and 10-foot rear yard (south) setback are required. The applicant is proposing to locate the garage eight inches from the side yard property line, and zero feet from the rear yard property line and therefore is requesting a variance of 24 feet – four inches from the side yard setback and 10 feet from the rear yard setback.

**Variance Criteria:**

Pursuant to LDC Section 5.03.03, in order to authorize any variance from the terms of an ordinance, positive findings must be made with regard to each of the following criteria:

- 1. That special conditions or circumstances that exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.**

The written responses provided by the applicant to this criterion are that the “lot is on [a] corner,” and that “flooding zone area needs to be built to protect property and assets.” While these are generally accurate statements, these are by no means something which is peculiar to the land as hundreds of other parcels in the city are also corner lots or are located in flood prone areas.

- 2. That the special conditions and circumstances do not result from the actions of the applicant.**

The written response provided by the applicant to this criterion was “city code” – likely meaning that the city code is the reason for the special circumstances on the property; however, while “city code” does establish the setbacks applicable to the property from which the variance is being requested, it does so for every parcel in the city.

Additionally, the applicant also responded that the “property is in a low flood zone, water levels rise 4.5 feet during hurricane. Due to corner lot there is no other location to build.” Again, while these are generally accurate statements, the extent of the variances being requested are still very much due to the proposal being made by the applicant.

- 3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district.**

The written responses provided by the applicant to this criterion are that “multiple properties [have been] built to [the] edge of [the] property, multiple garages, multiple driveways,” and that “there are houses that have these same conditions and construction.” The applicant has not provided any evidence to support these statements, and an analysis of the surrounding properties has not revealed any circumstance where a garage has been built with an eight-inch setback from the front of the property, or a zero-foot setback from the rear of the property, or that a parcel has been approved with a 7% increase above the maximum impervious surface ratio.

- 4. That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance would work unnecessary and undue hardships on the applicant.**

The written responses provided by the applicant to this criterion are that this “has been done before,” and that “yes, I would be subject to more hurricane damages and other home

have similar request or properties.” Staff would again note that the applicant has not provided any evidence to support these statements, and that there would not appear to be any circumstance where a garage has been built with an eight-inch setback from the front of the property, or a zero-foot setback from the rear of the property.

**5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.**

The written responses provided by the applicant to this criterion are that “for the space needed this would be the most accommodating,” and that “due to the available size and shape this would be the most reasonable request.” While the applicant may believe that the development proposal will provide them with the “space needed,” staff does not believe that the resulting development, if approved, would be reasonable, but rather would be excessive for the subject property, the surrounding area, and the city as a whole. Furthermore, the resulting development would exceed the established impervious surface ratio (ISR) of 60% for residential development in the city with a figure of roughly 67.7% and the applicant does not appear to have met any reasonable justification to exceed this established maximum.

**6. That the grant of the variance will be in harmony with the general intent and purpose of the ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.**

The written responses provided by the applicant to this criterion are that their “neighbors agree on construction design,” that the proposal “improves” the neighborhood, and that “all agree would raise property values”. The applicant has not provided any evidence to support these statements, and it is the opinion of staff that a variance reducing an established 25-foot front setback to an essentially irrelevant eight inches would be severely detrimental to the subject property, as well as the neighborhood, and the city as a whole. Furthermore, such a severe reduction for a garage will likely result in an unsafe situation for vehicles taking ingress and egress to and from the subject property and the general public traversing Astor Drive.

**General District Regulations:**

Pursuant to LDC Section 7.22.01, Easements, unless otherwise provided for in this land development code, no structure can be constructed or erected on or within a recorded easement, exclusive of portable items which can easily be removed such as, but not limited to, playground equipment and lawn furniture. The subject property has an existing five-foot wide utility easement at the southern end of the property, which was established via plat in 1956. No evidence has been provided that would indicate this easement has having been abandoned or vacated, and it is reflected on the current survey provided by the applicant as a part of this variance application. It is noted, however, that the applicant proposes to construct the addition associated with this variance application within this existing easement in conflict with the above referenced provision of the LDC, which cannot occur. Consequently, it is not possible to grant the requested variance to reduce the rear setback from ten feet to zero feet.

**Tree Protection:**

Pursuant to LDC Section 8.02.03(1), on platted lots or tracts of land less than one acre in area where a valid certificate of occupancy is in effect, it shall be unlawful for any person to remove

or cause to be removed, any tree with a trunk diameter of four inches or more, said diameter being measured at DBR, without first having obtained a permit to do so as provided herein. While the applicant has certainly not removed any existing trees in violation of the above referenced section, it should be noted that if the requested variances are approved, a tree removal permit for the two existing trees along the west side of the property and Astor Drive will be required. As a part of this permit, the applicant will be required to either relocate the trees being removed or replace the trees consistent with the requirements of LDC Section 8.02.08.

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## **SUMMARY AND RECOMMENDATION**

At its meeting of November 14, 2024, the Development Review Committee (DRC) reviewed the requested variance and found that request did not meet the required criteria for approval. Accordingly, the DRC recommended **denial** of VAR-24-10-0022.

### **LDRB Review:**

The LDRB is to conduct a quasi-judicial review of this case at its meeting of December 19, 2024. All ex-parte communication shall be disclosed at the beginning of the meeting. The LDRB may approve the request, approve with conditions, or deny the request.

If the LDRB should agree with the recommendation of the DRC to deny the petition for variance, then such variance petition shall be denied without the need for any further action. However, if the LDRB should disagree with the recommendation of the DRC to deny the petition for variance, then the case shall be placed for consideration at a regular meeting of the City Council.

### **Notice and Response:**

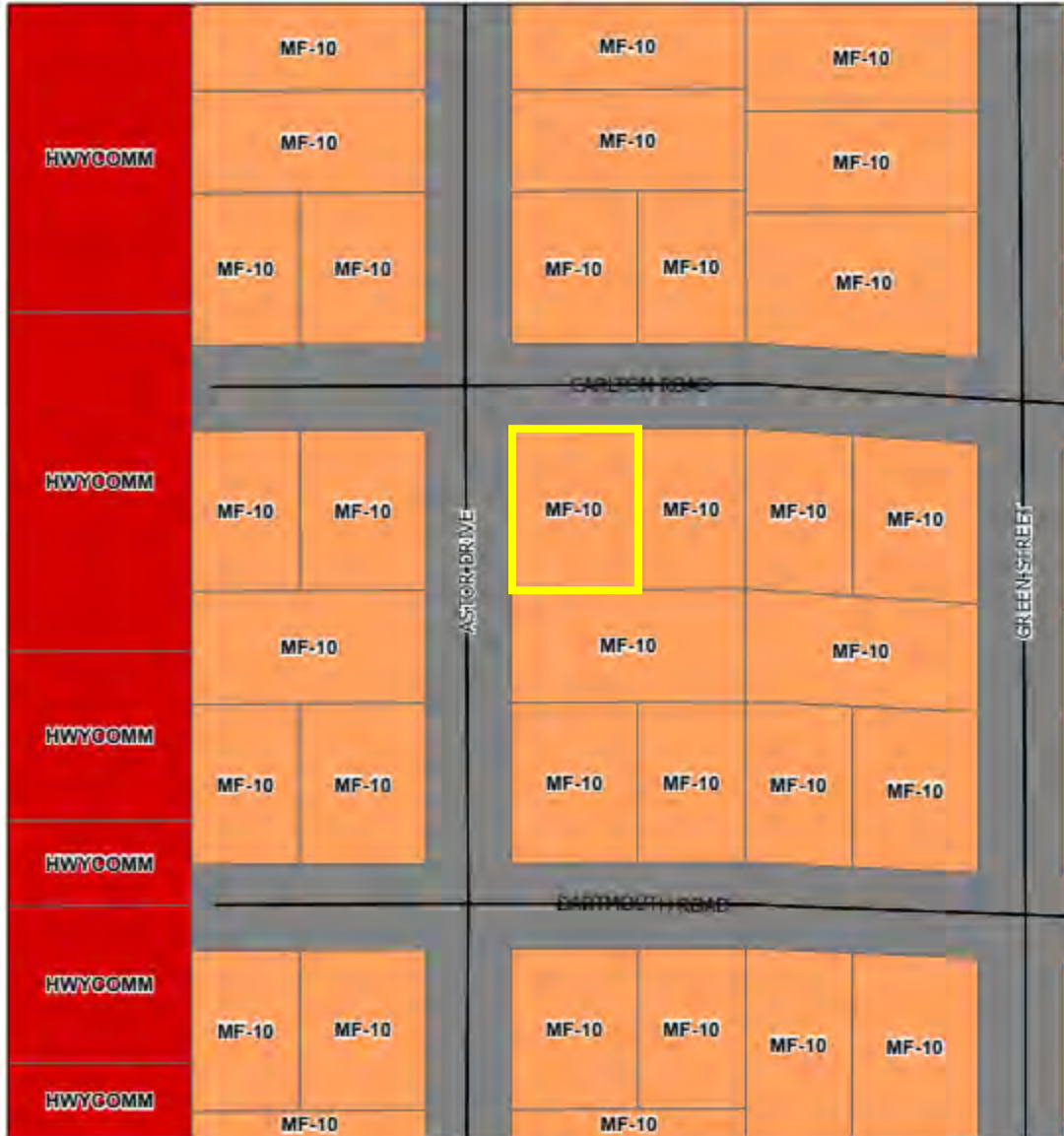
Letters were sent to adjacent property owners of the subject property on December 6, 2024, and a sign posted at the subject property on December 6, 2024.

---

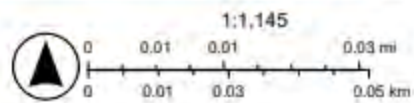
## **ATTACHMENTS**

- Location Map
- Variance Application VAR-24-10-0022

# Zoning Map



12/5/2024



Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METNUSA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



## VARIANCE APPLICATION

City of New Port Richey, Florida • Community Development Department  
 5919 Main Street • New Port Richey, FL 34652 • 727-853-1047 • [www.cityofnewportrichey.org](http://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*)
- Proof of ownership in the form of a copy of the deed, title insurance policy, or other instrument demonstrating ownership
- Current signed and sealed survey of property (not to exceed 24x36)
- Plot plan / site plan with the following
  - North arrow
  - Drawing to scale
  - Property dimensions
  - All existing and proposed structures and use of each
  - Distances between setbacks from all property lines
  - Abutting streets and other public easements
  - Off-street parking spaces
  - Specific variance in terms of horizontal setback (show measurable required setback and proposed setbacks).
- Photographs of existing buildings, structures, signage, or other applicable objects on site
- Drawing of proposed signage: dimensions, height, square footage, and setback (for sign variances only)
- Drawing of proposed dock on a copy of the survey (for dock variances only)

1. Current Property Owner(s)				
Victor A. Santiago				
Mailing Address	City	County	State	Zip
5326 Carlton Rd	NPR		FL	34652
Phone Number	Email			
727-222-7430	Victor.Santiago.Sofa1304@gmail.com			
2. Representative of Owner				
Relationship to Owner				
Mailing Address	City	County	State	Zip
Phone Number	Email			
3. Primary Contact (Phone Number & Email)				

4. Site Address	
5326 Carlton Rd NPR 34652	
General Location	
Legal Description of Subject Property	
Corner lot	
Tax Parcel Number(s)	
32-25-16-0120-00500-0020	
Size of Site	Acres
7200 Square Feet	
Zoning District	Future Land Use Category
Existing Use (Include number of residential units and/or square footage of non-residential uses)	
Single Family	

Proposed Use <i>(Provide details about the specific use requested)</i>	
Addition	
Does applicant / owner own property contiguous to this site?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, provide address and legal description of contiguous property:	
Has any previous variance or appeal been filed regarding this property?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
If yes, state the nature of the application / appeal and outcome:	
denied 2 years ago	
Has a Development Order or Certificate of Occupancy been refused?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

5. Please state the specific variance request(s). (Example: *Five-foot variance to reduce front setback along Main Street from 25 feet to 20 feet, for a fence*)

side yard 25-0 back yard 10-0  
 for construction of Addition

**Guidelines For The Granting of Variances:**

The following questions must be addressed with supporting argument and/or documentation. A variance is considered to allow the applicant relief from the literal requirements of the ordinance because of an unnecessary hardship. A variance is a relation of the terms of the zoning ordinance where such variance will not be contrary to the public interest and where a literal enforcement of the ordinance would result in unnecessary and undue hardship. Neither the Land Development Review Board nor the City Council is authorized to grant a variance to establish or expand a use that is not permitted in the particular zoning district. Variances to density cannot be granted unless specifically provided for in the Land Development Code. Variances may only be granted for height, area, size of structure, setback, etc.

In stating the grounds for support of the application, an unnecessary hardship must be shown. This is a hardship that is peculiar to the specific land, structure or building involved and hardship that is not shared generally with other properties, or most, in the same zoning district. An economic hardship does not qualify as a justification for granting a variance (i.e. it is too expensive to build it that way). It is very important to show how your particular situation differs from others and how that situation provides a unique, undue and unnecessary hardship on your property.

You should show that the hardship does not exist because of your own actions and that granting the variance will not confer special privileges that are not enjoyed by other property owners. You should show that granting the variance will not adversely affect other properties and/or the character of the zoning district. The Land Development Review Board or City Council cannot grant a variance that may be detrimental to the public interest.

The LDRB or Council may attach appropriate and reasonable safeguards, or conditions, to the granting of a variance. These conditions are a part of the approval and strict conformance must be observed. The LDRB and Council are not bound to grant a variance simply because a request is made. The applicant must show the facts and the law applicable to this situation. A carefully prepared application listing the grounds on which the variance is sought is a prime requisite to possible favorable Board or Council action.

6. All of the following six criteria must be met before a variance can be granted. Space is provided for the applicant's response to each criterion. Attach additional sheets as necessary. The Land Development Review Board or City Council must find:
<p>A. That special conditions or circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district. <i>(Explain what of these conditions make your situation different from other properties)</i></p> <p style="text-align: center;">lot is on corner</p>
<p>B. That the special conditions and circumstances do not result from the actions of the applicant <i>(Explain how the situation was created)</i></p> <p style="text-align: center;">City code</p>
<p>C. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district <i>(Is what you want to do something special that other properties in the same zoning have not been allowed to do?)</i></p> <p style="text-align: center;">no, multiple properties built to edge of property, multiple scrapes, multiple drive way</p>
<p>D. That the literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district, and under the terms of the ordinance would create unnecessary and undue hardships on the applicant <i>(Is what you want to do something that is regularly done on other properties in the same zoning district and, if so, how does the ordinance prevent you from doing so?)</i></p> <p style="text-align: center;">Yes, has been done before</p>
<p>E. That the variance granted is the minimum variance that will make it possible the reasonable use of the land, building or structure <i>(Have you explored all other options to do what you want to do and found that the variance you are seeking is for the least amount necessary?)</i></p> <p style="text-align: center;">Yes, for the space needed this would be the most accommodating</p>
<p>F. That the granting of the variance will be in harmony with the general intent and purpose of the ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare <i>(Will what you are proposing have any negative effects on your neighbors or any other property or to public property, and if not why?)</i></p> <p style="text-align: center;">no, neighbors agree on construction design and improves my neighborhood</p>

APPLICATION & HEARING PROCESS

A pre-application meeting must be held with City Staff to ensure the application is complete. Applications must be submitted by Friday at 10:00 am, and deemed complete, to be scheduled for review by the Development Review Committee (DRC), which is regularly scheduled on Thursdays. Case reviews are generally scheduled two weeks out from the date of submittal, and your attendance or that of your representative is required. The DRC will review the application for compliance of codes and regulations, and may require additional information, necessitating additional DRC meetings. Following the DRC, the case will be scheduled for review by the Land Development Review Board (LDRB) or 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 this 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 Variance Application. 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.

**VARIANCE APPLICATION**

City of New Port Richey, Florida • Community Development Department  
5012 Main Street • New Port Richey, FL 34652 • 777-853-1047



6. All of the following six criteria must be met before a variance can be granted. Space is provided for the applicant's response to each criterion. Attach additional sheets as necessary. The Land Development Review Board or City Council must find:

A. That special conditions or circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district. (Explain what of these conditions make your situation different from other properties):  
 Flooding Zone Area needs to be built to protect property and Assets

B. That the special conditions and circumstances do not result from the actions of the applicant (Explain how the situation was created):  
 Property is in a low Flood Zone, water levels rise 4.5 FT during Hurricane. Due to side lot there is no other location to build

C. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district (Is what you want to do something special that other properties in the same zoning have not been allowed to do?):  
 these are houses that have these ~~same~~ same conditions & construction

D. That the literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district, and under the terms of the ordinance would create unnecessary and undue hardships on the applicant (Is what you want to do something that is regularly done on other properties in the same zoning district and, if so, how does the ordinance prevent you from doing so?):  
 Hurricane Damages and other home have similar request or properties yes, I would be subject to move

E. That the variance granted is the minimum variance that will make it possible the reasonable use of the land, building or structure (Have you explored all other options to do what you want to do and found that the variance you are seeking is for the least amount necessary?):  
 Due to the Available size and shape this would be the most reasonable request

F. That the granting of the variance will be in harmony with the general intent and purpose of the ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare (Will what you are proposing have any negative effects on your neighbors or any other property or to public property, and if not why?):  
 Neighbors Approve the design and look. All Agree would raise property Values.

**APPLICATION & HEARING PROCESS**

A pre-application meeting must be held with City Staff to ensure the application is complete. Applications must be submitted by Friday at 10:00 am, and deemed complete, to be scheduled for review by the Development Review Committee (DRC), which is regularly scheduled on Thursdays. Case reviews are generally scheduled two weeks out from the date of submittal, and your attendance or that of your representative is required. The DRC will review the application for compliance of codes and regulations, and may require additional information, necessitating additional DRC meetings. Following the DRC, the case will be scheduled for review by the Land Development Review Board (LDRB) or City Council.

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**VARIANCE APPLICATION**

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 5919 Main Street • New Port Richey, FL 34652 • 727-855-1047

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, Victor A. Santiago Soto 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.

Victor A. Santiago Soto  
Owner's Signature

Sworn to and subscribed before me by \_\_\_\_\_

this 18 day of October, 2024.

Personally Known OR  Produced Identification

Type of Identification Produced: FL DL

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.)

Victor A. Santiago Soto  
Owner or Representative's Name (Printed)

Victor A. Santiago Soto  
Owner or Representative's Signature

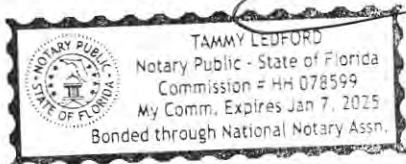
Sworn to and subscribed before me by \_\_\_\_\_

this 18 day of October, 2024.

Personally Known OR  Produced Identification

Type of Identification Produced: FL DL

Notary Signature: \_\_\_\_\_



VARIANCE APPLICATION

City of New Port Richey, Florida • Community Development Department  
5919 Main Street • New Port Richey, FL 34652 • 727-853-1027



<b>Parcel ID</b>		32-25-16-0120-00E00-0020 (Card: 1 of 1)							
<b>Classification</b>		00100-Single Family							
<b>Mailing Address</b> SOTO VICTOR SANTIAGO 5326 CARLTON RD NEW PORT RICHEY, FL 34652-1618		<b>Just Value</b>		<b>Property Value</b>					
<b>Physical Address</b> 5326 CARLTON ROAD, NEW PORT RICHEY, FL 34652		Ag Land				\$240,253			
<b>Legal Description (First 200 characters)</b> <a href="#">See Plat for this Subdivision</a>		Land				\$29,065			
JASMINE TERRACE SUBDIVISION PB 5 PG 113 LOT 2 BLOCK E		Building				\$209,371			
<b>Jurisdiction</b> CITY OF NEW PORT RICHEY		Extra Features				\$1,817			
<b>Community Dev District</b> N/A		Assessed				<b>Non-School</b>			
<b>Community Redevelopment Area</b> New Port Richey 2002		Homestead Exemption				\$240,253			
		Additional Exemptions				- \$50,000			
						- \$190,253			
						- \$215,253			
		<b>Taxable Value</b>				<b>School</b>			
						\$0			
						\$0			
<b>Land Detail (Card: 1 of 1)</b>									
<b>Line</b>	<b>Use</b>	<b>Description</b>	<b>Code</b>	<b>Zoning</b>	<b>Units</b>	<b>Type</b>	<b>Price</b>	<b>Condition</b>	<b>Value</b>
1	0100R	SFR	LP1-1	0MF1	6000.000	SF	\$5.03	0.95	\$28,671
2	0100R	SFR	LP1-2	0MF1	1125.000	SF	\$0.35	1.00	\$394
<b>Additional Land Information</b>									
<b>Acres</b>	<b>Tax Area</b>	<b>FEMA Code</b>	<b>Subsidence Activity</b>			<b>Neighborhood Code(s)</b>			
0.16	NP	AE	Stabilization/Remediation Complete (2016)			MF-N			
<a href="#">View Sketch</a> <a href="#">Building Information</a> - Use 0100-Single Family Residential (Card: 1 of 1)									

## Legal Description

**32-25-16-0120-00E00-0020**

Assessed in Section 32, Township 25 South, Range 16 East  
of Pasco County, Florida

JASMINE TERRACE SUBDIVISION PB 5 PG 113 LOT 2 BLOCK E

*Please be advised that our legal descriptions are for assessment purposes  
only, and are not intended for use in legal conveyances.*





FIELD WORK DATE: 5/3/2022 REVISION DATES: (REV.0 5/4/2022)

3743 BOUNDARY SURVEY PASCO COUNTY

PROPERTY ADDRESS SURVEY NUMBER 3743 5326 CARLTON ROAD, NEW PORT RICHEY, FLORIDA 34652



CLIENT ORDER NUMBER: DATE: 05/04/22 BUYER: VICTOR SANTIAGO SOTO SELLER: CERTIFIED TO: VICTOR SANTIAGO SOTO; LAW OFFICE OF JAMES J ALTMAN, PA; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; UNITED WHOLESALE MORTGAGE, LLC

LEGAL DESCRIPTION LOT 2, BLOCK E JASMINE TERRACE SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 113 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

POINTS OF INTEREST NONE VISIBLE

FLOOD INFORMATION BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE AE (WITH A BASE FLOOD ELEVATION OF 10). THIS PROPERTY WAS FOUND IN CITY OF NEW PORT RICHEY, COMMUNITY NUMBER 120232, DATED 06/05/2020.

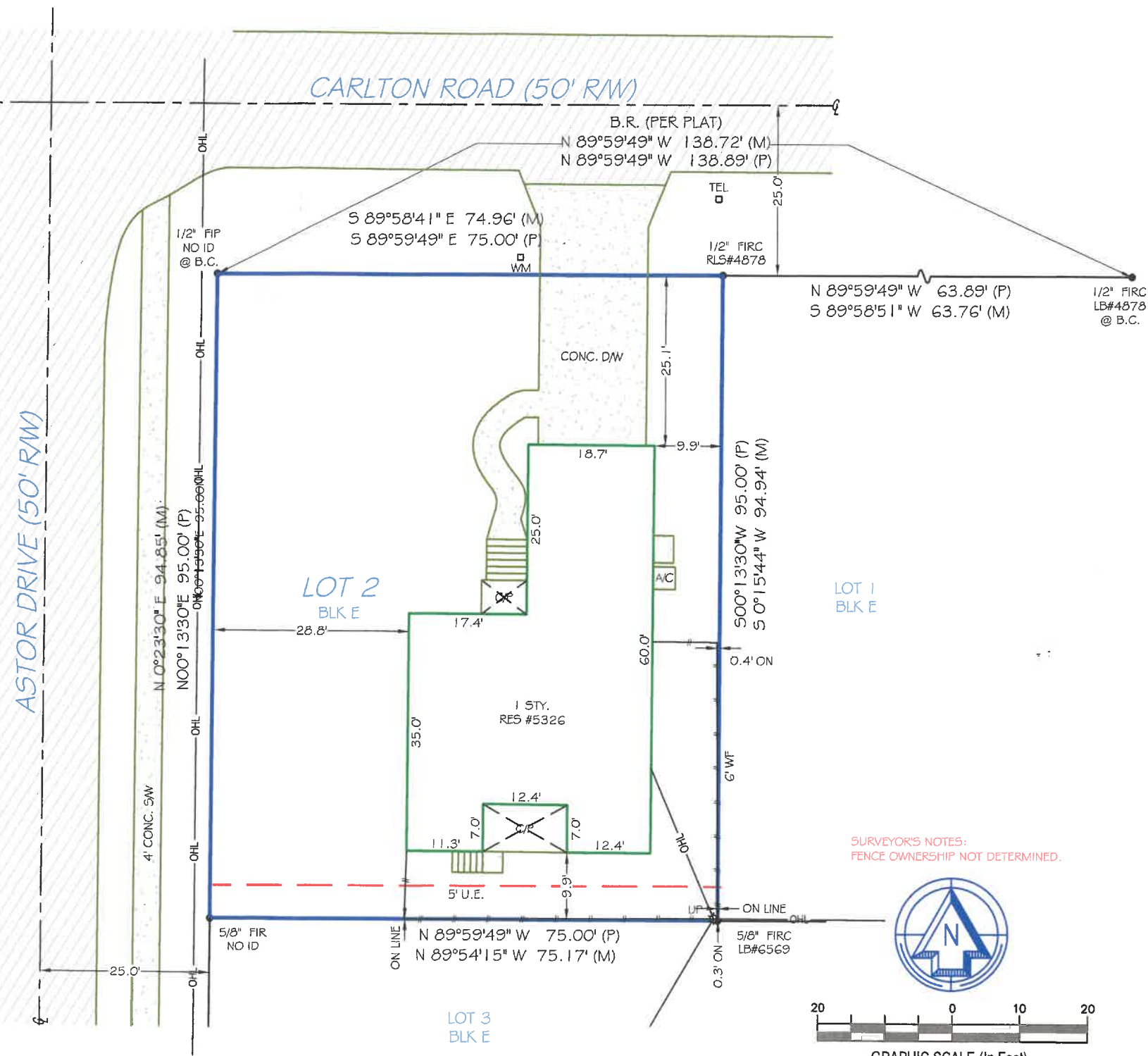
Job specific survey notes THE BEARING REFERENCE OF NORTH 89 DEGREES 59 MINUTES 49 SECONDS WEST IS BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CARLTON ROAD, LOCATED WITHIN JASMINE TERRACE SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 113 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.



RICHARD S. SHOUN State of Florida Professional Surveyor and Mapper License No. 6138

ASTOR DRIVE (50' RM)

CARLTON ROAD (50' RM)



SURVEYOR'S NOTES: FENCE OWNERSHIP NOT DETERMINED.



GRAPHIC SCALE (In Feet) 1 inch = 20' ft.

