



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

AGENDA

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

ORDER OF
BUSINESS

1. Call to Order – Roll Call
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of April 15, 2025 Regular Meeting Minutes Page 3
5. Proclamation - Municipal Clerks Week Page 22
6. Proclamation - Alcohol Awareness and Power Talk 21 Month Page 23
7. Proclamation - Police Week and Peace Officers Memorial Day Page 24
8. Proclamation - Public Service Recognition Week Page 25
9. Proclamation - Stormwater Stewardship Month (By Title Only) Page 26
10. Presentation on the Fair Housing Act
11. 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.

12. Consent Agenda

- a. Purchases/Payments for City Council Approval Page 27
- b. Cultural Affairs Committee Meeting Minutes - March 2025 Page 29

13. Public Reading of Ordinances

- a. Second Reading, Ordinance No. 2025-2325: Authorizing the Issuance of Non-Ad Valorem Revenue Notes Page 32
- b. First Reading, Ordinance No. 2025-2326: Property Lease Agreement w/CJBJ Ventures LLC (The Social) Page 37
- c. First Reading, Ordinance No. 2025-2327: Property Lease Agreement w/Kazu's Sushi LLC Page 45

14. Business Items

- a. Resolution No. 2025-14: Authorizing the Issuance of Tax-Exempt Non-Ad Valorem Revenue Note 2025A and Taxable Non-Ad Valorem Revenue Note 2025B and Amended and Restated Interlocal Agreement Page 53
- b. Ratification of the Initial Collective Bargaining Agreement between the City and IAFF, Local 1158 (District Chief Unit) Page 95
- c. Recommendation for Cultural Program Funding Re: "Boots on the Ground" Celebrating the Journey Page 156
- d. Request of Contractor for Off-Hour Construction Page 161
- e. Consider Continuation of Agreement w/BayCare Behavioral Health for Social Worker Services Page 167
- f. Approval of Criminal Justice Information Sharing Agreement w/Pasco County Sheriff's Office Page 181
- g. Recreation and Aquatic Center Summer Membership Sale Page 186
- h. Fire Station No. 1 Building Hardening Improvements Project – Engineering Services Page 190
- i. First Public Hearing - Small Cities Community Development Block Grant Application Page 202

15. Communications

16. Adjournment

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



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Judy Meyers, MMC, City Clerk
DATE: 5/6/2025
RE: Approval of April 15, 2025 Regular Meeting Minutes

REQUEST:

The request is for City Council to approve the minutes from the April 15, 2025 regular meeting.

DISCUSSION:

City Council met for their regularly scheduled meeting on April 15, 2025. The minutes from that meeting are attached for Council's review and approval.

RECOMMENDATION:

Staff recommends that City Council approve the minutes from the April 15, 2025 as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
▣ April 15, 2025 Regular Meeting Minutes	Backup Material



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

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

April 15, 2025

6:00 PM

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, Councilman Matt Murphy, Councilman Peter Altman and Councilman Bertell Butler, IV. Councilman Butler left the meeting at 6:42 p.m. due to a death in the family.

Also in attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Finance Director Crystal Dunn, Fire Chief Chris Fitch, Public Works Director Robert Rivera, Police Chief Bob Kochen, Library Director Andi Figart, Assistant Parks & Recreation Director Kevin Trapp, Community and Development Director Dale Hall, Technology Solutions Director Leanne Mahadeo, and Human Resources Director Arnel Wetzel.

2 Pledge of Allegiance

3 Moment of Silence

4 Approval of April 1, 2025 Regular Meeting Minutes

Motion was made to approve the minutes as presented.

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

5 Presentation of Years of Service Award to Deputy Mayor Kelly Mothershead

6 Oath of Office for Newly Elected City Council Members - Peter Altman and Brian Jonas

7 Appointment of Deputy Mayor

Councilman Altman made a motion for Councilman Butler to be appointed Deputy Mayor. Motion failed for lack of second. Councilman Butler made a motion for Matt Murphy to be appointed Deputy

Mayor. Motion was seconded by Councilman Jonas. Motion passed 5-0.

- 8 Proclamation - Monarch City Day
- 9 Proclamation - Day Of Remembrance
- 10 Proclamation - Gulf High School 2025 Graduates
- 11 Proclamation - Volunteer Recognition Day (By Title Only)
- 12 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 regarding the Schwettman Education Center:

- Beva Stevenson-Karay, 5719 Lafayette St., NPR
- Bill Stevens, 9454 Royal Palm Ave., NPR
- Donna Jensen, 5922 Wyoming Ave., NPR
- Rita King, 10926 Bounty St., NPR
- Mary Beth Isaacson, 8805 Forest Lake Dr., PR
- Susie Johnson, 7832 Castle Dr., NPR

The following people also came forward to speak:

- Carla Cash, 5751 Rio Dr., NPR spoke regarding the sidewalk plan for Rio Drive.
- Paul Black, 5844 Madison St., NPR spoke about the humanitarian crisis overseas.
- Marlowe Jones congratulated Councilmen Altman and Jonas. He also spoke regarding Schwettman.
- Amanda Murphy, spoke on behalf of Chasco, to thank the city employees who helped out with everything during this year's event.

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

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

13 Consent Agenda

Motion was made to accept the Consent Agenda.

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

- a Cultural Affairs Committee Minutes- February 2025
- b Library Advisory Board Minutes - February 2025
- c Purchases/Payments for City Council Approval
- d Budget Amendment

14 Public Reading of Ordinances

- a Second Reading, Ordinance No. 2025-2325: Authorize Issuance of Non-Ad Valorem Revenue Notes
This ordinance was deferred until the May 6, 2025 regular meeting.

- b First Reading, Ordinance No. 2025-2322: Repeal Section 6-31 of Article II of Chapter 6 of the Code of Ordinances RE: Toolsheds and Utility Buildings

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced Development Director Dale Hall who then presented the item to Council. He stated the purpose of this agenda item was to conduct a first reading of an ordinance to amend the City Code to remove the old provisions of Section 6.31 "Toolsheds and Utility Buildings." He stated in 1991, Section 12.03.00 Detached garages, storage building and greenhouse of the Land Development Code (LDC) was updated. This update set forth location and construction standards for the development of detached storage buildings. This revision also superseded Section 6.31 making it no longer necessary for the general health, safety and welfare of the citizens of the City. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its first reading.

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

15 Business Items

- a Resolution No. 2025-14: Authorize Issuance of Tax-Exempt Non-Ad Valorem Revenue Note 2025A and Taxable Non-Ad Valorem Revenue Note 2025B and Amended and Restated Interlocal Agreement

This item was deferred until the May 6, 2025 regular meeting.

- b Kentucky Derby Pub Crawl Alcohol Special Event Permit Application and Event Wet Zone Request

City Manager Manns introduced Assistant Parks & Recreation Director Kevin Trapp who then presented the item to Council. He stated that the purpose of this agenda item was to review the Alcohol Special Event Permit Application and wet zone request by the Rotary Club of West Pasco Sunset for a Kentucky Derby Pub Crawl event scheduled for Saturday, May 3, 2025 from 11AM until 7PM. This event is requesting a "wet zone" be established in the alleyway behind Infusion Brewing Company. Event activities include a walking pub crawl to local downtown businesses concluding at Infusion Brewing Company and the alleyway located behind the Brewery. The alleyway will have tables, chairs, 10x10 tents, small stage for entertainment, and a variety of derby themed activities. The wet zone would span only in the alleyway noted on the site map. The wet zone hours would be 11:00am to 7:00pm. The Gloria Swanson Public Parking Lot would not be impacted or included in the wet zone. Barricades will be placed to prevent vehicles from entering the event area. 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 Brian Jonas. The Motion Passed. 4-0. Ayes: Altman, Davis, Jonas, Murphy Absent: Butler

- c Request to Waive Permit Fees for Richard Miller, 6129 Lafayette St.

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to consider an appeal for relief from various building department permit fees for property located at 6129 Lafayette Street in the amount of \$1,109.32 related to damage sustained during Hurricane Helene. She stated the City put in place a program as a result of the devastation of Hurricanes Helene and Milton which provided for the waiver of building permit fees for property owners implementing repairs of damage caused by one of the hurricanes. The program was in operation from September 26, 2024, through January 15, 2025. She stated the City was penalized by FEMA for offering such a program. She stated the City learned that FEMA and homeowner's insurance will pay for permit fees. The City experienced a loss of revenue as a result of the fee waiver program at an amount estimated to

be \$136,416.00 in addition to FEMA penalties. She stated there have been 57 other homeowners who have paid their fees since the program ended. She stated the cost associated with the work being done at Mr. Miller's home is \$97,992.15. The permit fee associated with a scope of work in that amount is \$1,109.32.

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

- Richard Miller, 6129 Lafayette St., NPR stated he spoke with his FEMA adjuster and was told today they do not reimburse fees. Mr. Miller read from a prepared letter providing a summary of his property and insurance process.

With no one else coming forward Mayor Davis returned the floor to Council. Motion was made to reduce the permit fees by fifty percent. Motion passed 4-0. Mr. Miller then came back up to the podium to speak briefly regarding an electrical permit.

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

d Memorandum of Agreement w/IAFF, Local 1158 RE: Wage Increases for FY 2024-2025

City Manager Manns introduced Human Resources Director Arnel Wetzels who then presented the item to Council. He stated that the purpose of this agenda item was to vote affirmatively in favor of ratifying the proposed agreement reached between the City of New Port Richey and the International Association of Firefighters (IAFF), Local 1158 for a wage increase covering FY 2024-2025. The proposed agreement was reached as part of a wage re-opener in the current Collective Bargaining Agreement with the IAFF, Local 1158.

After several positive negotiation meetings with the firefighters, Staff is pleased to present to you a proposed final agreement that has been reached between the City and the IAFF regarding wages for FY 2024-2025. The following highlights the term that has been agreed upon by the Union and the City's negotiating teams. The term is as follows:

Wages:

For Fiscal Year 2024-2025, the steps reflected in Appendix A of the current Collective Bargaining Agreement shall be replaced and increased by 5.0% from Fiscal Year 2023-2024. The increase will be retroactive to October 1, 2024.

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

Motion made by Pete Altman and seconded by Brian Jonas. The Motion Passed. 4-0. Ayes: Altman, Davis, Jonas, Murphy Absent: Butler

e Consideration of Appointments to Intergovernmental Committees

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to appoint a member to serve as the City's representative on each of the following intergovernmental committees: Pasco County Metropolitan Planning Organization, Pasco County Tourist Development Council, Suncoast League of Cities, Tampa Bay Regional Planning Council and Tampa Bay Water and to appoint a member to serve as an alternate on the Pasco County Metropolitan Planning Organization.

Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion was made to appoint each of the representatives as follows:

- Pasco County Metropolitan Planning Organization representative Councilman Matt Murphy with alternate representative Councilman Bertell Butler, IV
- Pasco County Tourist Development Council representative Councilman Brian Jonas
- Suncoast League of Cities representative Councilman Bertell Butler, IV
- Tampa Bay Regional Planning Council representative Councilman Peter Altman
- Tampa Bay Water representative Mayor Chopper Davis

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

f Approval of Florida Humanities Summer Reading Grant Award Agreement

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 review and consider for approval the attached Summer Reading Grant Agreement between the City of New Port Richey Public Library and Florida Humanities and corresponding budget amendment. This grant agreement allocates funding in the amount of \$3,000.00 for the purchase of new children's books to be used in the bookmobile. The selected books are recommended from the 2025 Collaborative Summer Library Program reading list and include engaging and educational titles for youth. Popular board books, beginning readers, early literacy books, juvenile non-fiction, and chapter books will be purchased. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item and corresponding budget amendment as presented.

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

g Request to Rezone Edgewater Gardens Subdivision - MHP to R-4

City Manager Manns introduced Development Director Dale Hall who then presented the item to Council. She stated that the purpose of this agenda item was to allow for the creation and future consideration of an Ordinance to rezone the Edgewater Gardens subdivision from Mobile Home Park (MHP) to Coastal Cottages (R-4). Mr. Hall began his presentation by giving an overview of the current area. He then highlighted the existing zoning of the area. Mr. Hall then presented the definitions of a mobile home park in the City's current code. He then highlighted the future land use which is MDR-14 and would remain the same with this request. He also highlighted the special flood hazard area. He then highlighted the present concerns which included parcels that did not meet definition of MHP, existing lot sizes and flood issues. Mr. Hall then spoke regarding R-4 Coastal Cottage zoning. Mr. Hall then highlighted the development numbers since Hurricanes Helene and Milton. Mr. Hall then presented a comparison of the different standards. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to authorize City Manager to engage staff in preparation of rezoning modification as requested.

Motion made by Pete Altman and seconded by Brian Jonas. The Motion Passed. 4-0. Ayes: Altman, Davis, Jonas, Murphy Absent: Butler

h Memorandum of Understanding w/Tampa Bay Multi-Agency Gang Task Force

City Manager Manns introduced Police Chief Robert Kochen who then presented the item to Council. He stated that the purpose of this agenda item was to authorize the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Tampa Bay Multi-Agency Gang Task Force (MAGTF.) He stated currently forty-one law enforcement agencies, including the New Port Richey Police Department, are members of MAGTF. This task force allows police agencies across the Tampa Bay Area, and beyond, to share intelligence, train officers, and conduct multi-agency operations related to illegal gang activity. The MAGTF MOU outlines how forfeiture proceeds from illegal activity are distributed among the participating law enforcement agencies. This MOU will be in effect until May 30, 2030, unless terminated prior thereto by the participating agencies. 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 Brian Jonas and seconded by Matt Murphy. The Motion Passed. 4-0. Ayes: Altman, Davis, Jonas, Murphy Absent: Butler

16 Communications

Councilman Altman stated he attended the 50th anniversary of the Energy Management Center. There was attendance from TBRPC and other entities. He stated he spoke with Commissioners Yeager and Mariano. He stated it was a fantastic event. He stated perhaps aquaculture could come and be a part of Tasty Tuesdays. He spoke about ARPA funding projects in 2021 and State Statutes about what you can and cannot do. He briefly spoke about the recent CRA amendment currently in the Florida Legislature. He spoke about acquired properties and putting together a request for proposals. He spoke about the upcoming work session with the School Board. He stated we have to get this project underway. Councilman Altman spoke about the US Highway 19 project including public/private partnerships. He stated he wants to have a public conversation with the rest of his colleagues. Deputy Mayor Murphy thanked the SOS group for coming to each of the meetings. He thanked the Chasco committee and all of the volunteers. He spoke briefly about the Highway Safety Measures from the MPO. Councilman Jonas stated he is looking forward to working with everyone to make decisions. He also thanked the SOS group. Mayor Davis thanked the SOS group as well. He stated Chasco was a great event. City Manager Manns thanked Kelly Mothershead for her service to the community. She also congratulated Councilmen Altman and Jonas. She then gave a brief summary of the School Board meeting that took place regarding Schwettman. Mayor Davis stated a work session would be a good idea.

17 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:01 p.m.

(signed) _____
Judy Meyers, MMC, City Clerk

Approved: _____ (date)

Initialed: _____

Richard Miller

6129 Lafayette Street

N.P. Richey

85 year old male, widower
home purchased in 1992.

Have secured home with
continuous flood insurance
since home was purchased!

Hurricane Helene hit the area, September 26, 2024.

Neighbor called and reported the house had 4 feet of water inside.

I immediately notified FEMA and filed a claim!

I called a friend to come to Ohio and drive me to Florida.

We were notified Joe Bird was assigned as the adjuster.

Meeting was set for October 4th 2024.

Meeting was 10-4 and viewing the damages was difficult due to extensive damage and water.

Doors were broken, furniture upside ~~and~~ down and appliances floating inside. Entry to garage impossible due to broken door.

The adjuster decided he wouldn't enter due to the doors inside smokeless & broken, mold was just solid coverage on each & everything inside the home. floors were wood and had popped up and dangerous to walk on! Adjuster felt it safer to stay outside and not cause any injury to anyone!

Attached E-mails will show and explain each & everything we had to do to even get response from our Adjuster! Communication had been lost!

Out of frustration I contacted Mr. Birds Employer, which was Turner Group Adjuster. I was referred to the senior field supervisor Jan Carones. He immediately came to my residence to assemble necessary temporary. As text messages show was lost contact with

Jim Little did we know at the time he was in hospital (!)

I finally contacted Clenden Webb Insurance Company. They became very helpful with my insurance check.

Once check received I contacted my contractor and entered into a contract!

Due to my delays I was unable to be signed in for immediate restoration and had to be shoved to end of line.

Please note date on text message from Jim Cavazos April 25 from December. No contact with him for 4 months!

< CAVAZOS JAMES ▾ ⋮

Hey Jim. Rich Miller here. Just wondering how my claim is proceeding. Please let me know. Thanks

11:21 AM

Monday, April 7

Rich I just saw your text. I'm sorry I didn't get back to you sooner. On December I passed out on was in the hospital for 2 weeks and didn't know anything then. I was then in rehab for 6 weeks. Again I'm sorry for not getting back to you.

18th

5:43 PM

00:02

Subject: **UNRECOVERABLE EXPENSES**
Date: 4/15/2025 1:26:10 PM Eastern Daylight Time
From: dalpen@aol.com
To: RICHARDMILLER@aol.com

1.	POOL PUMP	\$1156,89
2,	RESTORATION OF POWER	\$350.00
3	POWER WASHER	\$806.00
4	LAUNDRY	\$343.66
5	STORAGE UNIT	\$100 PER MONTH \$600. TO DATE
6	POOL HEATER	\$4800.00
7	POOL CLEANING/REFILL	\$4,000.00
8.	PATIO FURNITURE	\$1500.00
9.	PICTURES, PILLOWS, MISC.	\$PRICELESS
TOTAL		\$13,556.55

RE:

From: Joe Bird Joe.Bird@fgclaims.com
To: Rich Miller richmiller10@msn.com
Sent: Saturday, November 30, 2024, 3:21 PM

Mr. Miller,

I'm sorry, but this still isn't sufficient. Is there anyone who could come over and help you attach the spreadsheet to an email? It would only take 2-3 minutes of someone's time.

Thank you,

Joe Bird
Adjuster



(281)250-2732 Phone
(866)265-4661 Fax

Flood Handbook copy and paste the link below:
<https://agents.floodsmart.gov/sites/default/files/fema-claims-handbook-04-2022.pdf>

ICC Brochure copy and paste the link below:
https://www.fema.gov/sites/default/files/2020-05/Increased_Cost_Compliance.pdf

Standard Flood Policy-Dwelling Form copy and paste the link below:
https://www.fema.gov/sites/default/files/2020-05/F-122_Dwelling_SFIP_102015.pdf

From: Rich Miller <richmiller10@msn.com>
Sent: Friday, November 29, 2024 2:36 PM
To: Joe Bird <Joe.Bird@fgclaims.com>
Subject:

Miller Flood Claim

From: Joe Bird Joe.Bird@fgclaims.com

To: RICHMILLER10@MSN.COM

richmiller10@msn.com

Sent: Saturday, December 28, 2024, 4:31 PM

Mr. Miller,

Your claim was submitted weeks ago when I sent you the email with a copy of it. I cannot process a supplement until you receive the original claim settlement checks. In addition, to process this supplement request, I need photos of the omitted items.

Thank you,

Joe Bird

Adjuster



[\(281\)250-2732](tel:(281)250-2732) Phone

[\(966\)265-4661](tel:(966)265-4661) Fax

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paste the link below:

https://www.fema.gov/sites/default/files/2020-05/F-122_Dwelling_SFIP_102015.pdf

From: Rich Miller <richmiller10@msn.com>

Sent: Sunday, December 1, 2024 6:38 AM

To: Joe Bird <Joe.Bird@fgclaims.com>

Subject: Re:

Sorry Joe. No help available! I'm 84 and widowed without a house staying with a friend. I'm going to call Fema today or tomorrow and try to get someone to help walk me through this process. I'm beginning to feel like this is elderly abuse and it's affecting my health! Any suggestions you might have would be greatly appreciated.

Sent from my Verizon, Samsung Galaxy
smartphone
Get [Outlook for Android](#)

From: Joe Bird <Joe.Bird@fgclaims.com>

Sent: Saturday, November 30, 2024 3:19:56 PM

To: Rich Miller <richmiller10@msn.com>

Subject: RE:

Mr. Miller,

I'm sorry, but this still isn't sufficient. Is there anyone who could come over and help you attach the spreadsheet to an email? It would only take 2-3 minutes of someone's time.

Thank you,

Joe Bird
Adjuster



Fw:

From: Rich Miller richmiller10@msn.com
To: Penny/Dale Siebert dalpen@aol.com
Sent: Monday, December 2, 2024, 8:03 PM

Sent from my Verizon, Samsung Galaxy
smartphone
Get [Outlook for Android](#)

From: Joe Bird <Joe.Bird@fgclaims.com>
Sent: Monday, December 2, 2024 3:37:44 PM
To: Rich Miller <richmiller10@msn.com>
Subject: RE:

You just went to Penny's daughter's house for
thanksgiving dinner. She can't come over and help
you with it? If not, get it pulled up on the screen one
more time and I can walk you through it. It is on your
computer. All you have to do is find it.

Thank you,

Joe Bird
Adjuster



(281)250-2732 Phone

(866)265-4661 Fax

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<https://agents.floodsmart.gov/sites/default/files/fema-claims-handbook-04-2022.pdf>

ICC Brochure copy and paste the link below:

https://www.fema.gov/sites/default/files/2020-05/Increased_Cost_Compliance.pdf

Fw: contents spreadsheet

From: Rich Miller richmiller10@msn.com
To: dalpen@aol.com dalpen@aol.com
Sent: Tuesday, November 5, 2024, 4:39 PM

Sent from my Verizon, Samsung Galaxy
smartphone
Get [Outlook for Android](#)

From: Rich Miller <richmiller10@msn.com>
Sent: Tuesday, November 5, 2024 3:39:51 PM
To: Penny/Dale Siebert <dalpen@aol.com>
Subject: Fw: contents spreadsheet

Sent from my Verizon, Samsung Galaxy
smartphone
Get [Outlook for Android](#)

From: Joe Bird <Joe.Bird@fgclaims.com>
Sent: Monday, November 4, 2024 9:43:35 AM
To: RICHMILLER10@MSN.COM
<RICHMILLER10@MSN.COM>
Subject: contents spreadsheet

I've sent this a few times now. Please confirm receipt.

Thank you,

Joe Bird
Adjuster



(281)250-2732 Phone

(866)265-4661 Fax

Miller Flood Claim

From: Joe Bird Joe.Bird@fgclaims.com

To: RICHMILLER10@MSN.COM

richmiller10@msn.com

Sent: Saturday, December 28, 2024, 4:31 PM

Mr. Miller,

Your claim was submitted weeks ago when I sent you the email with a copy of it. I cannot process a supplement until you receive the original claim settlement checks. In addition, to process this supplement request, I need photos of the omitted items.

Thank you,

Joe Bird

Adjuster



[\(281\)250-2732](tel:(281)250-2732) Phone

[\(866\)265-4661](tel:(866)265-4661) Fax

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Office of the Mayor

City Of New Port Richey

Proclamation

WHEREAS, the Office of the Municipal Clerk is a time honored and vital part of local government that exists throughout the world and is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and other governmental agencies; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, county and international professional organizations; and

WHEREAS, Municipal Clerks Week is sponsored each year by the International Institute of Municipal Clerks; a professional association of city, town and county clerks throughout the United States, Canada and 15 other countries; and

WHEREAS, the City of New Port Richey deems it appropriate to recognize the accomplishments of the Office of the Municipal Clerk;

NOW, THEREFORE, I, Chopper Davis, Mayor of the City of New Port Richey, do hereby proclaim the week of May 4-10, 2025 as

Municipal Clerks Week

in the City of New Port Richey and extends appreciation to our Municipal Clerk and to all the Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.



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

ATTEST: _____

DATE: _____



Office of the Mayor
City Of New Port Richey

Proclamation

WHEREAS, the City of New Port Richey recognizes the importance of parents talking with their teens about alcohol and drugs in order to reduce the risks and dangers posed to teens and communities; and

WHEREAS, high school students who use alcohol or other substances are five times more likely to drop out of school or believe good grades are not important; and

WHEREAS, 21.1% of Pasco County high school and 5.3% of Pasco County middle school students report past 30-day alcohol use. High school 30-day use is higher than the state average of 15.5%. 3.4% of high school students reported drinking before and during school; and

WHEREAS, underage drinking contributes to more than 4,300 deaths among people below the age of 21 in the United States each year; and

WHEREAS, PowerTalk 21[®] was created by Mothers Against Drunk Driving (MADD) in 2011 as a day to encourage parents and caregivers to embrace their important role in influencing America's youth and their decisions about drinking alcohol; and

WHEREAS, during the month of April, MADD and Pasco ASAP encourage parents to use PowerTalk21[®], as a part of the Power of Parents[®] program to create a sustained and prolonged conversation about underage drinking and other drugs among middle school and high school students.

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

Alcohol Awareness and PowerTalk 21[®] Month

in the City New Port Richey and urge all citizens to join in the local and national efforts to raise awareness of the importance of parents and teens talking together about alcohol to reduce the risks and dangers posed to teens and our community.



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

ATTEST: _____

DATE: _____



Office of the Mayor
City Of New Port Richey

Proclamation

WHEREAS, Police Officers of the New Port Richey Police Department stand watch over our citizens, selflessly risking their lives to protect individuals, families, neighborhoods, and properties against crimes; and

WHEREAS, May 15, 2025 is observed nationally as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty; and

WHEREAS, across the Nation, Police Week, the calendar week in which may 15th falls is observed with ceremonies to honor law enforcement officers who have sacrificed their lives in the line of duty and to honor those who still strive to keep us safe; and

WHEREAS, it is important that we acknowledge and honor the heroism of all our law enforcement officers, and I encourage all citizens to express their deep appreciation to the men and women who risk their lives to guard and protect us.

NOW, THEREFORE, I, Chopper Davis, Mayor of the City of New Port Richey, do hereby designate the week of May 11 – 17, 2025 as

Police Week

And May 15, 2025 as

Peace Officers Memorial Day

I urge all citizens to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities and their invaluable contribution in upholding justice, enforcing the rule of law, and protecting the innocent.