Table with 2 columns: SURVEYOR'S LEGEND, SYMBOLS (includes symbols for boundary lines, structures, fences, etc.)

Table with 2 columns: SURFACE TYPES (includes symbols for asphalt, concrete, wood, etc.) and SURVEYOR'S LEGEND (includes symbols for various survey features like monuments, markers, etc.)

Use of this survey other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give ANY rights or benefits to anyone other than those certified.

- 1. The Legal Description used to perform this survey was supplied by others. This survey does not determine or imply ownership.
2. This survey only shows improvements found above ground. Underground footings, utilities, and encroachments are not located on this survey map.
3. If there is a septic tank or drainfield shown on this survey, the location is approximate as the location was shown to us by a third party.
4. This survey is exclusively for the use of the parties to whom it is certified.
5. Additions or deletions to this survey map and report by other than the signing party or parties is prohibited without written consent of the signing party or parties.
6. Dimensions are in feet and decimals thereof.
7. Due to varying construction standards, house dimensions are approximate and should not be used for design or construction.
8. Any FEMA Flood zone data contained on this survey is for informational purposes only. Research to obtain such data was performed at www.fema.gov.
9. All corners marked as set are at a minimum a 1/2" diameter, 18" iron rebar with a cap stamped LB#816
10. If you are reading this survey in an electronic format, the information contained on this document is only valid if this document is

signed and sealed logs of all survey signature I are kept in the office of the performing surveyor. If this document is in paper format, it is not valid without the signature and original raised seal of a Florida Licensed Surveyor.
11. Unless otherwise noted, an examination of the abstract of title/ title commitment was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property. There may be additional right of ways, easements, taking, or encumbrances affecting the subject parcel contained within the public records that are not shown hereon.
12. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the center of the field location, and may not represent the actual shape or size of the feature.
13. Points of Interest (POI's) are selected above-ground improvements which may be in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. There may be additional POI's which are not shown, not called-out as POI's, or which are otherwise unknown to the surveyor. These POI's may not represent all items of interest to the viewer.
14. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
15. FENCE LOCATIONS SHOWN ARE APPROXIMATE.
16. UNLESS OTHERWISE NOTED, THE MEAN/ORDINARY HIGH WATER LINE NOR RIPARIAN RIGHTS WERE DETERMINED.

Bay Area Surveying and Mapping, Inc
LB# 8167
10651 Jacamar Drive
New Port Richey, FL 34654
office: 727.271.0119
bayareasurveying@gmail.com

project title:  
**PROPOSED GARAGE DEVELOPMENT**  
 client name:  
**MR. VICTOR SANTIAGO SOTO**  
 address:

**5326 CARLTON ROAD, NEW PORT RICHEY, FLORIDA 34652**

**RECEIVED**  
**DEC 05 2024**  
 DEVELOPMENT DEPARTMENT  
 CITY OF NEW PORT RICHEY

**SHEET LIST**

A0.00	COVER PAGE
A0.01	GENERAL NOTES
A1.01	SITE PLAN
A2.01	FOUNDATION LAYOUT
A2.02	MAIN FLOOR PLAN
A2.03	LOFT PLAN
A2.04	ROOF PLAN
A3.01	MAIN AND REAR VIEW
A3.02	RIGHT SIDE VIEW
A3.03	LEFT SIDE VIEW
A4.01	SECTION 1
A4.02	SECTION 2
S1.01	GROUND SLAB LAYOUT AND DETAILS
S1.02	GROUND BEAM LAYOUT AND BEAM DETAILS



**VICINITY MAP**



**WEMS MIAH DESIGNS LLC.**  
 RC. 7070028  
 Nr. 49, MKO Abiola Way,  
 Ring Road, Ibadan, Nigeria.

+234 706 319 7362  
[www.fiverr.com/wems\\_miah](http://www.fiverr.com/wems_miah)  
[wemsmiah@gmail.com](mailto:wemsmiah@gmail.com)

**MARCH, 2024**

### GENERAL

1. Refer to Uniform Building Code, latest edition, and the International Conference of Building Officials, with possible modifications, for most code references that govern where not otherwise stated in the Specification.

2. See Work section of general notes, site, clearing, excavating, grading, drainage, and retaining walls, for instructions on the work indicated on Drawings.

3. In the event there are design or construction details, specifications and references outside of these Specifications, the same shall prevail over the provisions of these Specifications.

4. Structural Specifications and drawings for any work hereon shall be prepared in accordance with the provisions of the International Building Code.

5. Specifications and drawings indicate finished structure. Builder shall be responsible for construction methods, procedures and conditions including safety, except as specifically indicated otherwise in the contract documents.

6. Construction shall not be commenced until the work shall have been in excess of 48 hours, unless indicated on drawings.

7. Work shall be done in accordance with the conditions specified on the drawings and in the International Building Code. Any provisions within Structural Drawings and Specifications or any conditions mentioned in the job title shall be required to comply in writing before commencement of any work affected by such provision.

8. Builder shall comply with all local codes and ordinances which apply to this work. No sign, notice and notice of construction from owner or any of its subsidiaries, including control documents and governing regulations.

9. All materials, methods, components, equipment, assemblies etc. shall be handled and installed in accordance with manufacturers' instructions. Where various manufacturers products are used for the same work, the most applicable standards and specifications shall be used.

10. No variation by a Building Official shall be binding on the Employer.

11. Builder shall investigate site during clearing and work before construction for any obstructions or buried utilities such as gas, water, cables, telephones, etc. If any such items are found, owner shall be notified immediately.

12. Builder shall not be allowed to perform basement retaining walls work.

13. Concrete in retaining walls has reached its specified 28 day strength.

14. All structural floor framing including precast slabwork retained to provide work a complete and full finished floor.

15. Foundation walls of individual rooms located below grade shall be waterproofed with a membrane system from the application to the finished grade level. The membrane shall consist of either 2 mils polyethylene or 15 mils polyethylene, 15 mils polyethylene or equivalent material. The use of the selected membrane shall be approved in writing by the Employer.

16. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

17. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

18. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

19. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

20. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

21. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

22. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

23. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

24. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

25. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

26. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

27. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

28. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

29. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

30. Foundation walls shall be finished with a minimum 1/2" thick concrete finish and a minimum 1/4" thick plaster finish.

4. Concrete shall be conveyed and deposited in accordance with recommendations of ACI 303.

5. Reinforcement shall be provided as indicated on drawings and specifications. Reinforcement shall be provided in accordance with manufacturer's printed instructions.

6. Except where detailed on Structural Drawings, reinforcement shall be provided in all to provide adequate fire resistance.

7. Design, fabrication, installation and removal of concrete formwork shall comply with the provisions of the International Building Code.

8. Concrete shall be placed in accordance with the provisions of the International Building Code.

9. Concrete shall be placed in accordance with the provisions of the International Building Code.

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33. Concrete shall be placed in accordance with the provisions of the International Building Code.

### WOOD

1. See notes.

2. Light framing - No. 2 and better.

3. Heavy framing - No. 1 and better.

4. Plywood shall be provided in accordance with the provisions of the International Building Code.

5. Plywood shall be provided in accordance with the provisions of the International Building Code.

6. Plywood shall be provided in accordance with the provisions of the International Building Code.

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### W

1. Underlayment on 1/2" Mason board sheathing paper.

2. Underlayment on 1/2" Mason board sheathing paper.

3. Underlayment on 1/2" Mason board sheathing paper.

4. Underlayment on 1/2" Mason board sheathing paper.

5. Underlayment on 1/2" Mason board sheathing paper.

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30. Underlayment on 1/2" Mason board sheathing paper.



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client: MR. VICTOR SANTIAGO SOTO

project title: PROPOSED GARAGE DEVELOPMENT

project address: 5326 CARLTON ROAD, NEWPORT RICHEY, FLORIDA 34652

Project number: F24-028
Date: MARCH, 2024

### GENERAL NOTES

IA0.01



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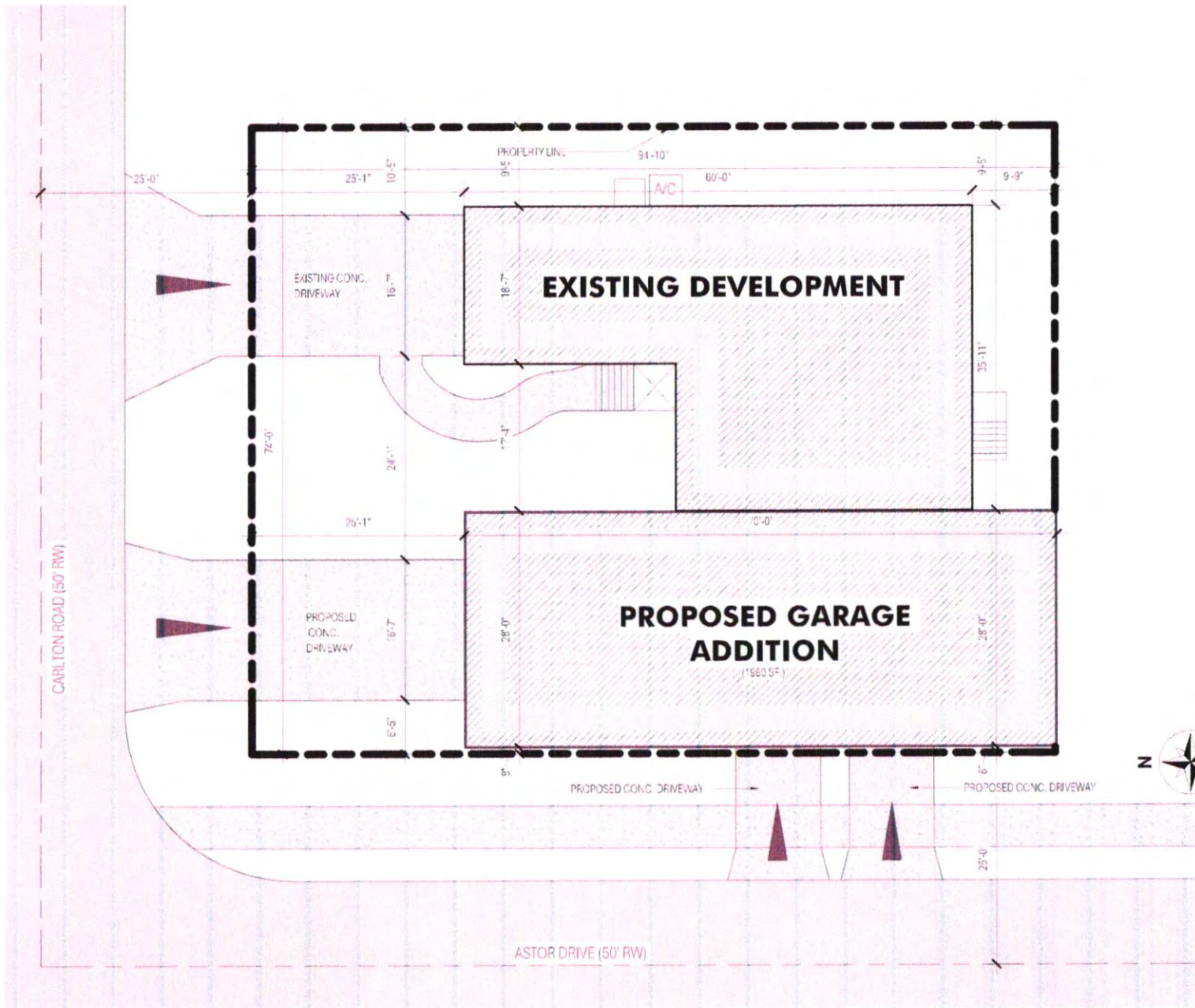
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**SITE PLAN**

**A1.01**



**01 SITE PLAN**  
 1/8" = 1'-0"





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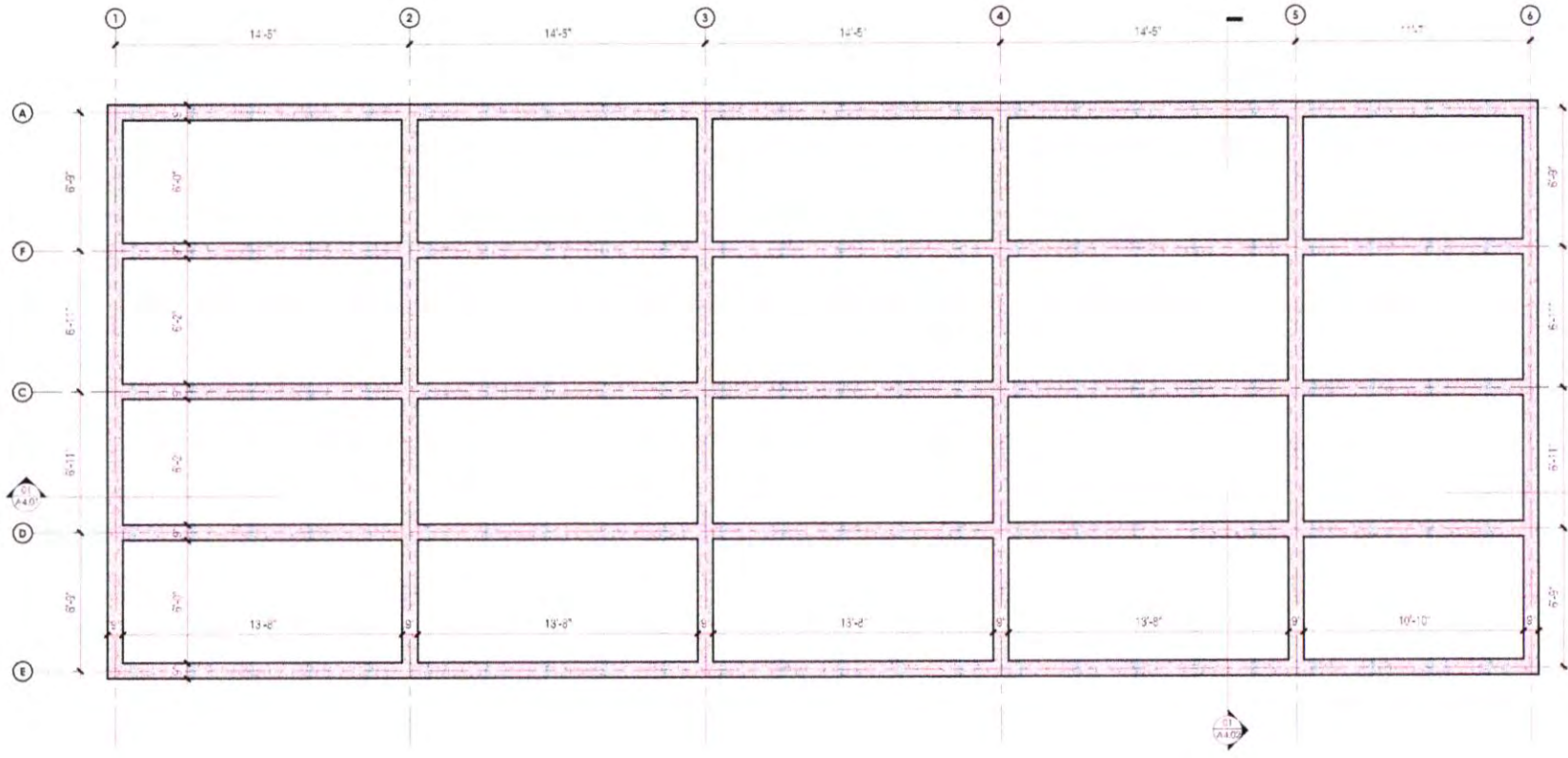
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**FOUNDATION LAYOUT**

**A2.01**



**01 FOUNDATION LAYOUT**  
 1/4" = 1'-0"



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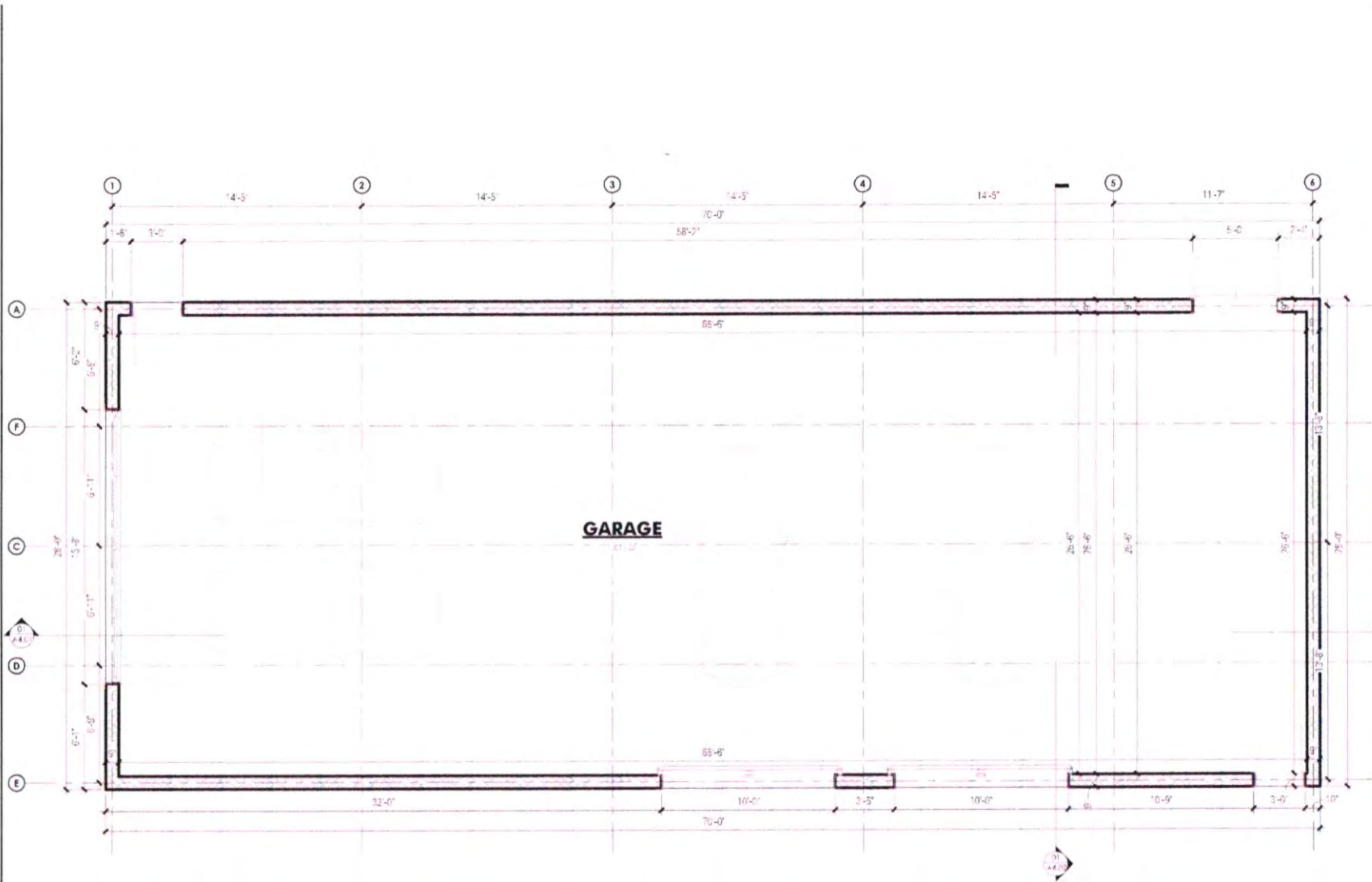
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**MAIN FLOOR PLAN**



**01 MAIN FLOOR PLAN**  
 1/4" = 1'-0"

**A2.02**



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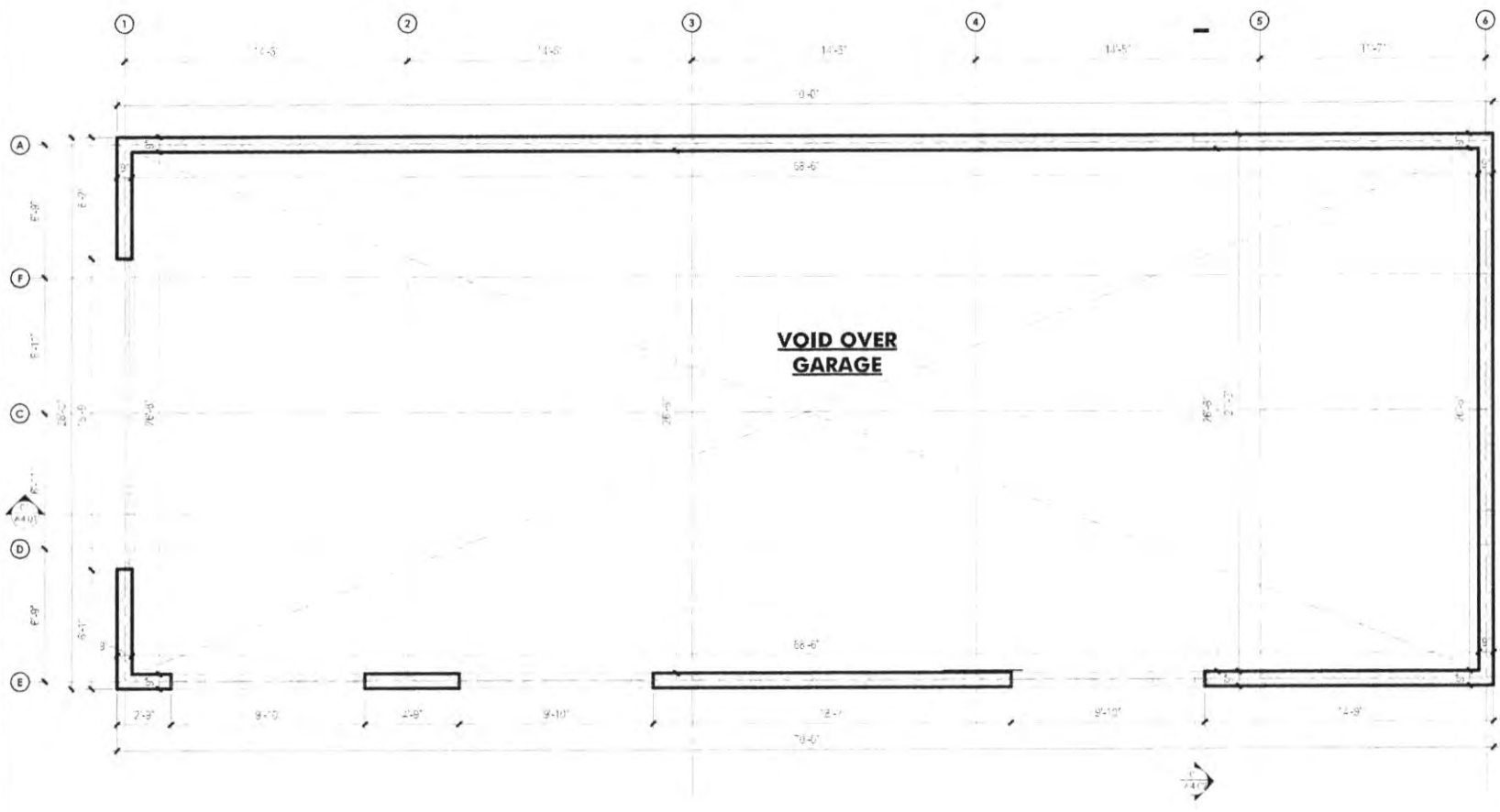
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**LOFT PLAN**

**A2.03**



**01 LOFT PLAN**  
1/4" = 1'-0"



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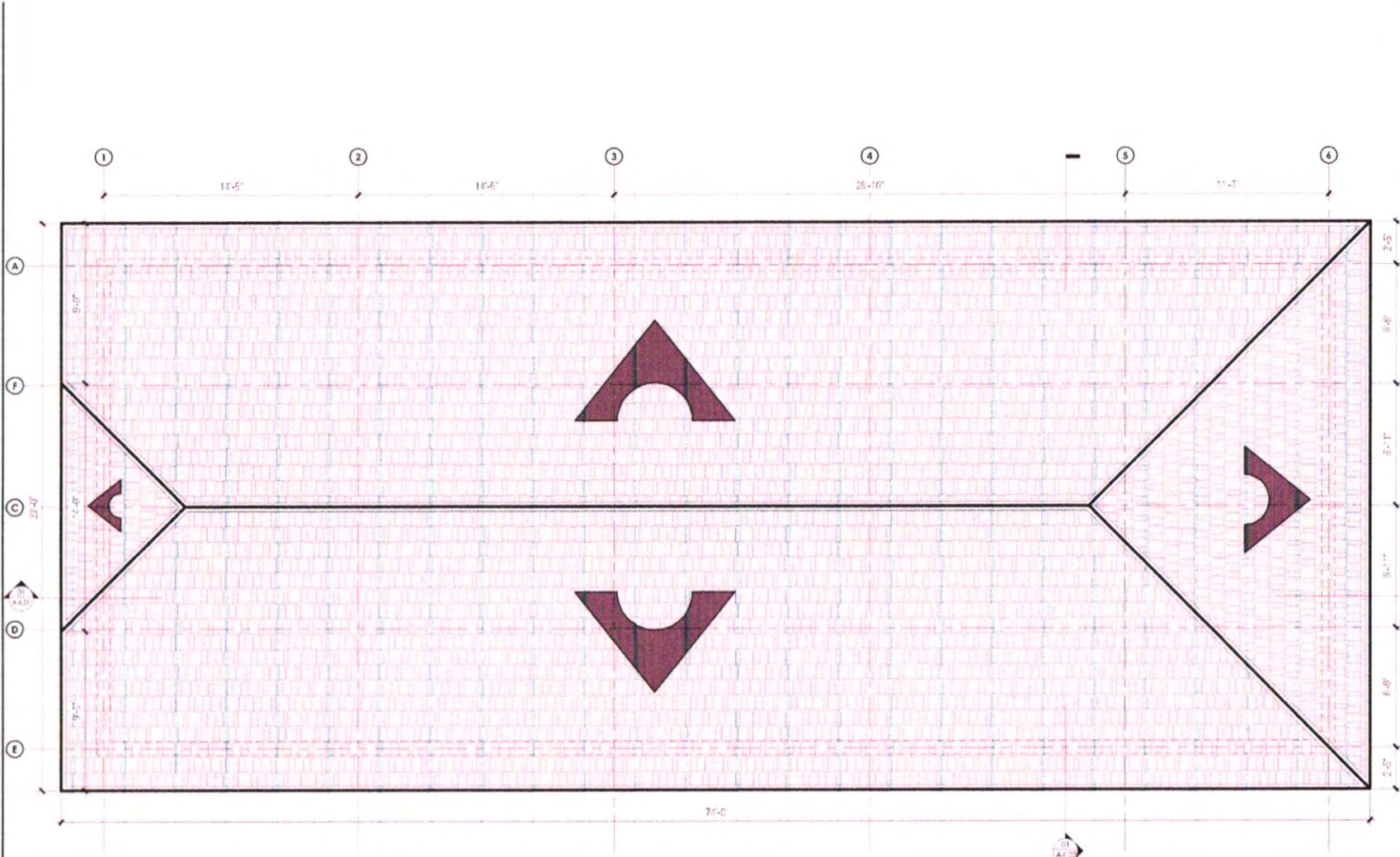
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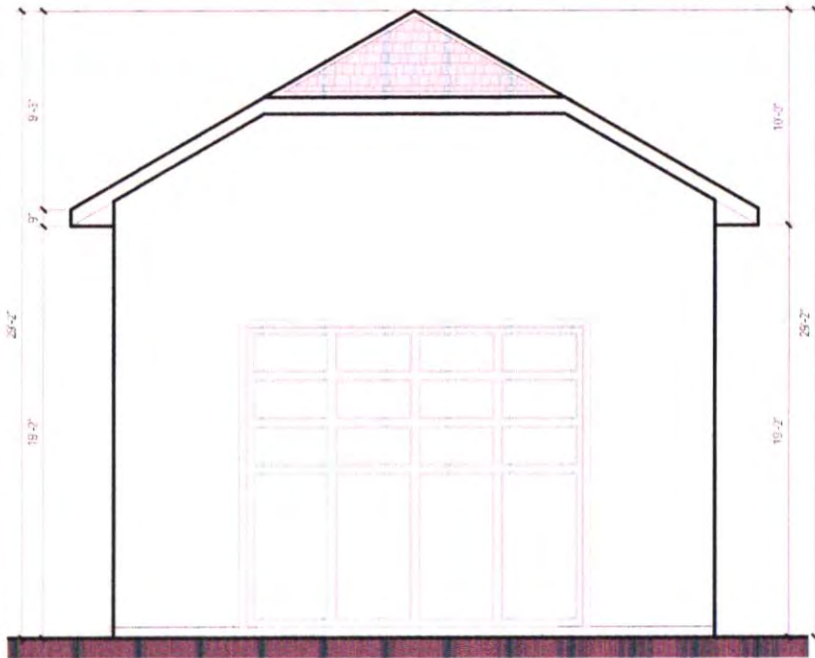
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**ROOF PLAN**

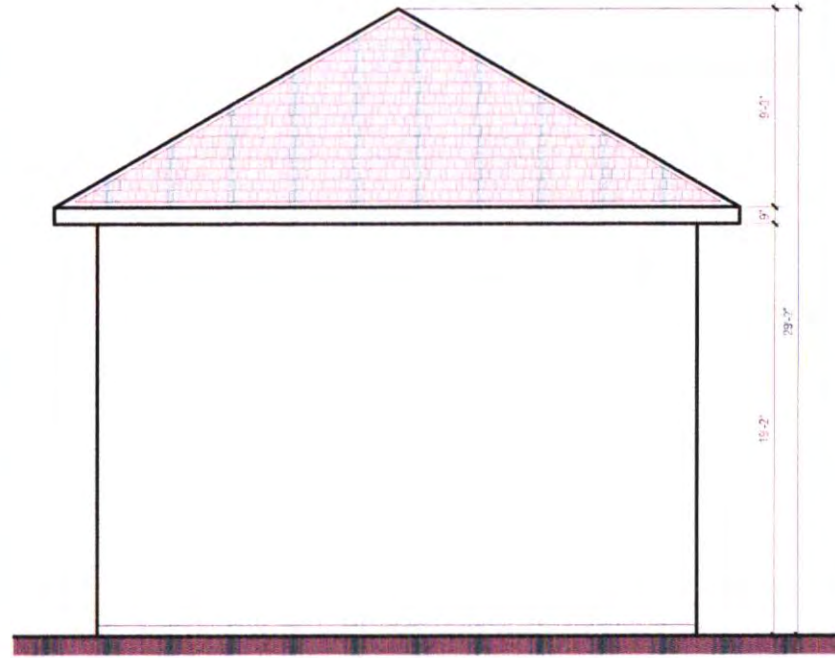
**A2.04**



**01 ROOF PLAN**  
1/4" = 1'-0"



**01 MAIN VIEW**  
1/4" = 1'-0"



**02 REAR VIEW**  
1/4" = 1'-0"

**GENERAL FRAMING NOTES:**

THE FOLLOWING NOTES ARE SUGGESTED MINIMUM REQUIREMENTS ONLY. DUE TO A VARIANCE OF CODES PER REGION, PLEASE REFER AND COMPLY WITH ALL YOUR LOCAL CODES. CONSULT WITH LOCAL ENGINEERS FOR ALL STRUCTURAL REQUIREMENTS.

1. PROVIDE PURLINS AT MID-HEIGHT OF ALL WALLS.
2. ALL JOISTS AND RAFTERS SHALL BE ALIGNED OVER STUDS BELOW.
3. ALL HEADERS SHALL BE 2X2X10S WITH 1/2" PLYWOOD FURCH PLATE UNLESS OTHERWISE NOTED.
4. PROVIDE 1X4 CROSS BRACING AT MID POINT OF SPAN OR 8'-0" O.C. MAXIMUM IN ALL FLOORS.
5. ALL EXTERIOR CORNERS INSIDE AND OUTSIDE CORNERS SHALL BE BRACED WITH 1/2" CDX PLYWOOD. NAILING SCHEDULE SHALL BE RD COMMONS AT 4" O.C. AT ALL EDGES AND 8D COMMONS AT 12" O.C. AT ALL INTERMEDIATE STUDS. (OPTION-APPROVED DIAGONAL CORNER BRACES BOTH DIRECTIONS AT ALL CORNERS)
6. ALL COLUMNS OR SOLID FRAMES SHALL EXTEND DOWN THRU ALL LEVELS AND TERMINATE AT THE BOTTOM FLOOR AND BE SUPPORTED BY THICKENED SLAB OR PAI BEAM, OR FOOTING DESIGNED TO CARRY LOAD.
7. PROVIDE DOUBLE 2X4 STRONGBRAC AT MIDSPAN FOR CEILING JOISTS WITH SPAN GREATER THAN 10'-0".
8. PROVIDE COLLAR TIES AT UPPER 1/3 OF VERTICAL DISTANCE BETWEEN RIDGE BOARD AND CEILING JOISTS AT 4'-0" O.C. MAXIMUM.
9. HIP, VALLEY RAFTERS, AND RIDGE BOARDS SHALL BE ONE (2X) SIZE LARGER THAN RAFTERS.
10. ROOF DECKING SHALL BE 1/2" CDX PLYWOOD MINIMUM.
11. WHERE PRE ENGINEERED FLOOR AND ROOF TRUSSES ARE USED, TRUSS MANUFACTURER MUST PROVIDE SHOP DRAWINGS WHICH BEAR SEAL OF REGISTERED ENGINEER IN STATE IN WHICH WORK IS TO BE PERFORMED.
12. ALL SOLID FRAMING, COLUMNS, BEAMS, ETC., TO BE DESIGNED BY LOCAL STRUCTURAL ENGINEER AND MEET ALL LOCAL CALLS.
13. ALL FRAMED WALLS DIMENSIONS ARE BASED ON 2X4 STUDS UNLESS OTHERWISE NOTED.
14. COLUMNS SHALL BE ADEQUATELY ANCHORED TO SLAB TO PREVENT LATERAL DISPLACEMENT PER IRC R407.3.
15. SITE-ASSEMBLED HEADERS AND GIRDERS TO BE SIZED PER IRC TABLE R502.3(1) AND (2)
16. HEADERS AND GIRDERS WHOSE SPAN EXCEEDS T-OSE LISTED IN IRC TABLE R502.5(1) AND (2) ARE TO BE ENGINEERED BEAMS TO BE SIZED BY A QUALIFIED PARTY.
17. ROOF AND FLOOR SHEATHING TO COMPLY WITH SPAN CHART R502.2.1.1 (1)

**RAFTER SPANS**

RAFTER SPANS FOR SOUTHERN PINE SPECIES  
(LIVE LOAD = 20 PSF, LE = 240, DEAD LOAD = 10 PSF)

SIZE	SPACING (INCHES)	VISUALLY GRADED #2 SOUTHERN PINE (MAXIMUM CEILING JOIST SPAN) (FT-IN)
2x6	12.0	12-11
	16.0	11-2
	19.2	10-2
	24.0	9-2
2x8	12.0	16-1
	16.0	14-7
	19.2	12-11
	24.0	11-1
2x10	12.0	19-5
	16.0	16-10
	19.2	15-1
	24.0	13-3
2x12	12.0	22-0
	16.0	19-10
	19.2	18-1
	24.0	16-2

NOTE: THE ABOVE TABLE IS BASED ON THE IRC 2018 TABLE R602.4.1 (B)

**CEILING JOIST SPANS**

CEILING JOIST SPANS FOR SOUTHERN PINE SPECIES (UNHABITABLE ATTIC WITHOUT STORAGE, LIVE LOAD = 20 PSF, LE = 240, DEAD LOAD = 10 PSF)

IF HABITABLE ATTIC SPACE OR STORAGE IS DESIRED, REFER TO INTERNATIONAL RESIDENTIAL CODE BOARD SPAN TABLES

SIZE	SPACING (INCHES)	VISUALLY GRADED #2 SOUTHERN PINE (MAXIMUM CEILING JOIST SPAN) (FT-IN)
2x4	12.0	5-3
	16.0	4-0
	19.2	3-4
2x6	24.0	7-4
	19.2	10-11
	16.0	12-0
2x8	19.2	11-0
	16.0	14-0
	12.0	17-1
2x10	16.0	15-3
	12.0	17-1
	9.2	19-1
2x12	12.0	19-5
	9.2	22-0
	6.0	24-0

NOTE: THE ABOVE TABLE IS BASED ON THE IRC 2018 TABLE R602.4.1 (C)



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Project number  
Date: **F24-028 MARCH, 2024**

**MAIN AND REAR VIEW**

**A3.01**

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**RIGHT SIDE VIEW**

**A3.02**



**01 RIGHT SIDE VIEW**  
1/4" = 1'-0"



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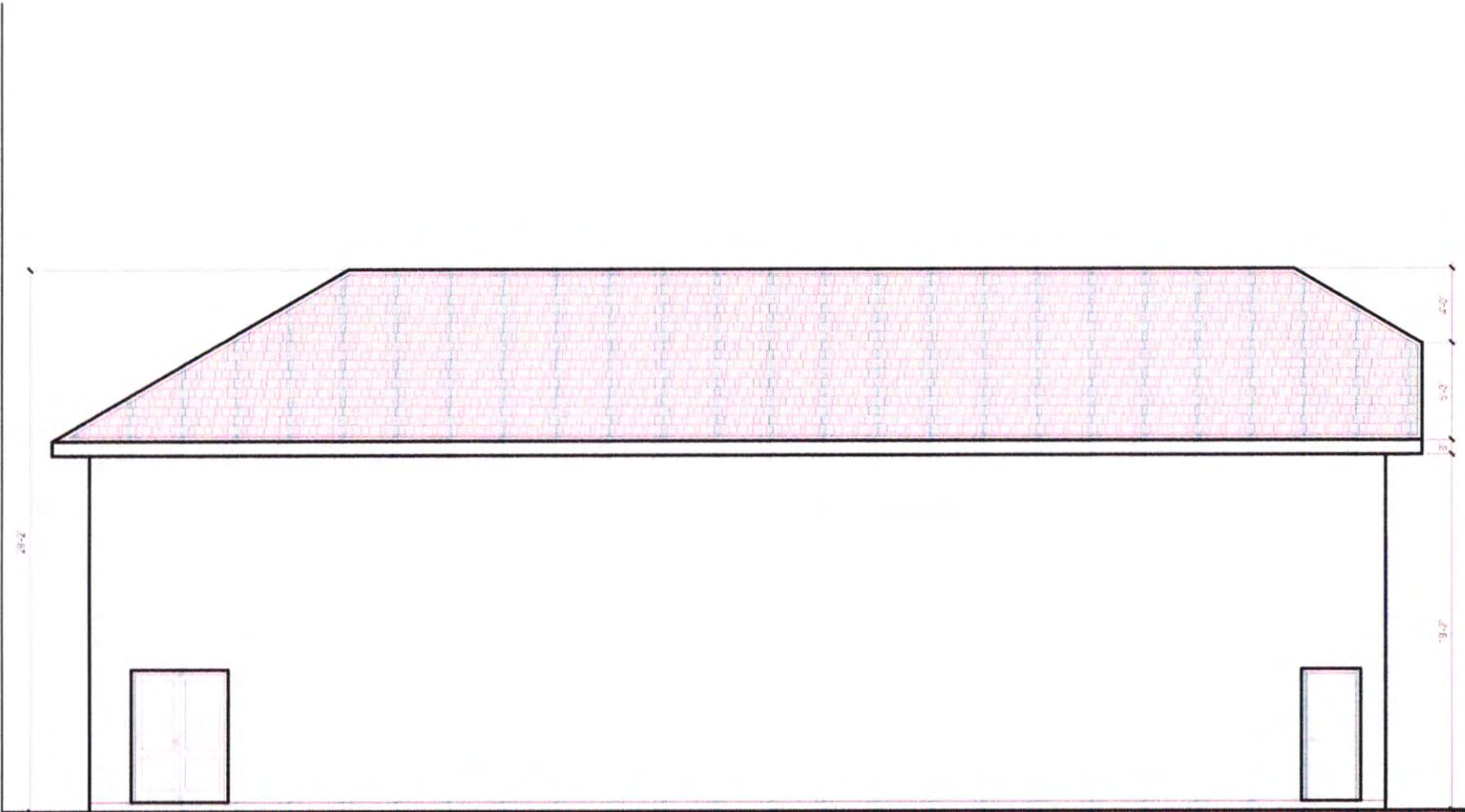
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**LEFT SIDE VIEW**

**A3.03**



**01 LEFT SIDE VIEW**  
1/4" = 1'-0"



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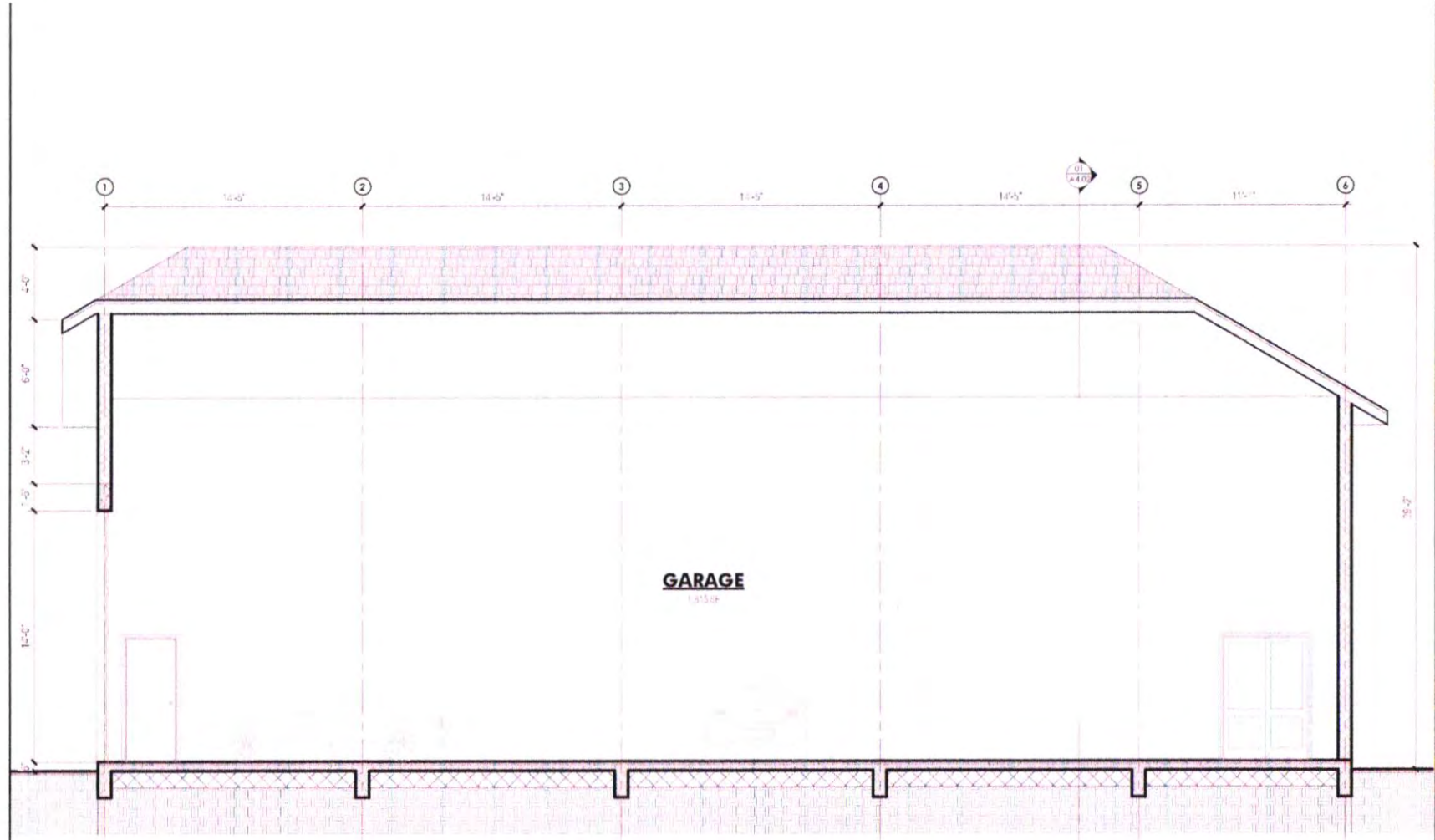
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**SECTION 1**

**A4.01**



**01 SECTION 1**  
 1/4" = 1'-0"





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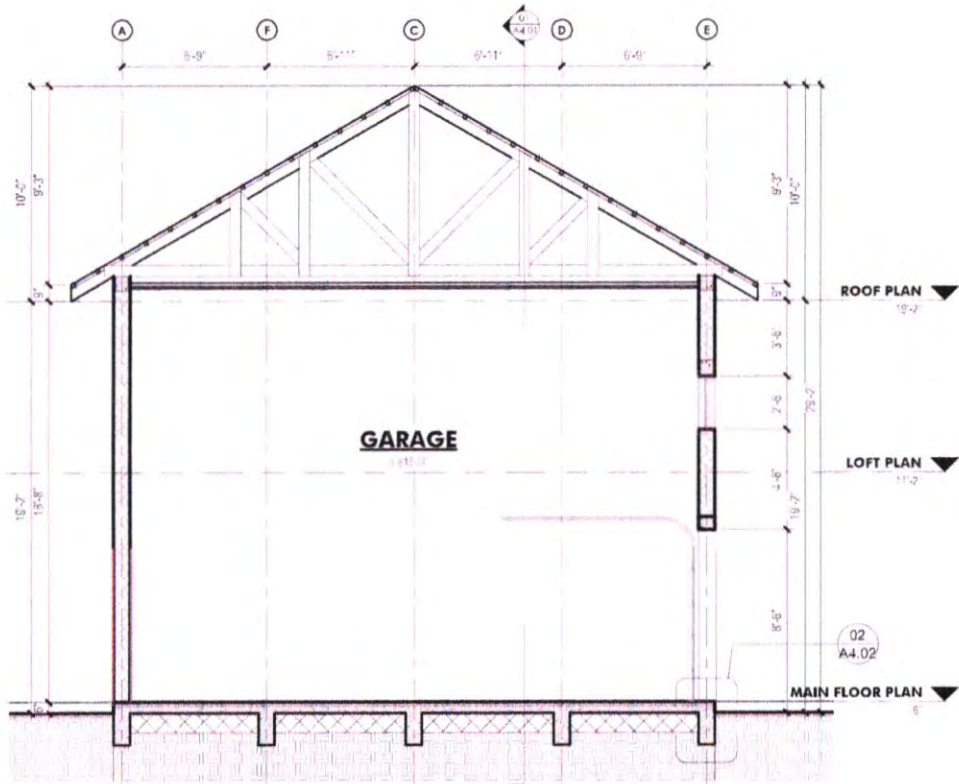
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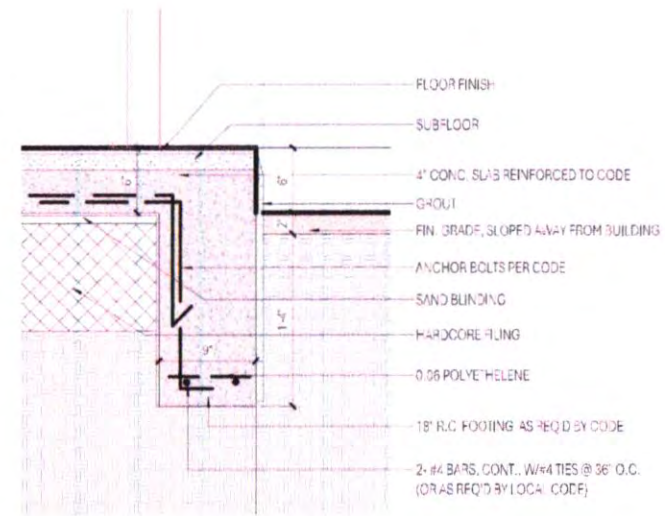
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**SECTION 2**

**A4.02**

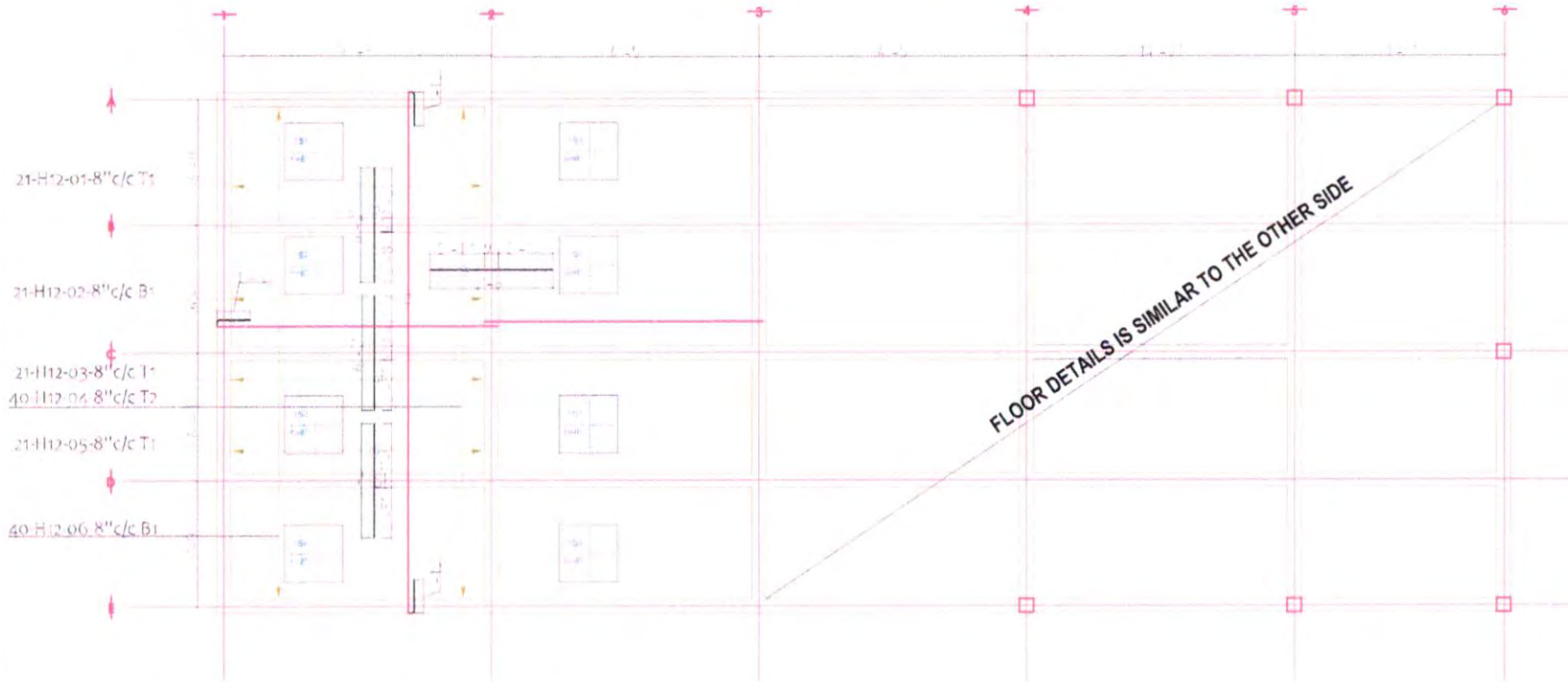


**01 SECTION 2**  
 1/4" = 1'-0"



**02 FOOTING DETAILS**  
 1 1/2" = 1'-0"

## GROUND SLAB LAYOUT & DETAILS



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  3. Do not scale drawings.
  4. Report all discoveries of error, omissions, or discrepancies to the owner, designer or engineer as applicable.
  5. Use only the latest revised drawing, or those that are marked "issued for construction".
  6. The drawings are the property of the owner and must be returned on completion of the project. Any unauthorized use is prohibited.