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

ATTEST: _____

DATE: _____



Office of the Mayor
City Of New Port Richey

Proclamation

WHEREAS, Public Service Recognition Week is celebrated the first week of May since 1985 (beginning on the first Sunday of the month) to honor the people who serve our nation as federal, state, county, local and tribal government employees: and

WHEREAS, Public servants work hard to deliver for our families, communities, and country. Their work matters to people's everyday lives. They keep neighborhoods safe and serve their fellow citizens, they are of vital importance to sustainable and resilient communities; and

WHEREAS, they are the lifeblood of our democracy, a calling to serve, acting as brave first responders, executive and administrative staff members, field service workers, and all other public service careers who serve The City of New Port Richey proudly; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of New Port Richey to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public servants and their contributions in their respective communities; and

NOW, THEREFORE, I, Chopper Davis, Mayor of the City of New Port Richey, do hereby designate the week of May 4 –10, 2025 as

Public Service Recognition Week

and urge all citizens to join us in reflecting on the invaluable contributions of public servants who dedicate their time and expertise to bettering our communities, nation, and world. These heroes serve with compassion, integrity, and commitment, strengthening the foundation of our society. Let us honor and celebrate their selfless efforts.



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

ATTEST: _____

DATE: _____



Office of the Mayor
City Of New Port Richey

Proclamation

WHEREAS, stormwater is rainwater that falls on hard surfaces and does not soak into the ground creating runoff. This runoff picks up pollution from vehicles, chemicals, construction sites, trash, and pet waste as it moves over roads, sidewalks, parking lots, roofs, and lawns; and

WHEREAS, this runoff flows into storm drains, mostly untreated, into our lakes, rivers, streams, and the Tampa Bay; and

WHEREAS, it is the responsibility of residents to ensure their actions eliminate possible sources of pollution and keep our waterbodies healthy for environmental and human benefit; and

WHEREAS, Stormwater Stewardship Month is an opportunity for local governments, businesses, and environmental groups to emphasize the importance of preventing stormwater pollution in our waterways.

NOW, THEREFORE, be it resolved that I, Chopper Davis, Mayor of the City of New Port Richey do hereby proclaim the month of May,

*Stormwater
Stewardship Month*



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

ATTEST: _____

DATE: _____



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Crystal M. Dunn, Finance Director
DATE: 5/6/2025
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

Augustine Construction Inc. Grand Blvd. Multi-Use Pathway	\$394,440.57
QRC, Inc. Little Rd. Water System Interconnect Modification	\$187,823.02
Hennessy Construction Services NPR New Fleet Maintenance & Warehouse Facility	\$160,595.72
AMSCO Repairs to Rec. Center HVAC Chillers	\$52,738.00

RECURRING EXPENDITURES OVER \$25,000

Tamp Bay Water City of NPR March Usage	\$140,938.67
Enterprise Lease for City Vehicles	\$86,887.90
Waste Pro of Florida Solid Waste Collection Fee – March 2025	\$28,538.93
Appalachian Material Services, Inc. Disposal of Bio-Solids	\$64,564.47
Bryant Miller Olive Legal Services	\$40,000.00



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: 5/6/2025
RE: Cultural Affairs Committee Meeting Minutes - March 2025

REQUEST:

The request before City Council is to review and approve the minutes from the March 19, 2025, Cultural Affairs Committee Meeting.

DISCUSSION:

The Cultural Affairs Committee makes recommendations and advises the City Council regarding financial sponsorship and the creation of activities promoting City residents' cultural education and appreciation.

For your consideration, please find the March 19, 2025, meeting minutes, which were approved at the April 16, 2025, meeting.

The Cultural Affairs Committee holds monthly meetings at the New Port Richey Public Library, and the public is invited to attend.

RECOMMENDATION:

The recommendation before City Council is to accept the March 19, 2025, meeting minutes.

BUDGET/FISCAL IMPACT:

none

ATTACHMENTS:

	Description	Type
▣	Cultural Affairs Committee Meeting Minutes_March 19, 2025	Backup Material

NEW PORT RICHEY CULTURAL AFFAIRS COMMITTEE MEETING

March 19, 2025 - 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.

- I. **WELCOME and ROLL CALL** - Members present - Beth Fregger, Kim Brust, Vincent Gaddy, Dave Folds, Kelly Smallwood, Courtney King-Merrill, Suzy Saxe, Rich Melton, City liaison - Andi Figart, Joyce Haasnoot. Guests: City Clerk Judy Meyers, and potential new members Daisy Thomas and Jennifer Helton
- II. **REVIEW and APPROVAL OF MINUTES** from February 19, 2025 - minutes were approved. Motion to approve -Courtney Merrill. Seconded - Susie Saxe
- III. **VOX POP** - none
- IV. **NEW BUSINESS**
 - A. City Clerk Judy Meyers reviewed the Sunshine State Laws and Requirements for compliance with state statute.
 - B. Updated Fiscal Year 2025 meeting dates were reviewed.
 - C. Courtney Merrill suggested hosting a lantern parade with a nature theme and possibly working with a non-profit, such as the MAPS museum or the Salt Springs Alliance, that is affiliated with the outdoors and nature. The idea was tabled until next month.
 - D. There was a discussion of potential cultural arts projects. - Kim Brust suggested the Main Street Design committee could assist with projects, and the Cultural Affairs Committee could fund them. Some ideas that were discussed to sponsor:
 - a. Building Murals
 - b. Crosswalk Murals

c. Juneteenth event at Richey Suncoast Theater

- i. Shaun Brown Band could possibly perform for \$1,500, covering music and sound; his affiliated 501(c)(3) organization is also interested in participating.
- ii. Susie confirmed that if the C.A.C. would like to host a Juneteenth event, the theatre is available on Wednesday, June 18th, and Thursday, June 19th, in the evening for an event.

IV. CONTINUING BUSINESS

- A. Budget Updates – Current C.A.C. Available Budget FY25 - \$8,750
- B. Public Art Fund currently has a balance of \$148,000

V. ANNOUNCEMENTS/OTHER

VII. NEXT MEETING: April 16, 2025, at 6:30 pm

VIII. ADJOURNMENT Meeting was adjourned at 7:35 p.m.

Susie Saxe made the motion, seconded by Courtney Merrill

Respectfully submitted,

Beth Fregger



NEW PORT RICHEY

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TO: City of New Port Richey City Council

FROM: Crystal M. Dunn, Finance Director

DATE: 5/6/2025

RE: Second Reading, Ordinance No. 2025-2325: Authorizing the Issuance of Non-Ad Valorem Revenue Notes

REQUEST:

The City Council is asked to conduct a second reading of Ordinance No. 2025-2325, which would authorize the issuance of the Non-Ad Valorem Revenue Notes in one or more series, not to exceed \$9,000,000 to finance the costs of various capital improvements and the acquisition of real property, and paying the costs related to the issuance of the debt.

DISCUSSION:

Consistent with the strategy laid out in the City's FY24-25 CRA Budget and present at the April 1, 2025 City Council meeting, action has been taken to move forward with the financing of the design and construction related to Phase 1 of the redevelopment of Railroad Square with the issuance of Tax-Exempt Non-Ad Valorem Revenue Note, Series 2025A, in an amount not to exceed \$3,350,000, and the issuance of Taxable Non-Ad Valorem Revenue Note, Series 2025B, in an amount not to exceed \$5,650,000 to finance the acquisition of real property located at 7631 US Hwy 19, New Port Richey.

The Tax-Exempt Revenue Note will be financed at an interest rate of 3.745%, and the Taxable Revenue Note will be financed at an interest rate of 4.760%, with payments to begin on October 1, 2025 and a maturity date of October 1, 2029. The CRA would be responsible for repaying Revenue Notes.

Bryan Miller Olive, the City's Bond Counsel, has drafted the Ordinance before you, which authorizes the issuance of Tax-Exempt Non-Ad Valorem Revenue Note 2025A and Taxable Non-Ad Valorem Revenue Note 2025B.

Representatives from Ford & Associates, Inc., City's Financial Advisors, and Bryant Miller Olive, City's Bond Counsel, are available for questions.

RECOMMENDATION:

It is recommended that the City Council conduct a second reading of and approve Ordinance No. 2025-2325, which would authorize the issuance of Non-Ad Valorem Revenue Notes in one or more series, not to exceed \$9,000,000.

BUDGET/FISCAL IMPACT:

Any costs pertaining to this transaction will be paid from the proceeds of the Revenue Notes. A budget amendment will be prepared once proceeds are received. Future debt service payments will be budgeted for, accordingly.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2025-2325: Authorizing the Issuance of Non-Ad Valorem Revenue Notes	Ordinance

ORDINANCE NO. 2025-2325

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, AUTHORIZING THE ISSUANCE OF NON-AD VALOREM REVENUE NOTES IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,000,000 TO FINANCE THE COSTS OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF REAL PROPERTY, AND PAYING COSTS RELATED THERETO; PROVIDING THAT THE NOTES SHALL BE LIMITED OBLIGATIONS OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNERS OF THE NOTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF NEW PORT RICHEY, FLORIDA HEREBY ORDAINS:

Section 1: *Authority for this Ordinance.* This Ordinance is enacted pursuant to the Constitution of the State of Florida (the "State"), Chapter 166, Florida Statutes, Chapter 163, Part III, Florida Statutes, the municipal charter of the City of New Port Richey, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act").

Section 2: *Definitions.* The following words and phrases shall have the following meanings when used herein:

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

"Ad Valorem Revenues" shall mean all revenues of the Issuer derived from the levy and collection of ad valorem taxes that are allocated to and accounted for in the General Fund.

"City Council" shall mean the City Council of the Issuer.

"Issuer" shall mean the City of New Port Richey, Florida, a municipal corporation of the State of Florida.

"Non-Ad Valorem Revenues" shall mean all revenues of the Issuer other than Ad Valorem Revenues, and which are lawfully available to be used to pay debt service on the Notes.

"Notes" shall mean the City of New Port Richey, Florida, Non-Ad Valorem Revenue Notes issued by the Issuer in one or more series pursuant to this Ordinance and the Resolution.

"*Pledged Revenues*" shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided in the Resolution.

"*Resolution*" shall mean the resolution of the City Council, to be subsequently adopted on even date herewith, determining details with respect to the Notes, as the same may from time to time be amended and/or supplemented.

"*Project*" shall mean the costs of various capital improvements and the acquisition of real property.

"*State*" shall mean the State of Florida.

Section 3: Findings.

(A) For the benefit of its inhabitants, the Issuer finds, determines and declares that it is necessary for the continued preservation of the welfare, convenience and safety of the Issuer and its inhabitants to finance the costs of the Project. Issuance of the Notes to finance the costs of the Project satisfies a paramount public purpose.

(B) Debt service on the Notes will be secured by the Issuer's covenant to budget and appropriate Non-Ad Valorem Revenues in the manner and to the extent described in the Resolution, and by a pledge of the Pledged Revenues as provided herein.

(C) Debt service on the Notes and all other payments hereunder and under the Resolution shall be payable solely from moneys deposited in the manner and to the extent provided herein and therein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Notes or to make any other payments to be made hereunder or thereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Notes shall not constitute a lien on any property owned by or situated within the limits of the Issuer.

(D) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on Notes and all other payment obligations hereunder and under the Resolution.

Section 4: Issuance of Notes. Obligations of the Issuer to be designated as the "City of New Port Richey, Non-Ad Valorem Revenue Notes" in one or more series, in the aggregate principal amount of not to exceed \$9,000,000, are hereby authorized to be issued. The Notes shall be issued for the purposes of (a) financing the costs of the Project, and (b) paying costs and expenses of issuing the Notes. The principal of, redemption premium, if any, and interest on

the Notes shall be payable from the Pledged Revenues to the extent provided herein and in the Resolution.

The Notes shall be dated such date or dates, shall bear interest at such rate or rates, not exceeding the maximum interest rate permitted by applicable law, shall mature on such dates not later than October 1, 2031 and in such amounts, may be subject to optional, extraordinary optional and/or mandatory redemption before maturity, at such price or prices and under such terms and conditions, all as may be determined pursuant to or in accordance with the Resolution. The City Council shall determine the form of the Notes, the manner of executing such Notes, the denomination or denominations of such Notes, the place or places and dates of payment of the principal and interest, and such other terms and provisions of the Notes as it deems appropriate, as shall be determined pursuant to the Resolution. The Notes may be issued as fixed rate notes, variable rate notes, serial notes, term notes or any combination thereof, as shall be determined pursuant to the Resolution.

The Notes shall be secured in the manner provided herein and by the Resolution which shall include, but without limitation, provisions as to the rights and remedies of the Noteholders and such other matters as are customarily in such an instrument.

Section 5: *Payment of Principal and Interest; Limited Obligations; Covenant to Budget and Appropriate.* The Issuer promises that it will promptly pay the principal of and interest on the Notes at the place, on the dates and in the manner provided in this Ordinance and the Resolution according to the true intent and meaning hereof and thereof. The Notes shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of Article VII, Section 12 of the Constitution of the State, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof and of the Resolution. No holder of the Notes issued hereunder and under the Resolution shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the Notes or be entitled to payment of the Notes from any funds of the Issuer except from the Pledged Revenues as described herein and in the Resolution.

Subject to the limitations set forth in the Resolution, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into a debt service fund to be created in the Resolution, amounts sufficient to pay principal of and interest on the Notes and all other payments due hereunder and under the Resolution not being paid from other amounts as the same shall become due, all in the manner and to the extent set forth in the Resolution.

Section 6: *Severability.* If any provision of this Ordinance shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative, or unenforceable to any extent whatever.

Section 7: Effective Date. This Ordinance shall take effect immediately upon its passage and adoption by the City Council.

The above Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 1st day of April, 2025.

The above Ordinance was read and enacted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 6th day of May, 2025.

CITY OF NEW PORT RICHEY, FLORIDA

(SEAL)

By:_____

Name: Alfred C. Davis

Title: Mayor-Council Member

ATTEST:

By:_____

Name: Judy Meyers, MMC

Title: City Clerk

APPROVED AS TO LEGAL FORM AND
CONTENT:

By:_____

Name: Timothy P. Driscoll

Title: City Attorney



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Robert M. Rivera, Public Works Director

DATE: 5/6/2025

RE: First Reading, Ordinance No. 2025-2326: Property Lease Agreement w/CJB Ventures LLC (The Social)

REQUEST:

The request of staff for City Council is to conduct the first reading and approval of Ordinance No. 2025-2326 allowing the authorization for execution of the lease agreement between the City of New Port Richey and CJB Ventures, LLC (The Social) attached as Exhibit "A".

DISCUSSION:

As City Council is aware, the Thomas Meighan Parking Lot underwent a major transformation due to the Nebraska Ave. Parking Lot Improvements Project. Part of the Nebraska Ave. Parking Lot Improvements Project included the addition of a twenty-eight (28') foot by ten (10') foot concrete pad, fencing around the pad, and an apron leading up to the pad for the purposes of housing trash dumpsters for adjacent restaurants and businesses.

The intent of this Ordinance is a renewal of the existing lease for CJB Ventures, LLC (who operates The Social) for use of a portion of the dumpster pad. The Social would continue to be responsible for making sure their dedicated dumpster area is kept clean and would continue to be responsible for a monthly leasing fee to the city for use of the new dumpster pad.

RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 2025-2326.

BUDGET/FISCAL IMPACT:

CJB Ventures, LLC will pay the City \$31.20 per month for the use of the City owned property. This cost is based on the property's square footage and is based off of the past lease agreements the City has with The Social.

ATTACHMENTS:

Description	Type
Ordinance No. 2025-2326: Property Lease Agreement w/CJB Ventures LLC (The Social)	Ordinance

ORDINANCE NO. 2025-2326

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY,
FLORIDA AUTHORIZING THE LEASE OF A PORTION
OF A CERTAIN PROPERTY OWNED BY THE CITY AND
LOCATED ON THE SOUTHSIDE OF NEBRASKA
AVENUE WEST OF GRAND BOULEVARD; PROVIDING
AUTHORIZATION FOR EXECUTION OF THE LEASE
AGREEMENT; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City is the owner of that certain real property located on the south side of Nebraska Avenue approximately 270 feet west of Grand Boulevard legally described as:

Parcel ID 05-26-16-0030-10100-0051:

NPR MB 4 Page 49, North 50 feet of Lot 5, 6, 7, 8, 9, 10, 11, 12, Public Records of Pasco County, Florida. (the "Property"); and

WHEREAS, CJB Ventures LLC, a Florida limited liability company with its principal address at 5650 Main Street, New Port Richey, FL 34652-2634 operates The Social restaurant and desires to lease the Property for use only as placement of a dumpster for collection of refuse from its adjacent restaurant business operated at The Social on the terms and conditions in this Lease; and

WHEREAS, the City desires to grant The Social such lease on the terms and conditions provided in the lease agreement; and

WHEREAS, Section 2.12 of the City Charter requires that the lease of City land be authorized by ordinance of the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW PORTY RICHEY, FLORIDA, IN SESSION DULY ASSEMBLED:

Section 1. A portion of the Property is hereby authorized to be leased to The Social under the terms and conditions of that certain Lease Agreement attached to this Ordinance as Exhibit "A", the provisions of which are incorporated herein by reference as if set forth fully herein, and the City Manager is authorized to execute the Lease Agreement on behalf of the City.

Section 2. The provisions of this Ordinance shall take effect upon its final passage and adoption and final execution of the Lease Agreement by both parties.

The above and foregoing Ordinance was read and approved upon first reading at a 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 upon second reading at a 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:

Timothy P. Driscoll, City Attorney

Exhibit "A"
of Ordinance #2025-2326
LEASE

**BETWEEN THE CITY OF NEW PORT RICHEY, FLORIDA
AND
CJBJ VENTURES, LLC**

THIS LEASE AGREEMENT made and entered into on this ____ day of _____, 2025 (hereinafter "Effective Date") by and between the CITY OF NEW PORT RICHEY, FLORIDA, a municipal corporation (hereinafter called "Lessor") and CJBJ Ventures, LLC (hereinafter called Lessee"), and the parties hereto agree to the following terms and conditions, concerning the property described herein:

1. PROPERTY DESCRIPTION

The Lessor does by these presents, lease and let to the Lessee the following described property (hereinafter "Property"), the same being situated and located at 5645 Nebraska Avenue, in the City of New Port Richey, County of Pasco, State of Florida:

An area of the above property ten (10) feet by eight (8) feet
Extending from the fence to the line of the curb on said property
As shown on the drawing on Exhibit "1".

2. LEASE TERM, RENT

The term of this Lease is for a period of three (3) years, commencing on the Effective Date. This Lease may be renewed for an additional one (1) year period, upon thirty (30) days' notice provided by Lessee to Lessor, and if so renewed, may be renewed for an additional one (1) year thereafter, upon (30) days' notice provided by Lessee to Lessor. Rent is due monthly on the first day of each month in the amount of \$31.20 per month plus applicable sales tax, and shall not be prorated for any partial month.

3. EXPENSES

Lessee shall pay all real estate taxes, license or permit fees, and any other fee, cost or tax, including sales tax, if any, imposed by any governmental entity, division or agency of the United States of America, the State of Florida, Pasco County or Lessor, concerning the leased premises.

4. USE, ASSIGNMENT, SUBLETTING

Lessee shall use the subject premises only for the placement of a dumpster for collection of refuse from its adjacent restaurant business operated as The Social. Lessee may make no other use of the premises without the written consent of Lessor. Lessee shall not assign its rights or responsibilities under this Lease, nor sublet or allow another to use the subject property, without the written consent of the Lessor.

5. IMPROVEMENTS

Lessee shall make no improvements or alterations to the subject property without the written consent of Lessor. Any and all improvements must be made in accordance with all applicable laws and ordinances, including those related to site plan review and building permits. Lessee shall pay the costs for site plan review, licenses or permit fees, as applicable. Upon the expiration of the lease term or termination of this Lease, Lessor shall be entitled to ownership and possession of the premises,

together with any improvements or additions thereto, whether pre-existing this Lease or added during the term hereof. Notwithstanding any prior agreements between the parties, upon termination of this Lease, Lessee shall surrender the premises in good condition and hereby waives any right, title or interest in the premises or any improvement constructed thereon, whether constructed prior to or during the term of this Lease; and Lessee hereby releases Lessor from any and all claim for the value of any improvements constructed on the premises by Lessee or for Lessee's benefit, except as provided herein. Lessee shall not allow any lien of any kind to be placed against the premises, and Lessor's issuance of building permits or approval of plans shall not constitute an acceptance of any contractor or laborer regarding such improvements.

6. MAINTENANCE, CONDITION OF PREMISES

Lessee accepts the leased premises as is, and is satisfied with the condition of the premises. Lessee shall keep the leased area clean at all times, at its expense. All refuse shall be completely enclosed within the dumpster on the Property and shall not be placed outside the same at any time. Lessee shall ensure that the premises, and Lessee's use thereof, is at all times in compliance with all applicable laws, ordinances, rules and regulations, including building, health and fire codes, and environmental regulations. Lessee shall observe all sanitation and other laws, ordinances, rules or regulations of the State of Florida, the United States, Pasco County and the City of New Port Richey, Florida, concerning the operation and use of the subject property.

7. QUIET ENJOYMENT

Lessor makes no covenant of quiet enjoyment for the subject property, and Lessor shall be under no obligation to Lessee to institute or defend any proceeding regarding Lessee's right to possession or quiet enjoyment of the leased premises. Lessor shall not be responsible for rebuilding or repairing the leased premises in the event of partial or total destruction thereof, from any cause. Lessee shall provide access to the leased premises to Lessor at any time.

8. INSURANCE

Lessee shall maintain general liability insurance on the premises with limits of not less than TWO HUNDRED THOUSAND and 00/100 DOLLARS (\$200,000) per person and THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000) per occurrence, with a deductible no greater than \$1,000.00. On each of the aforesaid insurance policies, Lessor shall be designated as additional insured, and Lessee shall provide Lessor with proof of insurance satisfactory to Lessor. Lessee's insurance shall be primary over any insurance held by Lessor. No insurance policy shall be cancelable without the written consent of Lessor.

9. TERMINATION

Either party may terminate this Lease, for any reason, upon giving 90 days' written notice. If Lessee defaults in the performance of the terms of this agreement, Lessor may terminate this Lease and immediately re-enter the premises without notice. This Lease shall be terminated if Lessee abandons or vacates the subject premises. Notwithstanding the termination of this Lease for any reason, Lessor shall have the right to maintain an action against Lessee for possession and/or damages, including unpaid rent, following Lessee's default in the performance of the terms of this Lease.

10. INDEMNIFICATION

Lessee shall indemnify and hold Lessor harmless from all claims, demand, suits, actions or losses, including all costs, expenses and attorney's fees through all appellate proceedings, incurred by Lessor in defending against any such claims, arising or alleged to arise from any act, omission or use of the

premises by Lessee or Lessee's agents, employees or contractors, or arising from any injury to the person or property of anyone on the leased premises during the term of the lease.

11. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit. Lessee shall hold Lessor harmless against any claim for damages resulting in exposure to radon gas on the leased premises, whether said claim is made by the Lessee, its agents, employees, invitee, licensees, or any other third party.

12. NOTICES

Any notices provided hereunder shall be in writing mailed by certified US Mail, return receipt requested, and shall be effective upon deposit into the mail. Notices to Lessor, shall be delivered to City Manager, City of New Port Richey, 5919 Main Street, New Port Richey, FL 34652, and notices to Lessee shall be delivered to CJB Ventures, LLC 5650 Main Street, New Port Richey, FL, 34652-2634

13. LITIGATION

In any action brought to enforce the terms of this Lease or to recover possession of the leased premises, the prevailing party shall be entitled to recover reasonable attorney fees, through all appellate proceedings. The venue for any such action shall be in Pasco County, Florida, and this agreement shall be construed according to the law of the State of Florida.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and all prior representations are merged herein and not binding upon the parties. This agreement may only be modified in writing, approved by City Council or City Manager of Lessor, as appropriate.

15. MISCELLANEOUS

The headings used herein are for convenience only and shall not be considered in interpreting this agreement. Lessor's failure to act upon any default shall not constitute a waiver of Lessor's right to act upon that default or any other default hereunder. If any portion of this Lease is declared to be invalid, the remaining portions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee affix their hands and seals, by and through their respective duly authorized agents, on the day, month, and year first above written.

SIGNATURES APPEAR ON NEXT PAGE

APPROVED AS TO FORM:

CITY OF NEW PORT RICHEY, FLORIDA

Timothy P. Driscoll, City Attorney

Debbie L. Manns, ICMA-CM, City Manager

Attest:

Judy Meyers, MMC, City Clerk

BY: _____

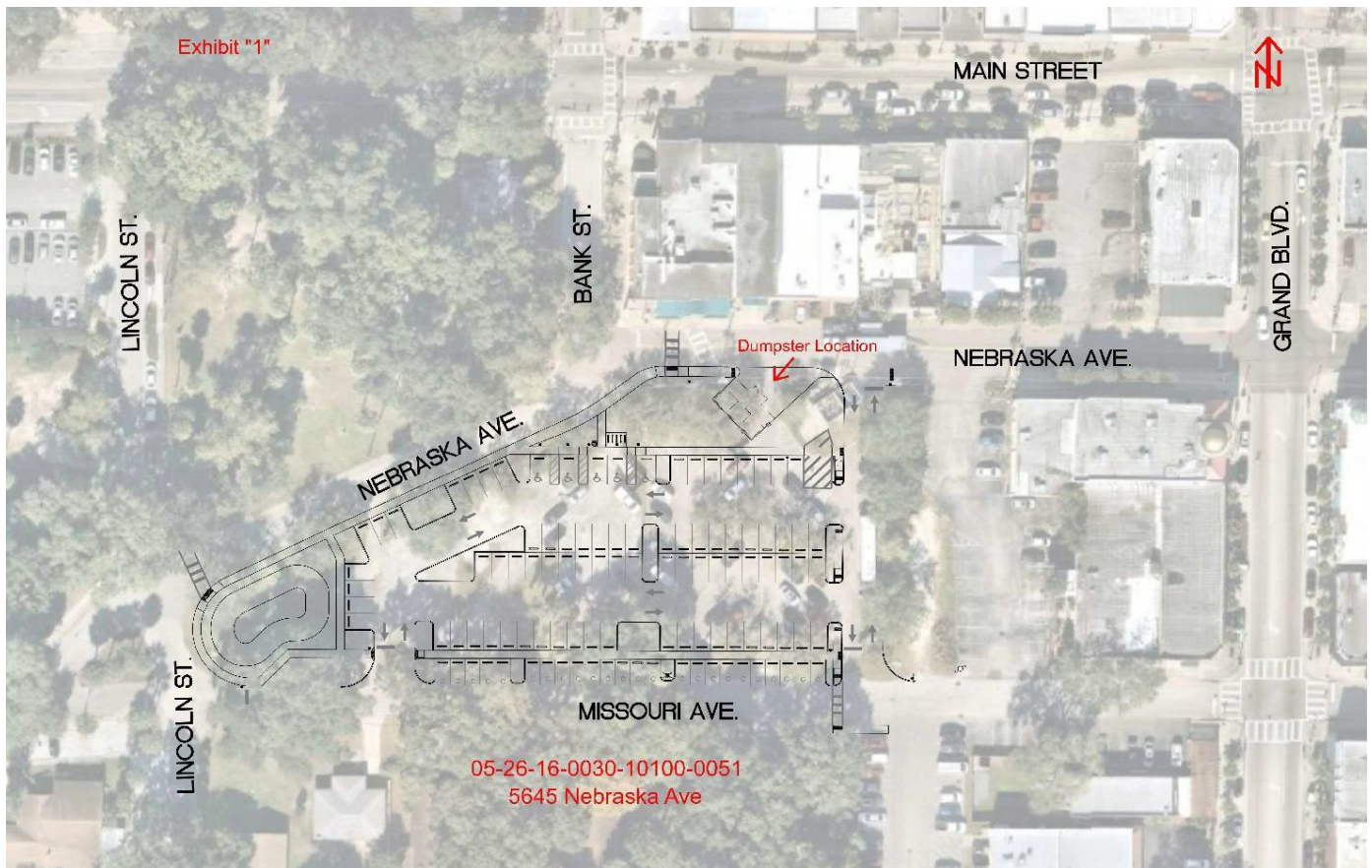
Name, Title (printed)

EXHIBIT 1

Legal Description of the Property and Leased Area

Parcel ID 05-26-16-0030-10100-0051 (The portion of the Property leased hereunto includes a portion of this parcel that includes an area of ten (10) feet by eight (8) feet. Extending from the fence to the line of the curb on said property.)