client:  
**MR. VICTOR SANTIAGO SOTO**

project title:  
**PROPOSED GARAGE DEVELOPMENT**

project address:  
**5326 CARLTON ROAD, NEW PORT RICHEY, FLORIDA 34652**

Project number: **F24-028**  
 Date: **MARCH, 2024**

**GROUND SLAB LAYOUT AND DETAILS**

**S1.01**

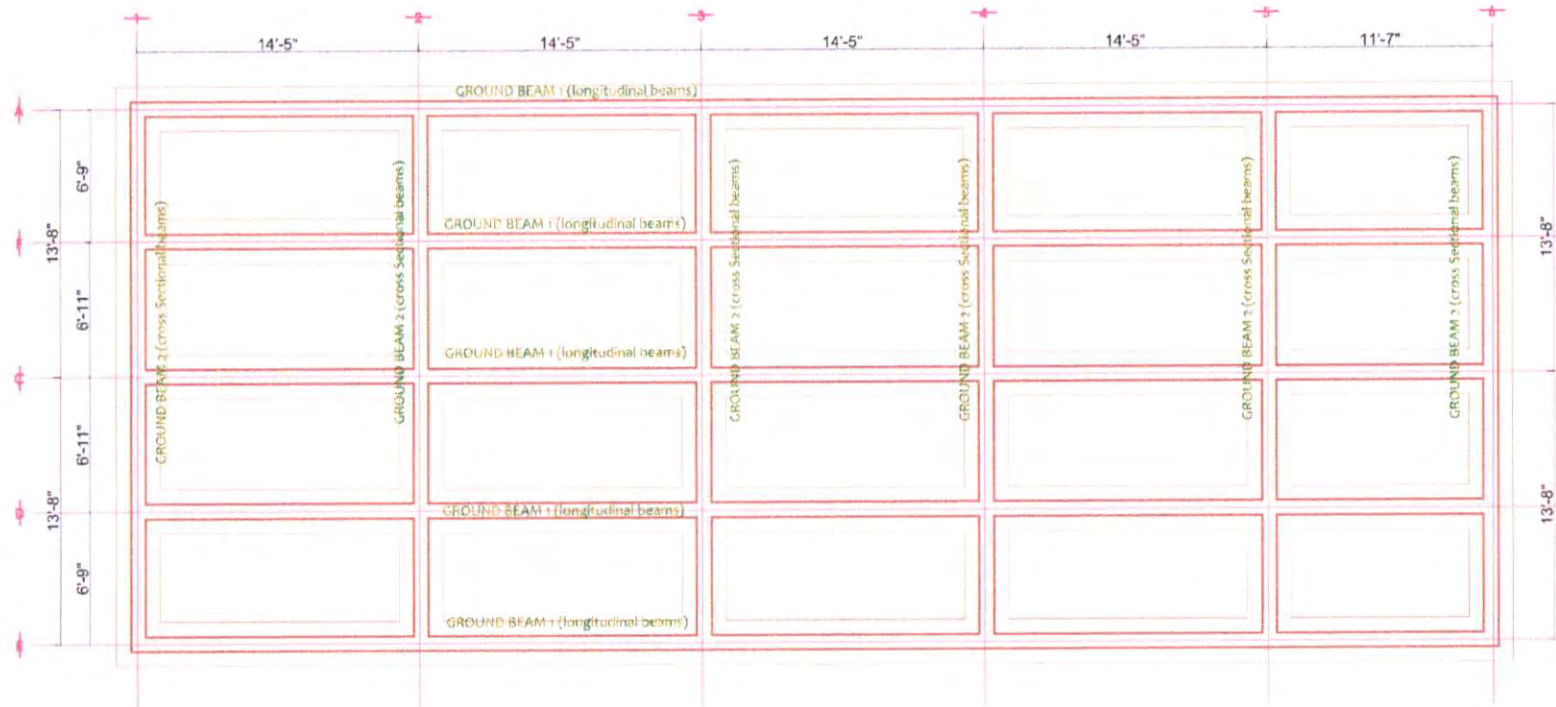
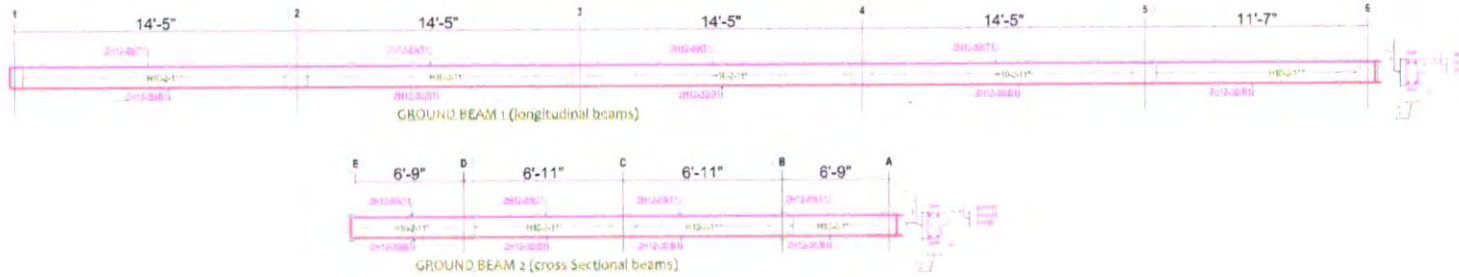
### 01 GROUND SLAB LAYOUT AND DETAILS

1/4" = 1'-0"

**STRUCTURAL ENGINEER'S NOTES:**

1. THIS DRAWING IS PREPARED TO CONFORM WITH FLORID BUILDING CODE.
2. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECT'S & ENGINEER'S DRAWING.
3. DEPTH OF FOUNDATION TO BE DECIDED ON SITE BY ENGINEER'S REPRESENTATIVES.
4. CONCRETE IS 1:2:4 MIX (EXCEPT WHERE SPECIFIED) WORK CUBE STRENGTH AT 28 DAYS.
5. COVER TO MAIN REINFORCEMENT TO BE 1" SLAB, 1" IN BEAM, 2" IN COLUMN AND 2" IN FOUNDATION.
6. ABBREVIATIONS: T DENOTES TOP, B DENOTES BOTTOM, H "DEFORMED GRADE BAR"
7. ALL DIMENSIONS EXCEPT FOR STRUCTURAL MEMBERS ARE TO ARCHITECT'S DETAILS & SPECIFICATION
8. THE ENGINEER ACCEPT NO RESPONSIBILITY FOR BUILDINGS NOT SUPERVISED BY HIM.
9. WHERE THERE IS A DISCREPANCY BETWEEN DIMENSION AND SCALE FORMER SHALL BE FOLLOWED.

## GROUND BEAM LAYOUT & BEAM DETAILS



**WEMS MIAH  
DESIGNS LLC.**  
 WEMS MIAH DESIGNS LLC.  
 RC. 7070028  
 Nr. 49, MKO Abiola Way,  
 Ring Road, Ibadan, Nigeria.  
 +234 706 319 7362  
 www.fiverr.com/wems\_miah  
 wemsmiah@gmail.com

- NOTES:**
- All dimensions are in millimeters.
  - Verify all dimensions prior to construction.
  - Do not scale drawings.
  - Report all discoveries of error, omissions, or discrepancies to the owner, designer or engineer as applicable.
  - Use only the latest revised drawings or those that are marked "Issued for Construction".
  - This drawings are the property of this owner and must be returned on completion of the project. Any unauthorized use is prohibited.

client:  
**MR. VICTOR SANTIAGO SOTO**

project file:  
**PROPOSED GARAGE  
 DEVELOPMENT**

project address:  
**5326 CARLTON ROAD, NEW PORT  
 RICHEY, FLORIDA 34652**

Project number: **F24-028**  
 Date: **MARCH, 2024**

**GROUND BEAM  
 LAYOUT AND BEAM  
 DETAILS**

**S1.02**

## **01** GROUND BEAM LAYOUT AND BEAM DETAILS

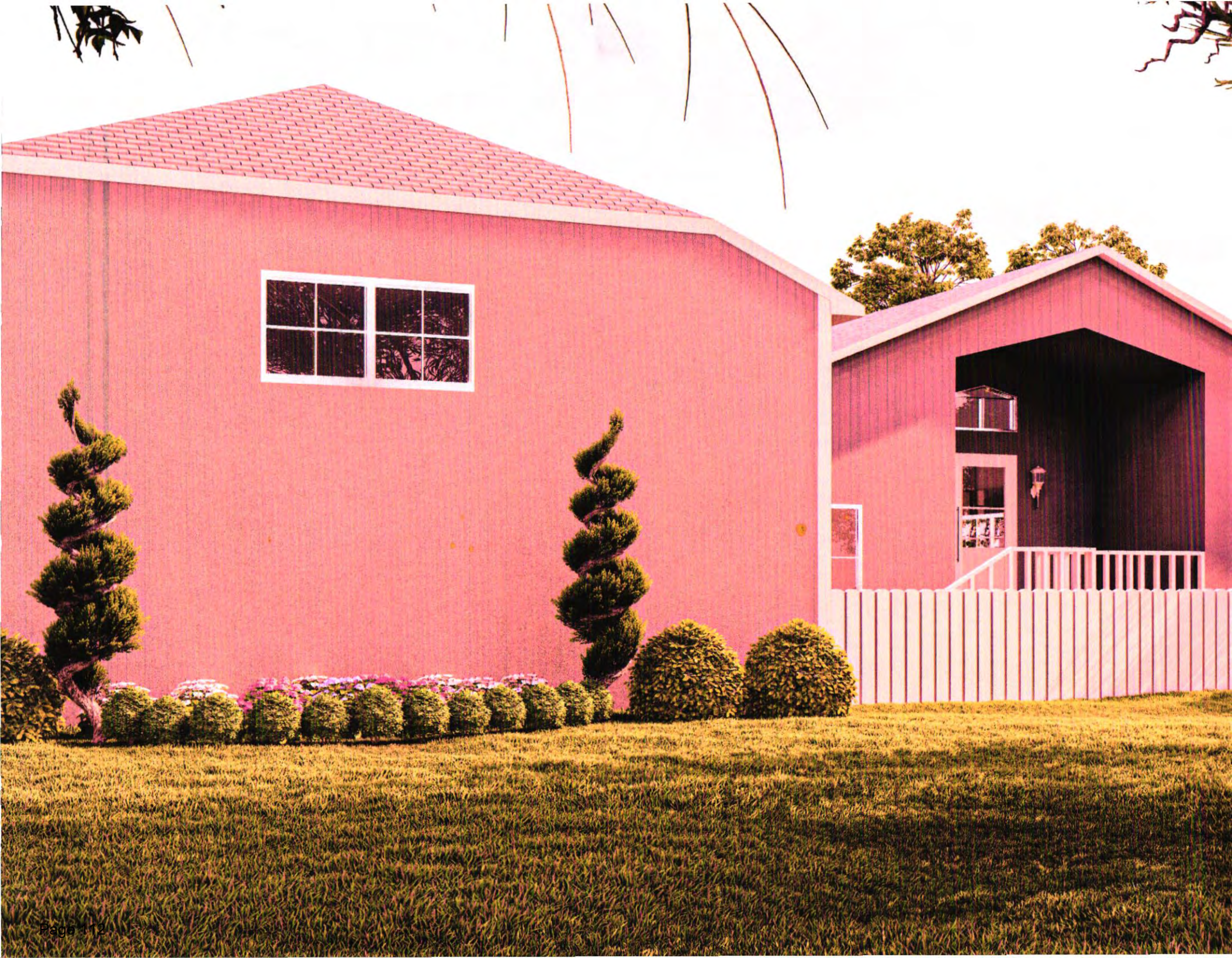
1/4" = 1'-0"

















LAND DEVELOPMENT REVIEW BOARD - MINUTES  
CITY OF NEW PORT RICHEY  
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS  
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA  
December 19, 2024  
2:00 PM

---

Chairman John Grey called the December 19, 2024 Land Development Review Board (LDRB) public meeting and hearing to order at 2:02 pm.

Mr. Grey 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

John Grey  
Don Cadle  
Dan Maysilles  
Robert Smallwood

Staff in Attendance

Lisa Algieri, Senior Planner  
Robert Tefft, Senior Planner  
Corey Wright

Mr. Grey led the pledge of allegiance.

Dr. Cadle made a motion to approve the minutes of the Board's meeting of October 24, 2024, subject to a change to reflect Mrs. deChant having stepped down from the Board at meetings end. Mr. Maysilles seconded the motion. The motion was approved unanimously.

Dr. Cadle made a motion to approve the minutes of the Board's meeting of November 21, 2024. Mr. Maysilles seconded the motion. The motion was approved unanimously.

**Case: VAR-24-10-0022 - 5326 Carlton Road**

Robert Tefft presented the staff report. Mr. Tefft discussed with the Board the three variances being requested, and that they were for the purpose of constructing a four-car garage addition to the existing single-family dwelling. Mr. Tefft informed the Board of the existing utility easement along the south property line and that the proposed addition would be within the easement. Mr. Tefft also discussed the six variance criteria and how the applicant's request was not in compliance, and that the Development Review Committee recommended denial of the variance requests.

The applicant, Mr. Soto, explained to the Board that the easement was no longer in use, that the existing trees would be retained and would not be damaged by the addition, that the property experienced four and one-half inches of water due to Hurricane Helene, and that other property's with similar setback encroachments exist in the area. When asked for specifics

by the Board, Mr. Soto provided the addresses 6448 and 6516 River Road and attempted to show these encroachments to the Board on his cell phone. Mr. Soto also introduced new evidence to the Board that was not in his application – photos of the alleged property allegedly during Hurricane Helene, and letters in support of his request.

One resident did speak in regard to the request; however, their name, address, and whether they were supportive of the application was unclear.

The Board members discussed the merits of the request. Mr. Smallwood made a motion to deny the variance requests. Dr. Cadle seconded the motion. The motion was approved unanimously and the variance application was denied.

**Case: Ordinance No. 2024-2315 - LDC Amendment for Home-Based Business**

Mr. Tefft presented the staff report. Mr. Tefft informed the Board that the proposed changes to the City's Home Occupation ordinance are necessary to be in compliance with State Statutes that adopted local government restrictions on home-based businesses.

The Board generally discussed the need for the proposed changes, and Mr. Maysilles questioned the specifics of some of the proposed changes and requested clarification as to how each of the current provisions of the ordinance would be amended. Dr. Cadle made a motion to recommend approval of the amendment to the Land Development Code. Mr. Smallwood seconded the motion. The motion was approved 3-1. Mr. Maysilles voted to deny the motion.

**Case: Ordinance No. 2024-2316 - Repeal of Ordinance No. 2024-2305**

Mr. Tefft presented the memorandum staff report and informed the Board that the recently approved moratorium on building permits for recently annexed properties was no longer needed, and that the proposed ordinance would repeal the moratorium.

Dr. Cadle made a motion to recommend approval of the ordinance. Mr. Maysilles seconded the motion. The motion was approved unanimously.

Meeting adjourned at 2:59 pm.



# COMMUNITY DEVELOPMENT

NEW PORT RICHEY

CITY HALL, 5919 MAIN STREET, 1<sup>ST</sup> FLOOR, NEW PORT RICHEY, FL 34652

December 20, 2024

Victor Santiago Soto  
5326 Carlton Road  
New Port Richey, FL 34652

**RE: VAR-24-10-0022, 5326 Carlton Road**

Mr. Soto,

At its meeting of December 19, 2024, the Land Development Review Board (LDRB) convened to hear your request for a variance to reduce the front yard (Astor Drive) setback from 25 feet to 8 inches, a variance to reduce the rear yard (south) setback from 10 feet to 0 feet, and a variance to increase the maximum impervious surface ratio from 60% to 67%.

The LDRB heard testimony, reviewed the evidence presented, and accepted the recommendation of the Development Review Committee (DRC) to deny the request. The LDRB voted 4-0 to deny your variance citing the following reasons for their decision:

1. That granting the variance would result in a lack of uniformity in setback with surrounding properties;
2. That granting the variance would set a negative precedent;
3. That granting the variance would result in too much building being built on the property;
4. That granting the variance would result in a structure more consistent with commercial use than a residential use.

Pursuant to Land Development Code (LDC) Section 5.03.02, any person desiring to appeal a decision by the LDRB relating to the grant or denial of a variance shall file, with the City Manager, a notice of appeal in writing and on a form to be provided by the City Manager upon request. An appeal shall be considered timely only if it is received by the City Manager within ten (10) days after the public meeting of the LDRB at which the decision on approval or denial of the petition for variance was originally determined. Accordingly, your appeal must be filed no later than Monday, December 30, 2024.

Should you have any questions, please do not hesitate to contact me either at (727) 853-1017 or via email at [tefftr@cityofnewportrichey.org](mailto:tefftr@cityofnewportrichey.org).

Regards,

A handwritten signature in blue ink, appearing to be 'RT', with a long horizontal flourish extending to the right.

Robert Tefft, CNU-A  
Senior Planner

TO: CITY OF NEW PORT RICHEY

FROM: Rosemarie Bialawas  
7046 Astor Drive  
New Port Richey, FL 34652

RE: Permission to build a garage at  
Curtton Road, New Port Richey

To whom it may concern:

I am the next door neighbor of Victor Santiago. He is currently attempting to obtain a proper permit to construct a garage to house his vehicles. The garage will not impair my visual sight when pulling in and out of my driveway. I have no concerns with his intended plans.

Because his home is built atop several inches of concrete, Victor's home was used as a safe haven for several neighbors during Hurricane Helene. The rising waters did not reach his living quarters and we were all safe and sound. A garage with concrete walls will further assist in keep rising water at bay if another hurricane of that magnitude occurs. His home with a new garage will also

prevent damage to homes directly behind  
his home. I believe his home will even  
be safer than before.

The massive destruction of vehicles on  
our road is difficult to put into words.  
With Victor's planned garage, some of us  
can park behind the concrete walls of the  
garage to protect our vehicles. Please  
reconsider giving Victor Santiago a  
proper permit to build a garage. It  
will be a wonderful and much needed  
addition to our neighborhood.

Sincerely,  
A. [Signature]

**Mario Maric**  
5309 Carlton rd  
NPR FL, 34652

12/18/2024

To Whom It May Concern,

I, Mario Maric, residing at 5309 Carlton Rd, am writing this letter in support of Victor Santiago and their request for a variance to construct a garage on their property located at 5326 Carlton rd. New port Richey FL.

I fully support this variance for the following reasons:

1. **Improvement to Property Values:** The addition of a well-constructed garage will enhance the value of Victor Santiago's property, which in turn positively impacts the overall property values in our neighborhood. A thoughtfully designed garage will contribute to the aesthetic and functional appeal of the area.
2. **Community Contribution:** Victor is an active and valued member of our community who consistently demonstrates their commitment to maintaining and improving the neighborhood. Whether it is lending a helping hand to neighbors, contributing to local events, or keeping their property well-maintained, they have proven to be a responsible and considerate neighbor.
3. **Neighborhood Aesthetic and Fit:** The proposed garage will not disrupt the harmony of the neighborhood, as other homes in the area already have garages of similar size and design. The construction will be in keeping with the current architectural style and layout of the neighborhood, ensuring the visual and functional integrity of the area remains intact.

In conclusion, I believe granting this variance is a practical and beneficial decision that will enhance both the property in question and the overall neighborhood. I kindly request that you give this request due consideration and extend approval for the variance.

Sincerely,

MARIO MARIC 5309 CARLTON RD  
34652 FLORIDA



**Jesus Ruiz and Family**

**5329 Carlton rd.**

**New Port Richey Florida,34652**

**12/19/2024**

To Whom It May Concern,

I am writing in support of Victor Santiago's request for a variance to construct a garage on his property at 5326 Carlton Rd NPR FI34652.

**Enhancing Neighborhood Property Values:**

Victor's proposed garage will be a valuable addition to his home and the neighborhood. Its construction will reflect the quality of other similar garages in our area, maintaining consistency and boosting the overall property values in our community.

**Community Assistance During the Hurricane:**

Victor has proven to be an invaluable member of our neighborhood, especially during the hurricane flooding on Astor and Carlton Roads. He worked tirelessly to assist with providing temporary shelter to affected families, and distributed necessary resources to those in need. Even after the floodwaters receded, Victor continued to help clean up, using a chainsaw to cut trees and restore the neighborhood, demonstrating his deep commitment to the well-being of others.

**Maintaining Neighborhood Harmony:**

The garage Victor proposes to build will be in harmony with the existing homes and garages in our area. It will not disrupt the neighborhood's appearance but will instead fit naturally into the community's existing layout.

Victor Santiago's proposed garage is a testament to his dedication to improving his home and supporting the neighborhood. I wholeheartedly support his request for this variance and urge its approval.

Sincerely,



5329 Carlton Road  
New Port Richey, FL 34652

Ronaldo  
5303 Carlton Rd NPR

To Whom It May Concern,

I am writing to express my support for Victor Santiago's request for a variance to build a garage on his property located at 5326 Carlton Rd

**Positive Contribution to the Neighborhood:**

Victor has consistently shown himself to be a dedicated and responsible member of our community. His property is always well-maintained, and his proposed garage will be a valuable addition to the neighborhood. By improving his property, Victor is contributing to the overall appearance and value of our area.

**Neighborhood Compatibility:**

The proposed garage is in keeping with the character of our neighborhood, where many homes already feature garages of similar size and design. Its construction would not disrupt the harmony of the community but would instead align with the existing aesthetics.

**Support for the Community:**

Victor has always been a supportive neighbor, willing to lend a hand when needed. His contributions have been noticed and appreciated by many of us, and I believe this project reflects his ongoing commitment to the improvement of the neighborhood.

I fully support Victor Santiago's request for this variance and encourage its approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronaldo', with a long horizontal stroke extending to the right.

**Dave Mitchell**

7129 Astor Dr.

NPR FI 34652

12/19/2024

To Whom It May Concern,

I am writing to express my full support for Victor Santiago's application for a variance to construct a garage on his property at 5326 Carlton Rd NPR 34652.

**Enhancement of Property Values:**

Victor's proposed garage is designed to complement the architectural style of our neighborhood. Such an addition is likely to enhance the value of his property and, by extension, contribute positively to the overall property values in our community.

**Community Assistance During Hurricane Flooding:**

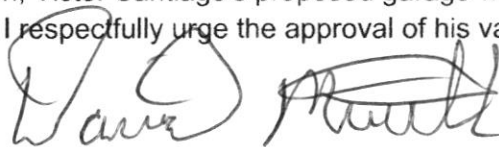
During the recent flooding on Astor and Carlton Roads caused by Hurricane Milton, Victor was instrumental in assisting neighbors. He helped with sandbagging efforts, provided supplies to those in need, and offered his home as a temporary shelter for displaced residents. His actions were a testament to his dedication to the well-being of our community.

**Neighborhood Harmony:**

The proposed garage aligns with the existing structures in our area, many of which have similar-sized garages. Its construction would maintain the aesthetic harmony of our neighborhood and not disrupt its character.

In conclusion, Victor Santiago's proposed garage would be a beneficial addition to our community. I respectfully urge the approval of his variance request.

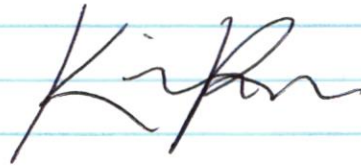
Sincerely,

A handwritten signature in black ink, appearing to read "Dave Mitchell". The signature is written in a cursive style with a large, looped initial "D".

To who it may concern, I Kiara a friend of Victor Soto believes that the development of his new garage would be a great addition to both the neighborhood and the to him.


Victor is known around the community to help his neighbors and friends however he can including fixing their cars. The garage would help organize and keep private his work and belongings that the city keeps harrassing him about. Again it would be a great asset to the community and him.

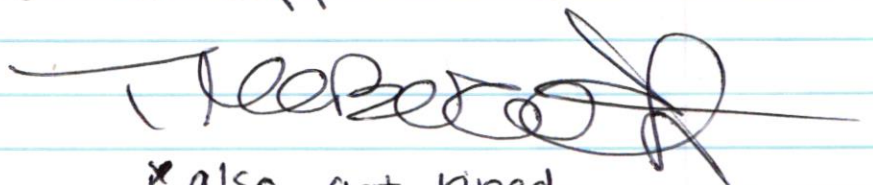
Kiara Ross



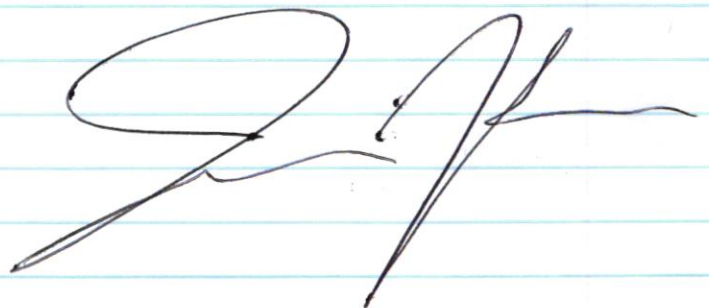
To Whom It May Concern:

I have been Victor Soto's neighbor for over 2 years. I believe he should be able to build his garage. I believe it would improve the value of the neighborhood. Victor is very helpful when it comes to fixing any issues we have in the neighborhood. He has been helping during the hurricanes. It is not fair that Victor is getting pushback because he wants to build a garage that would help him keep his items on his property private. There is no one that Victor should not be allowed to build his garage w/ no opposition.





\* also got fined during the hurricane clean up period













# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Robert M Rivera – Public Works Director  
**DATE:** 2/4/2025  
**RE:** Advanced Metering Infrastructure System (AMI) Project Close-Out

**REQUEST:**

The request of staff for City Council is to review and consider for approval the attached deductive change order in the amount of \$54,240 from Core and Main LLC for the completion of the Advanced Metering Infrastructure System (AMI) Project.

**DISCUSSION:**

On May 17, 2022 at a regular City Council Meeting, the Public Works Department requested the approval to direct purchase 7,477 new IPERL potable water meters to replace older, outdated water meters within the City’s potable water system. Subsequent to City Council’s approval of the direct purchase, staff requested the approval to “piggyback” off of an existing meter installation agreement between Citrus County and Core and Main LP at Council’s December 22, 2022 regular meeting. In addition to the meter removal and replacements, additional project elements included meter transmitter installations, meter box retro fits and replacements, meter transmitter installations, and programing/diagnostic equipment. Finally, as City Council is aware, the IPERL Sensus meter maintains its accuracy over a 20-year period and contains a 20-year life cycle and 20-year battery life guarantee.

**RECOMMENDATION:**

Approval of the deductive change order and project close-out are recommended.

**BUDGET/FISCAL IMPACT:**

Funds for this project are identified in the City's current Capital Improvement Program in the Water & Sewer Construction Fund (405).

**ATTACHMENTS:**

Description	Type
☐ Deductive Change Order-Final Pay Request	Backup Material
☐ iPERL (North America) Water Meters Data Sheet	Backup Material

**CONTRACT MODIFICATION  
(FINAL CHANGE ORDER-DEDUCTIVE)**

**Contract Modification No.: 1**

Date: 01/10/2025

**Project Name:** 2023 Advanced Metering Infrastructure System (AMI) Project

**Owner:** City of New Port Richey, City Council

**Contractor:** Core and Main Inc.

**This is a final Deductive Change Order to the Contract Amount and the Following Modifications to the Contract are hereby ordered:**

<b>Contract Amount</b>		<b>Contract Time (Cal. Days)</b>	
Original Contract Amount	\$ <u>450,000.00</u>	Original Duration	<u>180</u> Days
Previous Change Orders (Add/Deduct)	\$ <u>0.00</u>	Previous Change Orders (Add)	<u>0</u> Days
This Change Order (Deduct)	\$ <u>(54,240.00)</u>	This Change Orders (Add)	<u>0</u> Days
Revised Contract Amount	\$ <u>395,760.00</u>	Revised Contract Time	<u>    </u> Days

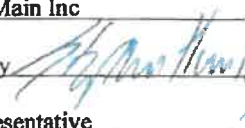
The Final Contract Completion Date is: 01/06/2025

**Contractor's Certification**

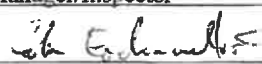
By executing this Change Order , the contractor acknowledges and agrees that the stipulated price and/or time adjustment includes the costs and delays for all work contained in the Change order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-effected work under this contract. Signing of the Change order constitutes full changes and constitutes full and mutual accord and satisfaction for the adjustment in contract price or time as a result of increases or decreases in costs and time or performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the contract documents.