NPR MB 4 Page 49, North 50 feet of Lot 5,6,7,8,9,10,11,12 Public Records of Pasco County, Florida.





NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Robert M. Rivera, Public Works Director
DATE: 5/6/2025
RE: First Reading, Ordinance No. 2025-2327: Property Lease Agreement w/Kazu's Sushi LLC

REQUEST:

The request of staff for City Council is to conduct the first reading of Ordinance No. 2025-2327 allowing the authorization for execution of a lease agreement between the City of New Port Richey and Kazu's Sushi, LLC attached as Exhibit "A".

DISCUSSION:

As City Council is aware, the Thomas Meighan Parking Lot underwent a major transformation due to the Nebraska Ave. Parking Lot Improvements Project. Part of the Nebraska Ave. Parking Lot Improvements Project included the addition of a twenty-eight (28') foot by ten (10') foot concrete pad, fencing around the pad, and an apron leading up to the pad for the purposes of housing trash dumpsters for adjacent restaurants and businesses.

The intent of this Ordinance is a renewal of the existing lease for Kazu's Sushi, LLC for use of a portion of the dumpster pad. Kazu's Sushi, LLC would continue to be responsible for making sure their dedicated dumpster area is kept clean and would continue to be responsible for a monthly leasing fee to the city for use of the new dumpster pad.

RECOMMENDATION:

Staff recommends the approval of the first reading of Ordinance No. 2025-2327 which allows for the authorization of the execution of a lease agreement between City of New Port Richey and Kazu's Sushi, LLC attached as Exhibit "A".

BUDGET/FISCAL IMPACT:

Kazu's Sushi, LLC will pay the City \$31.20 per month for the use of the City owned property. This cost is based on the property's square footage and is based off the past lease agreements the City has with Kazu's Sushi.

ATTACHMENTS:

Description	Type
Ordinance No. 2025-2327: Property Lease Agreement w/Kazu's Sushi LLC	Ordinance

ORDINANCE NO. 2025-2327

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY,
FLORIDA AUTHORIZING THE LEASE OF A PORTION
OF A CERTAIN PROPERTY OWNED BY THE CITY AND
LOCATED ON THE SOUTHSIDE OF NEBRASKA
AVENUE WEST OF GRAND BOULEVARD; PROVIDING
AUTHORIZATION FOR EXECUTION OF THE LEASE
AGREEMENT; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City is the owner of that certain real property located on the south side of Nebraska Avenue approximately 270 feet west of Grand Boulevard legally described as:

Parcel ID 05-26-16-0030-10100-0051:

NPR MB 4 Page 49, North 50 feet of Lot 5, 6, 7, 8, 9, 10, 11, 12, Public Records of Pasco County, Florida. (the "Property"); and

WHEREAS, Kazu's Sushi LLC, a Florida limited liability company with its principal address at P.O. BOX 597 New Port Richey, FL 34652-2634 operates Kazu's Sushi restaurant and desires to lease the Property for use only as placement of a dumpster for collection of refuse from its adjacent restaurant business operated at Kazu's Sushi on the terms and conditions in this Lease; and

WHEREAS, the City desires to grant Kazu's Sushi such lease on the terms and conditions provided in the lease agreement; and

WHEREAS, Section 2.12 of the City Charter requires that the lease of City land be authorized by ordinance of the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW PORTY RICHEY, FLORIDA, IN SESSION DULY ASSEMBLED:

Section 1. A portion of the Property is hereby authorized to be leased to Kazu's Sushi, LLC under the terms and conditions of that certain Lease Agreement attached to this Ordinance as Exhibit "A", the provisions of which are incorporated herein by reference as if set forth fully herein, and the City Manager is authorized to execute the Lease Agreement on behalf of the City.

Section 2. The provisions of this Ordinance shall take effect upon its final passage and adoption and final execution of the Lease Agreement by both parties.

The above and foregoing Ordinance was read and approved upon first reading at a 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 upon second reading at a 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:

Timothy P. Driscoll, City Attorney

Exhibit "A"
of Ordinance #2025-2327
LEASE

**BETWEEN THE CITY OF NEW PORT RICHEY, FLORIDA
AND
KAZU'S SUSHI, LLC**

THIS LEASE AGREEMENT made and entered into on this ____ day of _____, 2025 (hereinafter "Effective Date") by and between the CITY OF NEW PORT RICHEY, FLORIDA, a municipal corporation (hereinafter called "Lessor") and Kazu's Sushi, LLC (hereinafter called Lessee"), and the parties hereto agree to the following terms and conditions, concerning the property described herein:

1. PROPERTY DESCRIPTION

The Lessor does by these presents, lease and let to the Lessee the following described property (hereinafter "Property"), the same being situated and located at 5645 Nebraska Avenue, in the City of New Port Richey, County of Pasco, State of Florida:

An area of the above property ten (10) feet by eight (8) feet
Extending from the fence to the line of the curb on said property
As shown on the drawing on Exhibit "1".

2. LEASE TERM, RENT

The term of this Lease is for a period of three (3) years, commencing on the Effective Date. This Lease may be renewed for an additional one (1) year period, upon thirty (30) days' notice provided by Lessee to Lessor, and if so renewed, may be renewed for an additional one (1) year thereafter, upon (30) days' notice provided by Lessee to Lessor. Rent is due monthly on the first day of each month in the amount of \$31.20 per month plus applicable sales tax, and shall not be prorated for any partial month.

3. EXPENSES

Lessee shall pay all real estate taxes, license or permit fees, and any other fee, cost or tax, including sales tax, if any, imposed by any governmental entity, division or agency of the United States of America, the State of Florida, Pasco County or Lessor, concerning the leased premises.

4. USE, ASSIGNMENT, SUBLETTING

Lessee shall use the subject premises only for the placement of a dumpster for collection of refuse from its adjacent restaurant business operated as Kazu's Sushi, LLC. Lessee may make no other use of the premises without the written consent of Lessor. Lessee shall not assign its rights or responsibilities under this Lease, nor sublet or allow another to use the subject property, without the written consent of the Lessor.

5. IMPROVEMENTS

Lessee shall make no improvements or alterations to the subject property without the written consent of Lessor. Any and all improvements must be made in accordance with all applicable laws and ordinances, including those related to site plan review and building permits. Lessee shall pay the costs for site plan review, licenses or permit fees, as applicable. Upon the expiration of the lease term or termination of this Lease, Lessor shall be entitled to ownership and possession of the premises,

together with any improvements or additions thereto, whether pre-existing this Lease or added during the term hereof. Notwithstanding any prior agreements between the parties, upon termination of this Lease, Lessee shall surrender the premises in good condition and hereby waives any right, title or interest in the premises or any improvement constructed thereon, whether constructed prior to or during the term of this Lease; and Lessee hereby releases Lessor from any and all claim for the value of any improvements constructed on the premises by Lessee or for Lessee's benefit, except as provided herein. Lessee shall not allow any lien of any kind to be placed against the premises, and Lessor's issuance of building permits or approval of plans shall not constitute an acceptance of any contractor or laborer regarding such improvements.

6. MAINTENANCE, CONDITION OF PREMISES

Lessee accepts the leased premises as is, and is satisfied with the condition of the premises. Lessee shall keep the leased area clean at all times, at its expense. All refuse shall be completely enclosed within the dumpster on the Property and shall not be placed outside the same at any time. Lessee shall ensure that the premises, and Lessee's use thereof, is at all times in compliance with all applicable laws, ordinances, rules and regulations, including building, health and fire codes, and environmental regulations. Lessee shall observe all sanitation and other laws, ordinances, rules or regulations of the State of Florida, the United States, Pasco County and the City of New Port Richey, Florida, concerning the operation and use of the subject property.

7. QUIET ENJOYMENT

Lessor makes no covenant of quiet enjoyment for the subject property, and Lessor shall be under no obligation to Lessee to institute or defend any proceeding regarding Lessee's right to possession or quiet enjoyment of the leased premises. Lessor shall not be responsible for rebuilding or repairing the leased premises in the event of partial or total destruction thereof, from any cause. Lessee shall provide access to the leased premises to Lessor at any time.

8. INSURANCE

Lessee shall maintain general liability insurance on the premises with limits of not less than TWO HUNDRED THOUSAND and 00/100 DOLLARS (\$200,000) per person and THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000) per occurrence, with a deductible no greater than \$1,000.00. On each of the aforesaid insurance policies, Lessor shall be designated as additional insured, and Lessee shall provide Lessor with proof of insurance satisfactory to Lessor. Lessee's insurance shall be primary over any insurance held by Lessor. No insurance policy shall be cancelable without the written consent of Lessor.

9. TERMINATION

Either party may terminate this Lease, for any reason, upon giving 90 days' written notice. If Lessee defaults in the performance of the terms of this agreement, Lessor may terminate this Lease and immediately re-enter the premises without notice. This Lease shall be terminated if Lessee abandons or vacates the subject premises. Notwithstanding the termination of this Lease for any reason, Lessor shall have the right to maintain an action against Lessee for possession and/or damages, including unpaid rent, following Lessee's default in the performance of the terms of this Lease.

10. INDEMNIFICATION

Lessee shall indemnify and hold Lessor harmless from all claims, demand, suits, actions or losses, including all costs, expenses and attorney's fees through all appellate proceedings, incurred by Lessor in defending against any such claims, arising or alleged to arise from any act, omission or use of the

premises by Lessee or Lessee's agents, employees or contractors, or arising from any injury to the person or property of anyone on the leased premises during the term of the lease.

11. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit. Lessee shall hold Lessor harmless against any claim for damages resulting in exposure to radon gas on the leased premises, whether said claim is made by the Lessee, its agents, employees, invitee, licensees, or any other third party.

12. NOTICES

Any notices provided hereunder shall be in writing mailed by certified US Mail, return receipt requested, and shall be effective upon deposit into the mail. Notices to Lessor, shall be delivered to City Manager, City of New Port Richey, 5919 Main Street, New Port Richey, FL 34652, and notices to Lessee shall be delivered to Kazu's Sushi, LLC P.O. BOX 597, New Port Richey, FL 34652-2634.

13. LITIGATION

In any action brought to enforce the terms of this Lease or to recover possession of the leased premises, the prevailing party shall be entitled to recover reasonable attorney fees, through all appellate proceedings. The venue for any such action shall be in Pasco County, Florida, and this agreement shall be construed according to the law of the State of Florida.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and all prior representations are merged herein and not binding upon the parties. This agreement may only be modified in writing, approved by City Council or City Manager of Lessor, as appropriate.

15. MISCELLANEOUS

The headings used herein are for convenience only and shall not be considered in interpreting this agreement. Lessor's failure to act upon any default shall not constitute a waiver of Lessor's right to act upon that default or any other default hereunder. If any portion of this Lease is declared to be invalid, the remaining portions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee affix their hands and seals, by and through their respective duly authorized agents, on the day, month, and year first above written.

SIGNATURES APPEAR ON NEXT PAGE

APPROVED AS TO FORM:

CITY OF NEW PORT RICHEY, FLORIDA

Timothy P. Driscoll, City Attorney

Debbie L. Manns, ICMA-CM, City Manager

Attest:

Judy Meyers, MMC, City Clerk

BY: _____

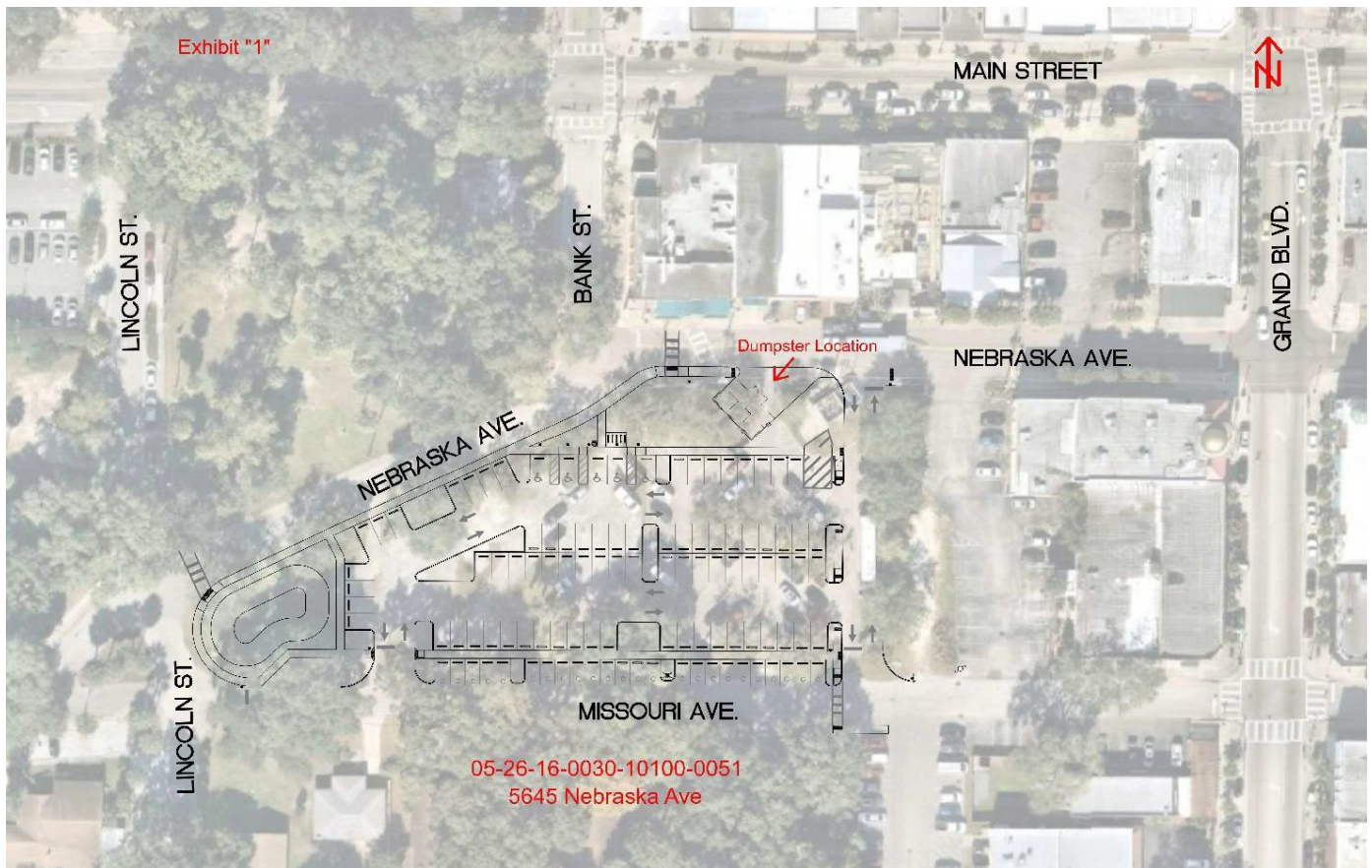
Name, Title (printed)

EXHIBIT 1

Legal Description of the Property and Leased Area

Parcel ID 05-26-16-0030-10100-0051 (The portion of the Property leased hereunto includes a portion of this parcel that includes an area of ten (10) feet by eight (8) feet. Extending from the fence to the line of the curb on said property.)

NPR MB 4 Page 49, North 50 feet of Lot 5,6,7,8,9,10,11,12 Public Records of Pasco County, Florida.





NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Crystal M. Dunn, Finance Director

DATE: 5/6/2025

RE: Resolution No. 2025-14: Authorizing the Issuance of Tax-Exempt Non-Ad Valorem Revenue Note 2025A and Taxable Non-Ad Valorem Revenue Note 2025B and Amended and Restated Interlocal Agreement

REQUEST:

The City Council is asked to review and authorize Resolution No. 2025-14, which authorizes the following:

- Issuance of Tax-Exempt Non-Ad Valorem Revenue Note, Series 2025A, in the amount not to exceed \$3,350,000, to finance the costs of various capital improvements and Taxable Non-Ad Valorem Revenue Note, Series 2025B, in the amount not to exceed \$5,650,000 to finance the acquisition of real property.
- Approval of the form and execution of the Amended and Restated Debt Service Reimbursement Interlocal Agreement between the City of New Port Richey, FL and the City of New Port Richey, FL Community Redevelopment Agency.

DISCUSSION:

As previously presented at the City Council meeting on April 1, 2025, city staff has identified an opportunity to finance the costs related to certain capital improvement projects, specifically identified as Phase 1 of the redevelopment of Railroad Square and the acquisition of real property located at 7631 US Hwy 19, New Port Richey.

Will Reed, of Ford & Associates, Inc., the City's Financial Advisor, will present to the City Council the terms and conditions of the Tax-Exempt and Taxable Non-Ad Valorem Revenue Notes. Duane Draper, of Bryant Miller Olive, City's Bond Counsel, will present to the City Council the details of Resolution No. 2025-14 and the Amended and Restated Interlocal Agreement to be entered into by the City and the Community Redevelopment Agency.

The Interlocal Agreement attached to this memorandum amends and restates a previous interlocal agreement between the CRA and the City. The Amended and Restated Debt Service Reimbursement Interlocal Agreement re-establishes the CRA's obligation to repay the City for all costs (present and future) incurred by the City on behalf of the CRA, in connection with the issuance of the Tax-Exempt and Taxable Non-Ad Valorem Revenue Note, Series 2025A and Series 2025B, respectively, in the event tax increment revenues are insufficient.

RECOMMENDATION:

It is recommended that the City Council approve Resolution No. 2025-14 and accompanying Amended and Restated Interlocal Agreement with the Community Redevelopment Agency.

BUDGET/FISCAL IMPACT:

Any future costs pertaining to this transaction will be paid from the proceeds of the Revenue Notes. Future debt service payments will be budgeted for accordingly.

ATTACHMENTS:

Description

Type

- ▣ Resolution No. 2025-14: Authorizing the Issuance of Tax-Exempt Non-Ad Valorem Revenue Note 2025A and Taxable Non-Ad Valorem Revenue Note 2025B and Amended and Restated Interlocal Agreement Resolution Letter

RESOLUTION NO. 2025-14

A RESOLUTION OF THE CITY OF NEW PORT RICHEY, FLORIDA; AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$3,350,000 TAX-EXEMPT NON-AD VALOREM REVENUE NOTE, SERIES 2025A OF THE CITY TO FINANCE THE COSTS OF VARIOUS CAPITAL IMPROVEMENTS AND A NOT TO EXCEED \$5,650,000 TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2025B TO FINANCE THE ACQUISITION OF REAL PROPERTY; PROVIDING THAT THE NOTES SHALL BE LIMITED OBLIGATIONS OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SERIES 2025A NOTE "BANK QUALIFIED" STATUS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTES; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED DEBT SERVICE REIMBURSEMENT INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA IN SESSION DULY AND REGULARLY ASSEMBLED THAT:

Section 1: Authority for this Resolution. This resolution is adopted pursuant to the Constitution of the State of Florida (the "State"), Chapter 166, Florida Statutes, Chapter 163, Part III, Florida Statutes, the municipal charter of the City of New Port Richey, Florida (the "Issuer"), an ordinance enacted by the City Council of the Issuer on even date herewith, and other applicable provisions of law (collectively, the "Act").

Section 2: Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

"Ad Valorem Revenues" shall mean all revenues of the Issuer derived from the levy and collection of ad valorem taxes that are allocated to and accounted for in the General Fund.

"Adjusted General Government and Public Safety Expenditures" shall mean (i) General Government and Public Safety Expenditures, less (ii) General Government and Public Safety Expenditures which are paid from Ad Valorem Revenues.

"Agency" shall mean The City of New Port Richey, Florida Community Redevelopment Agency.

"Amended and Restated Interlocal Agreement" shall mean that certain Amended and Restated Debt Service Reimbursement Interlocal Agreement, the form of which is attached hereto as Exhibit D between the Issuer and the Agency.

"Available Non-Ad Valorem Revenues" shall mean Non-Ad Valorem Revenues less Adjusted General Government and Public Safety Expenditures.

"Business Day" shall mean any day except any Saturday or Sunday or day on which the Owner is lawfully closed.

"City Attorney" shall mean the City Attorney or assistant City Attorney of the Issuer, or any special counsel appointed by the City Council of the Issuer.

"City Manager" shall mean the City Manager or assistant, deputy, interim or acting City Manager of the Issuer.

"Clerk" shall mean the City Clerk or assistant or deputy City Clerk of the Issuer, or such other person as may be duly authorized by the City Council of the Issuer to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed, or final, promulgated thereunder or applicable thereto.

"Debt Service Fund" shall mean the Debt Service Fund established with respect to the Notes pursuant to Section 8 hereof.

"Default Rate" shall mean the lesser of (i) the Series 2025A Interest Rate or the Series 2025B Interest Rate, as applicable, plus 2% per annum, or (ii) the maximum rate allowed by applicable law.

"Finance Director" shall mean the Finance Director of the Issuer, or such other person as may be duly authorized by the City Manager of the Issuer to act on his or her behalf.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"General Fund" shall mean the "General Fund" of the Issuer as described and identified in the Annual Comprehensive Financial Report of the Issuer.

"General Government and Public Safety Expenditures" means general governmental and public safety services provided by the Issuer in the General Fund, the expenditures for which are currently set forth as the line items entitled "General Government," and "Public Safety" in the Issuer's Annual Comprehensive Financial Report for the Fiscal Year ended September 30, 2023, and any equivalent line items in any future financial statements of the Issuer.

"Issuer" shall mean the City of New Port Richey, Florida, a municipal corporation of the State of Florida.

"Lender" shall mean with respect to the Notes, Webster Bank, National Association.

"Mayor" shall mean the Mayor of the Issuer, or in his or her absence or inability to act, the Vice Mayor of the Issuer or such other person as may be duly authorized by the City Council to act on his or her behalf.

"Non-Ad Valorem Revenues" shall mean all revenues of the Issuer other than Ad Valorem Revenues, and which are lawfully available to be used to pay debt service on the Notes.

"Notes" shall mean, collectively, the Series 2025A Note and the Series 2025B Note.

"Owner" or *"Owners"* shall mean the Person or Persons in whose name or names the Notes shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution. The Lender shall be the initial Owner.

"Permitted Lender" shall mean (a) any affiliate of the Lender or (b) a bank, trust company, savings institution, insurance company, "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 ("1933 Act") or "accredited investor" under Rule 501(a) of Regulation D as promulgated under the 1933 Act, or their affiliates.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships, and public bodies.

"Pledged Revenues" shall mean the Non-Ad Valorem Revenues budgeted, appropriated, and deposited as provided herein.

"Project" shall mean, collectively, the Series 2025A Project and the Series 2025B Project.

"Project Funds" shall mean, collectively, the Series 2025A Project Fund and the Series 2025B Project Fund.

"Redevelopment Area" shall mean the Community Redevelopment Area as declared by the Issuer in Resolution No. 89-7 adopted by the City Council of the Issuer on June 20, 1989, as amended by Resolution No. 01-05 adopted by the City Council of the Issuer on June 5, 2001 and by Resolution No. 2020-28 adopted by the City Council of the Issuer on July 7, 2020.

"Resolution" shall mean this Resolution, pursuant to which the Notes are authorized to be issued, including any Supplemental Resolution(s).

"Series 2025A Interest Rate" shall have the meaning set forth in Section 5 hereof and in the Series 2025A Note, the form of which is attached hereto as Exhibit A-1.

"Series 2025B Interest Rate" shall have the meaning set forth in Section 5 hereof and in the Series 2025B Note, the form of which is attached hereto as Exhibit A-2.

"Series 2025A Maturity Date" shall mean, for the Series 2025A Note, October 1, 2029, or such other date as set forth in the Series 2025A Note, the form of which is attached hereto as Exhibit A-1.

"Series 2025B Maturity Date" shall mean, for the Series 2025B Note, October 1, 2028, or such other date as set forth in the Series 2025B Note, the form of which is attached hereto as Exhibit A-2.

"Series 2025A Note" shall mean the Tax-Exempt Non-Ad Valorem Revenue Note, Series 2025A of the Issuer authorized by Section 4 hereof.

"Series 2025B Note" shall mean the Taxable Non-Ad Valorem Revenue Note, Series 2025B of the Issuer authorized by Section 4 hereof.

"Series 2025A Project" shall mean the financing of various capital improvements within the Redevelopment Area as described in the Redevelopment Work Plan adopted on April 2, 2019, as amended from time to time.

"Series 2025B Project" shall mean the acquisition of real property within the Redevelopment Area as described in the Redevelopment Work Plan adopted on April 2, 2019, as amended from time to time.

"Series 2025A Project Fund" shall mean Project Fund established with respect to the Series 2025A Note pursuant to Section 9 hereof.

"Series 2025B Project Fund" shall mean Project Fund established with respect to the Series 2025B Note pursuant to Section 9 hereof.

"State" shall mean the State of Florida.

Section 3: Findings.

(A) For the benefit of its inhabitants, the Issuer finds, determines, and declares that it is necessary for the continued preservation of the welfare, convenience and safety of the Issuer and its inhabitants to finance the costs of the Project. Issuance of the Notes to finance the Project satisfies a paramount public purpose.

(B) Debt service on the Notes will be secured by the Issuer's covenant to budget, appropriate and deposit Non-Ad Valorem Revenues in the manner and to the extent described herein, and by a pledge of the Pledged Revenues as provided herein. The Pledged Revenues are expected to be sufficient to pay the principal and interest on the Notes herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) Debt service on the Notes and all other payments hereunder shall be payable from and secured solely by moneys deposited in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Notes or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The Notes shall not constitute a lien on any property owned by or situated within the limits of the Issuer, except the Pledged Revenues.

(D) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on Notes and all other payment obligations hereunder.

(E) The Issuer, after soliciting proposals in response to a request for loan proposals distributed by the Issuer on March 13, 2025 for financing the costs of the Project and received four responses complying with the structure described in such request, has selected the Lender to purchase the Notes.

Section 4: Authorization of the Notes. There is hereby authorized to be issued under and secured by this Resolution obligations of the Issuer to be known as (i) City of New Port Richey, Florida, Tax-Exempt Non-Ad Valorem Revenue Note, Series 2025A, in the principal amount of not to exceed \$3,350,000 for the purpose of financing the costs of the Series 2025A Project and paying the costs of issuing the Series 2025A Note and (ii) City of New Port Richey, Florida, Taxable Non-Ad Valorem Revenue Note, Series 2025B in the principal amount of not to exceed

\$5,650,000 for the purpose of financing the costs of the Series 2025B Project and paying the costs of issuing the Series 2025B Note. Because of the characteristics of the Notes, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Notes, it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Notes at a private negotiated sale. Prior to the issuance of the Notes, the Issuer shall receive from the Lender a Lender's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

In consideration of the purchase and acceptance of the Notes authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Owner.

Section 5: Description of the Notes.

The Series 2025A Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Lender, subject to the following terms:

(A) Series 2025A Interest Rate. The Series 2025A Note shall have an initial fixed interest rate equal to 3.745% per annum calculated on a 30/360-day basis (subject to adjustment as provided in Section 17 hereof and in the Series 2025A Note).

(B) Series 2025A Principal and Interest Payment Dates. Interest on the Series 2025A Note shall be paid semi-annually on each April 1 and October 1, commencing October 1, 2025. Principal on the Series 2025A Note shall be paid in the amounts and on the dates set forth in the Series 2025A Note with a final maturity date of October 1, 2029.

(C) Prepayment of the Series 2025A Note. The Series 2025A Note shall be subject to prepayment as described in the Series 2025A Note.

(D) Form of the Series 2025A Note. The Series 2025A Note is to be in substantially the form set forth in Exhibit A-1 attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(E) Original Denomination of the Series 2025A Note. The Series 2025A Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

The Series 2025B Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Lender, subject to the following terms:

(A) Series 2025B Interest Rate. The Series 2025B Note shall have a fixed interest rate equal to 4.76% per annum calculated on a 30/360-day basis (subject to adjustment as provided in Section 17 hereof and in the Series 2025B Note).

(B) Series 2025B Principal and Interest Payment Dates. Interest on the Series 2025B Note shall be paid semi-annually on each April 1 and October 1, commencing October 1, 2025. Principal on the Series 2025B Note shall be paid in the amounts and on the dates set forth in the Series 2025B Note with a final maturity date of October 1, 2028.

(C) Prepayment of the Series 2025B Note. The Series 2025B Note shall be subject to prepayment as described in the Series 2025B Note.

(D) Form of the Series 2025B Note. The Series 2025B Note is to be in substantially the form set forth in Exhibit A-2 attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(E) Original Denomination of the Series 2025B Note. The Series 2025B Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

The Notes shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the official seal of the Issuer, be attested with the manual or facsimile signature of the Clerk and be approved as to legal form and correctness by the City Attorney. In case any one or more of the officers who shall have signed or sealed the Notes or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Notes so signed and sealed have been actually sold and delivered, the Notes may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed the Notes had not ceased to hold such office. The Notes may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of the Notes shall hold the proper office of the Issuer, although, at the date of the Notes, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Notes shall be actually sold and delivered.

Section 6: Registration and Exchange of the Notes; Persons Treated as Owners. The Notes are initially registered to the Lender. So long as the Notes shall remain unpaid, the Issuer will keep books for the registration and transfer of the Notes. The Notes shall be transferable only upon such registration books.

The Person in whose name the Notes shall be registered shall be deemed and regarded as the absolute Owners thereof for all purposes, and payment of principal and interest on the Notes shall be made only to or upon the written order of the Owners. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Notes to the extent of the sum or sums so paid.

The Notes may only be transferred or participated by agreement by the Owner to a Permitted Lender (as defined herein) in whole and denominations not less than \$100,000 (or the total principal amount outstanding if less than \$100,000). Upon surrender to the Registrar for transfer or exchange of a Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Owner or its attorney duly authorized in writing, the Issuer shall deliver in the name of the Owner or the transferee a new fully registered Note of the same series, amount, maturity and interest rate as the Note surrendered.

Upon surrender to the Registrar for transfer or exchange of a Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Owner or its attorney duly authorized in writing, the Issuer shall deliver in the name of the Owner or the transferee a new fully registered Note of the same series, amount, maturity and interest rate as the Note surrendered.

The Note presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Issuer, duly executed by the Owner or by his duly authorized attorney and a Lender Certificate from such transferee in substantially the form attached hereto as Exhibit B. Nothing herein shall limit the right of the Owner of a Note to sell or assign a participation interest in a Note to a Permitted Lender.

Section 7: Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will promptly pay the principal of and interest on the Notes at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Notes shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable from and secured solely by the Pledged Revenues in accordance with the terms hereof. No Owner shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the Notes or be entitled to payment of the Notes from any funds of the Issuer except from the Pledged Revenues as described herein.

Section 8: Covenant to Budget and Appropriate; Notes Secured by Pledged Revenues.

(A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, for each Fiscal Year in which the Notes remain outstanding, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of

and interest on the Notes and all other payments due hereunder not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated, and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues (except as provided in Section 18 hereof), nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owners of the Notes a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no Owner nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Resolution or the Notes to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any Non-Ad Valorem Revenues. The Issuer is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the Issuer, but shall be payable as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues and funding requirements for essential governmental services of the Issuer.

There is hereby created and established the City of New Port Richey, Florida Non-Ad Valorem Revenue Note, Debt Service Fund (the "Debt Service Fund") which fund shall be a trust fund held by the Finance Director, which shall be held solely for the benefit of the Owners. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owners, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Non-Ad Valorem Revenues in an amount sufficient to pay the debt service on the Notes shall be deposited into the Debt Service Fund at least three (3) Business Days prior to each date payment is due. Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Notes, on parity and equal status with each other.

Section 9: Application of Proceeds of Notes.

(A) The proceeds received from the sale of the Series 2025A Note shall be deposited by the Issuer simultaneously with the delivery of the Series 2025A Note to the Lender, in the Series 2025A Project Fund hereinafter created, and used to pay (i) all costs and expenses in connection with the preparation, issuance and sale of the Series 2025A Note and (ii) costs of the Series 2025A Project.

(B) The proceeds received from the sale of the Series 2025B Note shall be deposited by the Issuer simultaneously with the delivery of the Series 2025B Note to the Lender, in the Series 2025B Project Fund hereinafter created, and used to pay (i) all costs and expenses in connection with the preparation, issuance and sale of the Series 2025B Note and (ii) costs of the Series 2025B Project.

The Issuer covenants and agrees to establish special funds to be designated "City of New Port Richey, Florida Tax-Exempt Non-Ad Valorem Revenue Note, Series 2025A Project Fund" (the "Series 2025A Project Fund") and "City of New Port Richey, Florida Taxable Non-Ad Valorem Revenue Note, Series 2025B, Project Fund" (the Series 2025B Project Fund"). The designation and establishment of the respective Project Funds by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Issuer for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the respective Project Funds, plus any earnings thereon, are pledged to the repayment of the respective Notes.

Section 10: Tax Covenant. The Issuer covenants to the Owner of the Series 2025A Note that the Issuer will not make any use of the proceeds of the Series 2025A Note at any time during the term of the Series 2025A Note which would cause the Series 2025A Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Series 2025A Note from the gross income of the Owner thereof for purposes of federal income taxation.

Section 11: Bank Qualified. The Issuer hereby designates the Series 2025A Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, and as such, the Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2025 to issue more than \$10,000,000 of "tax-exempt" obligations including the Series 2025A Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 12: Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Notes except with the written consent of all of the Owners.

Section 13: Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Notes is intended or shall be construed to give to any Person other than the Issuer and the Owners any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owners.

Section 14: Note Mutilated, Destroyed, Stolen or Lost. In case any of the Notes shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Series 2025A Note or the Series 2025B Note, as applicable, of like tenor as the Series 2025A Note or the

Series 2025B Note, as applicable, so mutilated, destroyed, stolen or lost, in exchange and in substitution for the mutilated Series 2025A Note or the Series 2025B Note, as applicable, or in lieu of and in substitution for the Series 2025A Note or the Series 2025B Note, as applicable, destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Notes so mutilated, destroyed, stolen, or lost shall be canceled and shall be of no further force and effect.

Section 15: *Impairment of Contract.* The Issuer covenants with the Owners that it will not, without the written consent of the Owners, enact any ordinance or adopt any resolution which repeals, impairs, or amends in any manner adverse to the Owners the rights granted to the Owners hereunder. Nothing hereunder shall be construed to limit the Issuer from being able to unilaterally change the boundaries of the Agency and/or reducing the term of the Agency, either of which could have the effect of reducing collections of tax increment revenues, or from relieving the Agency of any contractually obligation to reimburse the Issuer for any debt service paid by the Issuer on the Notes, subject, however, in all respects to the terms of the Amended and Restated Interlocal Agreement.

Section 16: *Budget and Financial Information.* At no cost to the Owners, the Issuer shall provide the Owners with annual financial statements (the "Audit") for each Fiscal Year of the Issuer when available and in no event later than June 30th following the end of such Fiscal Year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant, which may be in electronic .PDF format. The electronic Audit or link may be sent to the following email address (or such other address as the Owner supplies to the Issuer in writing): PublicFinance@WebsterBank.com. If the Audit is not available by June 30th following the end of the Issuer's Fiscal Year, the Issuer will furnish unaudited financial statements to the Owner in the manner described in this Section 16 and will then furnish the Audit to the Owner immediately upon the availability thereof. In addition, the Issuer shall provide to the Owners (at no cost to the Owners) a copy of its annual budget within 30 days of its adoption, and such other financial and budget information as may be reasonably requested by the Owners from time to time. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

Section 17: *Events of Default; Remedies of Owners.* The following shall constitute Events of Default: (a) if the Issuer fails to pay any payment of principal of or interest on either of the Notes as the same becomes due and payable and such failure continues for five (5) Business Days (a "Payment Default"); or (b) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Notes (other than set forth in (a) above) and fails to cure the same within 30 days of knowledge of such event; or (c) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United

States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 30 days undismissed or undischarged (collectively, a "Bankruptcy"); or (d) any representation or warranty made in writing by or on behalf of the Issuer in this Resolution shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or (e) the Issuer shall fail to promptly remove any execution, garnishment or attachments of such consequence as will materially impair its ability to carry out its obligations hereunder and under the Notes.

Upon the occurrence and during the continuation of any Event of Default, the Owners may have a receiver appointed, and in addition to any other remedies set forth in this Resolution or the Notes, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any officer thereof, including, without limitation, the ability to petition the court to enforce and compel the performance by the Issuer of all duties of the Issuer under an ordinance enacted by the City Council of the Issuer on the date hereof, this Resolution and the Notes. The Owner remedies hereunder are exercisable independent of any other parties and require no consents or approvals of the holders of any other debt of the Issuer.

In the event of a Payment Default (as defined in this Section 17), any amount due on the Notes and not paid when due shall bear interest at the Default Rate for so long as such nonpayment continues.

Section 18: Anti-Dilution Test. As a condition precedent to the issuance of any debt or the incurrence of any other obligations which are secured by and/or payable from Non-Ad Valorem Revenues, the Issuer agrees to certify that it is in compliance with the following: the Available Non-Ad Valorem Revenues (for this purpose, the average of actual receipts over the prior two Fiscal Years) are not less than 1.50 times the maximum annual debt service on all debt and other obligations secured by and/or payable solely from such Non-Ad Valorem Revenues (taking into account such proposed debt or the incurrence of any other such obligations). Non-Ad Valorem Revenues may include, for this purpose, any amounts that the Agency is contractually obligated to pay and actually paid to the Issuer as a reimbursement of debt service payments made by the Issuer on the Notes; provided, however, any such reimbursement amounts are not pledged hereunder. For purposes of calculating "maximum annual debt service" for purposes of this Section 18, balloon indebtedness shall be assumed to amortize in up to 20 years on a level debt service basis. For purposes of this Section 18, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year. As used in this Section 18, the term "maximum annual debt service" shall only include debt service that the Issuer reasonably expects to apply Non-Ad Valorem Revenues to actually pay; provided however, notwithstanding the foregoing, maximum annual debt service shall include any debt which has pledged any of the Issuer's Non-Ad Valorem Revenues or is

secured solely by a covenant to budget and appropriate Non-Ad Valorem Revenues. For the purpose of calculating maximum annual debt service for purposes of this Section 18 such indebtedness which bears interest at a variable rate or is proposed to bear interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (a) 7% per annum or (b) the actual interest rate borne by the variable rate debt for the month immediately preceding such calculation.

Section 19: *Description of the Amended and Restated Interlocal Agreement.* The Amended and Restated Interlocal Agreement is to be substantially in the form set forth in Exhibit D attached hereto, together with such non-material changes as shall be approved by the Issuer, such approval to be conclusively evidenced by the execution thereof by the Issuer. The Amended and Restated Interlocal Agreement shall be executed on behalf of the Issuer with the manual signature of the Mayor and the official seal of the Issuer, be attested with the manual signature of the Clerk and be approved as to form and correctness by the City Attorney. In case any one or more of the officers who shall have signed or sealed the Amended and Restated Interlocal Agreement shall cease to be such officer of the Issuer before the Amended and Restated Interlocal Agreement so signed and sealed has been actually delivered, the Amended and Restated Interlocal Agreement may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed the Amended and Restated Interlocal Agreement had not ceased to hold such office. The Amended and Restated Interlocal Agreement may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of the Amended and Restated Interlocal Agreement shall hold the proper office of the Issuer, although, at the date of the Amended and Restated Interlocal Agreement, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Amended and Restated Interlocal Agreement shall be actually delivered.

Section 20: *Severability.* If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative, or unenforceable to any extent whatever.

Section 21: *Business Days.* In any case where the due date of interest on or principal of the Notes is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 22: *Applicable Provisions of Law.* This Resolution and the Notes shall be governed by and construed in accordance with the laws of the State of Florida.

Section 23: Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word are used.

Section 24: Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Resolution.

Section 25: City Council Members of the Issuer Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Resolution or the Notes or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members of the Issuer, as such, of the Issuer, past, present or future, either directly or through the Issuer it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members of the Issuer, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Council members of the Issuer, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the issuance of the Notes, on the part of the Issuer.

Section 26: Authorizations. The Mayor and any member of the City Council, the City Manager, the City Attorney, the Clerk, the Finance Director and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Notes and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Notes, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 27: Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 28. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of the Notes), the Issuer acknowledges and agrees, that: (a) (i) the Issuer has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Issuer is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the Notes, (iii) the Lender is not acting as a municipal advisor or financial advisor to the Issuer, and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to

the Issuer with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the Issuer on other matters); (b) (i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Issuer or any other Person and (ii) the Lender has no obligation to the Issuer, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Note; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and the Lender has no obligation to disclose any of such interests to the Issuer. The Notes are purchased by the Lender pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq*, to the extent that such rules apply to the transaction contemplated hereunder.

Section 29: *Waiver of Jury Trial.* The Issuer and the Lender, by its acceptance of the Notes, each knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Resolution or the Notes, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to this Resolution or the Note.

Section 30: *Effective Date.* This Resolution shall take effect immediately upon its adoption by City Council.

[Remainder of page intentionally left blank]

The above and foregoing Resolution was read and adopted at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 6th day of May, 2025.

(SEAL)

ATTEST:

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, MMC
City Clerk

Alfred C. Davis, Mayor

REVIEWED AND APPROVED:

Timothy P. Driscoll, City Attorney

EXHIBIT A-1

[FORM OF SERIES 2025A NOTE]

May 9, 2025

\$3,273,000

CITY OF NEW PORT RICHEY, FLORIDA
TAX EXEMPT NON-AD VALOREM REVENUE NOTE,
SERIES 2025A

Maturity Date: October 1, 2029

KNOW ALL MEN BY THESE PRESENTS that the City of New Port Richey, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Webster Bank, National Association or registered assigns (hereinafter, the "Owner"), the principal amount of \$3,273,000, together with interest at the Series 2025A Interest Rate. The Issuer shall pay interest upon the unpaid principal balance of this Note at the Series 2025A Interest Rate. Interest shall be calculated on a 30/360-day basis. This Note shall have a final maturity date of October 1, 2029 (the "Maturity Date").

Series 2025A Interest Rate" means an initial per annum rate equal to 3.745%, subject to adjustment as provided herein.

Principal of and interest on this Note is payable in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing.

The Issuer promises to pay the Owner interest on the principal amount outstanding hereunder from the date of this Note at the Series 2025A Interest Rate, but in no event shall it exceed the maximum interest rate permitted by applicable law. Such interest shall be paid on a semi-annual basis, commencing October 1, 2025, and on each April 1 and October 1 thereafter until the Maturity Date.

Principal on this Note shall amortize on the following dates and in the following amounts:

<u>DATES</u>	<u>AMOUNTS</u>
10/01/2027	\$100,000
10/01/2028	1,261,000
10/01/2029	1,912,000

In the event of a Determination of Taxability (as defined below), the Owner shall have the right to adjust the rate of interest on this Note to the Taxable Rate. "Taxable Rate" shall

mean the interest rate per annum that shall provide the Owner with the same after-tax yield that the Owner would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Owner. The Owner shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate, which shall, in the absence of manifest error, be conclusive and binding on the Issuer. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Internal Revenue Code of 1986, as amended (the "Code"), shall have expired.

"Determination of Taxability" shall mean, with respect to this Note, the circumstance that shall be deemed to have occurred if interest paid or payable on this Note becomes includable for federal income tax purposes in the gross income of the Owner solely as a consequence of any action or inaction by the Issuer. A Determination of Taxability will be deemed to have occurred upon (a) the receipt by the Issuer or the Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency which holds that any interest payable on this Note is includable in the gross income of the Owner; (b) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on this Note is includable in the gross income of the Owner; or (c) receipt by the Issuer or the Owner of an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions to the effect that any interest on this Note has become includable in the gross income of the Owner for federal income tax purposes. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on this Note is deemed includable in the gross income of the Owner. A Determination of Taxability shall not occur in the event such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum tax imposed on corporations.

In the case of (a) and (b) above, upon the Determination of Taxability and timely written notice thereof, the Issuer shall have an opportunity to participate in and seek, at its own expense, a final administrative determination or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the existence of such event of taxability; provided that the Issuer, at its own expense, delivers to the Owner an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions acceptable to the Owner to the effect that such appeal or action for judicial or administrative review is not without merit and there is a reasonable possibility that the judgment, order, ruling or decision from which such appeal or action for judicial or administrative review is taken will be reversed, vacated or otherwise set aside.

This Note shall not be prepayable prior to October 1, 2028. On October 1, 2028 through and including September 30, 2029, and upon at least thirty (30) days' prior written notice to the Owner, this Note shall be subject to prepayment at the option of the Issuer in whole or in part

on any payment date with a prepayment premium of 1%, by paying to the Owner the principal amount on this Note being prepaid, together with the unpaid interest accrued to the date of such prepayment, plus said prepayment premium of 1%. On or after October 1, 2029, and upon at least thirty (30) days' prior written notice to the Owner, this Note shall be subject to prepayment at the option of the Issuer in whole or in part on any payment date with no penalty or premium, together with the unpaid interest accrued to the date of such prepayment. Any partial prepayment shall (i) occur no more than once during any consecutive 12-month period, (ii) be in a principal amount of not less than \$250,000; and (iii) be applied to the then remaining principal repayment schedule in inverse order of installments coming due.

A final payment in the amount of the entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution hereinafter defined) the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

No presentment or delivery shall be required for partial prepayment or for interest or principal installment payments on this Note.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR USE OR APPLICATION OF AD VALOREM TAX REVENUES OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to the Constitution of the State of Florida, Chapter 166, Florida Statutes, Chapter 163, Part III, Florida Statutes (as to the authorized use of proceeds only), the Charter of the Issuer, an ordinance enacted by the City Council of the Issuer on May 6, 2025, and other applicable provisions of law, and a resolution adopted by the City Council of the Issuer on May 6, 2025, as from time to time amended and supplemented (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including without limitation remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem

Revenues of the Issuer, and a pledge of and lien upon the Pledged Revenues, on parity and equal status with the Issuer's Taxable Non-Ad Valorem Revenue Note, Series 2025B, in the manner and to the extent described in the Resolution.

This Note may be exchanged or transferred by the Owner hereof to any Permitted Lender but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of New Port Richey, Florida has caused this Note to be executed in its name by the manual signature of its Mayor, attested by the manual signature of its City Clerk and approved as to form and correctness by its City Attorney, and its seal to be impressed hereon, all as of this 9th day of May, 2025.

CITY OF NEW PORT RICHEY, FLORIDA

(SEAL)

By: _____
Name: Alfred C. Davis
Title: Mayor

ATTEST:

By: _____
Name: Judy Meyers, MMC
Title: City Clerk

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

By: _____
Name: Timothy P. Driscoll
Title: City Attorney

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE the within Series 2025A Note and does hereby irrevocably constitute
and appoint _____
as his agent to transfer the Series 2025A Note on the books kept for registration thereof, with
full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed
by an institution which is a participant
Registered in the Securities Transfer Agent
within Medallion Program (STAMP) or
alternation or similar program.

NOTICE: The signature to this assignment
must correspond with the name of the
Owner as it appears upon the face of the
Note in every particular, without
enlargement or change whatever.

(Authorized Officer)

EXHIBIT A-2

[FORM OF SERIES 2025B NOTE]

May 9, 2025

\$5,556,000

CITY OF NEW PORT RICHEY, FLORIDA
TAXABLE NON-AD VALOREM REVENUE NOTE,
SERIES 2025B

Maturity Date: October 1, 2028

KNOW ALL MEN BY THESE PRESENTS that the City of New Port Richey, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Webster Bank, National Association or registered assigns (hereinafter, the "Owner"), the principal amount of \$5,556,000, together with interest at the Series 2025B Interest Rate. The Issuer shall pay interest upon the unpaid principal balance of this Note at the Series 2025B Interest Rate. Interest shall be calculated on a 30/360-day basis. This Note shall have a final maturity date of October 1, 2028 (the "Maturity Date").

"Series 2025B Interest Rate" means an initial per annum rate equal to 4.760% subject to adjustment as provided herein.

Principal of and interest on this Note is payable in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing.

The Issuer promises to pay the Owner interest on the principal amount outstanding hereunder from the date of this Note at the Series 2025B Interest Rate, but in no event shall it exceed the maximum interest rate permitted by applicable law. Such interest shall be paid on a semi-annual basis, commencing October 1, 2025, and on each April 1 and October 1 thereafter until the Maturity Date.

Principal on this Note shall amortize on the following dates and in the following amounts:

<u>DATES</u>	<u>AMOUNTS</u>
10/01/2025	\$1,641,000
10/01/2026	1,678,000
10/01/2027	1,659,000
10/01/2028	578,000

This Note shall not be prepayable prior to October 1, 2027. On October 1, 2027 through and including September 30, 2028, and upon at least thirty (30) days' prior written notice to the Owner, this Note shall be subject to prepayment at the option of the Issuer in whole or in part on any payment date with a prepayment premium of 1%, by paying to the Owner the principal amount on this Note being prepaid, together with the unpaid interest accrued to the date of such prepayment, plus said prepayment premium of 1%. On or after October 1, 2028 and upon at least thirty (30) days' prior written notice to the Owner, this Note shall be subject to prepayment at the option of the Issuer in whole or in part on any payment date with no penalty or premium, together with the unpaid interest accrued to the date of such prepayment. Any partial prepayment shall (i) occur no more than once during any consecutive 12-month period, (ii) be in a principal amount of not less than \$250,000; and (iii) be applied to the then remaining principal repayment schedule in inverse order of installments coming due.

A final payment in the amount of the entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution hereinafter defined) the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

No presentment or delivery shall be required for partial prepayment or for interest or principal installment payments on this Note.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR USE OR APPLICATION OF AD VALOREM TAX REVENUES OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to the Constitution of the State of Florida, Chapter 166, Florida Statutes, Chapter 163, Part III, Florida Statutes (as to the authorized use of proceeds only), the Charter of the Issuer, an ordinance enacted by the City Council of the Issuer on May 6, 2025, and other applicable provisions of law, and a resolution adopted by the City Council of the Issuer on May 6, 2025, as from time to time amended and supplemented (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms,

conditions and provisions of the Resolution including without limitation remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of and lien upon the Pledged Revenues, on parity and equal status with the Issuer's Tax-Exempt Non-Ad Valorem Revenue Note, Series 2025A, in the manner and to the extent described in the Resolution.

This Note may be exchanged or transferred by the Owner hereof to any Permitted Lender but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of New Port Richey, Florida has caused this Note to be executed in its name by the manual signature of its Mayor, attested by the manual signature of its City Clerk and approved as to form and correctness by its City Attorney, and its seal to be impressed hereon, all as of this 9th day of May, 2025.

CITY OF NEW PORT RICHEY, FLORIDA

(SEAL)

By:_____

Name: Alfred C. Davis

Title: Mayor

ATTEST:

By:_____

Name: Judy Meyers, MMC

Title: City Clerk

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

By:_____

Name: Timothy P. Driscoll

Title: City Attorney

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE the within Series 2025B Note and does hereby irrevocably constitute
and appoint _____
as his agent to transfer the Series 2025B Note on the books kept for registration thereof, with full
power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed
by an institution which is a participant
Registered in the Securities Transfer Agent
within Medallion Program (STAMP) or
alternation or similar program.