**Recommended By:**

Engineer  
By: \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Contractor Core and Main Inc  
By: Stephen Hemingway   
Title Outside Sales Representative  
Date: 1/15/24

Public Works Director  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

Project Manager/Inspector  
By: John E. ...   
Date: 2024 01 15

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

**Gray Areas To Be Filled In By Contractor**

Bid No. \_\_\_\_\_ Date 1/10/2024 Payment Number \_\_\_\_\_ Final \_\_\_\_\_  
 Application Period From 05/01/23 To 01/06/25  
 Project Name 2023 Advanced Metering Infrastructure System (AMI) Project  
 Account Number \_\_\_\_\_  
 Owner: City of New Port Richey Phone No. (727) 841-4536  
 Engineer: \_\_\_\_\_ Phone No. \_\_\_\_\_  
 Contractor: Core and Main Inc Phone No. (813) 781-8837

<u>Contract Data</u>		<u>Change Orders</u>	
Bids Received	_____	No. <u>1</u>	Date <u>1/10/2025</u> Time _____ Amount <u>(54,240.00)</u>
Contract Start Date	_____	No. _____	Date _____ Time _____ Amount _____
Notice to Proceed:	<u>5/1/2023</u>	No. _____	Date _____ Time _____ Amount _____
Calendar Days for Completion	<u>180</u>	No. _____	Date _____ Time _____ Amount _____
Original Completion Date	<u>11/1/2023</u>	No. _____	Date _____ Time _____ Amount _____
Days Extension to Date	<u>432</u>		
New Completion date	<u>1/6/2025</u>		
		<u>Summary of Project Status</u>	
Original Contract Amount	\$ <u>450,000.00</u>	Total Work Completed	\$ <u>395,760.00</u>
Adjustments to Date	\$ <u>(54,240.00)</u>	Material Stored on Site	\$ <u>-</u>
Revised Contract Amount	\$ <u>395,760.00</u>	Total Earned to Date	\$ <u>395,760.00</u>
Percentage Complete (\$)	<u>100.00%</u>	Less Retainage <u>0%</u>	\$ <u>-</u>
Percentage Complete (Time)	<u>100.00%</u>	Balance	\$ <u>395,760.00</u>
Percentage Complete (Work)	<u>100.00%</u>	Less Previous Payments	\$ <u>395,760.00</u>
		<b>Amount Due this Period</b>	<b>\$ <u>-</u></b>

**CERTIFICATION OF CONTRACTOR**

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

**Submitted for Payment:**

CORE & MAIN, LP  
 (Contractor)  
 By: [Signature]  
 (Signature)  
 Name: STEPHEN HEMINGWAY  
 (Print or type)  
 Date: 1/15/25

**Recommended for Payment:**

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

**Recommended for Payment:**

City of New Port Richey  
 (Project Manager)  
 By: [Signature]  
 (Signature)  
 Name: Colin Eschenmuller  
 (Print or type)  
 Date: 1/24/25

**Approved for Payment:**

\_\_\_\_\_  
 (Owner)  
 By: \_\_\_\_\_  
 (Signature)  
 Name: \_\_\_\_\_  
 (Print or type)  
 Date: \_\_\_\_\_



# iPERL Smart Water Meter

## Electromagnetic Flow Measurement System

### CAPABILITIES

- The iPERL meter has an operating range of 0.11 gpm (0.025 m<sup>3</sup>/hr) to 55 gpm (12.5 m<sup>3</sup>/hr)—it even starts to register flow as low as 0.03 gpm (0.007 m<sup>3</sup>/hr).
- Sizes include: 5/8" (DN 15mm), 3/4" (DN 20mm) and 1" (DN 25mm)
- iPERL can be installed horizontally, vertically or diagonally.

### BENEFITS

- Maximize investment with iPERL's magnetic technology, which delivers a 20-year accuracy warranty, with no repairs
- Get smart water alarms to detect issues such as leaks, reverse flow, empty pipe, etc.
- Improve low flow accuracy to drive additional revenue

Sensus iPERL<sup>®</sup> smart water meters are designed to capture both lost water and lost revenue. The innovative magnetic technology delivers unmatched low flow registration and minimal pressure loss. With no moving parts, iPERL maintains its accuracy over a 20 year lifetime and is equipped with smart water alarms – delivering the intelligence you need to quickly resolve issues in the field.

### Industry Leading Performance

The patented measurement technology of the iPERL water meter provides enhanced accuracy at both low and high flows. Over a 20-year lifespan, your iPERL will measure just as accurately as the day it was installed.

### Solid State Magnetic Technology

By avoiding the use of a mechanical measuring element inside the flow tube, metering performance is linear over the entire flow range – ensuring no reduction in accuracy at any flow rate over the life of the meter. The iPERL meter uses our patented remanent magnetic field technology – requiring far less energy and delivering superior accuracy.

### Alarms

Quick resolution of field issues is made possible with smart water alarms including leak detection, reverse flow, empty pipe, magnetic tamper and low battery. When integrated with our FlexNet<sup>®</sup> communication network, remotely gathering and transmitting data has never been more reliable or profitable.

### Construction

The iPERL meter body is made of composite alloy and contains no metal material. Inside the meter body is an electronic register and a measuring device that is comprised of a composite alloy flow tube. Embedded in the flow tube are coated silver electrodes. iPERL utilizes these to measure the fluid velocity through the flow tube – enabling less power consumption and predictable meter performance. The iPERL meter has a 20-year accuracy warranty and a 20-year battery life guarantee.



# iPERL Smart Water Meter

## Electronic Register

The 9-digit hermetically-sealed electronic register with LCD display was designed to eliminate dirt, fog and moisture contamination in pit settings. The large, easy-to-read display includes AMR digits, direction of flow, units of measure and smart water alarms. The AMR digits and units of measure are fully programmable. The register also provides integrated customer data logging.

## AMI / AMR Compatibility

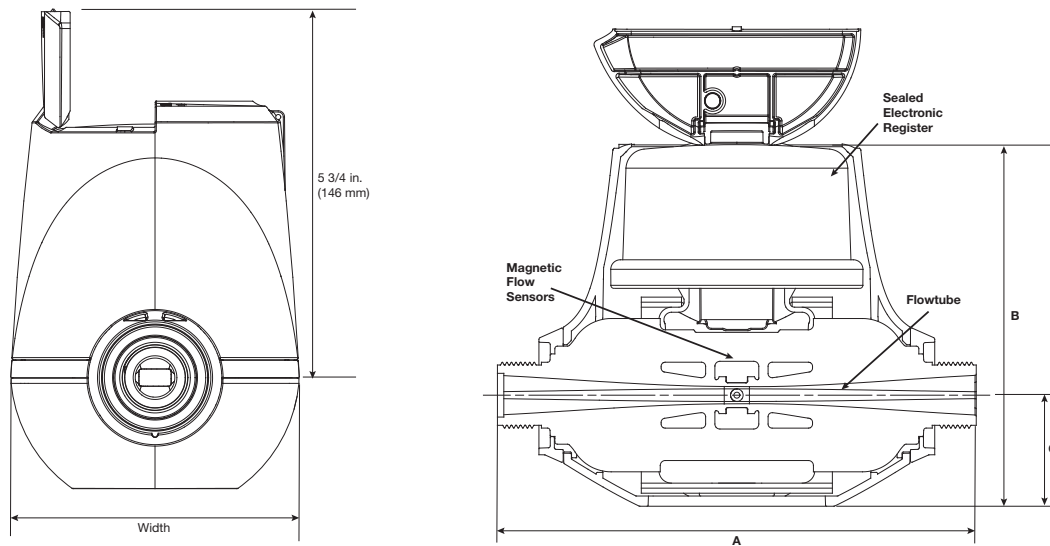
Sensus iPERL meters are compatible with common AMR/AMI systems, including the Sensus FlexNet® communication network.

## Conformance to Standards

The iPERL meter far exceeds the most recent revision of ANSI/AWWA Standard C-700 and C-710 for accuracy and pressure loss requirements. All iPERL meters are NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.

## Tamper Resistant

The integrated construction of the iPERL water meter prevents removal of the register to obtain free water. The magnetic tamper and low field alarms will both indicate any attempt to tamper with the magnetic field of the iPERL meter.



## Dimensions and Net Weights

Size	A (lay length)	B	C	Spud Ends	NPSM Thread Size	Width	Net Weight
5/8" (DN 15 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	5/8" (15 mm)	3/4" (19 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4" S (5/8" x 3/4") (DN 20 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4" (DN 20 mm)	9" (229 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.2 lb. (1.5 kg)
1" (DN 25 mm)	10-3/4" (273 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	1" (25 mm)	1-1/4" (32 mm)	4-1/2" (114 mm)	3.3 lb. (1.6 kg)

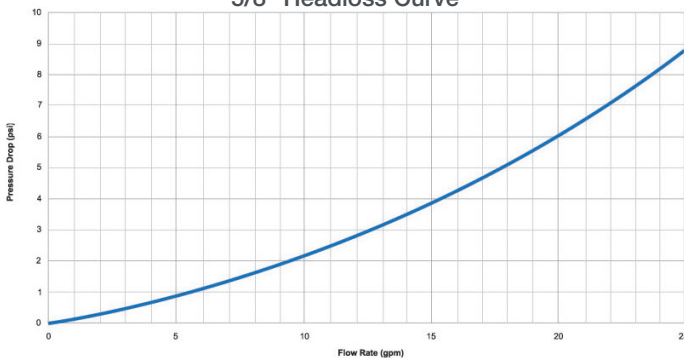


## Specifications

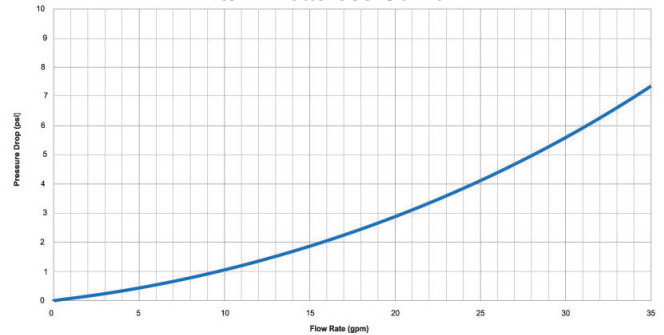
Service	Measurement of potable and reclaimed water. Water operating temperature range of 33°F (0.56°C) -80°F (26.7°C)
Starting Flow	5/8" (DN 15mm) size: 0.03 gpm (0.007 m³/h) 3/4" (DN 20mm) size: 0.03 gpm (0.007 m³/h) 1" (DN 25mm) size: 0.11 gpm (0.025 m³/h)
Low Flow Range (±3%)	5/8" (DN 15mm) size: >0.11 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr) 3/4" (DN 20mm) size: >0.11 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr) 1" (DN 25mm) size: >0.3 gpm (0.068 m³/hr) to <0.4 gpm (0.09 m³/hr)
Normal Water Operating Flow Range (±1.5%)	5/8" (DN 15mm) size: 0.18 to 25 gpm (0.04 to 5.7 m³/hr) 3/4" (DN 20mm) size: 0.18 to 35 gpm (0.04 to 8.0 m³/hr) 1" (DN 25mm) size: 0.4 to 55 gpm (0.09 to 12.5 m³/hr)
Maximum Operating Pressure	5/8" and 3/4" size: 200 psi (13.8 bar) 1" size: 175 psi (12.1 bar)
Measurement Technology	Solid state electromagnetic flow
Register	Hermetically sealed, 9-digit programmable electronic register; AMR/AMI compatible; iPERL register programmable using the UniPro® communicator and FieldLogic™ software
Materials	External housing – Thermal plastic; Flowtube – Polyphenylene sulfide alloy; Electrode – Silver/silver chloride; Register cover – Tempered glass
Alarm Defaults	Alarm Duration – 90 days; Leak Duration before alarm is triggered – 24 hours; Datalog Interval – 1 hour; Alarm Mask

## Headloss Curves

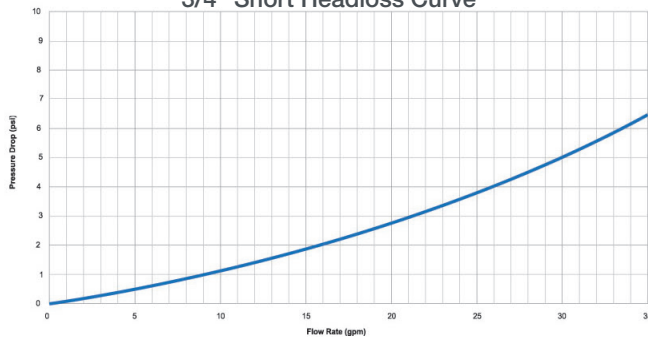
5/8" Headloss Curve



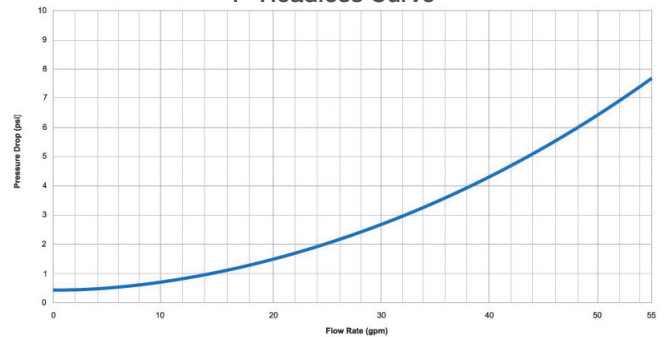
3/4" Headloss Curve



3/4" Short Headloss Curve



1" Headloss Curve





8601 Six Forks Rd, Ste 700  
Raleigh, NC 27615  
1-800-638-3748

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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:** Robert M Rivera – Public Works Director  
**DATE:** 2/4/2025  
**RE:** ITB25-004 WWTP Clarifier No. 4 Clarifier Steel Recoating Bid Award

**REQUEST:**

Attached for City Council review and consideration is a memorandum from Wastewater Treatment Plant (WWTP) Operations Manager regarding a bid award recommendation for the scheduled rehabilitation of clarifier tank No. 4 at the WWTP. Three (3) sealed bids were opened by the City on January 14, 2025 with the low bid being submitted by Quick Painting Group of Orlando, Florida in the amount of \$90,000. The review by City staff has indicated the bid by Quick Painting Group meets all City specifications.

**DISCUSSION:**

The planned clarifier rehabilitation project is part of the ongoing preventative maintenance program at the WWTP. The clarifiers at the plant are an integral part of the treatment process and the internal mechanisms must be renewed or refurbished as necessary, or the equipment will be subject to failure. Failure of the clarifier mechanisms and process will result in exceedances of the WWTP Department of Environmental Protection Operating Permit parameters and subject the City (and County) to a possible Consent Order and/or daily fines.

**RECOMMENDATION:**

Approval of the low bid and project award are recommended.

**BUDGET/FISCAL IMPACT:**

Funding is identified as Water Pollution Control Capital Equipment/Improvement Program Account No. 401112.46399. Additionally, as members of the City Council will recall, Pasco County funds 42% of the capital expenditures for the City Wastewater Treatment Facility and Reclaimed Water Facility by Interlocal Agreement.

**ATTACHMENTS:**

Description	Type
☐ Bid Tabulation and Minutes	Backup Material
☐ Bid Recommendation Memorandum	Backup Material
☐ Photos	Backup Material





**REVISED 1/14/25**

**TO:** Debbie L. Manns, City Manager  
**FROM:** Judy Meyers, City Clerk  
**CC:** Robert Rivera, Public Works Director  
Kate Wendt, Sr. Administrative Assistant  
**DATE:** January 14, 2025  
**RE:** Bid Opening: ITB25-004 Clarifier #4 Steel Recoating

---

Bids for ITB25-004 Clarifier #4 Steel Recoating were received by 2:00 p.m. on Thursday, December 19, 2024. The bid opening took place on Friday, December 20, 2024 at 2:00 p.m. in City Hall Council Chambers. Bids for Razorback LLC and Shamrock Restoration Services, Inc. were opened at that time. It was discovered on January 14, 2025 that the bid submitted by Quick Painting Group was in fact received on December 18, 2024 which was before the bid deadline. The bid submitted by Quick Painting Group was opened on January 14, 2025 and the amount of their bid is listed below.

Present for the bid opening on December 20, 2024 were Sr. Administrative Assistant Kate Wendt, WWTP/Reclaimed Water Facilities Operation Manager Joseph Palazzolo and Deputy City Clerk Nadine Ward. Present for the bid opening on January 14, 2025 were City Clerk Judy Meyers, Deputy City Clerk Nadine Ward and Marketing Specialist Jesse Tamme.

Bids were opened from the following entities:

BIDDERS	BID
Razorback LLC 177 Anclote Rd. Tarpon Springs, FL 34689	\$98,420
Shamrock Restoration Services, Inc. 27091 Osage St. Brooksville, FL 34601	\$218,854
Quick Painting Group 9867 S. Orange Blossom Trl., Suite 109 Orlando, FL 32837	\$90,000

The apparent low bidder was Quick Painting Group with a total bid of \$90,000.



**REVISED 1/14/25**

BID ITEM: Clarifier #4 Steel Recoating  
BID NUMBER: ITB25-004  
BID OPENING: December 20, 2024 at 2:00 p.m., City Council Chambers  
DEPARTMENT: Public Works

NUMBER OF BIDS: 3

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE
Razorback LLC 177 Anclote Rd. Tarpon Springs, FL 34689	\$98,420	✓	✓	✓
Shamrock Restoration Services, Inc. 27091 Osage St. Brooksville, FL 34601	\$218,854	✓	✓	✓
Quick Painting Group 9867 S. Orange Blossom Trl., Suite 109 Orlando, FL 32837	\$90,000	✓	✓	✓

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

**WITNESSED BY:**

*Nadine Ward*  
*Kate W...*  
*Joe P...*

January 14, 2025 Bid Opening for Quick Painting Group:  
WITNESSED BY:

*Stamm*  
*Nadine Ward*



Your shipment  
1Z022Y621395323051

Delivered On  
**Wednesday, December 18 at 2:40 P.M. at Front Desk**

Delivered To  
EW PORT RICHEY, FL US

Received By:  
AKKEM

[Proof of Delivery](#)

**Label Created**  
United States  
12/17/2024, 1:47 P.M.

**We Have Your Package**  
Orlando, FL, United States  
12/17/2024, 5:11 P.M.

**On the Way**  
Port Richey, FL, United States  
12/18/2024, 7:01 A.M.

**Out for Delivery**  
Port Richey, FL, United States  
12/18/2024, 10:10 A.M.

**Delivered**  
NEW PORT RICHEY, FL, US  
12/18/2024, 2:40 P.M.

[View All Shipping Details](#)

Find Answers Fast

Select "View All Shipping Details" to see the progress of your package. If you need additional information, visit [Contact Us](#).

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[File a Claim](#)

Track Another Package

[Track](#)

Feedback

**QP**

QuickPainting**GROUP**

**Quick Painting Group**

9867 S Orange Blossom Trl, Ste 109

Orlando, FL 32837

407-733-0401 / info@quickpaintinggroup.com

**ITB25-004 Clarifier #4 Steel Recoating**

Closing Date: December 19<sup>th</sup>, 2024; 2:00 PM

**City of New Port Richey**

Attn: City Clerk

5919 Main St, New Port Richey, FL 34652

**Extremely Urgent**



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CITY OF NEW PORT RICHEY  
5919 MAIN ST  
NEW PORT RICHEY FL 34652

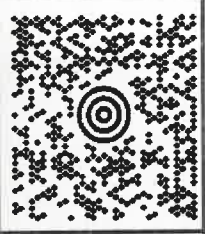
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ANDRES SANCHEZ  
4077330401  
QUICK PAINTING GROUP  
9867 ORANGE BLOSSOM TRAIL  
ORLANDO FL 32837

LTR 1 OF 1

**SHIP TO:**  
ATTN: CITY CLERK  
727-841-0928  
CITY OF NEW PORT RICHEY  
5919 MAIN STREET  
NEW PORT RICHEY FL 34652



FL 335 5-01

**UPS NEXT DAY AIR SAVER** **↑P**  
TRACKING #: 1Z 022 Y62 13 9532 3051



BILLING: P/P

XOL241113 NV/45 51.DA.12/2024\*



Day Air®  
Wide Exp  
ay Air®  
Wide Exp  
ard  
Select®





# NEW PORT RICHEY PUBLIC WORKS

COMMITTED TO SERVICE

OUR MISSION: TO PROVIDE RESPONSIVE, PROFESSIONAL, AND COURTEOUS SERVICE TO THE PUBLIC

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6 1 3 2 P I N E H I L L R O A D • P O R T R I C H E Y , F L 3 4 6 6 8 • 7 2 7 . 8 4 1 . 4 5 3 6

**To:** Robert M Rivera, Public Works Director

**From:** Joe Palazzolo, W.W.T.F Manager

**Date:** 1-16-25

**RE:** ITB25-004 Clarifier #4 Steel Recoating

---

**REQUEST:**

The staff request for the City Council is to review and consider the approval of Quick Painting Group Corporation, which was the lowest bid of \$90,000.

**DISCUSSION:**

- The budget price was \$106,000
- Steel recoating involves removing all rust, dirt, and grease from bare steel and applying several coats of industrial epoxy to protect all the Clarifier plow structures for ten years or more.
- Three bids were submitted: \$90,000, \$98,420, and \$218,854.
- Quick Painting Group supplied us with contact references; all were satisfied with their work and said they would hire them again for future work. Pasco County also worked with Quick Painting from 2019-2022 (As-Needed Sandblasting and Industrial Coatings Services) with good references.

**RECOMMENDATION:**

Recommend awarding the Bid ITB25-004 Quick Painting Group Corporation.

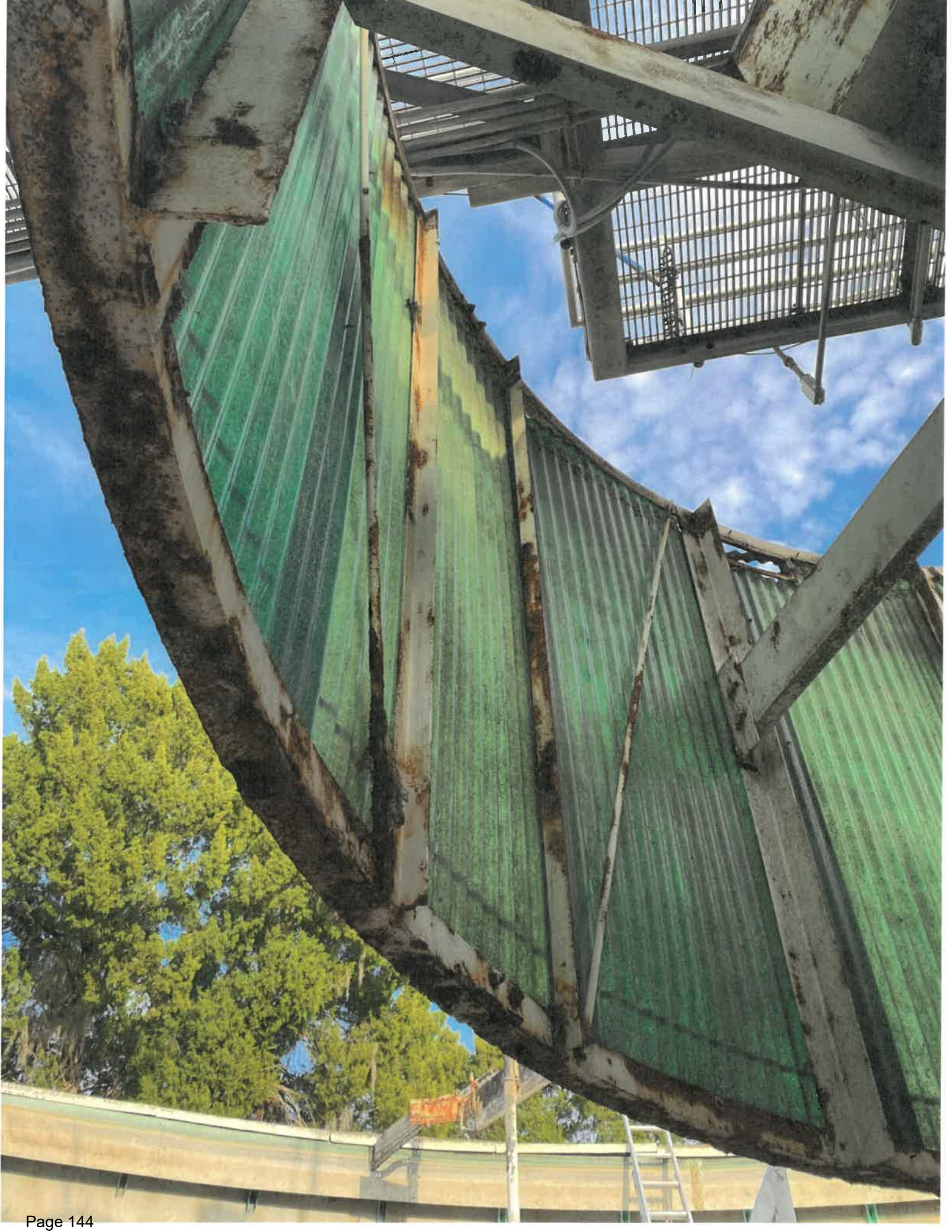
**BUDGET / FISCAL IMPACT:**

This is a capital and budgeted Item. As outlined in our inter-local agreement, Pasco County will contribute about 42% of the cost.

**ATTACHMENTS:**

ITB25-004 Clarifier No. 4 Steel Recoating Bid Tabulation and Minute, Clarifier #1 Steel Recoating bid package.











# NEW PORT RICHEY

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

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

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

**DATE:** 2/4/2025

**RE:** ITB25-005 WWTP Clarifier No. 1 Gearbox Replacement Project Bid Award

**REQUEST:**

The staff requests for the City Council, is to review and consider for approval the rejection of the low bid submitted by Razorback LLC., in the amount not to exceed \$132,000 and the approval of the bid submitted by OVIVO USA, LLC., in the amount not to exceed \$141,767 and award ITB25-005 to OVIVO USA, LLC., for the purchase and installation of an EIMCO Water Technologies Gearbox Model C30HT drive unit.

**DISCUSSION:**

As City Council is aware, the City’s Wastewater Treatment Plant has four clarifier tanks in operation. These tanks are an interictal part of the plant’s treatment of effluent. Included in the interior of the tanks are heavy steel rakes that operate in a circular movement by way of a main gear box and motor. The existing main gear box is over 30 years old and has been rebuilt/repared several times over those 30 years and is in need of replacement. The proposed replacement gearbox is the original spec’d out piece of equipment included in the plant’s design. The City’s Utility Consultant, Stroud Engineering has reviewed the proposed rehabilitation and recommends the replacement of the gear box with the existing brand and model currently in service.

On December 20, 2024 two (2) sealed bids were opened up and read by the City. As mentioned above, a low bid of \$132,00 submitted by Razorback LLC., and a high bid of \$141,767 submitted by OVIVO USA, LLC. Included in the ITB25-005 terms and conditions, was a requirement for the bidders to supply references of similar work upon request by the owner. Razorback LLC., was not able to supply verifiable documentation and therefore did not meet the requirements of the ITB as noted in the attached Wastewater Treatment Facility Manager’s memorandum. Subsequent to staff’s mathematical review, it was determined that Razorback LLC., did not include the \$5,000 owner’s contingency that would have made their correct bid amount \$137,000.

**RECOMMENDATION:**

The first recommendation is the rejection of the low bid from Razorback LLC in the amount not to exceed \$132,000. The second recommendation is to approve the do not exceed bid amount of \$141,767 and award the ITB to OVIVO USA LLC.

**BUDGET/FISCAL IMPACT:**

Funding is available in the Water Pollution Control Account No. 401112.46399. Pasco County will contribute approximately 42% of the expenditure.

**ATTACHMENTS:**

Description	Type
☐ Bid Tabulation and Minutes	Backup Material
☐ WWTP Facility Manager's Memorandum	Backup Material
☐ OVIVO USA LLC. ITB25-005	Backup Material
☐ OVIVO USA LLC. Reference List	Backup Material





**TO:** Debbie L. Manns, City Manager  
**FROM:** Nadine Ward, Deputy City Clerk  
**CC:** Robert Rivera, Public Works Director  
Kate Wendt, Sr. Administrative Assistant  
**DATE:** December 20, 2024  
**RE:** Bid Opening: ITB25-005 Clarifier #1 Main Gear Drive

---

Bids for ITB25-005 Clarifier #1 Main Gear Drive - final were received by 2:00 p.m. on Thursday, December 19, 2024. The bid opening took place on Friday, December 20, 2024 at 2:00 p.m. in City Hall Council Chambers.

Present were Sr. Administrative Assistant Kate Wendt, WWTP/Reclaimed Water Facilities Operation Manager Joseph Palazzolo and Deputy City Clerk Nadine Ward.

Bids were announced and opened from the following entities:

BIDDERS	BID
Razorback LLC 177 Anclote Rd. Tarpon Springs, FL 34689	\$132,000
Ovivo USA, LLC 4246 Riverboat Rd., Suite 300 Salt Lake City, UT 84123	\$141,767

The apparent low bidder was Razorback LLC with a total bid of \$132,000. The bid opening concluded at 2:08 p.m.



BID ITEM: Clarifier #1 Main Gearbox  
BID NUMBER: ITB25-005  
BID OPENING: December 20, 2024 at 2:00 p.m., City Council Chambers  
DEPARTMENT: Public Works

NUMBER OF BIDS: 2

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE
Razorback LLC 177 Anclote Rd. Tarpon Springs, FL 34689	\$132,000	✓	✓	✓
Ovivo USA, LLC 4246 Riverboat Rd., Suite 300 Salt Lake City, UT 84123	\$141,767	✓	✓	✓

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

**WITNESSED BY:**

*Nadine Ward*  
*Kate Windt*  
*Joe Palay*



# NEW PORT RICHEY PUBLIC WORKS

COMMITTED TO SERVICE

OUR MISSION: TO PROVIDE RESPONSIVE, PROFESSIONAL, AND COURTEOUS SERVICE TO THE PUBLIC

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6 1 3 2 P I N E H I L L R O A D • P O R T R I C H E Y , F L 3 4 6 6 8 • 7 2 7 . 8 4 1 . 4 5 3 6

**To:** Robert M Rivera, Public Works Director

**From:** Joe Palazzolo, W.W.T.F Manager

**Date:** 1-16-25

**RE:** ITB25-005 Clarifier #1 Main Gearbox

---

**REQUEST:**

The staff request for the City Council is to review and consider the approval of OVIVO USA, LLC's bid of \$141,767

**DISCUSSION:**

- The budget price was \$145,000
- Two bids were submitted: \$132,000 from Razorback LLC and \$141,767 from OVIVO USA, LLC.
- Razorback, LLC, was the lowest bidder but could not supply 20 references related to the project. They provided us with four references; two were good reviews based on installation but only months old, so any workmanship issues may not have arisen as it was only in place for a short time. One reference had a 50/50 review, and the fourth one, after four calls with no response from the City of Winter Haven, I have no input for that reference.
- OVIVO is the original manufacturer and has decades of experience with this installation, including ours last year.
- OVIVO supplied us with contact references; all were satisfied with their work and said they would hire them again for future work
- The Clarifier Main Gearbox is a critical infrastructure job. The original has been in place for over 30 years; the difference of \$4,767 over 30 years is minimal to get the best available crew for the Gearbox installation.

**RECOMMENDATION:**

Recommend awarding the Bid ITB25-005 OVIVO USA, LLC.

**BUDGET / FISCAL IMPACT:**

This is a capital and budgeted Item. As outlined in our inter-local agreement, Pasco County will contribute about 42% of the cost.

**ATTACHMENTS:**

ITB25-005 Clarifier #1 Main Gearbox Bid Tabulation and bid package.



THE CITY OF  
**NEW PORT**  
**RICHEY**  
 FLORIDA

5919 Main Street, New Port Richey, FL 34652

**INVITATION TO BID**  
**ITB25-005**

The City of New Port Richey, Florida, is accepting SEALED PROPOSALS  
 from qualified vendors to provide the following:

BID TITLE:	Clarifier #1 Main Gearbox
MANDATORY CONFERENCE:	<b>A mandatory pre-bid site visit and a sign-in sheet are required.</b>
BID NOTE:	
Bids will be received in the office of the City Clerk until:	2:00 PM Thursday, December 19th
Bids will be opened in City Council Chambers at:	2:00 PM Friday, December 20th
Please submit three complete copies of the bid to the following address: Ensure that the proposer's name and complete address are included, along with the designation "ITB25-005 Clarifier #1 Main Gearbox" clearly marked on the outside of the envelope.	City of New Port Richey Attn: City Clerk 5919 Main Street New Port Richey, FL 34652
To obtain a proposal packet:	<a href="mailto:palazzoloj@cityofnewportrichey.org">palazzoloj@cityofnewportrichey.org</a> <a href="mailto:WendtK@CityofNewPortRichey.org">WendtK@CityofNewPortRichey.org</a> <a href="https://network.demandstar.com/">https://network.demandstar.com/</a>
To obtain additional information and schedule site visits, contact:	WWTP/Reclaim Division 727-841-0928 <a href="mailto:palazzoloj@cityofnewportrichey.org">palazzoloj@cityofnewportrichey.org</a> <a href="mailto:chambersj@cityofnewportrichey.org">chambersj@cityofnewportrichey.org</a>

*The City of New Port Richey reserves the right to waive any and all bids received.*

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### Table of Contents

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**INVITATION TO BID  
ITB25-005 Clarifier #1 Main Gearbox**

Sealed bids are invited for the furnishing and installation of one Clarifier Main Gearbox for the City of New Port Richey's Wastewater Treatment Plant, located at 4730 Main Street. **Bids should be addressed to the City Clerk's Office, 5919 Main Street, New Port Richey, Florida 34652. Bids will be accepted until 2 p.m. local time on December 19, 2024.** Please note that any bids received after this deadline will not be considered. **The bid opening will be held promptly at 2:00 p.m. local time on December 20, 2024,** in the New Port Richey City Council Chambers, 5919 Main Street, New Port Richey, Florida 34652. At that time, the proposals will be publicly opened and read aloud.

**All bidders are required to make an appointment to visit the work site (4730 Main St., New Port Richey, FL 34652) to inspect the site and become familiar with the scope of work by contacting Joe Palazzolo or John Chambers at Public Works, Waste Water Treatment Plant. Prefer contact via email at palazzoloj@cityofnewportrichey.org or chambersj@cityofnewportrichey.org or telephone at (727) 841-0928.**

Any questions on this project must be submitted Via email no later than December 2nd (two weeks before the bid due date). Answers will be sent back on December 9th to all Bidders who received a bid document (one week before the bid submittal due date.)

Each bid must be submitted in triplicate on the proposal forms.

All applicable bid bonds, contract bonds, insurance contracts, and certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

In order to perform public work, the successful bidder shall, as applicable, hold or obtain such Contractors' and Business Licenses as required by state statutes.

Before a contract will be awarded for the work contemplated, the Owner will conduct such investigations as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract.

Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the bidder's qualifications.

The right is reserved to reject all bids or any bids not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the contract for a period of time, which, however shall not extend beyond 90 days from the bid opening date.


Dated this November 13th and November 20th, 2024.

CITY OF NEW PORT RICHEY, FLORIDA

By Judy Meyers, CMC, City Clerk

CITY OF NEW PORT RICHEY, FLORIDA

## Section 2 BID FORM

Submit Bids To: City of New Port Richey, City Clerk 5919 Main Street New Port Richey, Florida 34652-2785		<b>INVITATION TO BID</b> <b>City of New Port Richey</b> <b>Purchasing Department</b>	
Bid Title Clarifier#1 Main Gearbox		Type	Bid No. ITB25-005
Page 1 of 5	Bids are due by December 19, 2024. Please note that any bids received after this deadline will not be considered. The bid opening will be held promptly at 2:00 p.m. local time on December 20, 2024,		Issue Date
Additional information  City of New Port Richey			City Clerk  Judy Meyers 727-853-1021

### Section A General Terms and Conditions of Invitations to Bid

1. Preparation of Bids

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid Proposal Form is to be used in submitting your bid.
- (b) All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error an extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the invitation to bid.
- (e) Proposed delivery time must be shown and shall include Sundays and Holidays.
- (f) Bidders will not include federal taxes nor state of Florida taxes, excise, and use taxes in bid prices as the city is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or the may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (i) Bidders are advised that all city contracts are subject to all legal requirements provided for on the purchasing ordinance and/or State and Federal Statutes

2. Description of Supplies

- (a) Any manufacturers names, trade names, brand name, or catalog numbers used in such specifications are for the purpose of describing and establishing general quality levels. **Such references are not intended to be restrictive.** Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. Submission of Bids

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, City of New Port Richey. The name and address of the bidder, the date and hour of the bid opening and the material or service bid shall be placed on the outside of the envelope.
  - (b) Bids must be submitted on the forms furnished. Electronic bids will not be considered. Bids, however, may be modified by electronic notice provided such notice is received prior to the time and date set for the bid opening.
4. Rejection of Bids
- The city may reject a bid if:
- (a) The bidder misstates or conceals any fact in the bid, or if,
  - (b) The bid does not strictly conform to the requirements of the bid, or if,
  - (c) The bid is conditional, except the bidder may qualify his bid for acceptance by the city on an “all or none” basis or a “low item” basis. An “all or none” basis bid must include all items upon which bids are invited.
  - (d) The city may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid unless the bid has been qualified. The City may also waive any minor informalities or irregularities in any bid.
5. Withdrawal of Bids
- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.
  - (b) Bids may not be withdrawn prior to the time set for the bid opening. Such request must be in writing.
6. Late Bids or Modifications
- (a) Bids and Modifications received after the time and date set for the bid opening will not be considered.
  - (b) Modifications in writing received prior to the time and date set for the bid opening will be accepted.
7. Clarification or Objection to Bid Specifications
- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or any other bid documents of any part thereof, he may submit to the Purchasing Coordinator on or before five days prior to scheduled opening a request for clarification. All such request for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving an Invitation to Bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Coordinator on or before five days prior to scheduled opening.
8. Discounts
- (a) Bidders may offer cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices.
  - (b) In connection with an discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.
9. Samples
- (a) Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder’s expense. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
10. Award of Contract
- (a) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the invitation to bid, is most advantageous to the City, price and other factors considered.
  - (b) The City reserves the right to accept and award item by item, and/or by group, or in aggregate, unless the bidder qualifies his bid by specific limitations.
  - (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.
  - (d) Prices quoted must be FOB with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
11. Delivery
- (a) Deliveries are to be FOB Destination unless otherwise stated in the Invitation to Bid.
  - (b) Deliveries are to be made during regular business hours.
12. Conditions of Material and Packing
- (a) All items furnished must be new and free from defects. No other will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.

13. Claims
  - (a) Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
14. Local, State and Federal Compliance Requirements
  - (a) Bidders shall comply with all local, state and federal directives, orders, and laws as applicable to this bid and subsequent contract(s) including but not limited to: (1) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract. (2) Minority Business Enterprise (MBE), as applicable to this contract. (3) Occupational Safety and Health Act (OSHA), as applicable to this contract.
15. Provisions for other Agencies
  - (a) Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City Agencies and Departments, the bid prices he submits, in accordance with the bid terms and conditions, should any said department wish to buy under this proposal.
16. Collusion
  - (a) The bidder, by affixing his signature to this proposal, agrees, to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action
17. Variance in Conditions
  - (a) Any and all special conditions and specifications attached hereto which vary from General Condition shall have precedence.

Section B

Material or Services Required

Submit Bids To: City of New Port Richey, City Clerk 5919 Main Street New Port Richey, Florida 34652-2785		<b>City of New Port Richey                  Purchasing Department</b>	
Bid Title: Clarifier #1 Main Gearbox		Type	Bid No. ITB25-005
Page 4 of 5	Bids are due by December 19, 2024. Please note that any bids received after this deadline will not be considered. The bid opening will be held promptly at 2:00 p.m. local time on December 20, 2024,		Issue Date
Additional information City of New Port Richey		City Clerk Judy Meyers 727-853-1021	

Advertised Date 12/19/24

File Number \_\_\_\_\_

Submitted By: (company name)  
OVIVO USA, LLC

Authorized by: Stephen Koontz  
 (manual signature required)

Name and Title Stephen Koontz, PM

Description	Cost
<u>CBOHT Drive</u>	<u>\$54,010.00</u>
<u>Installation Services</u>	<u>\$82,757.00</u>
This is a lump-sum project based on the scope of work. Provide a total cost to complete the project. An Owner's contingency of \$5,000.00 will be needed for any unforeseen issues.	<u>\$5,000.00</u>
Prices: (net <u>30</u> ) (_____%30 days) Firm _____ Days (90 minimum) \$	<b>Total</b> <u>\$141,767.00</u>

We, OVIVO USA, LLC (company name), the above signed, making any other proposal, or who otherwise would make a proposal, and agree to furnish in strict accordance with all Federal Regulatory Measures and also with these written specification, which consist of this form and all attached documents and general condition as shown in Section A. Florida statute #287.087 requires certification by all bidders indicating that they Do or Do Not have Small/Minority Business Status : Yes \_\_\_\_\_ No X This firm is classified as a small business under SBA Regulations Yes \_\_\_\_\_ No X The firm is minority owned and controlled Yes \_\_\_\_\_ No X If minority owned/controlled submit details as to the minority. \_\_\_\_\_

## Right to Protest

### 1.) Protest Procedure

- a) Any actual bidder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints initially with the Finance Director, and if not satisfied, with the City Manager.
  - b) A protest with respect to the specifications of any invitation for bid or request for proposal shall be **in writing five(5) work days prior to the opening of bids**. Protests with respect to award of contract shall be submitted in writing within five (5) work days of the notice of intent to award.
  - c) The protesting person or firm must submit in writing his/her (its) formal protest within five (5) work days of the notice of intent to award a contract. The written protest must specifically cite the portion of the code, statute or contract provision which was allegedly violated. Oral protest will not be accepted.
  - d) The Finance Director shall respond to the formal written protest within five (5) business days of receipt. The Finance Director's response will be fully coordinated with the appropriate Department Director and City Manager.
  - e) If the protestor is not satisfied with the response from the Finance Director, he/she may then submit in writing within (5) five work days of receipt of that response his/her reason for dissatisfaction. Along with copies of his/her original formal protest letter and the response from the Finance Director to the City Manager.
  - f) The City Manager, as Purchasing Agent of the City, will respond to the protestor within ten (10) work days of receipt of the appeal.
  - g) If the protestor is not satisfied with the response from the City Manager he/she may submit in writing within five (5) work days of receipt of that response his/her reason for dissatisfaction. Along with copies of his/her original formal protest letter and the response from the City Manager to the City Clerk for placement on an agenda of the City Council. The City Council will undertake consideration of the protest at its next regularly scheduled meeting and the City Council will make the final decisions on the matter of protests.
- 2.) Stay of Procurement During Protest
- a) In the event of a timely protest, the Finance Director shall not proceed with the solicitation or award of contract until all administrative remedies have been exhausted or until the City Manager makes written determination that the award of contract without delay is necessary to protect the best interest of the City.
- 3.) Exception in Case of Emergencies
- a) In the event that the City must undertake purchase of goods or services in order to meet in an emergency as set forth in section 2-161 of the City Code, then in that event the bid protest procedure shall be inapplicable.

## Technical Specifications

## Section 3

One (1) complete C30HT drive unit

C30HT Center Drive Assembly Standard Specification

G.	Drive continuous torque	9,000 ft-lbs.
H.	Drive 100% design torque	25,000 ft-lbs.
I.	Drive momentary peak torque	68,000 ft-lbs.
J.	Mechanism rotation	Clockwise.
K.	Rake arm tip speed	8-12 ft./min.

### 2.02 CENTER DRIVE ASSEMBLY.

- A. The center drive assembly shall consist of an integral motor and primary speed reducer coupled through roller chain and sprockets to a intermediate worm/worm gear reducer driving the main gear through a pinion and shall have an integral overload protection system.
- B. All gears and bearings shall be oil bath lubricated with the main bearing totally submerged in oil and the teeth of the main spur gear submerged at least 70 per cent in the oil bath. Oil pumps for lubrication or grease lubricated bearings are not considered appropriate for this application and will not be allowed. The oil reservoir for the main bearing and gear shall have a section of minimum depth 4.75 inches below the main bearing to positively prevent contamination of the main bearing and gears with condensate or other contaminants. Gear and bearing housings must also be fitted with oil level sight glasses and condensate drains. Condensate must be allowed to drain from a low point of the housing. Condensate and contaminants will not be allowed to drain through the lower pinion bearing.
- C. Drive components will be located via a machined, registered fit to preserve the alignment of key drive components under all load conditions. Inspection of the completed drive unit shall be accomplished at the clarifier manufacturer's shop, with reports of all tests and certifications of material hardness being made available for review at the Engineer's request prior to shipment to the job site.
- D. Major drive components, main gears and bearings must be designed to allow for separate and individual replacement.
- E. The complete center drive assembly, including the overload protection device, shall be a regularly manufactured in-house product of the clarifier manufacturer. The center drive assembly is a key element in a successful clarifier installation, therefore drive assemblies purchased from third party vendors will not be accepted.

- F. The drive motor shall be minimum 3/4 horsepower and shall be totally enclosed, fan cooled, with a 1.15 service factor, and have bearings with a minimum B10 rating of 50,000 hours. Operating electric current will be 230/460 volt, 3 phase, and 60 hertz. Each motor will be NEMA Design B employing Class F insulation designed for an ambient temperature of 40 degree. C.
- G. The gearmotor primary speed reducer shall drive an intermediate worm gear reducer through a #60 roller chain and steel sprockets enclosed in a galvanized 18 gauge steel guard. The speed reducer shall be a variable speed traction drive type. Sprockets and chain shall be designed for the connected horsepower of the drive with a minimum service factor of 1.4. Provision shall be made for adjustment of chain tension.
- H. The main drive unit shall consist of a worm gear intermediate reduction unit, pinion and main spur gear assembly. The intermediate reducer shall be a worm/worm gear reducer specifically designed for this application. The worm gear shall be centrifugally cast manganese bronze. The worm shall be hardened alloy steel. A single piece pinion shall be keyed to the worm gear to transmit power from the worm gear to the spur gear. In order to maintain proper alignment between the pinion and the spur gear, the pinion will be supported by bearings both above and below the spur gear. The bearings shall be fitted into precision machined bearing pilots to insure bearing and gear alignment.
- I. The main spur gear shall be of single piece construction and material shall be cast iron per ASTM A536 grade 100-70-03 or equal. The gear shall have a minimum pitch diameter of 30 inches with a 4.75 inch face width or the equivalent spur gear surface area of 447 square inches. Spur gear surface area is defined as the spur gear pitch diameter multiplied by the spur gear face width multiplied by 3.14.
- J. The main gear shall rotate and be supported on a ball bearing assembly provided with four replaceable liner strips fitted into the main gear and turntable base. Liner strips shall be special vacuum degassed carbon corrected alloy steel hardened to a Rockwell hardness of at least 43 to 46 Rc. The turntable base shall be a minimum 1 inch thick to insure adequate structural rigidity to properly support the drive bearing and gear.
- K. The main gear and bearing shall be completely enclosed in an ASTM A-48 Class 40A cast iron housing provided with neoprene dust seals. In order to ensure the maximum possible base rigidity the gear housing shall be of full sidewall construction, integral with the base. Prior to assembly, the base shall be thoroughly inspected for seep holes or inclusions and given a hydrostatic test to insure no leaks are in the oil containment area. Shop inspection reports must be made available for review.
- L. The drive unit shall be equipped with an electro-mechanical overload control device actuated by thrust from the worm shaft. The pointer shall provide a visual reading of the relative main gear output torque on a 0 to 100 percent graduated scale. The 100 percent reading shall equal the 100 percent drive rating as specified in previous section above. The control device shall also activate an alarm switch for warning of impending overload, a motor cutout switch for overload protection and a back-up safety motor cutout switch for back up overload protection. The respective switches in the overload control device shall be factory calibrated and set to the following settings;
- Alarm; 40% of scale.
  - Motor cutout; 85% of scale.
  - Back-up motor cutout; 100% of scale.



All drive control components shall be mounted in a NEMA 4X enclosure of epoxy coated aluminum construction with a gasket sealed removable cover. The pointer shall be covered with a plexi-glass enclosure and shall be above the walkway surface for visibility from the walkway. Amperage sensing devices are not acceptable for torque overload protection due to their inability to react quickly enough to prevent damage to the drive. Overload devices with exposed linkage connections will not be accepted due to possible corrosion problems. Devices which react to rotational movement of the intermediate reduction unit will not be allowed due to possible misalignment of gearing created by the movement of the reduction unit.

- M. The center drive unit shall be designed for the continuous torque rating as specified in previous section above. The continuous torque shall be defined as the minimum torque at which the drive mechanism may operate continuously 24 hours per day, 365 days per year, for 20 years, at the specified sludge collector arm speed. Main gear and pinion calculations shall be based upon ANSI/AGMA 2001-D04 standards for rating the pitting resistance and bending strength of involute spur and helical gear teeth. Calculations shall clearly present the values used for the following design parameters:

- Number of pinions
- Actual face width
- Tooth geometry (I and J factors)
- Load distribution factor
- Allowable contact stress
- Allowable bending stress
- Pinion pitch diameter
- Hardness ratio factor
- Elastic coefficient
- Life factor

The load distribution factor shall be determined by the empirical method. For parameters which are material dependent, such as allowable contact stress, the calculations shall include a complete description of material and heat treatment used.

Worm gearing shall be designed and rated to equal or exceed the specified continuous torque and life. The basis for rating shall be ANSI/AGMA 6034-B92 standards for durability rating and design of worm gear reducers.

The continuous torque rating for the drive unit shall be the lowest value determined for the gearing.

END OF SECTION

## Section 4

### Scope of Work

#### Bidder to supply and install:

- One (1) complete C30HT drive unit to include the following:
- Drive torque control unit with micro switches and actuating pin
- Motor drive package (3/4 hp TEFC motor, reducer, sprockets, chain and guard)
- Paint scheme - (2) coats of Tnemec N69F epoxy @ 6-8 mils DFT (sky blue color)
- Top coated with (1) coat of Tnemec 73 Endura Shield urethane @ 2-3 mils DFT Top coat is highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact and weathering
- Installation fasteners & shim kit (304 SS)
- O & M manual
- One (1) year warranty
- Engineering
- FCA freight

#### Installation Services:

- Florida State licensed General Contractor.
- One Mobilization and Demobilization.
- Service truck, crane, mats, and related equipment.
- Blocking, supporting, and securing existing rotating equipment.
- Removal of existing and disposal of existing worm drive unit.
- Removal of existing motor drive package, torque spring, drive control and installation of these components into new rebuilt worm drive.
- Installation of worm drive assembly to existing main rake drive.
- Alignment of drive components verification of drive operation.
- Disposal of replaced equipment.
- Filling of drive lubricant

**The Contractor must submit, with their bid, a list of a minimum 10 completed projects of similar size and complexity in the State of Florida.**

**Include for each project:**

Project name & location

Name and contact of owner

Name and contact of specifier

Total project amount value

Date of completion

Section 5

PUBLIC ENTITY CRIMES

When attached the Bidder shall complete and submit with the bid the attached sworn statement under Section 287.133 (3) (a), Florida Statutes, on public entity crimes.

DRUG-FREE WORKPLACE CERTIFICATION

When attached the Bidder may complete and submit with the bid the attached Drug-free Workplace Certification, in accordance with Section 287.087, Florida Statutes.

NONCOLLUSION AFFIDAVIT

STATE OF )
) SS
COUNTY OF )

\_\_\_\_\_ , being first duly sworn deposes and says that:

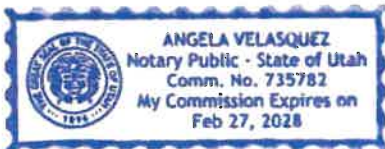
- 1. He (it) is the Stephen Koantz , of Onvo USA, LLC
the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By Stephen Koantz

Sworn and subscribed to before me this 18 day of December, 2024,

in the State of Utah, County of Salt Lake.

Angela Velasquez Notary Public
My Commission Expires: 2/27/28



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 011062024-S2X  
for New Port Richey WWTP
2. This sworn statement is submitted by OVIVO USA, LLC  
(name or entity, submitting sworn statement)  
whose business address is 4246 Riverboat Rd., Suite 300  
SLC, UT 84123 and  
(if applicable ) its Federal Employer Identification Number ( FEIN ) is 76-0742644

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

3. My name is Stephen Koontz and my relationship to the  
( please print name of individual signing )  
entity named above is Product Manager (Employee)

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

which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND ( Please indicate which additional statement applies. )

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. ( Please attach a copy of the final order. )

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. ( Please attach a copy of the final order. )

The person or affiliate has not been placed in the convicted vendor list. ( Please describe any action taken by or pending with the Department of General Services. )

By Stephen Koontz ( signature )

Date: 12/18/21

STATE OF Utah

COUNTY OF Salt Lake

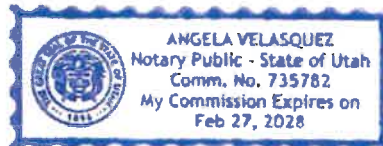
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Stephen Koontz who, after first being sworn by me, affixed his/her signature  
( name of individual signing )

in the space provided above on this 18 day of December, 2021.