NOTICE: The signature to this assignment
must correspond with the name of the
Owner as it appears upon the face of the
Note in every particular, without
enlargement or change whatever.

(Authorized Officer)

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify that Webster Bank, National Association (the “Lender”) is making a loan to the City of New Port Richey, Florida (the “Issuer”), evidenced by the Issuer’s \$3,273,000 Tax-Exempt Non-Ad Valorem Revenue Note, Series 2025A (the “Series 2025A Note”), and \$5,556,000 Taxable Non-Ad Valorem Revenue Note, Series 2025B (the “Series 2025B Note,” and together with the Series 2025A Note, the “Notes”). The Lender has not required the Issuer to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the Notes, and no inference should be drawn that the Lender, in the acceptance of the Notes, is relying on Bond Counsel or the Issuer Attorney as to any such matters other than the legal opinions rendered by Bond Counsel, Bryant Miller Olive P.A. and by the City Attorney. We have made such independent investigation of the source of security for the Notes as we, in the exercise of sound business judgment consider to be appropriate under the circumstances. We have received all financial and other information regarding the Issuer that we have requested and which we consider relevant or necessary to make an informed decision to purchase the Notes. We have made our own inquiry into the creditworthiness of the Issuer, we have received all the information that we have requested from the Issuer or any agents or representatives thereof, and we have been afforded a reasonable opportunity to ask questions about the terms and conditions of the offering, the Notes, the source of security, and the Issuer.

We have sufficient knowledge and experience in the financial and business matters, including the purchase and ownership of tax-exempt and taxable obligations, to be capable of evaluating the merits and risks of our purchase of the Notes. We are able to bear the economic risk of our purchase of the Notes.

Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution duly adopted by the City Council of the Issuer on May 6, 2025, as amended and supplemented from time to time (the “Resolution”).

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the “1939 Act”), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and we are making the loan and purchasing the Notes for our own account and not with a present view to a resale or other distribution to the public. We intend to hold the Notes to the earlier of maturity or prepayment; provided, however, that we intend to sell a 100% participation interest in the Series 2025A Note

to a wholly-owned affiliate of the Lender on the date hereof, at par.

We understand that the Notes may only be transferred to a Permitted Lender (as defined herein), each in whole and not in part, and denominations not less than \$100,000 (or the total principal amount outstanding if less than \$100,000).

"Permitted Lender" shall mean (a) any affiliate of the Lender or (b) a bank, trust company, savings institution, insurance company, "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 ("1933 Act") or "accredited investor" under Rule 501(a) of Regulation D as promulgated under the 1933 Act, or their affiliates.

We are a bank as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Notes for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We understand that the Notes are not municipal securities and that, unless otherwise required, no filing will be made with respect to the Notes with EMMA, the Municipal Securities Rulemaking Boards continuing disclosure site.

We understand that there will be no CUSIP Number obtained for the Notes and that there will be no credit rating obtained for the Notes.

The Lender and the participation interest transferee referred to above is an "accredited investor" within the meaning of Rule 501(a) promulgated under the 1933 Act.

The representations in this Certificate shall not relieve the Issuer from any obligation to disclose any information required by the Resolution or as required by applicable law.

This Certificate is expressly for the benefit of the Issuer and may not be relied upon by any other party.

[Remainder of page intentionally left blank]

DATED this 9th of May, 2025.

WEBSTER BANK, NATIONAL ASSOCIATION

By:_____

Name: Kevin C. King

Title: Senior Managing Director

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, Webster Bank, National Association (the "Lender"), proposes to negotiate with the City of New Port Richey, Florida (the "Issuer"), for the extension of a loan to the Issuer through the private purchase of its \$3,273,000 Tax Exempt Non-Ad Valorem Revenue Note, Series 2025A (the "Series 2025A Note") and its \$5,556,000 Taxable Non-Ad Valorem Revenue Note, Series 2025B (the "Series 2025B Note," and together with the Series 2025A Note, the "Notes"). Prior to the award of the Notes, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with the issuance of the Notes (such fees and expenses to be paid by the Issuer):

Gilmore & Bell, P.C.
Lender Counsel Fee -- \$7,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Notes to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Notes by the Lender.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Notes are being issued primarily by the Issuer to finance the cost of various capital improvements within the City of New Port Richey, Florida, to finance the acquisition of real property within the City of New Port Richey, Florida, and to pay associated costs of issuance.

Unless earlier prepaid by the Issuer prior to its scheduled maturity date, the Series 2025A Note is expected to be repaid on October 1, 2029. Based solely on calculations provided by Ford & Associates, Inc., the Issuer's financial advisor at an initial fixed interest rate of 3.745% (which assumes that the interest rate is never adjusted during the life of the Series 2025A Note), total interest paid over the life of the Series 2025A Note is estimated to be \$483,929.55.

Unless earlier prepaid by the Issuer prior to its scheduled maturity date, the Series 2025B Note is expected to be repaid on October 1, 2028. Based solely on calculations provided by Ford & Associates, Inc., the Issuer's financial advisor at an initial fixed interest rate of 4.760% (which assumes that the interest rate is never adjusted during the life of the Series 2025B Note), total interest paid over the life of the Series 2025B Note is estimated to be \$424,664.99.

The principal of and interest on the Notes will be payable solely from the Pledged Revenues as described in a resolution adopted by the City Council of the Issuer on May 6, 2025 (the "Resolution"). See the Resolution for a definition of Pledged Revenues. Based on the above assumptions, issuance of the Series 2025A Note is estimated to result in an annual average amount of approximately \$854,927.08 of Pledged Revenues of the Issuer not being available to finance the other services of the Issuer during the life of the Series A Note, and issuance of the Series 2025B Note is estimated to result in an annual average amount of approximately \$1,761,898.03 of Pledged Revenues of the Issuer not being available to finance the other services of the Issuer during the life of the Series 2025B Note. The representations in this paragraph are provided pursuant to Section 218.385, Florida Statutes for informational purposes only, and shall not affect the actual terms and conditions of the Notes.

6. The name and address of the Lender is as follows:

Webster Bank, National Association
200 Elm Street
Stamford, CT 06901
Attention: Public Sector Finance

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 9th day of May, 2025.

WEBSTER BANK, NATIONAL ASSOCIATION

By:_____

Name: Kevin C. King

Title: Senior Managing Director

EXHIBIT D

**FORM OF AMENDED AND RESTATED
DEBT SERVICE REIMBURSEMENT INTERLOCAL AGREEMENT**

**AMENDED AND RESTATED
DEBT SERVICE REIMBURSEMENT INTERLOCAL AGREEMENT
BETWEEN
CITY OF NEW PORT RICHEY, FLORIDA
AND
THE CITY OF NEW PORT RICHEY, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY**

This Amended and Restated Debt Service Reimbursement Interlocal Agreement (the "Agreement") is entered into as of the 9th day of May, 2025, by and between the CITY OF NEW PORT RICHEY, FLORIDA, a Florida municipal corporation (the "City"), and THE CITY OF NEW PORT RICHEY, FLORIDA COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic (the "Community Redevelopment Agency").

WITNESSETH:

WHEREAS, the City Council of the City created the Community Redevelopment Agency on November 15, 1988, by adopting Resolution No. 88-26 and established the funding of a Redevelopment Trust Fund through the enactment of Ordinance No. 1202 on June 29, 1989, as amended and supplemented from time to time (collectively, the "Trust Fund Ordinance") for the purpose of carrying out redevelopment pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, the City has found areas within its boundaries to be blighted, and in need of redevelopment; and

WHEREAS, the relevant blighted areas for purposes of this Agreement is known as the "Community Redevelopment Area" as designated by Resolution No. 89-7 adopted by the City Council of the City on June 20, 1989; and

WHEREAS, the City has adopted a community redevelopment plan for redevelopment of the Community Redevelopment Area (as amended from time to time, the "Redevelopment Work Plan"); and

WHEREAS, the City amended the "Community Redevelopment Area" by Resolution 01-05 adopted by the City Council of the City on June 5, 2001, and Resolution No. 2020-28 adopted by the City Council of the City on July 7, 2020; and

WHEREAS, such community redevelopment plan does not expire until September 30, 2049, which is after the final maturity of the City of New Port Richey, Florida Tax-Exempt Non-Ad Valorem Revenue Note, Series 2025A (the "2025A Note") and City of New Port Richey, Florida Taxable Non-Ad Valorem Revenue Note, Series 2025B (the "2025B Note") (collectively, the "2025 Notes"); and

WHEREAS, the City has expended resources from its General Fund in furtherance of community redevelopment, and to assist the Community Redevelopment Agency in carrying out its responsibilities; and

WHEREAS, the City previously issued its Non-Ad Valorem Refunding Revenue Note, Series 2016 (the "2016 Note"); and

WHEREAS, the City previously issued its Taxable Non-Ad Valorem Revenue Note, Series 2020A and its Tax-Exempt Non-Ad Valorem Revenue Note, Series 2020B (collectively, the "2020 Notes"); and

WHEREAS, a portion of the 2020 Notes was allocable to a City-owned parking garage (the "CRA Portion of the 2020 Notes"); and

WHEREAS, the City and the Community Redevelopment Agency entered into an Interlocal Agreement dated as of July 21, 2010 (the "2010 Interlocal Agreement"), and the City and the Community Redevelopment Agency entered into an Amended and Restated Interlocal Agreement dated as of July 18, 2012 (the "2012 Interlocal Agreement") which amended and restated the 2010 Interlocal Agreement in its entirety, and the City and the Community Redevelopment Agency entered into an Amended and Restated Interlocal Agreement dated as of January 25, 2016 (the "2016 Interlocal Agreement") which amended and restated the 2012 Interlocal Agreement in its entirety and in connection with the issuance of the 2020 Notes and the City and the Community Redevelopment Agency entered into an Amended and Restated Interlocal Agreement dated as of November 10, 2020 (the "2020 Interlocal Agreement") which amended and restated the 2016 Interlocal Agreement in its entirety; and

WHEREAS, on the date hereof, pursuant to an ordinance enacted by the City Council of the City (the "City Council") on May 6, 2025, as supplemented by resolution (collectively, the "Ordinance"), the City is issuing the 2025A Note to finance the costs of various capital improvement projects and the City is issuing the 2025B Note to finance the acquisition of real property within the City, each of which are projects that are within the Redevelopment Area of the City of New Port Richey, Florida Community Redevelopment Agency and are described in the Redevelopment Work Plan; and

WHEREAS, as a result of the City's issuance of the 2025 Notes by the City on behalf of the Community Redevelopment Agency, the City hereby amends and restates the 2022 Interlocal Agreement in its entirety; and

WHEREAS, pursuant to the Ordinance, the 2025 Notes are payable solely from Pledged Revenues (as such term is defined in the Ordinance); and

WHEREAS, the obligations of the Community Redevelopment Agency with respect to the 2025 Notes will be on parity and equal status with the obligations of the Community Redevelopment Agency with respect to the 2016 Note and the CRA Portion of the 2020 Notes; and

WHEREAS, on November 10, 2020, the parties hereto entered into an Amended and Restated Advance Reimbursement Interlocal Agreement (the "Advance Reimbursement Interlocal Agreement") whereby the Community Redevelopment Agency agreed to reimburse the City for such costs incurred by the City on behalf of the Community Redevelopment Agency in furtherance of community redevelopment, which financial obligation is treated as indebtedness for purposes of applicable law; and

WHEREAS, this Agreement constitutes the "Original Interlocal Agreement" for all intents and purposes pursuant to the Advance Reimbursement Interlocal Agreement; and

WHEREAS, the provisions of this Agreement and the obligations of the Community Redevelopment Agency hereunder shall be senior and superior in all respects to the rights of the City to receive tax increment revenues pursuant to the Advance Reimbursement Interlocal Agreement; and

WHEREAS, except with regard to the Community Redevelopment Agency's obligations pursuant to the Advance Reimbursement Interlocal Agreement, tax increment revenues are not subject to any other pledge or lien, and are free from all encumbrances; and

WHEREAS, the parties hereto desire to memorialize the terms under which the Community Redevelopment Agency shall reimburse the City for costs incurred by the City in furtherance of community redevelopment.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The above set forth recitals are hereby incorporated into the terms of this Agreement.

2. Obligation to Repay City. To the extent permitted by the Redevelopment Act, the Community Redevelopment Agency shall reimburse the City for all costs incurred by the City on behalf of the Community Redevelopment Agency in connection with the issuance of the

2016 Note, the CRA Portion of the 2020 Notes, and the 2025 Notes as described in Section 3.C. hereof. In the event tax increment revenues are not sufficient to immediately reimburse the City for these payments, then, in addition to the amounts due the City as described in the immediately preceding sentence, the Community Redevelopment Agency shall pay the same interest rates due on the 2016 Note, the CRA Portion of the 2020 Notes, and the 2025 Notes on amounts paid by the City from the date paid by the City until and including the date reimbursed by the Community Redevelopment Agency.

The Community Redevelopment Agency shall have no repayment obligations hereunder with respect to the portion of the 2020 Notes which are allocable to the fire station capital project or the library renovation capital project, which capital projects are also financed with a portion of the proceeds of the 2020 Notes.

3. Financing.

A. The City issued the 2016 Note, the CRA Portion of the 2020 Notes and the 2025 Notes, and financing, amongst other capital projects, the costs of the acquisition, construction, and/or equipping of various capital improvements and the acquisition of real property within the Redevelopment Area of the City of New Port Richey, Florida Community Redevelopment Agency as described in the Redevelopment Work Plan, as amended from time to time, including without limitation the acquisition of an office building. The debt service on the 2016 Note, the CRA Portion of the 2020 Notes, and the 2025 Notes, is not secured by any amounts pledged to the City hereunder.

B. In consideration of the payment of the tax increment revenues by the Community Redevelopment Agency to the City to pay the 2016 Note, the CRA Portion of the 2020 Notes, and the 2025 Notes, the City has authorized the issuance of the 2016 Note, the CRA Portion of the 2020 Notes, and the 2025 Notes.

C. Upon execution of this Agreement the Community Redevelopment Agency shall immediately deposit or cause to be deposited tax increment revenues received by the Community Redevelopment Agency with the City in amounts sufficient to pay the following (the "CRA Obligations"):

(i) all amounts paid or payable pursuant to the Ordinance, by reason of the issuance of the 2016 Note, the CRA Portion of the 2020 Notes, and the 2025 Notes, including without limitation the costs of issuing the 2016 Note, the CRA Portion of the 2020 Notes and the 2025 Notes, and;

(ii) all amounts necessary to reimburse the City for amounts expended by it to pay any of the items mentioned in clause (i) above and any interest thereon as prescribed in Section 2 hereof.

The obligation to transfer the tax increment revenues to the City to pay the CRA Obligations specified in clauses (i) and (ii) above shall survive the date on which the 2016 Note, the CRA Portion of the 2020 Notes, and the 2025 Notes are no longer due and owing.

Any amounts received by the Community Redevelopment Agency in excess of the amount necessary to pay the CRA Obligations set forth above may be retained by the Community Redevelopment Agency and used for any lawful purpose of the Community Redevelopment Agency.

D. In order to secure its indebtedness to the City for the CRA Obligations, the Community Redevelopment Agency hereby pledges to the City the tax increment revenues which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax increment revenues which derive from any other redevelopment areas subsequently established by the Community Redevelopment Agency are not pledged in any manner to secure the CRA Obligations.

E. The Community Redevelopment Agency shall not pledge tax increment revenues to any entity other than the City, without the prior written consent of the owner or owners of the 2016 Note. The City shall not pledge amounts received pursuant to this Agreement to any entity, without the prior written consent of the owner or owners of the 2016 Note. The City and the Community Redevelopment Agency shall not amend (i) this Section 3.E in any manner, or (ii) any other provision of this Agreement in a manner that would reduce transfers from the Community Redevelopment Agency to the City, if such reduction would cause the City to drop below the 1.50 times coverage requirement described in Section 17.B. of Resolution No. 2016-06 adopted by the City Council of the City on January 19, 2016, in either case, without the prior written consent of the owner or owners of the 2016 Note. Notwithstanding anything herein to the contrary, tax increment revenues and/or amounts payable hereunder to the City are not pledged in favor of the owner or owners of the 2016 Note, the CRA Portion of the 2020 Notes or the 2025 Notes. The owner or owners of the 2016 Note are third party beneficiaries of this Agreement.

F. The Community Redevelopment Agency is presently entitled to receive the tax increment revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such tax increment revenues, and the Community Redevelopment Agency will diligently enforce the obligation of any "Taxing Authority" (as defined in Section 163.340(2), Florida Statutes) to appropriate its proportionate share of the tax increment revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such tax increment revenues, impair or adversely affect in any manner the deposit of such tax increment revenues in the Redevelopment Trust Fund, or the pledge of such tax increment revenues hereby to the extent as described herein. The Community Redevelopment

Agency and the City shall be unconditionally and irrevocably obligated so long as the 2016 Note, the CRA Portion of the 2020 Notes, and/or the 2025 Notes are outstanding, and until the payment in full by the Community Redevelopment Agency of its indebtedness to the City for the CRA Obligations, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the tax increment revenues as now or later required by law, and to make or cause to be made any deposits of tax increment revenues or other funds required by this Agreement.

G. The Community Redevelopment Agency does hereby authorize and consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund, and any and all moneys therein, by the City for the purpose provided in the Ordinance and this Agreement, including payment of the CRA Obligations.

4. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

5. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

7. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

8. City Council Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement the 2016 Note, the CRA Portion of the 2020 Notes, or the 2025 Notes or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members of the City, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members of the City, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Council member of the City, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the 2025 Notes, on the part of the City.

9. Board Members of the Community Redevelopment Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement the 2016 Note, the CRA Portion of the 2020 Notes, or the 2025 Notes or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Community Redevelopment Agency, as such, of the Community Redevelopment Agency, past, present or future, either directly or through the Community Redevelopment Agency it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the Community Redevelopment Agency, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Community Redevelopment Agency, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement.

10. Obligations Limited. By execution of this Agreement, the Community Redevelopment Agency hereby consents to all the provisions hereof. The obligation to pay to the City the CRA Obligations shall not be deemed to constitute a debt of the Community Redevelopment Agency or a pledge of the faith and credit of the Community Redevelopment Agency, but subject to Section 3.F. hereof, such CRA Obligations shall be payable from and secured solely by the tax increment revenues to be received by the Community Redevelopment Agency pursuant to the Redevelopment Act. The Community Redevelopment Agency has no taxing power.

11. Eligibility to Receive Tax Increment Revenues. The Community Redevelopment Agency shall comply with all applicable requirements set forth in the Redevelopment Act which are necessary in order for it to receive tax increment revenues and shall take all lawful action necessary or required to continue to receive such tax increment revenues so long as the 2016 Note, the CRA Portion of the 2020 Notes, and the 2025 Notes are outstanding and shall not allow an impairment of its receipt of the tax increment revenues to the detriment of the City or the owner or owners of the 2016 Note, the CRA Portion of the 2020 Notes, and the 2025 Notes.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed hereto.

Date: May 9, 2025

CITY OF NEW PORT RICHEY, FLORIDA

[Seal]

Alfred C. Davis
Mayor

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS:

Judy Meyers, MMC
City Clerk

Timothy P. Driscoll
City Attorney

[Seal]

THE CITY OF NEW PORT RICHEY,
FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

Alfred C. Davis
Chairman

Judy Meyers, MMC
City Clerk - Secretary

APPROVED AS TO FORM AND
CORRECTNESS:

Timothy P. Driscoll
General Counsel



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: 5/6/2025

RE: Ratification of the Initial Collective Bargaining Agreement between the City and IAFF, Local 1158 (District Chief Unit)

REQUEST:
The request before City Council is to vote affirmatively in favor of ratifying the proposed, initial Collective Bargaining Agreement reached for FY 2024-2025 between the City of New Port Richey and the International Association of Firefighters (IAFF), Local 1158 representing the District Chief Unit.

DISCUSSION:
After relatively few negotiation meetings with the District Chiefs, Staff is pleased to present to you the proposed, initial Collective Bargaining Agreement that has been reached between the City and the IAFF (District Chief Unit) for FY 2024-2025.

The following highlights several of the key items that have been agreed upon by the Union and the City's negotiating teams. The items are as follows:

Grievance Procedure:
Arbitration will not be utilized for terminations, demotions or suspensions. City policy and procedures will be followed for such actions.

Wages and Compensation:
For Fiscal Year 2024-2025, the salary steps reflected in Article IX of the Collective Bargaining Agreement shall be as follows:
District Chief Probationary = \$98,820/yr.
District Chief I = \$100,796/yr.
District Chief II = \$103,820/yr.
District Chief III = \$106,934/yr.
District Chief IV = \$110,143/yr.
District Chief V = \$ 113,447/yr.

Current District Chiefs will be placed at a District Chief I salary level.
3-year contract with an annual wage re-opener.

Career Ladder:
District Chief Career Ladder

<u>Designation Information</u>	<u>Time Requirements</u>	<u>Educational Requirements</u>	<u>Testing</u>
Probationary completion of probation	Same as Prob Capt.	Same as Prob Capt.	Successful
District Chief I	Completion of Probation	Blue Card & Incident Safety	Task Book

District Chief II	3 years as a DC I	Health & Safety Officer	Officer Certification
District Chief III	3 years as a DC II	Safety Officer Certification	Task Book
District Chief IV	3 years as a DC III	Fire Officer III Certification	State Exam
District Chief V	3 years as a DC IV	Fire Officer IV Certification	State Exam

*A current District Chief must remain in the District Chief I classification for at least 1 year to complete any incomplete educational requirements.

A current District Chief will be permitted to move to the District II level when they meet the educational requirements for the DC II level. The 3-year time requirement will be waived for a current District Chief to move to the DC II level only.*

RECOMMENDATION:

The recommendation from Staff is for City Council to vote in favor and ratify the proposed, initial Collective Bargaining Agreement reached with the IAFF, Local 1158 for the District Chief Unit.

BUDGET/FISCAL IMPACT:

The financial impact associated with this agenda item was anticipated and accounted for in the FY 2024-2025 Budget. Based on the timing of this agreement's approval, there are no additional funds or amendments necessary to the FY 2024-2025 Budget to fund this item.

ATTACHMENTS:

Description	Type
▣ IAFF, Local 1158 (District Chief Unit) Collect Bargaining Agreement 2024-2027	Backup Material

Agreement
Between
The City of
New Port Richey
And
I.A.F.F.
Local 1158
(District Chief Unit)

For Fiscal Years

2024-2025

2025-2026

2026-2027

PREAMBLE

This Agreement is entered into by the City of New Port Richey hereinafter referred to as the “Employer” and Clearwater Firefighters Inc., Local 1158 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the “Union,” for the purpose of promoting harmonious relations between the Employer and the Union, to establish an orderly and peaceful procedure to settle differences which might arise, and to set forth the basic and full agreement between the parties concerning wages, rates of pay, and other terms and conditions of employment.

ARTICLE 1
RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447.307, Florida Statutes.

INCLUDED: All regular full-time employees of the City of New Port Richey in the classification of District Chief.

EXCLUDED: All others employee of the City of New Port Richey.

Section 2. The IAFF hereby recognizes the City Manager or their representative as the Public Employer's representative for the purpose of collective bargaining.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. Management Rights

Florida Statute 447.209 shall govern this Agreement.

Section 2. Emergency Conditions

If it is determined that civil emergency conditions exist, and are declared, including, but not limited to, riots, civil disorders, strikes, hurricane conditions, or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City Manager during the term of the declared emergency, provided that wage rates and other direct monetary payments shall not be suspended.

Section 3. Arbitration

Nothing in this Article shall be subject to Arbitration.

ARTICLE 3

GRIEVANCE PROCEDURE

Section 1. A “grievance” shall be defined as any dispute involving the interpretation, application or alleged violation of a specific clause or provision of this Agreement. No other matter shall be considered a grievance or shall be the subject of arbitration.

All time limits in this article are binding and considered of the essence. If a grievance is not advanced to the next step by the grieving party in a timely manner as required by this article, it shall be considered waived at that step. If the responding party fails to respond in the required time limit, the grievance shall be automatically advanced to the next step. Time limits may be extended by mutual written consent between the appropriate parties at each step.

Section 2. An employee covered by this Agreement shall present their grievance within ten (10) business days of the day on which the grievance arose in the following manner:

Step 1:

An employee shall present their grievance in writing to the Assistant Fire Chief. The written grievance should set forth the following:

1. A statement of the grievance and the facts upon which it is based.
2. The alleged violations of this Agreement. (citing specific article(s) and/or section(s))
3. The remedy or adjustment requested.
4. The signature of the grievant.

The Assistant Fire Chief will discuss the grievance with the employee with or without a Union Steward present and give their answer, in writing, within ten (10) business days of receiving the written grievance from the submitting employee.

Step 2:

If the matter is not resolved, the employee may advance the grievance in writing to the Fire Chief or their designee within ten (10) business days after receiving the Assistant Fire Chief's step 1 answer. A meeting between the Fire Chief or their designee and the grieved employee with or without a Union Steward shall be held within ten (10) business days after the grievance is received by the Fire Chief or their designee. The Fire Chief or their designee shall give their written answer within ten (10) business days after meeting with the aggrieved employee.

Step 3:

If the matter is not resolved, the aggrieved employee may advance the grievance in writing to the City Manager within ten (10) business days after having received a written answer

from the Fire Chief. The City Manager or their designee shall give their answer within ten (10) business days after receiving the grievance.

Step 4:

If the matter is not resolved as provided in step 3, the Union shall within fifteen (15) business days of the City Manager's or designee's answer provide the City Manager written notice of the intent to arbitrate and request a Florida sub-regional list of seven (7) arbitrators to be provided by the Federal Mediation and Conciliation Services. After the receipt of the list, representatives of the parties shall select an arbitrator through alternate striking of the names on the list. A flip of the coin shall determine who shall strike the first name, and then the other party shall strike a name. The process shall then be repeated until one name remains and the remaining name shall be the arbitrator selected and the Federal Mediation and Conciliation Services shall be notified of their selection as arbitrator.

The Arbitrator's decision shall be final and binding as provided by law. The arbitrator's decision shall be given within thirty (30) calendar days after having received the arbitration briefs from Employer and the Union. The Arbitrator may not substitute their judgment for that of the Department, nor add to, delete from, modify or alter this contract.

Section 3. The costs of the arbitrator shall be borne equally by the parties, except that each party shall bear the costs of its attorneys and the cost of any transcripts desired by that party.