ANGELA VELASQUEZ  
NOTARY PUBLIC

My commission expires: 2/27/28



DRUG-FREE WORKPLACE

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your bid.

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

VENDOR NAME: Orino USA LLC BID NO: Q11062024-55X  
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements

\_\_\_\_\_  
Vendor's Signature

STATE OF: Utah

COUNTY OF: Salt Lake

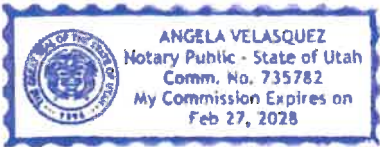
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Stephen Koontz

who, after first being sworn by me, affixed his/her signature in the space provided above on this 13 day of December, 2021.

Angela Velasquez  
\_\_\_\_\_  
Notary Public

(Affix Seal)

My commission expires 2/27/28



**E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

Attach an Electronically signed (E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS)

# E-Verify



Company ID Number: \_\_\_\_\_

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS  
ARTICLE I**

**PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_ (Employer). The purpose of this Agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
  - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a

photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the antidiscrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or



DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties. 18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false. 20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

18. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

19. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the Contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the Contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the Contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the Contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the Contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the Contract within 90 calendar days after date of contract award or within 30 days after assignment to the Contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal Contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the Contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the Contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii The employee's work authorization has not expired, and
- iii The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal Contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice. 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

#### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

#### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch. 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
8. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

###### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **MODIFICATION AND TERMINATION**

###### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

###### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal Contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

**ARTICLE VI  
PARTIES**

1. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate Agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
  2. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
  3. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
  4. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
  5. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
  6. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
  7. The foregoing constitutes the full Agreement on this subject between DHS and the Employer.
- To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888464-4218.**

**Approved by:**

<b>E-Verify Employer</b>	
Name (Please Type or Print)	Title
Stephen Koartz	PM
Signature	Date
Stephen Koartz	12/18/24

<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

<b>Information Required for E-Verify Information relating to your Company:</b>	
Company Name:	DVIVO USA, LLC
Company Facility Address:	4246 River bend Rd, Suite 300 SLC, UT 84123
Company Alternate Address:	
County or Parish:	
Employer Identification Number:	76-0742644      E-Verify ID 905094
North American Industry Classification Systems Code:	
Parent Company:	
Number of Employees:	
Number of Sites Verified for:	
Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State: State    Number of    Site(s) sites	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	
Telephone Number:	
Fax Number:	
Email Address:	

Name:	
Telephone Number:	
Fax Number:	
Email Address:	





## Ovivo List of Completed Projects in the State of Florida

Updated by Stephen Koontz 12/18/2024

Project Name and Location	<b>(2) C60P1D drives to replace existing drives for Hydrotreaters 8 and 10, including controls and installation services Miami-Dade County, Alexander Orr WTP</b>
Name and Contact of Owner	<b>Daren Tamargo daren.tamargo@miamidade.gov</b>
Name and Contact of Specifier	Replace-in-kind
Total Project Amount Value	<b>\$585,000.00</b>
Date of Completion	<b>1/12/2023</b>

Project Name and Location	<b>B60P-LDM Drive Unit Rehab Project, including removal and installation Murphree WTP, Gainesville, FL</b>
Name and Contact of Owner	<b>Jody Gilbert, 352-538-4334, <a href="mailto:gilbertjd@gru.com">gilbertjd@gru.com</a></b>
Name and Contact of Specifier	Replace-in-kind
Total Project Amount Value	<b>\$188,000.00</b>
Date of Completion	<b>6/1/2024</b>

Project Name and Location	<b>One 105' clarifier walkway and platform, including installation Manatee County, Southwest Water Reclamation Facility</b>
Name and Contact of Owner	<b>Sam Paullin 941-792-8811</b>
Name and Contact of Specifier	Replace-in-kind
Total Project Amount Value	<b>\$212,000.00</b>
Date of Completion	<b>8/1/2024</b>

Project Name and Location	<b>Supply one new C40HT Drive (drive only)</b>
Name and Contact of Owner	<b>Dominic Spears [dspears@capecoral.gov], 239-574-0894</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$45,000.00</b>
Date of Completion	<b>11/24/2024</b>

Project Name and Location	<b>Clarifier Rake Drive Replacement Including Installation Service Bee Ridge WTF, Sarasota County, FL</b>
Name and Contact of Owner	<b>William Wilkie, 941-232-9641</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$192,000.00</b>
Date of Completion	<b>7/20/2024</b>

Project Name and Location	<b>One 42'-0" Type HRB Clarifier Drive Refurbishment, Including Install Bonita Springs WTP, Bonita Springs Utilities, Inc.</b>
Name and Contact of Owner	<b>David Rodriguez; drodriguez@bsu.us; 239-872-6578</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$124,000.00</b>
Date of Completion	<b>5/3/2024</b>

Project Name and Location	<b>One new W21P Type Rake Drive Asy, Including Installation Pinellas County, Industrial Waste Treatment Facility</b>
Name and Contact of Owner	<b>Cameron Rosenberg, <a href="mailto:crosenberg@pinellas.gov">crosenberg@pinellas.gov</a>, Office (727) 464-7897</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$96,000.00</b>
Date of Completion	<b>2/1/2024</b>

Project Name and Location	<b>One (1) 40' BST Thickener W36P LDM Drive Lift Repair Components and Installation Services City of Noth Lauderdale</b>
Name and Contact of Owner	<b>Neil Buckeridge 954-448-5244</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$102,000.00</b>
Date of Completion	<b>4/1/2024</b>

Project Name and Location	<b>Two (2) EWT Type C3S Clarifier Mechanisms for existing 60'ø tanks Ridaught Landing Water Reclamation Facility Clay County, FL</b>
Name and Contact of Owner	<b>Sold to a Contractor: Petticoat-Schmitt, AJ Falletta 908-770-3521</b>
Name and Contact of Specifier	<b>Jones Edmunds, 352-377-5821 730 NE Waldo Road, Gainesville, FL 32641</b>
Total Project Amount Value	<b>\$965,000.00</b>
Date of Completion	<b>10/31/2024</b>

Project Name and Location	<b>Two (2) C4-FTS Spiral Blade Scraper Clarifiers Sunbridge Water Reclamation Facility, Sunbridge, FL</b>
Name and Contact of Owner	<b>Sold to a Contractor: Vogel Bros Building Co, Andrew Decker, 863.255.8186, <a href="mailto:adecker@vogelbldg.com">adecker@vogelbldg.com</a></b>
Name and Contact of Specifier	<b>CHA Consulting, Inc, 407-679-5358 1016 Spring Villas Point, Winter Springs, FL 32708</b>
Total Project Amount Value	<b>\$532,000.00</b>
Date of Completion	<b>1/2/2023</b>



16 DECEMBER 2024

## NEW PORT RICHEY WWTP NEW PORT RICHEY, FL

### PROJECT

C30HT Drive Unit w/ Installation Services  
Existing Serial #23493-02A

### AREA REPRESENTATIVE

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Gerald Mendez, P.E.



TSC-JACOBS

[gerald@tscjacobs.com](mailto:gerald@tscjacobs.com)

813-625-3318 cell phone

### NOTE

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**\*\* Please note pricing is only valid for 30 days from date listed on this proposal. Ovivo will not accept purchase orders for this proposal past that date without reviewing pricing and delivery of items proposed.**

### PREPARED BY

Stephen Koontz

Phone (385) 421-1788

Fax (801) 931-3080

[Stephen.koontz@ovivowater.com](mailto:Stephen.koontz@ovivowater.com)

Ovivo USA, LLC

4246 Riverboat Road – Suite 300

Salt Lake City, Utah 84123-2583

**DATE:** December 16, 2024

**TO:** New Port Richey WWTP, New Port Richey, FL

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the “Products”) on the project indicated above (the “Project”). This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project. Please contact Ovivo’s sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC Jacobs  
 24156 SR54, Suite 3  
 Lutz, FL 33559

Attention: Gerald Mendez  
 Telephone: 813-242-2597  
 Mobile: 813-625-3318  
 Email: gerald@tscjacobs.com

**PRICING**

ITEM	SPECIFICATION SECTION	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	-	C30HT Drive Unit	*	
II	-	Installation services	*	
			TOTAL	

\*Lead time for equipment manufacture and delivery is estimated at 16 – 18 weeks after receipt of purchase order and Ovivo acknowledgement. Installation services will need to be scheduled when PO is received. Installation will take approximately 1 week once that tank has been drained, cleaned and turned over to Ovivo by the plant.

## GENERAL NOTES

- The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.
- This equipment is being provided to replace existing equipment, as described, and will be covered by our standard mechanical warranty. Please note that unless directly stated otherwise, Ovivo is not providing any sort of guarantee or warranty regarding process or performance as part of this proposal.
- As an equipment supplier, Ovivo's scope of responsibility is limited to the equipment that it supplies and its ability to meet the agreed upon project specifications. Unless expressly stated in its proposal document, Ovivo is not responsible for a treatment plant's process performance, engineering decisions in relation to the plant's construction or operation nor the appropriateness or compatibility of Ovivo's equipment within such plant.

### \*\*\* CORONAVIRUS ADVISORY \*\*\*

The coronavirus situation may cause disruptions in our normal business practices, capacity, and supply chain. Any schedule statements made by Ovivo at this time are our best estimate and subject to change. Design will begin upon order acceptance; sourcing, manufacturing and fabrication will not begin until the formal submittal package is approved by owner and/or contractor.

## PROJECT SUMMARY:

Ovivo USA, LLC is pleased to offer the following proposal to provide one (1) C30HT type drive unit on one (1) existing 75'-0" Dia. Type C3S clarifier installed in 1987 under serial #23493-02A. Ovivo owns all of the original drawings/information and have them in our database. This unit will be supplied as a replacement in kind to the previous supplied unit.

### C30HT Drive Units (ITEM I)

Ovivo will manufacture and supply one (1) complete C30HT drive unit to include the following:

- Drive torque control unit with micro switches and actuating pin
- Motor drive package (3/4 hp TEFC motor, reducer, sprockets, chain and guard)
- Ovivo paint scheme - (2) coats of Tnemec N69F epoxy @ 6-8 mils DFT (sky blue color)
  - Top coated with (1) coat of Tnemec 73 Endura Shield urethane @ 2-3 mils DFT
  - Top coat is highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact and weathering
- Installation fasteners & shim kit (304 SS)
- O & M manual
- One (1) year warranty
- Engineering
- FCA freight
- Field Service visits to perform mechanical checkout on installed drive units (1 Trips / 1 Day onsite per trip)

#### **Items NOT Included**

- Submittals
- Drive unit removal or installation services (included in *Installation Services Item II*)
- Draining or cleaning of tank prior to start of removal or installation
- Electrical disconnect/installation or alteration of existing electrical supply
- Drive lubricants/oil or special paint
- Handrail or grating (reusing existing handrail and floor plate, supplying new platform steel on parts order)
- Drive unit off-load from truck (plant to provide)
- Startup/checkout services (see optional adder below)

### INSTALLATION SERVICES (ITEM II)

- Florida State licensed General Contractor.
- One Mobilization and Demobilization.
- Service truck, crane, mats and related equipment.
- Blocking, supporting and securing existing rotating equipment.
- Removal of existing and disposal of existing drive unit.
- Alignment of drive components verification of drive operation.
- Installation of existing handrail and grating on new platform.
- Filling of drive lubricant, if supplied at time of installation.
- 10 hours per day.



**Items NOT Included**

- Any bonds and/or permits, including but not limited to building permits.
- Dewatering, draining or cleaning of tank prior to start of installation.
- Removal and/or disposal of any plant waste.
- Electrical disconnect/installation or alteration of existing electrical supply.
- Junction boxes, wiring, conduit, circuit breakers, etc.
- Finish or touch up painting.
- Lubricants or drive unit oil.
- Disposal of any old lubrications/fluids.
- Removal of old debris.
- Overtime work hours.
- Any clarifier components not expressly listed in this proposal.
- See general items not included.

**SURFACE PREPARATION AND PAINT:**

Ovivo's drive unit and platform will receive a surface preparation of SSPC-SP-06 and will be coated with two (2) coats of Tnemec N69 and one (1) coat of Tnemec Endura-shield series 73. Gearmotors are coated by the manufacturer.

**DELAYS IN CONSTRUCTION:**

Prior to mobilization, the Owner is to confirm that the work area is ready for our crew's mobilization. Tank must be cleaned, free of plant waste and standing water, and must remain in this condition throughout construction. (Pumps, piping, valving, gates, stop blocks, etc. –whether permanent or temporary - are not the responsibility of Ovivo.)

If applicable, the electrical supply must be disconnected. Also, if applicable, arrangements must be made for reconnection of electrical supply within 1 working day of notice by Ovivo.

Failure to have the construction area ready prior to our arrival will result in rescheduling of equipment installation and any financial costs incurred due to delays. Please note that our crews are frequently booked weeks in advance, and rescheduling to best meet the Owner's needs may not be possible.

**ADDITIONAL FIELD SERVICE**

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each

proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

## **SURFACE PREPARATION AND PAINTING GENERAL INFORMATION**

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

## **PRICING TERMS**

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than **thirty (30) days** after date of proposal. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an

accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

## PAYMENT TERMS

Payment terms are: One Hundred percent (100%) payment due within thirty (30) days after Purchaser's receipt of invoice. Invoice will be submitted after all materials have been received at job site or have been successfully installed by an Ovivo contractor and the field service check-out and start-up procedure is finalized. Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Any postponement of delivery dates requested by the Purchaser; or if Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, for delays of up to ninety (90) days, Purchaser shall pay Ovivo all appropriate charges incurred up to date of such event, per the schedules above, which may include partial completion of milestones. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. For delays less than ninety (90) days, Ovivo will delay portions of fabrication and delivery, to the extent possible. Delays greater than ninety (90) days are subject to price escalation at 1.5% per month for each month or partial month of delay, further subject to the steel escalation clause; or, if possible, equipment shall be stored at the cost of the Purchaser. For delays greater than ninety (90) days, Purchaser shall accept transfer of title and make full payment for all work due and payable, thirty (30) days from the date work is placed into storage. Credit is subject to acceptance by Ovivo's Credit Department.

## PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal not to exceed 30 days from the date of this proposal.

If a binding purchase order is not received by Ovivo prior to the above referenced date, prices and shipping dates are subject to review and adjustment by Ovivo.

Additionally, due to the unpredictability of material and labor prices and availability, including but not limited to recent sharp increases in carbon steel, stainless steel, aluminum, other metal prices, electrical components, coatings, FRP, shipping, and labor prices in the North American and worldwide markets (the "Labor and Material Price(s)"), Ovivo, shall not assume responsibility for such possible escalations and impacts to schedule beyond the validity date of its proposal or between the date of the executed Contract and the procurement of such labor and material.

Ovivo may increase the price of its proposal or require additional payment in the form of a change order due to any Labor and Material Price increase (a) that exceeds 5% per annum of the price of the specific labor or material in place on the date of Ovivo's proposal or (b) when product fabrication utilizing labor or materials does not commence until more than 6 months after the purchase order date, due primarily to actions of parties other than Ovivo. Furthermore, Ovivo is entitled to adjust its delivery date to account for such delay.

Any Labor and Material Price increase shall be based on an industry-standard pricing measure or index for that particular labor or material that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Buyer prior to fabrication.

Notwithstanding the above, should requested shipment dates be extended primarily due to actions of parties other than by Ovivo or its suppliers, Ovivo reserves the right to charge 1.5% per month of the Contract Price for each month or partial month of delay, unless said delay is agreed to in writing by all affected parties.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

#### **PERFORMANCE WARRANTY DISCLAIMER**

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties. THE PARTIES AGREE THAT, OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

#### **TAXES**

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

#### **BONDS**

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

#### **BACKCHARGES**

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work

or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

### **\*\*PURCHASE ORDER SUBMISSION\*\***

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Ovivo USA, LLC	Attn: Thomas Holt
4246 Riverboat Road, Suite 300	Tel. #: 801-815-8075
Salt Lake City, Utah 84123	Email: thomas.holt@ovivowater.com

### **GENERAL ITEMS NOT INCLUDED**

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

### **WARRANTY AND CONDITIONS**

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

### **INFRASTRUCTURE INVESTMENT AND JOBS ACT**

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic

and post pandemic times. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise

## CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

## Ovivo List of Completed Projects in the State of Florida

Updated by Stephen Koontz 1/7/2025

Project Name and Location	<b>120'ø C3D Clarifiers with C40HT Drives Southwest WRF, Cape Coral, FL (CSW102)</b>
Name and Contact of Owner	<b>Sold to a Contractor: Poole and Kent, Duane Armstrong, 239-829-7120</b>
Name and Contact of Specifier	<b>MWH, 239-573-5959 2504 Del Prado Blvd, Suite 430, Cape Coral, FL 33904</b>
Total Project Amount Value	<b>\$420,000.00</b>
Date of Completion	<b>December 2007</b>

Project Name and Location	<b>50'ø CST Thickener with C30HT Drive Peace River/Manasota Regional Water (CSW175-01)</b>
Name and Contact of Owner	<b>Sold to Contractor: Encore Construction, Tim Behler, 407- 877-5903</b>
Name and Contact of Specifier	<b>Boyle Engineering, Carl Edquist, 841-377-8858, 5971 Cattleridge Blvd #200, Sarasota, FL 34240</b>
Total Project Amount Value	<b>\$100,000.00</b>
Date of Completion	<b>December 2007</b>

Project Name and Location	<b>60'ø C3S Clarifier with C30LT Drive Ridaught Landing WWTP, Clay County, FL (CSW274-01)</b>
Name and Contact of Owner	<b>Clay County Utility Authority, 904-272-5999, David McLaren 3176 Old Jennings Road, Middleburg, FL 32068</b>
Name and Contact of Specifier	<b>Mittauer and Associates, 904-278-0030 580-1 Wells Road, Orange Park, FL 32073</b>
Total Project Amount Value	<b>\$140,000.00</b>
Date of Completion	<b>2/17/2009</b>

Project Name and Location	<b>95'ø C3S Clarifiers with C40HT Drives Vero Beach, FL WWTP, Vero Beach, FL (CSW291-01)</b>
Name and Contact of Owner	<b>Sold to a Contractor: Interstate Engineering Corp, Bob Cook, 978-744-8883</b>
Name and Contact of Specifier	<b>CDM, Steve Martin, 561-689-3336 1601 Belvedere Road, Suite 211, South, West Palm Beach, FL 33406</b>
Total Project Amount Value	<b>\$268,000.00</b>
Date of Completion	<b>December 2008</b>

Project Name and Location	<b>65'ø Clarifiers with C30HT Drives North Port FL WWTP, North Port FL (CSW312-01)</b>
Name and Contact of Owner	<b>City of North Port, 941-429-7170 4970 City Hall Blvd, Ste 128, North Port, FL 34286</b>
Name and Contact of Specifier	<b>Brown and Caldwell, 407-661-9500 850 Trafalgar Court, Suite 300, Maitland, FL 32751</b>
Total Project Amount Value	<b>\$337,000.00</b>
Date of Completion	<b>2/11/2009</b>

Project Name and Location	<b>W48P/LDM Drive, Including Labor and installation City of Coral Springs WTP (RSW041-01)</b>
Name and Contact of Owner	<b>City of Coral Springs, Dave Moore, 954-345-2160 9551 W Sample Road, Coral Springs, FL 33065</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$60,000.00</b>
Date of Completion	<b>July 2007</b>



Project Name and Location	<b>Rebuild C54/C72P Drive Unit, Including Labor and Installation Delray Beach FL WTP (RSW090-01)</b>
Name and Contact of Owner	<b>City of Delray Beach, FL, John Bullard, 561-243-7318 100 NW 1<sup>st</sup> Ave, Delray Beach, FL 33444</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$90,000.00</b>
Date of Completion	<b>June 2008</b>

Project Name and Location	<b>95'ø Secondary Clarifier with C30HT Drive, with Labor and Installation River Oaks WWTP, Hillsborough, FL (RSW110-01)</b>
Name and Contact of Owner	<b>Hillsborough County, Gita Iranipour, 813-272-5977 8425 Sheldon Road, Tampa, FL 33615</b>
Name and Contact of Specifier	<b>Replace-per-existing</b>
Total Project Amount Value	<b>\$600,000.00</b>
Date of Completion	<b>8/12/2010</b>

Project Name and Location	<b>100'ø Clarifier Steel Components, with Labor and Installation Rockledge FL WWTP (RSW179-01)</b>
Name and Contact of Owner	<b>City of Rockledge, FL, Alan LaDuke, 321-690-3975 1600 Hunting Lane, Rockledge, FL 32955</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$698,000.00</b>
Date of Completion	<b>12/8/2009</b>

Project Name and Location	<b>C40HT Drives Replacement, with Labor and Installation Peace River WWTP (RSW201-01)</b>
Name and Contact of Owner	<b>Peace River Manasota Regional, Kevin Morris, 941-316-1776 6311 Altrium Drive, Suite 100, Bradenton, FL 34202</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$181,500.00</b>
Date of Completion	<b>2/26/2010</b>

Project Name and Location	<b>(2) C60P1D drives to replace existing drives for Hydrotreators 8 and 10, including controls and installation services Miami-Dade County, Alexander Orr WTP (RSW1333-01)</b>
Name and Contact of Owner	<b>Daren Tamargo daren.tamargo@miamidade.gov</b>
Name and Contact of Specifier	Replace-in-kind
Total Project Amount Value	<b>\$585,000.00</b>
Date of Completion	<b>1/12/2023</b>

Project Name and Location	<b>B60P-LDM Drive Unit Rehab Project, including removal and installation Murphree WTP, Gainesville, FL (RSW1476-01)</b>
Name and Contact of Owner	<b>Jody Gilbert, 352-538-4334, <a href="mailto:gilbertjd@gru.com">gilbertjd@gru.com</a></b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$188,000.00</b>
Date of Completion	<b>6/1/2024</b>

Project Name and Location	<b>One 105' clarifier walkway and platform, including installation Manatee County, Southwest Water Reclamation Facility (RSW1484-01)</b>
Name and Contact of Owner	<b>Sam Paullin 941-792-8811</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$212,000.00</b>
Date of Completion	<b>8/1/2024</b>

Project Name and Location	<b>Supply one new C40HT Drive (drive only) Everest Parkway WRF, Cape Coral, FL (RSW1516-01)</b>
Name and Contact of Owner	<b>Dominic Spears [dspears@capecoral.gov], 239-574-0894</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$45,000.00</b>
Date of Completion	<b>11/24/2024</b>

Project Name and Location	<b>Clarifier Rake Drive Replacement Including Installation Service Bee Ridge WTF, Sarasota County, FL (RSW1532-01)</b>
Name and Contact of Owner	<b>William Wilkie, 941-232-9641</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$192,000.00</b>
Date of Completion	<b>7/20/2024</b>

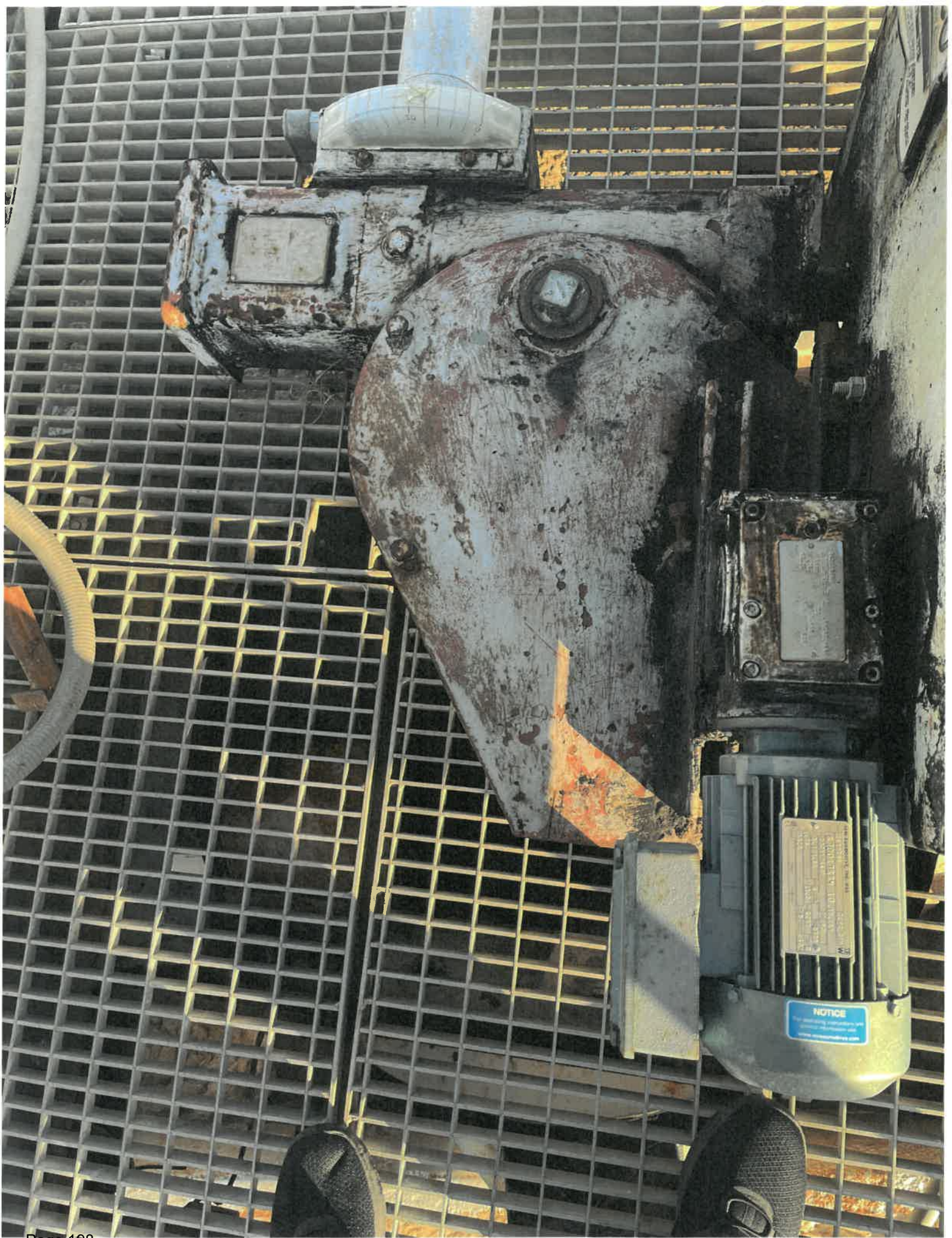
Project Name and Location	<b>One 42'-0" Type HRB Clarifier Drive Refurbishment, Including Install Bonita Springs WTP, Bonita Springs Utilities, Inc. (RSW1483-01)</b>
Name and Contact of Owner	<b>David Rodriguez; drodriguez@bsu.us; 239-872-6578</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$124,000.00</b>
Date of Completion	<b>5/3/2024</b>

Project Name and Location	<b>One new W21P Type Rake Drive Asy, Including Installation Pinellas County, Industrial Waste Treatment Facility (RSW1475-01)</b>
Name and Contact of Owner	<b>Cameron Rosenberg, <a href="mailto:crosenberg@pinellas.gov">crosenberg@pinellas.gov</a>, Office (727) 464-7897</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$96,000.00</b>
Date of Completion	<b>2/1/2024</b>

Project Name and Location	<b>One (1) 40' BST Thickener W36P LDM Drive Lift Repair Components and Installation Services City of Noth Lauderdale (RSW1465-01)</b>
Name and Contact of Owner	<b>Neil Buckeridge 954-448-5244</b>
Name and Contact of Specifier	<b>Replace-in-kind</b>
Total Project Amount Value	<b>\$102,000.00</b>
Date of Completion	<b>4/1/2024</b>

Project Name and Location	<b>Two (2) EWT Type C3S Clarifier Mechanisms for existing 60'Ø tanks Ridaught Landing Water Reclamation Facility Clay County, FL (CSW1665-01)</b>
Name and Contact of Owner	<b>Sold to a Contractor: Petticoat-Schmitt, AJ Falletta 908-770-3521</b>
Name and Contact of Specifier	<b>Jones Edmunds, 352-377-5821 730 NE Waldo Road, Gainesville, FL 32641</b>
Total Project Amount Value	<b>\$965,000.00</b>
Date of Completion	<b>10/31/2024</b>

Project Name and Location	<b>Two (2) C4-FTS Spiral Blade Scraper Clarifiers Sunbridge Water Reclamation Facility, Sunbridge, FL (CSW1590-01)</b>
Name and Contact of Owner	<b>Sold to a Contractor: Vogel Bros Building Co, Andrew Decker, 863.255.8186, <a href="mailto:adecker@vogelbldg.com">adecker@vogelbldg.com</a></b>
Name and Contact of Specifier	<b>CHA Consulting, Inc, 407-679-5358 1016 Spring Villas Point, Winter Springs, FL 32708</b>
Total Project Amount Value	<b>\$532,000.00</b>
Date of Completion	<b>1/2/2023</b>







# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Robert M Rivera – Public Works Director  
**DATE:** 2/4/2025  
**RE:** ITB25-006 WWTP Biosolids Hauling and Disposal Services Bid Award

**REQUEST:**

The request of staff for City Council is to review and consider for approval the attached ITB25-006 bid award and contract for the Wastewater Treatment Plant (WWTP) biosolids hauling and disposal services to Appalachian Material Service, Inc. This contract has an initial term of one year from the date of execution with two (2) annual options to renew upon mutual agreement. The Consumer Price Index (C.P.I) can be used for evaluation.