Section 4. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of a grievance arising under the terms and conditions of employment covered by this Agreement. Nothing in this Article shall be construed so as to prevent any employee from presenting, at any time, their own grievances, and having such grievances adjusted without the intervention of the bargaining agent. However, if an employee chooses to process their own grievance, the Union must be invited to attend any meeting where the resolution of the grievance may occur. (FS 447.301(4)).

Section 5. Newly hired probationary employees, and the Union on their behalf, shall not have access to this Grievance Procedure for any matter except for matters directly relating to the wages and benefits addressed in this Agreement.

Section 6. The Arbitrator shall be limited to considering only those issues and articles allegedly violated that are presented at the Step 3 level.

Section 7. Nothing contained herein shall prohibit the employee from utilizing the process included in the Personnel Rules and Regulations – Human Resources Policy Manual except that once an employee proceeds according to the steps in this Agreement they shall not have access to that procedure for the resolution of the grievance. The employee shall make their selection in writing at Step 1.

Section 8. Grievances arising out of discharge, demotion or suspension shall not be subject to the

grievance and arbitration process of this Agreement and can only be processed through the City's Personnel Rules and Regulations – Human Resources Policy Manual.

Section 9. For purpose of computing time limits herein, a business day shall be considered to include until 4:30 p.m. on any day during which the Administration office is open. The time limits for all Steps of this article shall include only days in which the administrative office is open. Grievances may be processed during working hours by the aggrieved employee and union steward with prior approval of the Fire Chief or their designee.

ARTICLE 4
NO STRIKE

Section 1. Florida Statute 447.505, 447.507 and 447.509 shall govern this Agreement.

Section 2. Should the Union or employees covered by this Agreement breach this Article, the City may then proceed against the Union as covered in State and Federal Law. The City would also be entitled to injunctive relief for the breach of this Article.

Section 3. Should any member of the bargaining unit be found guilty of conduct prohibited under Florida Statute 447.505 and/or 447.509, they shall be subject to dismissal, and it is expressly agreed that such violation constitutes just cause for dismissal.

Section 4. Nothing in this Article shall be subject to Arbitration.

ARTICLE 5

STEWARDS

Section 1. The Employer agrees to recognize one Union representative designated by the Union. The Union shall notify the Employer in writing of the name of the official bargaining unit representative.

Section 2. City work hours may be used by employees or Union Representative for the conduct of Union organized meetings or other types of Union Business if requested and approved by the Fire Chief or their designee.

ARTICLE 6
CHECK OFF

Section 1. Employees covered by this agreement may authorize payroll deductions for the purpose of paying Union dues. No authorization shall be allowed for the payment of initiation fees, assessments or fines.

Section 2. The Union will initially notify the Employer as to the amount of dues. Such notification will be certified to the Employer in writing signed by an authorized Officer of the Union. Changes in Union membership dues will be similarly certified to the Employer and shall be done at least one month in advance of the effective date of such change.

Section 3. Dues shall be deducted bi-weekly, and the funds deducted, minus service fee, shall be remitted to the Treasurer of the Union within thirty (30) days. The Union will indemnify, defend and hold the Employer harmless against any claim made and against any suits instituted against the Employer on account of payroll deduction of Union dues.

Section 4. In the event an employee's salary earnings within any pay period, after deductions for withholding, pension or social security, health and/or other standard deductions, are not sufficient to cover dues it will be the responsibility of the Union to collect its dues for that pay period from the employee.

Section 5. The Union agrees to pay the Employer a reasonable fee for the services of dues deduction and collection. The fee for dues deductions shall be twelve (\$0.12) cents per member per pay period for those who have authorized such deductions.

Section 6. The Union agrees to pay the Employer a reasonable fee for any changes in bargaining unit membership dues structure, at the rate of twelve (\$0.12) cents times the number of members having such deductions at the time of such change. In addition, a flat fee of twelve (\$12.00) dollars shall apply to any such change. A check to cover these fees shall accompany the letter of authorization requesting such change.

ARTICLE 7 **HOLIDAYS**

Section 1. The following legal holidays shall be observed on stipulated days recognized by the City:

New Year's Day	Martin Luther King Day
Good Friday	Memorial Day
Juneteenth	Independence Day
Labor Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

Four (4) Floating Holidays (8 Hours each) eligible after twelve (12) months of employment
One (1) Personal Leave Day (8 Hours) eligible after twelve (12) months of employment
One Additional Personal Leave Day (8 Hours) after five (5) year's seniority.

Section 2. Eligibility for Holiday Pay

- A. The above listed holidays shall be paid in the following manner: 24-hour shift employees working the holiday will be compensated with twelve (12) hours of straight time pay, those employees off duty shall receive eight (8) hours of straight time pay. 24-hour shift employees on scheduled leave on a designated holiday shall receive 8 hours of holiday pay and be charged their designated leave time. The 24-hour shift employee on leave will not receive the additional four (4) hour holiday pay for working that day
- B. 24-hour shift employees will receive holiday pay based on the actual holiday dates. 8- hour shift employees will receive holiday time (the day off) based on the observed holiday. The observed holiday, unless stipulated differently by the City for a specific holiday when a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday. The City agrees to publish a list of dates of designated holidays at the start of each calendar year.
- C. The City Manager shall determine when any department, operation or section or any portion thereof will be closed in observance of the holiday.
- D. An employee must be on active pay status for their entire scheduled hours of duty or work their normal scheduled hours, on their regularly scheduled working day immediately prior to a holiday and their regularly scheduled working day immediately following a holiday in order to qualify for holiday pay. The intent of this section is to minimize the amount of unscheduled absences immediately before and/or immediately following a holiday identified in Section 1 of this Article.
- E. Employees, who are scheduled and required by their supervisor to work on the day

observed as a holiday, must work that day to be eligible to earn holiday pay. An employee who is scheduled to work on the day observed as a holiday and reports sick on that day will be charged sick leave for the day and be ineligible for holiday pay for that day. An employee who takes a partial day off as sick leave shall have their holiday pay reduced on an hour for hour basis for any hours used as sick leave up to the full amount of holiday pay.

- F. Fire Department employees who are on military leave, jury duty, funeral leave or any other scheduled leave with pay shall receive holiday pay in lieu of any time off credit should the holiday occur during such leave.
- G. Employees working overtime on the observed holiday shall be eligible for up to four (4) additional holiday pay hours providing they meet the requirements of letter D and E in this section. If an employee does not meet the requirements of letter D and E and works the holiday they would not receive any holiday pay even though they worked overtime on the holiday. If an employee works a twelve (12) hour overtime shift (outside of their normally scheduled shift) on the holiday they shall receive two (2) additional hours of holiday pay. If an employee works the entire twenty-four (24) hour overtime shift (outside of their normally scheduled shift) they shall receive the additional four (4) hours of holiday pay. No other incremental hours shall be considered for additional holiday pay hours.

Section 3. Floating Holidays

- A. The employee will give seventy-two (72) hours' notice for the scheduling of Floating Holiday Time.
- B. Floating Holiday time must be scheduled in at least four (4) hour increments.
- C. Fire Chief or their designee(s) are responsible for the approval of floating holiday requests.

Section 4. Personal Leave

Personal Leave hours will be subtracted from annual sick leave. In the event an employee does not have credited sick leave hours, they shall not be eligible for personal leave until sufficient hours are accrued.

- A. Personal Leave shall not be accrued. Personal Leave must be used in the anniversary year in which it is earned or the hours will remain credited as sick leave hours.
- B. Use of Personal Leave will not affect the Medical Incentive Leave award.
- C. Personal Leave will be scheduled at least 72 hours in advance of the leave. Requests of emergency leave with less than 72 hours' notice may be granted by the Fire Chief or Assistant Chief.

D. Personal Leave is allowed to be taken in four (4) hour increments.

E. Fire Chief or their designee(s) are responsible for the approval of personal leave.

Section 5. Payment for Unused Leave

Employees who voluntarily leave employment (retirement, resignation) shall be reimbursed for unused accrued vacation time at the rates and manner as described in the City Rules and Regulations manual in effect at the time of ratification of this contract.

ARTICLE 8

VACATIONS

Section 1. Annual Vacation Leave Accrual Rate

- A.** Annual vacation leave will be accrued on a monthly basis and computed as of the anniversary date of the original hire of the employees covered by this contract who have been continuously employed from the date of employment or re-employment.
- B.** The vacation year shall be measured from October 1st to September 30th of the following year.

<u>Continuous Employment</u>	<u>Annual Accrual:</u>	<u>Monthly Accrual:</u>
Up to 5 years	6 shifts per year	12 hours per month
5-6 years	7 shifts per year	14 hours per month
6-10 years	8 shifts per year	16 hours per month
Over 10 years	9 shifts per year	18 hours per month

- C.** Paid annual vacation leave may not be taken during the first six (6) months of employment or re-employment, although it shall be accrued.

Section 2. Carry Over

- A.** It is the City's policy that employees be absent from the job for vacation (rest and relaxation) purposes at least once a year for a minimum of two (2) weeks. The Chief or their designees are responsible for the approval of employees for annual vacation leave purposes.
-
- B.** There shall be no carry-over of any annual vacation leave hours in excess of the employee's yearly accrual amount in accordance with the stated policy above in Section 1. If the employee needs to carryover vacation time that is above their accrual rate, a written request must be submitted to the Fire Chief no later than August 1 of the current fiscal year. Request must include the dates and reason for carryover. The City Manager may, at their sole discretion, consider approving any additional carry-over due to operational requirements and based on the individual employee's written request stating the reason why the additional carry-over of any hours should be considered.

Section 3. Usage

- A.** After completion of six (6) months of continuous service, employees shall be eligible to use annual vacation leave as accrued.

- B.** Annual vacation leave shall normally be granted for periods of not less than four (4) hours.
- C.** With the consent of the Department, vacation will be selected in accordance with Special Order 95-300-3.
- D.** The request for annual (vacation) leave shall be submitted in writing to the Chief or their designee not less than 72 hours prior to the beginning of the leave. Annual vacation leave may be taken only after the necessary approval is obtained.
- E.** If an emergency should arise requiring an employee to take annual vacation leave time for an emergency that does not allow for the 72-hour pre-approval time, said employee shall call the Assistant Chief or Fire Chief no later than 0630 hrs. and request unscheduled leave. The employee will justify the request to the Assistant Chief or Fire Chief who has the authority to grant or deny the request.
- F.** The City oversees the scheduling and approval of annual vacation leave and reserves the right to restrict the selection of certain days based on special activities. The City will make every effort to honor pre-approved leaves.

Section 4. Payment for Unused Leave

- A.** Employees who voluntarily leave City employment (retirement, resignation) shall receive all annual vacation leave earned and “on the books” as of the date of leaving, provided that a minimum of two (2) weeks’ notice of resignation is received by the Fire Department.
- B.** Employees who are terminated for just cause shall be eligible to receive payment for unused annual vacation leave.
- C.** Payment for accrued annual (vacation) leave shall not apply to employees having less than one (1) year of continuous employment. For annual vacation leave purposes, re-employment or re-instated employees shall be considered new employees.
- D.** Employees placed on lay-off status will receive pay for all accrued annual vacation leave up to the time of the layoff at their straight time hourly rate.
- E.** Employees who die while in the employ of the City shall have all of their accrued annual (vacation) leave paid to the spouse or estate as the case may be.
- F.** Employees shall not be paid for accrued annual vacation leave in lieu of taking such leave.
- G.** No annual vacation leave/vacation pay will be made during a work stoppage or strike.

- H.** For the purposes of this Article, payment for all annual vacation leave vacation time is based on the employee's regular straight time hour's rate. The straight time hourly rate is exclusive of any premiums, bonus or other type of incentive.

ARTICLE 9
WAGES and COMPENSATION

Section 1. Wages

A. Career Ladder Step Plan

Level	Salary
Probationary District Chief	\$98,820
District Chief I	\$100,796
District Chief II	\$103,820
District Chief III	\$106,934
District Chief IV	\$110,143
District Chief V	\$113,447

Effective the beginning of the first pay period after ratification of this Agreement by all parties, employees' salaries will be increased prospectively to the above salaries based on their levels as determined in Article 10 of this Agreement.

B. Level Increases

1. For Fiscal Year 2025-26, increases to each level, if any, will be established through reopener negotiations.
2. For Fiscal Year 2026-27, increases to each level, if any, will be established through reopener negotiations.
3. Should an employee receive less than a satisfactory annual evaluation on their annual review, then that employee shall be re-evaluated in 90 calendar days from the date of the annual review and then if found satisfactory shall be eligible for any wage increase at that time. If still found to be less than satisfactory, the employee shall not be eligible for a wage increase until their next annual evaluation.

Section 2. Additional Pay

- A. Any employee who successfully completes and becomes a State Certified Fire Inspector and are so designated by the Fire Chief, shall continue to be eligible to receive an additional \$1200 annually distributed as additional pay biweekly.
- B. Those employees who complete and maintain USAR (Urban Search and Rescue) certification shall continue to receive an additional \$25.00 per month while they maintain their certification and continue participation in the required training. Should they miss required training for a period of in excess of one month the pay shall cease until such training is made-up.

- a. Should an employee need to schedule make-up training other than that provided by the department, the employee may be responsible for that training and may not be eligible for compensation.
- C. The Department shall continue to pay to employees who are State Certified as a Paramedic \$1800.00 annually, such payment to be paid incrementally on a bi-weekly basis and shall be pension eligible earnings. Paramedic's eligibility to receive "Paramedic Compensation" shall be determined by the Fire Chief and shall be based on the paramedic's ability to function as a paramedic as determined by the EMS Coordinator.
- D. The City shall pay Fifty Dollars (\$50.00) per month for an employee designated as Breathing Apparatus Repair Coordinator.
 - a. Coordinator positions shall be re-evaluated annually and may be re-assigned, re-titled or eliminated by the Fire Chief if it is determined that the Department's need for the position has changed. Should the Fire Chief decide that it is necessary to change, eliminate, or remove the employee from the position, employee will be given 30 days' notice if possible.

Section 3. Clothing Allowance

The Employer shall provide an annual allowance of \$650.00 for repair, replacement and servicing clothing articles. The City agrees to pay this as per current practice.

Section 4. Christmas or Holiday Bonus

Members of the bargaining unit are eligible for any discretionary Christmas or holiday bonus that may be given to other employees.

ARTICLE 10
PERSONNEL PRACTICES

Section 1. Career Ladder Program

A. District Chief Career Ladder

Level	Time Requirements	Educational Requirements	Testing Information
Probationary District Chief	Same as Probationary Captain	Same as Probationary Captain	Successful Completion of Probation
District Chief I	Completion of Probation	Blue Card & Incident Safety Officer Cert.	Task Book
District Chief II	3 Years as a DC I	Health & Safety Officer	Task Book
District Chief III	3 Years as a DC II	Safety Officer Cert.	State Exam
District Chief IV	3 Years as a DC III	Fire Officer III Cert.	State Exam
District Chief V	3 Years as a DC IV	Fire Officer IV Cert.	State Exam

- B. Career Ladder levels be attained upon completion of the requisite time and educational requirements. Each required class shall be pre-approved by the Fire Chief for a ladder advancement.
- C. The responsibility for scheduling career ladder exams rests with the employee.
- D. Employees must schedule Career Ladder Program Examinations to be taken prior to their anniversary date.
- E. Effective the beginning of the first pay period after ratification of this Agreement, the current District Chiefs as of that date shall be placed in the District Chief I level. Such District Chiefs who do not meet the educational and/or testing requirements for District Chief I shall be required to complete those requirements, along with the District Chief II requirements, to move to District Chief II. Additionally, the current District Chiefs will only be required to serve as a District Chief for one (1) year before being eligible to move to District Chief II.
- F. Evaluations by the Fire Chief or Assistant Chief will be required for all career ladder advancement.

ARTICLE 11
POSTING OF AGREEMENT

The City will provide a digital copy of this Agreement, placed on a shared drive. One (1) printed copy will be posted at each Station. The city will provide one (1) digital copy of this Agreement to be emailed to each employee in the bargaining unit.

ARTICLE 12
BULLETIN BOARDS

Section 1. District Chiefs may use the Union Bulletin Board provided under the non-supervisory collective bargaining agreement.

ARTICLE 13

WORK SCHEDULE

Section 1. Shifts for District Chief shall start at 0730 hours, and end at 0730 hours, the following morning. Shifts shall consist of three (3): “A”, “B”, “C.”

A. Each of which will work in a rotation of 24 hours on duty and 48 hours off duty.

B. This is recognized as a 56-hour workweek.

Section 2. Notwithstanding any provisions to the contrary, the employer retains the right to adjust work schedules; provided however, that no work schedule shall be adjusted arbitrarily or capriciously; and provided further, prior to making such change, the Employer shall provide the Union with not less than fourteen (14) calendar days’ notice, unless the giving of such notice is not possible given the circumstances of the situation.

Section 3. FLSA Status

District Chiefs shall continue to be overtime-exempt.

Section 4. District Chiefs may exchange duty time under the following conditions:

A. The person filling in is acceptable to the Assistant Chief prior to the change.

B. All exchanges shall be in accordance with FLSA.

C. The person desiring the change shall notify the Assistant Chief of the anticipated change not less than 72 hours prior to the start of the anticipated change unless such exchange arises under emergency situations. Notification shall be a completed exchange request submitted to the Assistant Chief no less than 72 hours in advance. An incomplete request or a late request will not be approved. Any exception to this rule shall only be granted by the Fire Chief.

D. No person may be allowed to exchange more than 24 consecutive hours.

E. The employee working the exchange time will be covered by all applicable benefits in case of injury while filling in, but will not receive pay for this period.

F. If the person agreeing to loan or fill in time is sick or fails to appear for the exchange, their annual (vacation) leave account will be charged for the actual expense incurred by the employer in filling in for the employee who is sick or fails to appear at the current accepted pay increments.

G. The person agreeing to fill in for another employee is obligated to remain on duty in the absence of the person with whom the exchange is made.

- H.** Notwithstanding any provisions to the contrary above, the Employer shall not be required to allow any exchange if doing so would impose upon the Employer liability for any additional overtime compensation in excess of what the persons may otherwise be entitled.
- I.** Time exchange may not be less than four (4) hours.
- J.** Employees may not exchange more than a total of one hundred and eighty (180) hours, (initial request) in a fiscal year unless approved by the Fire Chief.

Exception:

District Chiefs may exceed this amount (initial request) if the shift trade request is for school (refer to paragraph “Q” this section). Simple submission of request shall not be considered approval of the Fire Chief. Fire Department approved classes and seminars, or other shift exchanges that are deemed to be in the best interest of the department shall not be counted against this time.

- K.** It shall be the Assistant Chief’s responsibility to track the number of hours exchanged each year.
- L.** Employees will use the following guidelines when using trade time:

District Chief with District Chief
- M.** At no time shall time exchange create a reduction in service. This shall include but not be limited to placing an ALS vehicle out of service.
- N.** The Fire Chief or their designee may allow “out of grade” exchanges if they feel it will not create a reduction in service or it is felt to be in the best interest of the Department to allow said exchanges.
- O.** Compensating a fellow bargaining unit member who accepts a trade with anything other than fulfilling the trade by working for that bargaining unit member is strictly prohibited. Such action will be grounds for discipline up to and including termination.
- P.** All shift trade paybacks are to be completed within the same fiscal year as the original request.
- Q.** If the shift trade is for job-related training, the District Chief requesting shift trade must provide the Assistant Chief with evidence of enrollment for the school, seminar, etc. Acceptable forms of enrollment include, but are not limited to, registration payment receipt and/or tuition payment receipt. Upon completion of training, the District Chief is required to submit certificate and/or transcript to Assistant Chief.

- R.** Any exception to these rules in this section shall only be granted by the Fire Chief or Assistant Chief.

ARTICLE 14
WORK RULES AND PREVAILING RIGHTS

Section 1. It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed in the current job description. Those additional duties performed by members of the bargaining unit in the past and at present time are presumed to be reasonable and proper.

Section 2. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. The Fire Chief or their designee shall notify the Union Representative of the change as early as practicable prior to implementation. Final authority to change, modify or delete any rule or regulation rests with the City, so long as it does not violate the agreed terms of this Agreement and in conjunction with Florida State Statutes.

ARTICLE 15
SENIORITY, LAY-OFFS AND RECALL

Section 1. Seniority.

- A. City seniority is an employee's length of city service in continuous permanent status employment or reemployment from the first day of continuous permanent employment, including prescribed probationary periods. City seniority shall be used for vacation and sick leave accruals, service awards and other matters based on length of City service. This date changes if the employee is in a non-pay status for one pay period or more; the anniversary date is then deferred by an equivalent amount.
- B. Classification seniority is the length of continuous service in classification. After successful completion of the probationary period, the length of time in classification reverts to the date of entry, transfer or promotion to the present classification. The classification seniority date shall be used in connection with merit reviews, layoff consideration and promotional eligibility opportunities. This date will be adjusted an equivalent amount for a leave of absence with pay or disciplinary suspension for one pay period or more.
- C. Employees shall lose all seniority as a result of any one of the following:
 - 1. Resignation
 - 2. Retirement
 - 3. Termination
 - 4. Absent without permission or authorized leave for three (3) consecutive working days.
 - 5. Layoff exceeding two (2) years.
 - 6. Failure to report to the Human Resources Department intentions of returning to work within five (5) days after receipt of certified notice of Recall.
 - 7. Failure to return from military leave within the time limits provided by law.

Section 2. Probationary Periods

- A. The probationary period shall be for a period of one (1) year from the first day of work for all new hires.
- B. When an employee successfully completes the probationary period, they will be placed on permanent status.
- C. If a newly hired probationary employee is found to be unqualified to perform, or will not properly perform the duties of the position, the employee may be dismissed. The City may, at its sole discretion, terminate any employee during their initial

probationary period. This does not apply to promotional probationary periods.

- D. The probationary period for an employee accepting a position as a result of a promotion shall be one hundred-eighty (180) days. The Fire Chief may extend a promotional probationary period an additional sixty (60) days providing they give written notice to the employee and the Human Resources Department specifying the reasons for the extension of the probationary period beyond one hundred-eighty (180) days.
- E. If an employee serving a probationary trial period as a result of a promotion is found to be unqualified to perform the duties of the higher position, they shall be returned to the position and status held immediately prior to promotion unless there is just cause for discipline or discharge.

Section 3. Layoff

- A. Whenever it becomes necessary to separate employees from City's service, the City Manager shall determine the organizational units and classifications to be affected. The order of layoff is as follows:
 - 1. Employees serving initial probationary period.
 - 2. Probationary employees promoted from a lower classification shall be returned to such lower class.
 - 3. Non-probationary employees based on seniority.
- B. Employees shall be laid off on the basis of the following factors: classification, seniority, performance ratings and the recommendation of the Fire Chief. In these circumstances the needs of the City and the District Chief's respective skills and qualifications will also be considered.
- C. When the Fire Chief believes that a certain permanent employee is essential to the efficient operation of the Fire Department because of special skills or abilities, and wishes to retain this individual, the Fire Chief must submit a written request to the City Manager for permission to do so. Only if the City Manager approves the request, may the individual be retained under this exception.
- D. Any employee who is to be laid off will be given ten (10) business days' notice or as much advance notice as possible depending upon the circumstances at the time.
- E. Duties performed by an employee laid off may be reassigned to other employees already working.

Section 4. Recall

- A. Probationary employees laid off shall have their names placed on the eligible register from which they came in order of the respective ranking for no more than one year.
- B. Permanent Non-probationary employees who are laid off shall have their names placed on the layoff section of the eligible list for no more than one (1) year. They shall be given first opportunity for re-employment in the class from which they were laid off in the reverse order of ranking from which the layoffs occurred. The City Manager may, at their sole discretion, extend the eligible list for one (1) additional year.
- C. Laid off employees who are re-employed within six (6) months from the date of layoff shall be credited with the medical leave balance accrued at the time of layoff, shall not have their eligibility for earning annual leave interrupted and shall be placed in the same pay grade and pay rate they were in at the time of layoff. If changes of grade have occurred during the time of layoff, appropriate adjustments shall be made for the individual upon return to work.
- D. The City will offer recall to laid off employees by certified mail to the last known address. Within ten (10) business days of the certified receipt date, laid off employees must signify their intention of returning to work to the Human Resources Office.
- E. Recall will be offered to laid off employees provided they can demonstrate they are physically and otherwise qualified to perform the duties of the job.

ARTICLE 16

MEDICAL LEAVE

Section 1. General

Paid sick leave is not considered an earned benefit or employee's right and is subject to documentation. Illness is considered a legitimate reason for a supervisor to grant an employee permission to be absent with pay from official duties. Permission to use paid sick leave shall be granted for bona fide illness or injury and only for the time actually required. Any payment made to the employee pursuant to this procedure will be subject to normal deductions. For the purposes of tracking sick leave usage, sick leave use will be reviewed on a fiscal year basis (Oct 1st thru Sept. 30th).

Section 2. Eligibility

- A.** Each permanent full-time employee will be allowed medical leave with pay.
- B.** Medical leave up to the amount earned may be taken during an employee's probationary period. However, in the event the probationary employee resigns or is otherwise terminated before the end of the probationary period, any medical leave taken will be reimbursed to the City by deduction from the employee's final pay.
- C.** Frequent claiming of benefits under this rule will constitute grounds for the assumption by the department head that the physical condition of the employee is below the standard necessary for the proper performance of duties. Evidence of abuse of this benefit will constitute grounds for disciplinary action. Abuse of medical leave shall be defined as illness exceeding four (4) work day equivalents, in excess of 96 hours, without a medical certificate (i.e. Doctor's Certificate), also known as "sick unexcused" (SU), within a one fiscal year period which falls outside the Family Medical Leave Act, the Americans With Disabilities Act, or other applicable law.
- D.** Employees shall receive progressive disciplinary action for abuse of medical leave. Progressive discipline will include, but not be limited to, being placed on "Doctor's Certificate Requirement" (Section 5).
- E.** The Doctor's Certificate is to include the following: the necessity of the absence, the required time off and the date for return to work.
- F.** Doctor's Certificates must be submitted no later than the beginning of the next shift worked by the employee. If the certificate is not received by Fire Administration by that time, the employee will not be paid for the absence even though the employee may have sick time accrued. Employees requesting sick time (family or self) will be required to submit a Doctor's Certificate no later than the beginning of the next shift worked by the employee in order for the absence to be

excused (sickness self (SF) or sickness family (SF)). If Fire Administration does not receive the Doctor's certificate by that time, the employee's leave will be charged as sickness, unauthorized (SU). The Fire Chief, at their discretion, may extend the time for submitting a Doctor's Certificate for extenuating circumstances.

Section 3. Rate of Earning

Employees working a 56-hour weekly schedule shall earn 144 hours of medical leave annually. Employees working a 40-hour weekly schedule shall earn 96 hours of medical leave annually.

Section 4. Use

Medical Leave may be granted for the following purposes:

- A.** Incapacitation by reason of illness or injury, except for injuries incurred while on duty where worker's compensation benefits apply.
- B.** Medical, dental, or optical examination or treatment. However, employees on a 56- hour work schedule shall make every effort to schedule appointments on off duty time.
- C.** Jeopardizing the health of co-workers due to exposure to a contagious disease.
- D.** Care of a member of family - Medical leave may be granted an employee for care and attendance to a member of the employee's immediate family who has a bona fide illness or injury provided that no other person is available to care for said person(s). (A family member, for the purposes of this policy only, shall be defined as an individual living in your household such as a spouse, child, mother, father, significant other or person for whom the employee is guardian.)
- E.** Nothing herein shall limit the provisions and application of the Family Medical Leave Act.
- F.** Any employee who uses medical leave for any purpose other than those permitted in Section 4 shall be subject to a Group 3 offence of the City's Disciplinary Guidelines, which may result in dismissal.

Section 5. Doctor's Certificate Requirement

The "Doctor's Certificate" requirement will be placed on any employee whose absences for personal or family illness exceed four (4) work day equivalents within a one-year period, 96 hours for those employees working 56 hours per week. Absences exempt from this accumulation are as follows:

- A.** Absences attributable to "On the Job Injuries."

- B.** Absences of two (2) consecutive workdays or more since Doctor Certificates are mandated in these instances.
- C.** Absences that are approved based on medical certificates.
- D.** Absences due to a death in the family.
- E.** Family sick leave when documented by school or physician. A note from the school shall indicate that a child was sent home from school with a medical issue or condition. The note shall be from the school nurse/clinic, teacher or administrative staff member stating the medical necessity for the child being released from school to be considered an excused absence whether an employee is on Doctor's Certificate Requirement or regular medical leave (sick family). An absence from school or a phone call from a parent or guardian stating the child will not attend school due to illness does not constitute an excused absence under the Doctor's Certificate Requirement or excused medical leave (sick family).

Section 6. Doctor's Certificate Defined

A valid medical certificate should be a written, typed or printed statement from the doctor specifying:

- A.** The date(s) of visits/consultation with the doctor
- B.** The date the employee is authorized to return to work
- C.** If there are any conditions/limitations imposed by the doctor that would prohibit the employee from performing their job (i.e.: medications or physical limitations that could prohibit job performance). Doctor's certificate must state the specifics of employee limitations upon returning to full duty.
- D.** Doctor certificates must be signed by the doctor or their designee.

A bill from the doctor is not a medical certificate. If the medical certificate does not meet these requirements, the Department may deem it unacceptable. In such an instance, sick leave pay is not provided and the absence may be considered unauthorized. Employees shall remain in the "Doctor's Certificate Requirement" status for one calendar year from the date their sick leave use exceeds the criteria established.

Section 7. Accrual

There is no limit on the amount of medical leave an employee may accrue.

Section 8. Request for Leave

- A.** An employee in a unit operating on a twenty-four (24) hour basis must notify the

department within the time limit established by the department.

- B.** Failure of the employee to secure this authorization shall be cause for denial of sick leave pay for the period of absence.
- C.** The department head may waive this provision if the employee submits evidence that it was impossible to give such notification.
- D.** An employee unable to return to work after a period of three consecutive shifts shall make known to the supervisor the nature of the situation, as well as the name of the attending physician, if applicable.
- E.** The department head may request a physician's certificate to verify the reason for medical leave.
- F.** An employee upon returning to work from absence due to illness or injury, for a period of three (3) consecutive shifts or more, will be required to report to a physician of the City's choice and at the City's Expense for return to work medical clearance.
- G.** The City physician may require the employee to sign a medical release. Such release will permit the City physician to contact the employee's private physician for information. Failure of the employee to sign this statement when requested is grounds for disciplinary action up to and including dismissal.
- H.** If, and whenever, medical leave may appear to be abused as defined in Section 5 of this Article (Doctor's Certificate Requirement), the employee claiming/requesting such leave may be required to furnish a physician's report to support the necessity for such absence. The City reserves the right in all cases of illness or injury, or reported illness or injury, to require the employee to furnish a physician's report. Abuse of medical leave privileges shall constitute grounds for disciplinary action.

Section 9. Medical Leave Incentive Program

All members of the bargaining unit will be eligible to participate in the adopted City-wide medical leave incentive program, if any program exists at the City's discretion. The City-wide medical leave program, if any, will have a specific section reflecting the medical leave incentive program specific to firefighters.

Section 10. Nothing in this Agreement shall be construed to require any action inconsistent with the Family and Medical Leave Act.

ARTICLE 17
LINE OF DUTY INJURY AND DEATH PAY

Section 1: The Employer hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following terms, conditions, and definitions.

- A.** Compensation shall be payable under this section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.
- B.** An injury shall be deemed to have incurred in the line of duty only if such injury is compensable under the Florida Worker's Compensation Law.
- C.** No compensation under this section shall be allowed for the first seven (7) calendar days of disability, provided, however, that where the disability continues for fourteen (14) consecutive calendar days from the first day of disability then compensation shall be payable from the first day of disability. In return, the employee agrees to sign over to the City any wage payments received from the worker's compensation insurance carrier.
- D.** The City will pay the eligible employee the difference between the amount the employee receives through Worker's Compensation payments and the employee's net salary at the time of injury. This payment, if required, shall be for a period of ninety (90) days. If the employee requires an extension beyond ninety (90) days, they may submit a request to the City Manager together with an updated physician's report supporting the extension for prompt consideration; such extension may be granted at the discretion of the City Manager.
- E.** The term "disability" as used in this section means incapacity because of line of duty injury that prevents the employee to continue in the occupation of District Chief.

Section 2: It is the intention of the parties that nothing in this Agreement shall interfere with the normal procedures under Worker's Compensation Law or the requirements of the Employer's Worker's Compensation insurance carrier. Subject to such limitations:

- A.** An employee who is injured in the line of duty shall be transported or referred to a designated medical facility as defined by the New Port Richey Fire Department's Worker's Compensation carrier whenever possible. Should the injury require specialized care, the employee will be transported directly to the appropriate facility, i.e. trauma or burn center.
- B.** Depending on the nature of the injury, the City's managed care physician will determine whether or not the employee needs specialized treatment and will arrange for referrals. In cases where the employee is referred to a specialist, the City's

managed care physician will be considered the injured employee's primary care physician and will monitor all medical treatment and progress. The City's managed care physician will be responsible for certifying that the injured employee is fit to return to work or light duty.

- C. In other cases involving injuries in the line of duty which do not require hospitalization, the injured employee shall follow the guidelines defined by New Port Richey Fire Department and/or their Worker's Compensation carrier.

Section 3: If an employee is killed in the line of duty, the Employer shall pay to the spouse, or if there is no surviving spouse, the estate, of such deceased employee their accumulated severance pay within 15 working days. Such payment shall include all accumulated annual (vacation) leave, floating holidays or earned sick leave incentive account.

Section 4: An employee injured in the line of duty shall report the occurrence of such injury immediately or as soon as possible thereafter, verbally, in person, or by phone, to the employee's immediate supervisor or the Fire Chief.

Section 5: Upon returning from a hazardous situation, the employee may request a physical examination by a physician to ensure the employee is stable and capable of returning to work. This right may be rescinded by the Employer, on an individual basis, if considered abused. Such examination must be approved and scheduled by the Fire Chief or Assistant Chief.

ARTICLE 18

LEAVES OF ABSENCE

Section 1: Sick Leave for Family Illness

An employee may utilize their accumulated sick time due to an illness in their immediate family under the guidelines of the Family Medical Leave Act.

Section 2: Funeral Leave

An employee shall be allowed up to two (2) shifts off with pay in the event of a death in the immediate family to attend services and to assist in the personal affairs of the deceased if necessary, which shall be limited to spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepfather, stepmother, stepbrother, stepsister, grandparents, grandson and granddaughter. The definition of immediate family shall not be more restrictive than the definition in the City Personnel Policy Manual. The mere fact of a listed relative dying does not automatically grant an employee paid funeral leave. The concept of funeral leave is for the purposes of attendance at the funeral service, mourning and/or putting the affairs of the deceased relative in order. This is not chargeable to sick leave. Any employee availing himself/herself of this section shall notify the Fire Chief or their designee of such intent as soon as possible. The employee shall provide proof of death in their immediate family as defined in this section before the compensation is approved.

Section 3: Military Leave

The Employer shall grant military leave as required by applicable federal and state law.

ARTICLE 19
EMPLOYEE ASSISTANCE PROGRAM

All bargaining unit employees are eligible to participate in the City's Employee Assistance Program.

ARTICLE 20

SUBSTANCE ABUSE

Section 1. The City, the Union, and the employees covered hereunder mutually agree that employee substance and alcohol abuse may constitute a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment and the image of the City and its employees are placed in jeopardy if an employee is involved in drug or alcohol abuse. Accordingly, the Union and the employees covered hereunder agree that the City shall have the right and authority to require employees to submit to appropriate drug and alcohol testing to detect the presence of any controlled substance, narcotic, drug, or alcohol in accordance with the provisions below and the Drug-Free Workplace provisions of Chapter 440, Florida Statutes and the corresponding rules adopted by the Agency for Health Care Administration.

Section 2. Bargaining unit employees shall not:

- A.** Use, possess, manufacture, cultivate, sell or attempt to sell or distribute any drug or other substance that is illegal under Florida or federal law at any time whether on or off duty, and whether on or off City property.
- B.** Use, possess, sell or attempt to sell or distribute any drug or medication not prescribed to them for use by a licensed healthcare provider and shall use said drug or medication only as prescribed.
- C.** Use, possess, or be under the influence of any drug or alcohol while on duty; while on City premises; while driving a City vehicle, while operating a piece of City equipment, or while being transported in City vehicles at any time; or
- D.** For employees hired after January 1, 1995, use Tobacco or nicotine products on or off duty.

As used herein, the term “drug” shall be defined in accordance with Section 440.102 (1), Florida Statutes.

Section 3. When an employee uses a drug or other medication that has been prescribed or administered by a licensed healthcare provider, or uses an over-the-counter medication, which may affect their performance of job duties, the employee shall inform their immediate supervisor prior to reporting to work. If contact with the immediate supervisor cannot be made, the employee shall contact the Fire Chief or Assistant Chief. Furthermore, the employee will be required in the case of prescribed or administered medication to have a note from the healthcare provider stating that they can perform firefighting duties while taking such drug or medication. If there are concerns about the drug or medication, the City reserves the right to send the employee for a medical evaluation at the City’s expense.

Section 4 Should there be reasonable suspicion that an employee is using Tobacco or nicotine

Tobacco products, they are subject to being tested for nicotine/cotinine. Employees hired prior to January 1, 1995 will be exempt from nicotine/cotinine testing. The testing parameters for Nicotine/Cotinine testing will be as follows:

Nicotine and Metabolite testing (ng/ml = nanograms per milliliter)

Nicotine levels greater than 2.0 ng/ml are indicative of active tobacco product use

Cotinine levels greater than 20.0 ng/ml are indicative of active tobacco product use

Section 5. Any employee in this bargaining unit will be subject to a urinalysis and/or blood testing when there is reasonable suspicion that the employee is under the influence of alcohol, drugs or controlled substances while on duty.

Section 6. Reasonable suspicion for purposes of this Article may include, among other things:

- A.** Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- B.** Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- C.** A report of drug use, provided by a reliable and credible source.
- D.** Evidence that an individual has tampered with a drug test during their employment with the current employer.
- E.** Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

The Fire Chief or Assistant Chief or other City/Department officials (two Officers or officials when practicable) shall make the determination if the employee appears impaired.

Section 7. Employees shall submit to testing after being involved in a vehicle accident, sustaining an on the job injury, and/or during annual physical examinations. The City may, through the use of an unbiased selection procedure, conduct random drug tests of bargaining unit employees if the testing is performed in accordance with drug-testing rules adopted by the Agency for Health Care Administration.

Section 8. Any employee subjected to urinalysis or blood tests under this Article may be removed from duty or reassigned pending the results of such tests if there is reasonable suspicion that the employee may not be fit for duty. Such employee shall continue to receive their regular pay and benefits until the results are obtained and verified pursuant to Section 8.

Section 9. Pursuant to Section 440.102 (9), Florida Statutes only licensed laboratories shall conduct drug tests. The drugs to be tested, drug and alcohol cut-offs, and testing procedures

shall be in accordance with the drug-free workplace rules adopted by the Agency for Health Care Administration. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration as such technology becomes available in a cost-effective form.

Section 10. Refusal to submit to testing or submitting an adulterated, tampered, or diluted sample shall result in discharge. Submission to a test shall not act as a waiver of the employee's right to challenge the grounds for the test or the accuracy of the results.

Section 11. A test result indicating the employee is in violation of the provisions of this Article will result in discharge from employment unless the City Manager determines, in her sole discretion, to allow the employee to attend and complete an appropriate detoxification, alcohol or drug abuse program, and satisfy any other terms and conditions determined by the City Manager, in lieu of discharge. Failure to successfully complete such program shall subject the employee to discharge. The employee shall be allowed to utilize accrued time off (vacation, sick leave) for absence from duties to attend any such appropriate program.

Section 12. After completion of any rehabilitation the employee shall be subject to up to six (6) random urinalysis and/or blood tests per year anytime during a twenty-four month period. A positive test on any one of the six (6) tests will subject the employee to discharge.

Section 13. In the event that the employee voluntarily informs the employer they will seek assistance for drug/alcohol abuse or tobacco products/nicotine use prior to being asked to or required to take a drug test or without testing, no disciplinary action shall be taken against the employee, provided that the employer is informed at least twenty-four (24) hours prior to the employee being under reasonable suspicion by the Fire Chief or Assistant Chief or other co-worker, or being asked to or required by the City to take a drug test whichever is earlier. However, the employee may be relieved of duty pending the successful completion of an approved rehabilitation program. Successful completion of an approved rehabilitation program for an employee who voluntarily informs the employer prior to an incident or request to take a drug test shall result in no disciplinary action against the employee.

Section 14. Each bargaining unit employee has an absolute obligation to report to their supervisor any employee who is suspected to be under the influence of alcohol, drugs or controlled substances while on duty, and must thereafter cooperate in the investigation program, and any related disciplinary proceedings. Such suspicion must be based upon some factual evidence such as breath odor, behavioral observations, or actual knowledge or equivalent. Any employee who fails to do so shall be subject to disciplinary action. An anonymous "tip" shall not discharge a bargaining unit member's obligation hereunder nor shall it be the sole basis for the imposition of testing under this article. A bargaining unit employee who maliciously files a false report that another bargaining unit member is under the influence of alcohol, drugs or controlled substances while on duty shall be subject to disciplinary action.

Section 15. Employees shall report to their supervisor any arrest, charge, indictment or conviction

for a drug or alcohol related violation or alleged violation of law not later than the next workday after they become aware of it. Failure to so report will result in immediate discharge. Upon conviction of a crime involving illegal drugs, the employee will be immediately discharged. Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its sole discretion, conduct an investigation to determine whether or not there has been a violation of this Article. If the City determines that a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee. Alternatively, the City, at its at its sole discretion, may transfer the employee to a non-safety sensitive position or place the employee on leave without pay.

ARTICLE 21

PHYSICAL EXAMINATION

Section 1. Employees covered by this labor agreement shall be required to undergo a physical examination as scheduled by the Fire Department in accordance with the applicable NFPA code 1582 and any other tests the City Physician deems necessary.

Section 2. The employer shall determine the extent of the examination and bear the cost of each examination. The results of these physicals shall be made available to the City and to each employee upon completion of the physical.

Section 3. The City agrees to provide inoculations to employees based on applicable NFPA codes and State EMS requirements, if any, and the recommendations of the City Physician.

Section 4. The parties agree that the physical condition of the employee is of great concern to the employee and to the City. All employees whose physical fitness or medical status is deemed deficient in some manner as a result of the physical examination shall be advised by the Department and shall be required to undertake a fitness rehabilitation program in an effort to improve their physical fitness and health.

Section 5. The City agrees to provide physical examinations in accordance with NFPA 1582.

Section 6. The City agrees to provide inoculations and medical screenings to employees based on the recommendations of the Fire Chief and or the Department Physician.

Section 7. To facilitate a more complete annual medical examination lab work for the annual physical shall be completed at least one week prior to the scheduled exam.

Section 8. If the employee calls in sick on the scheduled day for their physical, it shall be the responsibility of the employee to reschedule the physical exam (not on-duty). Employee will be required to complete the physical within 15 days of the original on-duty exam date.

Section 9. All blood draws for the physical are to be done by the lab testing agency employees only and at the facility designated by the City.

Section 10. Scheduled time off will not be allowed when Department physical exams are scheduled (this includes shift trades unless both parties complete the trade during the exam period so that there is no interruption with the exam schedule). This blackout of “no scheduled time off” should not be more than 3 calendar days.

ARTICLE 22

MISCELLANEOUS

Section 1. Safety Committee

The Union will select a total of one representative from either the rank-and-file or District Chief bargaining unit to be on the Fire Department's Safety Committee. The committee shall meet pursuant to Florida State Statute 633.810.

Section 2. Pension Plan

The City of New Port Richey and the employee organization IAFF Local 1158 recognize that the New Port Richey Firefighter Retirement System is administered under the current plan document adopted by the City, Article III, Chapter 17, Code of Ordinances. This document may be amended from time to time by amendment adopted by the City Council. The City and Union understand that pension is a mandatory subject of bargaining and can choose to bargain the pension benefit or changes to the plan or in place of bargaining both parties can agree to work through the pension board and make specific recommendations concerning the plan to the City Council. This section may be re-opened at any time during the life of this agreement upon the request of either party.

The City of New Port Richey Firefighter Retirement System provides as follows:

A. **Compensation**

Salary means total cash remuneration paid by the City for services rendered, but overtime payments up to three hundred hours (300). Salary does not include payments for accrued sick leave. Salary includes all tax deferred, tax sheltered or tax-exempt items of income derived from elective employee payroll deductions or salary reductions. Compensation in excess of limitations set forth in section 401(a)(17) of the code shall be disregarded.

B. **Employee contribution**

Each member of the System shall contribute six and one-half (6.5) percent of their Salary to the fund. In any year in which the City's net actuarially required contribution is less than six and one-half (6.5) percent of covered payroll, the City's and members' contributions will be adjusted so that both the City and the member's share equally in the reduction (e.g., if the City's net required contribution is scheduled to be \$20,000 less than 6.5%, then the City's contribution will be \$10,000 less than 6.5% and the members' contribution will be \$10,000 less than 6.5%).

C. **Normal retirement**

A member's normal retirement date shall be the first day of the month coincident

with, or the next following the date they attain age 52 and completes ten (10) years or more of credited service or the date they complete 23 years of creditable service. An employee who has a grandfathered normal retirement date of 20 years and age 50 shall retain their normal retirement date.

D. Normal Retirement Benefit

The monthly retirement benefit shall equal three and one-half (3 1/2) percent of average final compensation, for each year of credited service accrued through September 30, 2013. The monthly retirement benefit shall equal three (3) percent of Average Final Compensation for each year or part thereof of credited service accrued after September 30, 2013 through the effective date upon the adoption by the City of an ordinance implementing these amendments. The monthly retirement benefit shall equal three and one-quarter (3.25) percent of Average Final Compensation for each year or part thereof of credited service accrued after the effective date upon the adoption by the City of an ordinance implementing these amendments. The monthly retirement benefit for any member shall not exceed seventy-five (75) percent of average final compensation.

E. Early Retirement

A member shall be eligible for early retirement upon attainment of age fifty (50) and the completion of ten (10) years of credited service. Credited service and average final compensation shall be determined as of the early retirement date, but actuarially reduced to take into account the member's younger age and the earlier commencement of retirement income payments not to exceed three (3) percent for each year by which the member's age at retirement preceded the member's normal retirement age.

F. Accumulated excess Chapter 175 premium tax monies

The parties mutually consent and agree that the total amount of accumulated excess Chapter 175 premium tax monies held in reserve as of the effective date of this Agreement shall be applied to reduce the City's annual required contribution to the Firefighter Retirement System.

G. Future excess Chapter 175 premium tax revenues

The parties mutually consent and agree that the total amount of future excess Chapter 175 premium tax monies shall be applied to reduce the City's annual required contribution to the Firefighter Retirement System.

H. Share Plan

A Defined Contribution ("Share Plan") will be created by the City in consultation with the Union to implement the provisions of Section 175.351(6), Florida Statutes,

subject to the provisions of paragraphs F and G of this Section.

I. DROP

Going forward from the effective the date of the Ordinance's amendment, members shall be eligible to enter the DROP under the terms of Section 17-50.17 of the Firefighters' Retirement System, except that members shall be limited to a one-time irrevocable option of being credited with either interest at an effective rate of 1.5% per annum or the Retirement System's net investment

Section 3: Insurance Plan

The City shall provide bargaining unit employees health insurance under the same plan and terms as the City's other non-management employees. Should the employee premiums be increased by 10% or more, the Union shall have the right to reopen this Section for negotiations.

Section 4. Inspection of Personnel Records

Each employee shall have the right to inspect their own personnel records maintained by the Department and those records maintained by the Human Resources Department, during normal business hours. Employees shall also have the right to insert a written response to any negative item (disciplinary action, letter of complaint, etc.) which has been placed in their file. This response must be accomplished within 15 days of the entry of such negative item. For those items, which are placed in file without the employee's knowledge the fifteen (15) day period shall commence upon the inspection of the records when said item was found.

Section 5. City Reimbursement for new hire expenses:

Any employee that leaves the employ of the City prior to completion of their probation shall reimburse the City for all costs incurred as a result of preparing the employee for employment with the City. This includes, but is not limited to New Employment Physicals and Hepatitis Series Injections. However, this shall not apply if the employee is laid-off or terminated by the department.

Section 6. Employment Agreements:

The Union recognizes all employment agreements as binding for newly hired personnel currently in effect, as well as newly issued agreements to new employees (of the same nature as current agreements) as necessary due to hiring of new personnel.

ARTICLE 23

UNIFORM ISSUE

Section 1: I.A.F.F. Pins

All members of the bargaining unit may wear one (1) I.A.F.F. pin, approved by the Fire Chief, on their Class A uniform.

Section 2: Uniforms

A. Initial Issue

The following items will be issued to employees upon hire or as soon as possible thereafter. Employees will sign an inventory list for their initial issue.

<u>Item</u>	<u>Quantity</u>
City ID Badge	1
Key Fob	1
Collar Brass	1 set
Name Tag	1
Badge	1
Dress Shirt (Class A)	2
Pants	3
T Shirts	3
Firefighting Boots	1 pair
Suspenders	1 set
Bunker Pants	1 pair
Bunker Coat	1
Firefighting Gloves	1 pair
Helmet	1
Nomex Hood	1
Air Mask	1
Polo shirt	2
Dress Uniform	1

B. Replacement of Initial Issue

The Fire Chief may issue replacements to worn out uniforms on an annual basis. The Fire Chief shall determine what uniforms are issued on an annual basis. The Fire Chief shall determine when uniforms are issued. Only items on the initial issue list that become unserviceable through normal wear and use may be replaced on an annual basis. Any items not scheduled for annual replacement shall be the responsibility of the employee to replace. The employee shall be responsible for the cost of replacement of uniforms in excess of annual replacement. (Example: *The City is seeking to purchase 3 T-shirts, but the employee desires to receive 6 T-shirts. The cost of the additional 3 T-shirts shall be the employee's*

responsibility.)

C. Misuse or Neglect of Initial Issue

Employees will not be held personally responsible for initial issue items that become worn or unserviceable through no fault of their own. However, if in the opinion of the Fire Chief, a piece of initial issue is damaged due to abuse, carelessness or the negligent care of the employee, the employee will be personally liable for either the replacement cost or the fair market value of the item, whichever is less.

D. Turn-in of Initial Issue

Employees who retire, are terminated, or leave the employment of the Department, will return their initial issue items prior to obtaining their final paycheck. The City reserves the right to withhold an amount from the final paycheck that is sufficient to reimburse it for the cost of all initial issue items not returned. The Fire Chief shall have the right to allow a member who achieves normal retirement to keep their City-issued helmet upon their date of retirement.

Section 3 Subsequent Issue

From time to time, the City may, in its sole discretion, issue subsequent items to employees. Subsequent issue items will be categorized as “City Permanent Issue” or “Employee Permanent Issue” at the time of issue.

- A.** “City Permanent Issue Items” are those that must be returned to the City upon termination, separation or retirement. These items will be added to the employee’s initial issue inventory. Sections 2 B, C, and D of this Article will apply to these items.
- B.** The following items are defined as ‘Subsequent Issue Items’ and are to be added to the employee’ inventory list, when issued, and shall be designated as “City Permanent Issue.”

<u>Item</u>	<u>Quantity</u>
Sweatshirt	1
Long Sleeve Dress Shirt	1
Light Jacket	1
Dress Pants	1
Dress Shoes	1
Polo Shirt	up to 3 for officers up to 3 for FF up to 2 for part-time
Tee Shirts Long Sleeve and/or Short Sleeve	2 for career 1 for part-time
Tactical Pants	up to 3 pairs for career

1 pair for part-time

- C. “Employee Permanent Issue Items” are items that need not be returned to the City upon termination, separation or retirement. These items do become part of the employee’s uniform; however, turn in of these items will not be required.

Section 4.

A. Station Footwear

The Fire Chief will approve footwear and provide this information to the employees, based on recognized standards. Employees shall have the option of (1) purchasing the footwear designated on this approved list without Fire Chief’s approval or (2) prior to purchasing footwear not on the list, obtaining the approval of the Fire Chief. The Fire Chief or their designee shall approve footwear (black in color) that meets ANSI Z41-1991 & ANSI Z41-1999 Footwear Standards and appearance. The employee is required to wear an approved shoe during all work-related on-shift duties.

B. Fire Helmets

The Fire Chief may authorize employees to utilize a non-issue Fire Helmet if in the opinion of the Fire Chief, the helmet meets or exceeds the helmet issued by the Department with regards to safety and appearance. The Fire Chief reserves the right to require employees to revert back to the initial issue helmet at any time, for any reason. The City shall not be responsible for the initial cost or any replacement cost of said helmet. Only Department issued decals shall be placed on the helmet. Any changes shall require Fire Chief’s approval.