**DISCUSSION:**

The WWTP generates about 8,100 wet tons of biosolids or sludge annually as a by-product of the treatment process. This material must be transported and treated to FDEP standards prior to disposal. Our facility is not equipped to provide this level of biosolids treatment and the cost to transport the material to disposal sites makes it impractical for the city to perform this task in-house.

On January 10, 2025 two (2) sealed bids were opened and publicly read aloud. The two bids were from Synagro South, LLC at \$220 per ton and Appalachian Material Service, Inc. at \$84.43 per ton. Appalachian Material Service is located in Parrish, Florida and has been in business for 36 years. Staff has verified references and talked with the company administrative staff to reaffirm the city’s standards that are expected to perform this type of service.

**RECOMMENDATION:**

Award of the ITB25-006 and approval of the contract are recommended.

**BUDGET/FISCAL IMPACT:**

This service is budgeted and available in the operating budget for the Wastewater Reclamation Facility. It should be noted that Pasco County will reimburse the city approximately 49.3% of the total cost for this service as outlined in the wastewater plant operation inter-local agreement.

**ATTACHMENTS:**

Description	Type
☐ Bid Tabulation	Backup Material
☐ ITB25-006 Sheet 1-4	Backup Material





**TO:** Debbie L. Manns, City Manager  
**FROM:** Nadine Ward, Deputy City Clerk  
**CC:** Robert Rivera, Public Works Director  
 Kate Wendt, Sr. Administrative Assistant  
**DATE:** January 10, 2025  
**RE:** Bid Opening: ITB25-006 Biosolids and Hauling Services

---

Bids for ITB25-006 Biosolids and Hauling Services were received by 2:00 p.m. on Thursday, January 9, 2025. The bid opening took place on Friday, January 10, 2025, 2024 at 2:00 p.m. in City Hall Council Chambers.

Present were Sr. Administrative Assistant Kate Wendt, WWTP/Reclaimed Water Facilities Operation Manager Joseph Palazzolo and Deputy City Clerk Nadine Ward.

Bids were announced and opened from the following entities:

BIDDERS	BID
Synagro South, LLC 435 Williams court Suite 100 Baltimore, MD 21220	Price per Wet Ton No Trucking NO BID
	Price Per Wet Ton with Trucking \$220.00
Appalachian Material Service, Inc 9321 Moccasin Wallow Road Parrish, FL 34219	Price per Wet Ton No Trucking \$69.95
	Price Per Wet Ton with Trucking \$84.43

The apparent low bidder was Appalachian Material Service, Inc with a total bid of \$84.43/per wet ton with trucking. The bid opening concluded at 2:06 p.m.



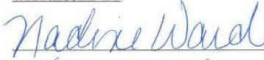
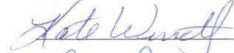

BID ITEM: Biosolids and Hauling Services  
 BID NUMBER: ITB25-006  
 BID OPENING: January 10, 2025 at 2:00 p.m., City Council Chambers  
 DEPARTMENT: Public Works

NUMBER OF BIDS: 2

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE
Synagro South, LLC 435 Williams court Suite 100 Baltimore, MD 21220	Price per Wet Ton No Trucking - NO BID Price Per Wet Ton with Trucking \$220.00	✓	✓	✓
Appalachian Material Service, Inc 9321 Moccasin Wallow Road Parrish, FL 34219	Price per Wet Ton No Trucking - \$69.95 Price Per Wet Ton with Trucking - \$84.43	✓	✓	✓

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

WITNESSED BY:

**BID DOCUMENTS**  
**FOR**  
**CITY OF NEW PORT RICHEY**



**Biosolids Hauling and Disposal Services**

By

**Public Works Department**  
**Wastewater Treatment Division**  
4730 Main Street  
New Port Richey, Florida 34652

Project No. ITB25-006

**DECEMBER 4, 2024**

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## **Section 1 INVITATION TO BID**

Biosolids hauling and Disposal Services  
Bid No. ITB25-006

Sealed bids to provide wastewater biosolids hauling and disposal services (approximately 7,700 tons) for the City of New Port Richey's Water Reclamation Facility. Bids shall be addressed to the City of New Port Richey, City Clerk's Office, 5919 Main Street, New Port Richey, Florida, 34652. Bids will be received at the office of the City Clerk until 2:00 p.m. local time on January 9, 2025. Any bids received after the time and date specified will not be considered.

The bid opening will be held promptly at 2:00 p.m. local time, on January 10, 2025 in the New Port Richey City Council Chambers, 5919 Main Street, New Port Richey, Florida 34652 at which time the proposals will be publicly opened and read aloud.

Complete details and copies of the documents may be obtained from the Purchasing Department 727-853-1055. Each bid must be submitted, in triplicate, on the proposal forms. The outside of the envelope must be clearly marked with the proposer's name and full address along with "ITB25-006 – Biosolids Hauling and Disposal Services."

All applicable bid bonds, contract bonds, insurance contracts and certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.


In order to perform public work, the successful bidder shall, as applicable, hold or obtain such Contractors' and Business Licenses as required by state statutes.

Before a contract will be awarded for the work contemplated, the Owner will conduct such investigations as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the bidder's qualifications.

The right is reserved to reject all bids or any bids not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the contract for a period of time, which however shall not extend beyond 90 days from the bid opening date.

Dated this 11th and 18th day of December, 2024.  
CITY OF NEW PORT RICHEY, FLORIDA  
By Judy Meyers, MMC, City Clerk

## Section 2 BID FORM

Submit Bids To: City Clerk's Office City of New Port Richey 5919 Main Street New Port Richey, Florida 34652-2785		<b>INVITATION TO BID</b> <b>City of New Port Richey</b> <b>Purchasing Department</b>	
Bid Title: Biosolids Hauling and Disposal Services		Type	Bid No. ITB25-006
Page 1 of 5	Bids are due by <b>January 9<sup>th</sup>, 2025, at 2:00 pm</b> and will be opened on <b>January 10<sup>th</sup>, 2025, at 2:00 pm</b> . Bids may not be withdrawn for 90 days after such date and time.		Issue Date:
Additional information  City of New Port Richey			City Clerk  Judy Meyers 727-853-1021

### Section A General Terms and Conditions of Invitations to Bid

1. Preparation of Bids
 

Bids will be prepared in accordance with the following:

  - (a) Our enclosed Bid Proposal Form is to be used in submitting your Bid.
  - (b) All information required by the bid form shall be furnished. The Bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
  - (c) Unit prices shall be shown, and where there is an error in extension of price, the unit price shall govern.
  - (d) Alternate bids will not be considered unless authorized by the invitation to bid.
  - (e) Proposed delivery time must be shown and shall include Sundays and Holidays.
  - (f) Bidders will not include federal taxes nor State of Florida taxes, excise, and use taxes in bid prices as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
  - (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions, and all other contract documents.
  - (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery and equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or the may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
  - (i) Bidders are advised that all city contracts are subject to all legal requirements provided for on the purchasing ordinance and/or State and Federal Statutes
2. Description of Supplies
  - (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in such specifications are for the purpose of describing and establishing general quality levels. **Such references are not intended to be restrictive.** Bids will be considered for any brand which meets the quality of the specifications listed for any items.
  - (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.

- (c) Bidders will submit, with their proposal data necessary to evaluate and determine the quality of the item(s) they are bidding.
3. Submission of Bids
    - (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, City of New Port Richey. The name and address of the Bidder, the date and hour of the bid opening and the material or service Bid shall be placed on the outside of the envelope.
    - (b) Bids must be submitted on the forms furnished. Electronic bids will not be considered. Bids, however, may be modified by electronic notice provided such notice is received prior to the time and date set for the bid opening.
  4. Rejection of Bids
 

The City may reject a bid if:

    - (a) The Bidder misstates or conceals any fact in the Bid, or if,
    - (b) The Bid does not strictly conform to the requirements of the Bid, or if,
    - (c) The Bid is conditional, except the Bidder may qualify his Bid for acceptance by the City on an "all or none" basis or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
    - (d) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the Bid unless the Bid has been qualified. The City may also waive any minor informalities or irregularities in any bid.
  5. Withdrawal of Bids
    - (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.
    - (b) Bids may not be withdrawn prior to the time set for the bid opening. Such request must be in writing.
  6. Late Bids or Modifications
    - (a) Bids and Modifications received after the time and date set for the bid opening will not be considered.
    - (b) Modifications in writing received prior to the time and date set for the bid opening will be accepted.
  7. Clarification or Objection to Bid Specifications
    - (a) If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of the specifications or any other bid documents of any part thereof, he may submit to the Purchasing Coordinator on or before five days prior to scheduled opening a request for clarification. All such request for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving an Invitation to Bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the Contract. Any objection to the specifications and requirements as set forth in this Bid must be filed in writing with the Purchasing Coordinator on or before five days prior to scheduled opening.
  8. Discounts
    - (a) Bidders may offer cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices.
    - (b) In connection with an discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.
  9. Samples
    - (a) Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the Bidder's expense. Each individual sample must be labeled with the Bidder's name and manufacturer's brand name and number.
  10. Award of Contract
    - (a) The Contract will be awarded to the lowest responsible Bidder whose Bid, conforming to the invitation to bid, is most advantageous to the City, price and other factors considered.
    - (b) The City reserves the right to accept and award item by item, and/or by group, or in aggregate, unless the Bidder qualifies his Bid by specific limitations.
    - (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the Contract shall be awarded to a local bidder.
    - (d) Prices quoted must be F.O.B. with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
  11. Delivery
    - (a) Deliveries are to be F.O.B. Destination unless otherwise stated in the Invitation to Bid.

- (b) Deliveries are to be made during regular business hours.
- 12. Conditions of Material and Packing
  - (a) All items furnished must be new and free from defects. No other will be accepted under the terms and intent of this Bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.
- 13. Claims
  - (a) Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
- 14. Local, State and Federal Compliance Requirements
  - (a) Bidders shall comply with all local, State and federal directives, orders, and laws as applicable to this Bid and subsequent Contract (s) including but not limited to: (1) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this Contract. (2) Minority Business Enterprise (M.B.E.), as applicable to this Contract. (3) Occupational Safety and Health Act (O.S.H.A.), as applicable to this Contract.
- 15. Provisions for other Agencies
  - (a) Unless otherwise stipulated by the Bidder, the bidder agrees when submitting his Bid to make available to all City Agencies and Departments, the bid prices he submits, in accordance with the bid terms and conditions, should any said department wish to buy under this proposal.
- 16. Collusion
  - (a) The Bidder, by affixing his signature to this proposal, agrees, to the following: "Bidder certifies that his Bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action"
- 17. Variance in Conditions
  - (a) Any and all special conditions and specifications attached hereto which vary from General Condition shall have precedence.

Section B                      Material or Services Required                      Date \_\_\_\_\_

Advertised Date DEC 4 2024  
Submitted By: (company name)  
APPALACHIAN MATERIAL  
SERVICES, INC

File Number ITB-25-006  
Authorized by: William Howard  
(Manual signature required)  
Name and Title William Howard President

Description	Cost
Prices: per wet ton without trucking (tip fee)	\$ <u>69.95</u>
Prices: Per wet ton with trucking	\$ <u>84.43</u>

We, APPALACHIAN MATERIAL SERVICES, INC (company name), the above signed, making any other proposal, or who otherwise would make a proposal, and agree to furnish in strict accordance with all Federal Regulatory Measures and also with these written specification, which consist of this form and all attached documents and general condition as shown in Section A. Florida statute #287.087 requires certification by all bidders indicating that they Do or Do Not have Small/Minority Business Status : Yes \_\_\_\_\_ No X This firm is classified as a small business under S.B.A.





# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Arnie Wetzel, Director of Human Resources  
**DATE:** 2/4/2025  
**RE:** HR Position Reclassification and Corresponding Budget Amendment

## REQUEST:

The request before you is seeking to approve the reclassification of the Human Resources Business Partner position to an Assistant Director, Human Resources & City Initiatives position. A corresponding Budget Amendment will be necessary to fund the additional costs due to the higher-level position and increased duties and responsibilities.

## DISCUSSION:

After continuing to evaluate the direction of the Human Resources Department and recruiting for an experienced and strong HR Business Partner candidate, it was determined that we needed to pursue a higher level and more experienced candidate for the department. In addition, the original position was always targeted to be part of succession planning. Again, after evaluation, a higher-level individual is necessary for improving operations and succession planning. It is our intent to also utilize this elevated position to work on various City initiatives and projects that have been delayed due to either turnover or limited resources.

## RECOMMENDATION:

The recommendation from Staff is to approve the reclassification of the HR Business Partner position to an Assistant Director, Human Resources & City Initiatives position as well as the corresponding Budget Amendment to fund the additional costs associated with the higher-level position.

## BUDGET/FISCAL IMPACT:

The financial impact, including mandatory payroll expenses (i.e. FICA, Medicare and Pension) associated with the increased salary is expected to be \$7,000 for the remainder of FY 2024-2025. The additional funds to cover this reclassified position will be obtained by utilizing various vacant position savings.

## ATTACHMENTS:

Description	Type
☐ Position Description-Assistant Director, Human Resources & City Initiatives	Backup Material
☐ 02.04.25 Budget Amendment-HR Personnel	Budget Amendment

# Assistant Director, Human Resources & City Initiatives



## POSITION DESCRIPTION

**DEPARTMENT: Human Resources**

**REPORTS TO: Director, Human Resources**

**CLASSIFICATION STATUS: Exempt**

### **MAJOR FUNCTION:**

Assists with planning, organizing, and directing the personnel, safety and risk management programs of the City. Work is performed independently under broad direction from the Director of Human Resources and the City Manager and within the goals and objectives of the City. Performs responsible administrative and staff work in coordinating the City's human resources, safety and risk management program, including compensation and benefits administration; employee performance management; recruitment and selection process; Equal Employment Opportunity policy; unemployment compensation; training programs; risk management and safety program (all lines of liability insurance and workers' compensation); grievance administration; labor negotiations; and community relations. The Assistant Director is responsible for helping to develop, implement, and administer all phases of the personnel policies and procedures. In addition, the Assistant Director will assist the City Manager with special projects, analytics, research and policy & procedure formulation for current and new City initiative programs.

### **ESSENTIAL FUNCTIONS:**

*The list of essential functions, as outlined herein, is intended to be representative of the major tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such duties are a logical assignment to the position. Specific tasks on a day to day basis will reflect the overall areas of expertise for this position.*

Supervises, directs, and evaluates assigned staff. Processes employee concerns and problems, directs work, counsels, and completes employee performance appraisals.

Coordinates, assigns and reviews work and establishes work schedules; maintains standards; monitors status of work in progress; inspects completed work assignments; answers questions; gives advice and direction as needed.

Provides strategic leadership. Oversees the City's personnel and benefits programs and policies. Provides oversight of employee benefit programs and all lines of liability and workers' compensation insurances.

## **Assistant Director, Human Resources & City Initiatives**

Advises department heads, managers and supervisors on City human resource policy and benefits administration issues.

Provides continuous advice and guidance on legal and technical trends to ensure adherence to legal requirements and policy and procedures.

Administers a variety of programs including benefits, risk management and special projects.

Confers with department heads, employees and the general public regarding the interpretation of regulations, policies, procedures, and contracts as they apply to human resource operations, personnel records and benefits.

Conducts disciplinary investigations with the assistance of the legal counsel when necessary.

Consults with and advises department heads, managers and supervisors regarding employment decisions to maximize the quality of the organization's workforce.

Develops and implements programs and practices to recruit and hire talented individuals.

Assists decision makers with developing and recommending compensation actions/practices.

Researches legislation and employment laws affecting human resources; keeps management informed of new developments; monitors policies to ensure compliance.

Provides assistance to the City Manager on special projects.

Drafts proposed policies and procedures related to administrative programs and projects for the City Manager's review.

Prepares reports on a variety of subjects by gathering research and data, studying analytics, and evaluating alternative courses of action for the City Manager.

Advises City Manager on issues of City importance. Provides highly responsible staff assistance to the City Manager; prepares and presents staff reports and other necessary correspondence.

Participates in the development and administration of the Human Resources Department budget; assists with monitoring the forecast of funds needed for staffing, equipment, materials, and supplies.

Prepares agenda items for the City Council, and various committees and boards involved in Human Resources Department activities; may present agenda items to the City Council as needed.

## **Assistant Director, Human Resources & City Initiatives**

Evaluates training needs and conducts and coordinates internal and external training programs.

Selects, trains, and motivates personnel; provides or coordinates staff training; evaluates employee performance; works with employees to correct deficiencies.

Ensures that City Human Resources practices comply with Federal, State and Local laws.

Performs other related work as assigned.

### **MINIMUM QUALIFICATIONS:**

#### **Knowledge, Skills, and Abilities:**

Thorough knowledge of the principles of human resources administration, including the basic methods and techniques of position classification, salary administration, employee labor relations, training, safety, group health and liability insurances, and other related personnel processes.

Knowledge of Federal, State, and Local laws and ordinances pertaining to Human Resources practices and procedures. Maintain current knowledge in the field of public human resource administration.

Ability to produce work products. Abilities include, but are not limited to, maintaining a pay and classification system, creating and maintaining up to date job descriptions, and creating and presenting training.

Considerable knowledge of the principles, practices, and appliances of modern office administration and recordkeeping.

Ability to delegate authority, plan, organize, and review the work of subordinate technical and supervisory personnel in a manner conducive to full performance and high morale.

Ability to present ideas clearly and concisely, orally and in writing.

Ability to direct and participate in human resource activities; and assist in the development of long-range plans for the human resource program of the City.

Ability to read, analyze, and interpret data including, but not limited to, utilization reports, actuarial impact studies, statutes, collective bargaining agreements, proposals, studies, etc.

Ability to prepare and present reports and recommendations to City Council regarding human resource matters in public meetings as needed.

## **Assistant Director, Human Resources & City Initiatives**

Ability to exercise a high degree of confidentiality.

### **TRAINING, CERTIFICATIONS, AND EXPERIENCE:**

Graduate of an accredited four-year college or university with a bachelor degree in Human Resource Management, Public Administration or a related field; at least three (3) to five (5) years' experience in a responsible supervisory position within the human resources field. Professional experience in a municipal or county setting is preferred. Experience in employee benefit programs, defined benefit and defined contribution pension plans, risk management/safety programs and labor negotiations desired. SHRM certification or similar professional organization certification expected or expected to be achieved for this position.

### **SPECIAL REQUIREMENTS:**

Must have a valid Florida drivers' license. Subject to emergency call-out during off-duty hours and on weekends as required. Every New Port Richey employee is required to fill out a Disaster Response Survey and is subject to being required to report to work during a declared disaster.

### **PHYSICAL DEMANDS:**

#### **Physical Ability:**

Requires sedentary work that involves walking or standing some of the time and routine keyboard operations. The job risks exposure to no significant environmental hazards. The job requires normal visual acuity, and field of vision, hearing, speaking, color perception, sense of smell, depth perception, and texture perception. Ability to stand and sit for periods longer than 30 minutes but not to exceed four hours consecutively. Ability to climb stairs and ladders occasionally. Ability to lift boxes not exceeding 25 pounds occasionally.

#### **Sensory Requirements:**

Ability to hear, speak and understand conversation in English in various tones of voice, as well as accents or rapidly spoken in order to be able to do job. Ability to see, read and comprehends letters, numbers, words, characters or symbols, which are both large and small. Ability to print and draw letters, numbers, words, characters and symbols which are legible and understood by others. Ability to learn complex tasks and remember how to complete tasks without assistance once trained. Ability to operate a motor vehicle

### **WORK ENVIRONMENT:**

Ability to deal with stress related to occasional deadlines and occupational problems, which demand immediate attention. Working environment requires ability to multi-task to accomplish

**Assistant Director, Human Resources & City Initiatives**

day to day tasks. Ability to accept decisions made by others that may be in opposition of own views. Ability to deal with employee issues in the capacity of supervisor and department director. The employee is subject to inside and outside environmental conditions.

The City of New Port Richey is an Equal Opportunity Employer. In compliance with Equal Employment Opportunity guidelines and the Americans with Disabilities Act, the City of New Port Richey provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The employee's signature below attests that the employee has read and understands this job description, believes they possess the minimum qualifications and are capable and willing of performing all essential functions.

\_\_\_\_\_  
Human Resources

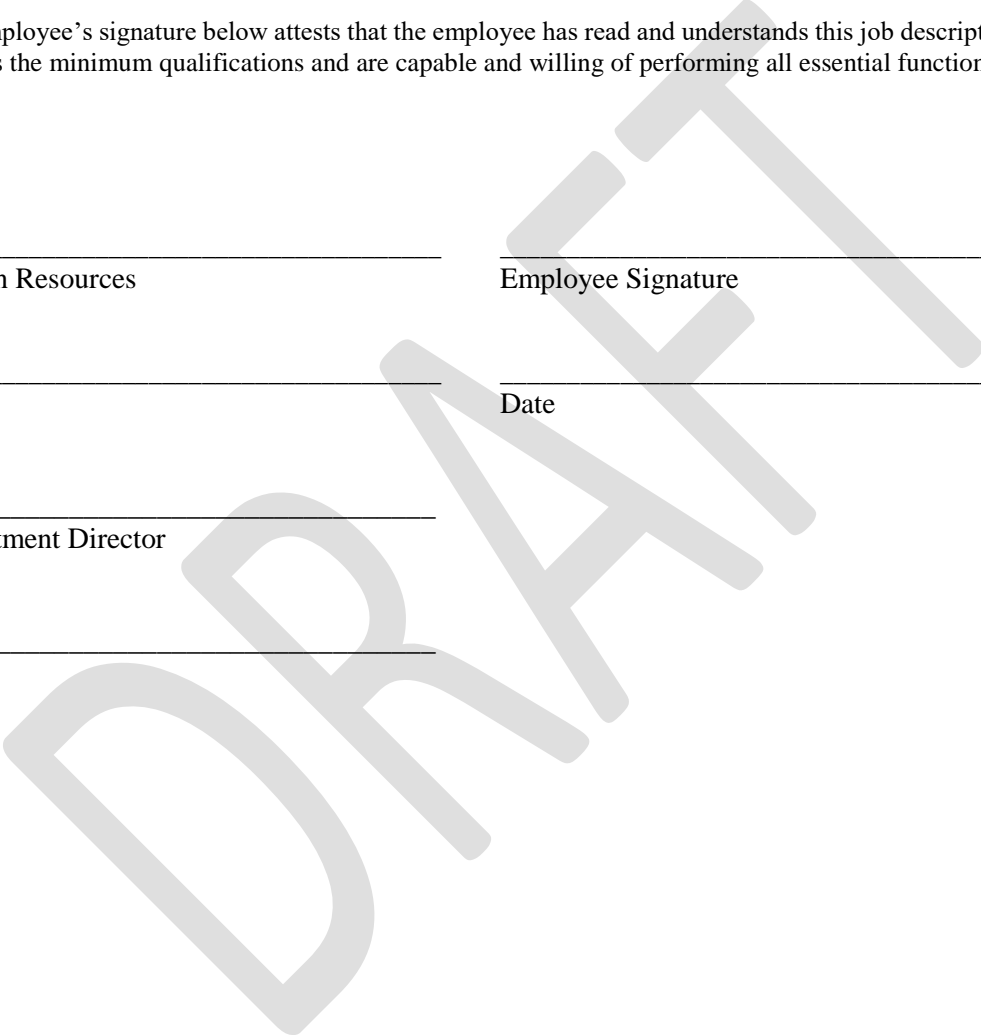
\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date





**BUDGET AMENDMENT REQUEST**

Date 2/4/2025

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

**INCREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001022 41112	General	Division Head Salaries	72,490	62,000	134,490
					-
					-
					-
					-
					-
					-
					-
					-
					-

**DECREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001022 41210	General	Regular Exempt Salaries	55,000	55,000	-
001080 41111	General	Department Head Salaries	65,630	7,000	58,630

**Explanation:** reclassification of posted position and additional funding to support the annual salary.

Requested By: Arnel Wetzel  
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: \_\_\_\_\_