Section 5. Procedures

- A. Additional equipment issues, not defined above will no longer occur unless authorized by the Fire Chief.
- B. Initial Issue items or Subsequent Issue items will not be changed in any manner that will cause them to vary from standards.
- C. Uniforms will be worn only when on duty and/or when representing the Department or the City with permission of the Fire Chief’s office. At no time will any uniform or parts of uniform clothing be worn off duty without the express permission of the Fire Chief’s office.
- D. All uniform clothing items will be laundered at the station except as specifically noted elsewhere. The City assumes the responsibility for cleaning Bunker Gear. If a uniform becomes dirty or damaged due to the carelessness, neglect or fault of the employee, the employee will assume the responsibility and cost for professionally cleaning or replacing the item.

- E.** Any item or clothing worn on duty or as part of any class of uniform that is not issued must be approved by the Fire Chief's office.
- F.** Any non-issued approved uniform items or clothing worn on duty must meet all infectious requirements and guidelines before they can be removed from the station.
- G.** Employees are subject to periodic checks of their initial issue and subsequent issue items to ensure that they are serviceable, presentable and are in their possession.
- H.** The following items will not be issued to individuals, but will be maintained as community property within the Department.

- Rain Coats
- Safety Goggles
- Window Punch
- Heavy Jackets
- Pocket Spanner

ARTICLE 24
INDEMNIFICATION

The City agrees to defend any employee when the employee is sued on a particular claim arising out of their employment with the City, provided the employee was acting within the scope of their employment.

The City agrees to indemnify employees against judgments levied against them as a result of their negligent, non-intentional torts committed while acting within the scope of their employment, up to the recovery limits specified in 768.28(5), Florida Statutes, as amended, subject to the terms and conditions of 111.07 Florida Statutes.

ARTICLE 25

TUITION PROGRAM

Section 1. Tuition Reimbursement Program

- A.** The City seeks to encourage every employee to improve their on-the-job skills. A reimbursement program is designed to assist those employees who wish to broaden their professional performance provided that such educational level is related to their current or next logical level of responsibilities. Members of the bargaining unit will participate in the City's Tuition Reimbursement program.
- B.** Tuition refunds will be granted for courses offered by accredited colleges and universities as certified by the regional accreditation agency Southern Association of Colleges and Schools (SACS)
- C.** College courses including related courses and electives will be approved only for the following 2 and 4-year degrees: EMS, Fire Science, Emergency Management or Public Safety.
- D.** There must be a probability that the course will contribute to the employee's development as a City employee.
- E.** When possible, course attendance should be on the employee's own time and should not interfere with their job duties.

Grade Requirements

- F.** Successful completion of the course must be accomplished through a grade of "C" or better for reimbursement to be made.
- G.** In courses which are offered on a "pass" or "fail" basis, a "pass" grade must be accomplished for reimbursement to be made.
- H.** A form will be secured from the Human Resources Department requesting reimbursement. This form shall be submitted to the Human Resources Department and the Fire Chief for approval of the course no later than fifteen (15) days prior to enrollment. If the course is approved, a copy of the employee's grade report and a receipt of payment from the school or institution must be submitted to the Human Resources Department for reimbursement.
- I.** Reimbursement is contingent upon City budget and funding.

Section 2. Related Non-Credit Classes

- A.** This Section refers to formal institution courses, seminars, and short courses, which are job related and taken at the employee's option with approval of the Fire

Chief.

- B.** All requests for educational assistance must be submitted to the City Manager's office as early as practicable at the start of the training. A copy of the approved form will then be returned to the employee and the original forwarded to the Personnel office.
- C.** The Fire Chief may approve additional Classes, Seminars, and Certifications on a case by case basis.

Section 3. Certifications and Specialized Training

- A.** The City agrees to pay for the re-certification for EMT, Paramedics, and Fire Inspector, provided the Fire Inspector is required by the Department to use their certification. The City agrees to continue to provide this re-certification training as an in-house service. The City will not reimburse employees for the re-certification training for EMT and Paramedic when the training is conducted outside the department, unless approved by the Fire Chief.
- B.** The Fire Chief has the discretion to approve additional re-certification reimbursement.
- C.** The Fire Chief may approve additional Fire Inspection Certification Classes and related expenses for District Chiefs. These classes will be approved on a case by case basis.
- D.** The Fire Chief may approve the EMS Coordinator and others involved in EMS operations to attend State EMS meetings and related EMS Conferences. These classes will be approved on a case by case basis.

Section 4. Repayment Requirement

In the Event of Discharge, or Resignation before the completion of one (1) year of employment from the date of course(s) completion for which tuition costs were paid by the City, the employee shall financially reimburse the City of New Port Richey for all monies paid for tuition reimbursement for those courses. The City will have the authority to garnish up to 100% of the employee's final check. If the City is not reimbursed of all monies within 90 days of said employees last work day, the City shall report the failure to compensate the City to a credit agency.

ARTICLE 26
CALL BACK PROCEDURES

Section 1:

The Employer and the Employees agree that certain emergency situations may arise, from time to time, and that the employees may be required to report to duty to assist their fellow employees in these emergencies and to protect the community. To facilitate this process, the employer has established the following communication system to address call back procedures.

- A.** All Uniformed Fire Personnel who are issued departmental phones and are responsible to maintain these phones in good working order.
- B.** Personnel may have the option to use their own personal cell phones in lieu of being issued a department phone, for notification purpose, with no compensation from the City.
- C.** All Uniformed Fire Personnel will carry department issued phones or their personal cell phones with them at all times. The phone will be carried in such a manner as to alert the employee that a notification is being sent. The exception to this policy is annual, sick, funeral leave, or other occasions when the employee has informed the Fire Chief or their designated representative, that the employee will not be available to respond to a notification when the employee is off duty.
- D.** Fire Personnel will respond to all notifications sent to them originating from Dispatch, Fire Administration or other City of New Port Richey notification locations. Fire Personnel need not respond to notifications when they are off duty and have previously coordinated with the Fire Chief, or their designated representative, that they will not be available to respond.
- E.** The Fire Chief or their representative will maintain a record of non-available employees to ensure that adequate personnel are available to respond to emergency call backs.
- F.** Secondary employment is not a valid excuse for not responding to a notification.
- G.** The departmental issued phones are City property. Damage to or loss of a issued phone may result in an Internal Notice of Investigation (INOI).
- H.** Paging systems will not be used in a manner in which non-essential notifications will or might possibly interfere with notifications sent to them from Dispatch, Fire Administration or other City of New Port Richey notification locations.
- I.** Paging systems will be tested each Saturday between 0800 and 1200 hours. If a

notification is not received, the employee shall contact Station 1 and report the malfunction. A second test will be administered to see if a problem is an isolated situation.

- J.** If a situation arises where an off-duty employee becomes “not available” for call back for a specific period, the employee will notify the Fire Chief or Assistant Chief prior to becoming unavailable or as soon after as practicable.
- K.** If an employee is unable to respond to a call back, they shall call dispatch.

Section 2:

Employees shall not abuse the privilege of notifying the Fire Chief or Assistant Chief that they will not be available for call back. It is agreed that no employee will engage in any action, which may affect the operation of the Department in providing services pursuant to Article 4 of this Agreement.

ARTICLE 27
PERSONAL PROPERTY DAMAGE

An employee shall be reimbursed for loss or damage to property in the performance of their duty subject to the following restrictions:

- A.** The maximum reimbursement for all personal property shall be one hundred (\$100.00) dollars.
- B.** Requests for reimbursement for the loss of or repair to personal property must be made within the shift in which the loss or damage occurs.
- C.** Reimbursement for loss or damage of personal property must be approved by the Fire Chief.
- D.** Requests for reimbursement for the loss of or damage to personal property that exceed one hundred (\$100.00) dollars may be approved by the City Manager. The City Manager may, at the request of the Fire Chief and at their discretion, authorize additional payment not to exceed two hundred (\$200.00) dollars.

ARTICLE 28
AMENDMENTS

This Agreement may be amended at any time by the mutual written agreement of both parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto.

ARTICLE 29
SEVERABILITY AND WAIVER

Section 1. Each and every article, section, and subsection (clause) shall be deemed separable from each and every other clause of this Agreement to the extent that in the event that any clause or clauses shall be finally determined to be in violation of any law, such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable, without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

Section 2. The exercise or non-exercise by the Employer or the Union of the rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in some way in the future.

Section 3. In the event of invalidation of any Article, Section or Subsection, both the Employer and the Union agree to meet within thirty (30) calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, or Subsection.

ARTICLE 30
CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed even though such matters or subjects may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not expressly covered by this agreement shall continue to be subject to the city's sole direction and control. This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto, and finally determines and settles all matters of collective bargaining for and during its term except as may otherwise specifically provided herein.

ARTICLE 31
DURATION, MODIFICATION, AND TERMINATION

Section 1. This Agreement shall be effective upon ratification by both parties and shall continue in full force and effect until the 30th day of September 2027, **subject to any reopeners listed in this Contract.** At least one hundred and twenty (120) days prior to the expiration of this Agreement, either party hereto shall notify the other in writing, of its intentions to modify, amend, or terminate this Agreement.

ATTESTATION

Executed this ____ day of _____, 2025 in Pasco County, Florida.

For the City of New Port Richey

**For Clearwater Firefighters Association,
Florida Local 1158, IAFF**

Debbie L. Manns, ICMA-CM, City Manager

David Sowers, President Local 1158

Judy Meyers, CMC, City Clerk

Corbin Mitchell, Vice Pres. Local 1158

Alfred C. Davis, Mayor



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: 5/6/2025

RE: Recommendation for Cultural Program Funding Re: "Boots on the Ground" Celebrating the Journey

REQUEST:

At the April 16, 2025, Cultural Affairs Committee meeting, Larnelle Scott, presented a proposal for "Boots on the Ground" Celebrating the Journey Event meant to spotlight and bring awareness to the Juneteenth National Holiday.

DISCUSSION:

After discussing this historical significance of Juneteenth and the impact this event could have on expanding the awareness and appreciation of those in the New Port Richey community, the committee voted in favor of recommending that this proposal be forwarded to the City Council for full funding consideration.

If approved, "Boots on the Ground" Celebrating the Journey will occur at 7 pm on June 18, 2025, at the Richey Suncoast Theatre. The event will be free and open to the public, with seating available on a first-come, first-served basis.

RECOMMENDATION:

The recommendation is to approve the funding request of \$3,700.00 for the implementation of the "Boots on the Ground" Celebrating the Journey Event.

BUDGET/FISCAL IMPACT:

Approval of this recommendation would incur direct costs of \$3,700.00, and funding is available in line item 44810 allocated for "Cultural Affairs Events" in the City Council's FY 2025 Budget, which covers October 1, 2024, to September 30, 2025.

ATTACHMENTS:

Description	Type
☐ Boots on the Ground Program Outline and Funding Request	Backup Material
☐ Special Orisrisi Presenters: African & Black Cultural Traditions and their influence on Music, Song, and Story	Backup Material

"BOOTS ON THE GROUND"

CELEBRATING THE JOURNEY

Wed, June 18, 2025 @ 7pm - Richey Suncoast Theatre

7 - 7:15	Audience arrival – line dance engagement; Dance Coach will provide leadership
7:15 – 7:20	Comedian host introduces show
7:20 – 7:35	<i>"The Journey" (Intro to Music's Origin by Orisirisi African Folklore)</i> <i>(Don/wife sing a Capella song; Don plays brief rhythm, they present theme song with audience participation joining in their dance; Don tells story of how music came to be)</i>
7:35 – 7:40	Comedian (transitions to slavery & hymns)
7:40 – 8:05	Funwa Alafia & Drumming demonstration by Orisirisi African Folklore <i>(audience on stage participating in drumming)</i>
8:05 – 8:15	Spoken Word: slavery and spiritual songs (how slaves utilized songs for faith building and messaging)
8:15 – 8:20	Comedian (transitions to Juneteenth & Boots on the Ground)
8:20 -8:30	Spoken Word <i>(Tells Juneteenth story, making connection with Boots on the Ground)</i>
8:30 – 8:35	Comedian <i>(Transition to explain what's about to happen with Boots on the Ground line dance; asks for a few volunteers to come to stage)</i>
8:35 – 9	Dance Coach leads Boots on the Ground line dance lesson with volunteers on stage; planted participants will encourage audience members to get in the aisles; Dance out to the song "Boots on the Ground"
9:00	Comedian Closing Remarks: "Thanks for Coming", "Dance on out with your Boots on the Ground"

ADDITIONAL INFORMATION

- Event will be free of charge – no admission fee
- Richey Suncoast Theatre will receive all profit from concession sales
- NPR Library will create flyer, provide promotion support; promotional messaging should include encouraging attendees to wear boots
- Fans will be distributed to attendees upon entry
- Prizes (Door prizes &/or prizes to volunteers who participate on stage)
- Will request to access theatre prior to 6/18 for walk through with those participating in the program.
- Will request access to theatre at 3 pm on 6/18 to set up/check sound, lighting, position drumming equipment, etc.

BUDGET

Orisirisi African Folklore	\$2,500.00
Comedian	150.00
Spoken Word	100.00
Dance Coach	50.00
216 Fans (Dollar Tree)	325.00
Prizes, Promotion, etc.	<u>575.00</u>
	\$3,700.00



ORISIRISI is listed with the South Carolina Arts Commission's approved artist roster for Arts in Basic Curriculum, Arts in Education and the Gifted and Talented Programs, the Alternate ROOTS (Regional Organization of Theaters South) community tour, is dedicated to promoting greater understanding of Universalities and Cultural borrowing and sharing, and is a current feature attraction at Walt Disney World's Epcot Center.



Educational Fun
for the Whole
Family
by
Don and Tutu
Harrell

For more information please contact:

Don Harrell

Tel: 407-697-1336

e-mail: orisirisi@aol.com

www.orisirisi.com

Orisirisi

African Folklore

Moonlight
Stories



A Profound Cultural Experience

ORISIRISI

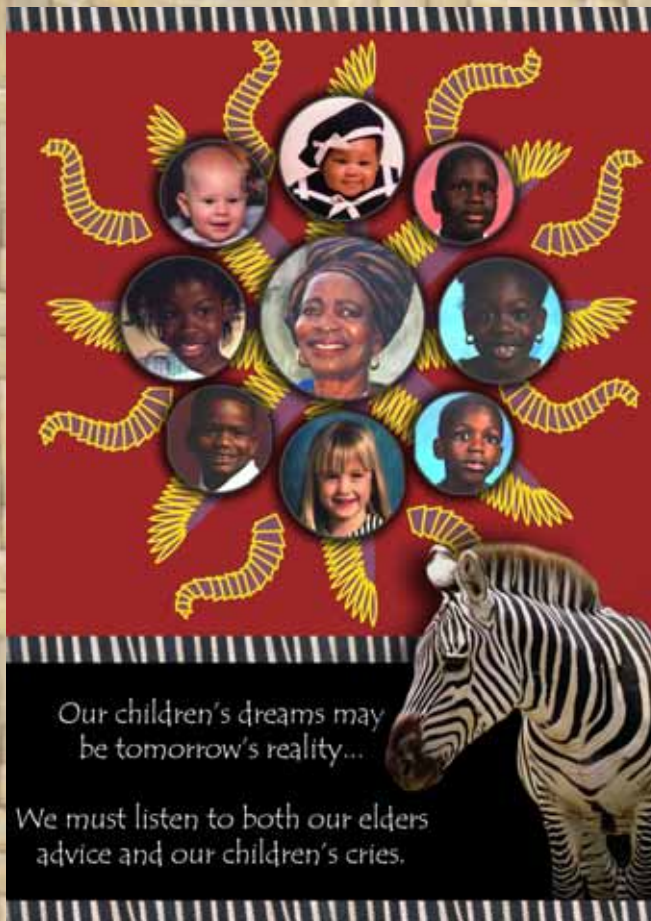
Pronounced (*O - re - she - re - she*), a Yoruba term meaning different things African Folklore is a performing arts company formed in 1986 with the expressed purpose of sharing the beauty and poignancy of African life and culture.

ORISIRISI has received critical acclaim far and wide for their unique, African-rooted, educational and entertaining presentations. Don Harrell and Nigerian born wife Tutu, co-produce and direct the many facets of their act. With varied African art Orisirisi imparts different kinds of folk-knowledge and experiences to and for their audiences.

Henbilu Adetutu (Tutu) Harrell, a graduate of Crown College of London, England, is an extraordinarily talented storyteller and dancer who has dedicated herself to the sharing of the rich cultural heritage of her ancestry.



Don Harrell is a versatile veteran of stage and screen productions who holds a Masters degree in Theatre Arts from The Institute of African Studies at The University of California, Los Angeles and has furthered his studies at the University of Ghana, Legon Ghana.



For thousands of years in the mystical light of the moon, African children have sat spellbound; listening to stories that both entertain and develop a better sense of the difference between right and wrong. Orisirisi African Folklore recreates this scene with **Moonlight Stories**.

Moonlight Stories is an anthology incorporating the African tradition of audience participation, including fun-filled call and response type songs, mesmerizing African drumming and dance, children's games and much more!

The audience will meet **Aja Ati Ijapa** (Dog and Turtle), *The three birds and the Hen*, the Wolf and the three Kids, and many more unforgettable characters as **Orisirisi African Folklore** spins yarns of tales that none will soon forget!

Suitable for all audiences
Time: Variable **Cost: Negotiable**

Orisirisi African Folklore



**African Musical Theatre
Production and Direction**



**African Drumming, Drum
Making and Chanting Classes**



**African Dance
and Choreography**



**Lectures, Research and
Presentation of
Academic Papers**



**Residencies, Performances
& Consultancies**



**African Drum and Musical
Instruments
Sales and Service**

**ENJOYMENT
FOR ALL!**



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Dale Hall, AICP, Community & Development Director
DATE: 5/6/2025
RE: Request of Contractor for Off-Hour Construction

REQUEST:

Benjamin Pencinger, the Assistant Superintendent for the Anchor at Gulf Harbors senior apartment complex by Dominium, is requesting approval to pour concrete at the active construction site off of Sea Forest Drive the week of May 19th between the hours of 2am and 10am.

DISCUSSION:

Chapter 14; Article II of the Code of Ordinance sets limits of noise that can emanate from property in the City. The proposed time in which Mr. Pencinger wishes to proceed with construction of the project has a very low threshold of noise. It is anticipated that the noise generated from this type of construction would exceed the maximum permissible sound limits allowed by Code.

RECOMMENDATION:

The City Council has the sole authority to deny the request or create a policy, ordinance, or an agreement to address this request.

BUDGET/FISCAL IMPACT:

This request has no fiscal impact on the City.

ATTACHMENTS:

Description	Type
☐ Applicant Request	Backup Material
☐ City Code Chapter 14; Article II. Excessive Noise	Backup Material

From: Ben Pencinger

Sent: Monday, March 31, 2025 11:16 AM

To: MannsD@CityofNewPortRichey.org

Cc: Zach Baumgartner <ZachBaumgartner@Weisbuilders.com>; Adam Hannan <adamhannan@Weisbuilders.com>; Hunter Weis <HunterWeis@Weisbuilders.com>

Subject: AGH - Request for off-hour concrete pours

Hi Ms. Manns,

I am requesting permission to pour concrete between the hours of 2 am and 10 am. We plan to have nine (9) separate pours around the week of May 19th. When we get closer I can give you an exact dates. Our jobsite location is in my signature below. If there are other permits or forms we need to fill out to work during these hours please let us know.

Thanks,

Benjamin Pencinger

Assistant Superintendent

Weis Builders, Inc.

Anchor at Gulf Harbors - Job #444702

5430 Jackstay Road

New Port Richey, Florida 34652

CELL 603.377.0330

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ARTICLE II. EXCESSIVE NOISE¹

Sec. 14-21. Application.

This article shall apply to all properties in the city, unless a city council policy, ordinance, or an agreement approved by the city council is developed to apply sound requirements to specifically described property.

(Ord. No. 2016-2091, § 2, 11-15-2016)

Sec. 14-22. Definitions.

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

A-Weighted sound level means the sound pressure level in decibels as measured with a sound level meter using the A-weighting network as described in ANSI S1.4-1983 issued by the American National Standards Institute, or such other subsequently enacted standard intended to replace said standard. The unit of measurement is the dB(A).

C-Weighted sound level means the sound pressure level in decibels as measured with a sound level meter using the C-weighting network as described in ANSI S1.4-1983 issued by the American National Standards Institute, or such other subsequently enacted standard intended to replace said standard. The unit of measurement is the dB(C).

Decibel (dB) means a unit for measuring the amplitude of sound, equal to twenty (20) times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).

Non-residential property means any property which is not Residential Property.

Residential property means property which satisfies all of the following criteria: (a) the property contains habitually occupied sleeping quarters, and (b) the property is located in any zoning district which allows dwelling units, as provided in the Land Development Code.

Sound means a physical disturbance causing an oscillation in pressure in a medium, such as air, that is capable of being detected by the human ear or a sound measuring instrument.

Sound level means the weighted sound pressure level as measured in dB(A) or dB(C) by a sound level meter.

Sound level meter means an instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks, for the measurement of sound levels.

(Ord. No. 2016-2091, § 2, 11-15-2016)

¹Editor's note(s)—Ord. No. 2016-2091, §§ 1, 2, adopted Nov. 15, 2016, amended art. II in its entirety to read as herein set out. Former art. II, §§ 14-21—14-25, pertained to similar subject matter, and derived from Ord. No. 1319, §§ 1—5, 6-15-93; Ord. No. 1546, §§ VIII, XIX, 11-21-2000; Ord. No. 1664, § I, 8-21-2001; Ord. No. 1675, § I, 2-19-2002; Ord. No. 1968, § 4, 9-20-2011.

Sec. 14-23. Maximum permissible sound.

- (a) *Measurable sound.* No person shall permit, cause, allow, create, or sustain the operation of any source of sound in a manner as to create a sound level emanating from any property that exceeds the sound limits listed in Table 1 for the type of property which is the source of the sound.

Table 1	
Times	Sound Limits
Residential Property	
7:00 a.m. through 10:00 p.m.	55 dB(A) or 65 dB(C)
10:01 p.m. through 6:59 a.m.	50 dB(A) or 60 dB(C)
Non-Residential	
7:00 a.m. through 11:00 p.m.	70dB (A) or 85dB(C)
11:01 p.m. through 6:59 a.m.	55dB (A) or 65dB(C)

- (b) Sound level measurements.
- (1) Outdoor sound level measurements shall be taken from any public or private property adjacent to the property from which the sound being measured reasonably emanates.
 - (2) The measurement of sound shall be made with a sound level meter which complies with the standards for a Type 2 sound level meter in accordance with ANSI S1.4-1983 issued by the American National Standards Institute, or such subsequently enacted standard intended to replace said standard. The slow response setting of the sound level meter shall be utilized for the measurement.
- (c) *Plainly audible sound.* No person shall permit, cause, allow, create, or sustain the operation of any source of sound in a manner as to create a sound level plainly audible from any property at a distance of 100 feet from the property line of the property which is the source of the sound between the hours of 11:00 p.m. and 7:00 a.m., notwithstanding whether said sound exceeds the sound levels set forth in subsection (a) hereof. The exemptions provided by sections 14-24(3) and (4) shall not apply to violations under this subsection (c).
- (d) *Vehicle sound.* No person shall permit, cause, allow, create, or sustain the operation of any source of sound in a manner as to create a sound from any sound amplifying equipment located on or within any motor vehicle plainly audible from a distance of 100 feet. The exemption provided by section 14-24(l) shall not apply to violations under this subsection (d).
- (e) *Plainly audible sound on public property.* No person shall permit, cause, allow, create, or sustain the operation of any source of sound from any public property owned or controlled by the City of New Port Richey or any other governmental entity, including without limitation streets, sidewalks, rights-of-way, easements or parks, in a manner as to create a sound level plainly audible at a distance of 100 feet from the source of said sound at any time, notwithstanding whether said sound exceeds the sound levels set forth in subsection (a) hereof. The exemptions provided by sections 14-24 (3) and (4) shall not apply to violations under this subsection (e).

(Ord. No. 2016-2091, § 2, 11-15-2016; Ord. No. 2017-2108, § 1, 3-7-2017; Ord. No. 2017-2115, § 1, 6-6-2017)

Sec. 14-24. Exemptions.

The following shall be exempt from the sound level limits contained in section 14-23 of this article:

-
- (1) Yard and building maintenance machinery, equipment and tools operated between 7:00 a.m. and 7:00 p.m. when operated with all manufacturer's standard mufflers and noise-reducing equipment in use and in proper operating condition;
 - (2) Construction operations between 7:00 a.m. and 7:00 p.m. Monday through Saturday, and between 10:00 a.m. and 7:00 p.m. on Sunday, for which building permits have been issued, or for construction operations not requiring permits due to the scope of work or ownership of the project; provided all equipment used in the construction operations is operated in accordance with the manufacturer's specifications and with all standard equipment, manufacturer's mufflers and noise-reducing equipment in use and in proper operating condition;
 - (3) Non-amplified human voices;
 - (4) Non-amplified sounds emanating from lawful public assembly or public speaking;
 - (5) Authorized emergency vehicles when responding to an emergency call or acting in time of emergency;
 - (6) Safety signals, warning devices, and emergency pressure relief valves;
 - (7) Electrical or mechanical equipment in proper operating condition, installed and designed for the type of property or use upon which it is placed, providing air conditioning, heat, ventilation, plumbing or electrical service to the property on which it is placed;
 - (8) Emergency generators used only during a loss of electrical power for any cause other than non-payment of utility services or failure to obtain or connect to available electrical service;
 - (9) Electrical or mechanical equipment or devices, including compressors, generators, reciprocating engines, air handlers, and HVAC units, installed on or in buildings or facilities, leased, owned or operated by governmental entities including the City of New Port Richey, Pasco County, the Pasco County School District, and the State of Florida;
 - (10) Aircraft operated in conformity with, or pursuant to, federal law, federal air regulations and air traffic control instructions;
 - (11) Operations of interstate motor and rail carriers, to the extent that local regulation of sound levels of such vehicles has been preempted by the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.) or other applicable federal laws or regulations;
 - (12) Operation of motor vehicles to the extent regulated by Section 316.293 Florida Statutes;
 - (13) Sounds authorized and emanating from activities specifically permitted as a part of permitted sporting events; permitted fireworks displays; permitted parades; permitted events on public property, including public rights-of-way; or other activities or events specifically permitted by the City of New Port Richey, however nothing contained herein shall be deemed to exempt sounds created or caused by members of the public or other invitees in attendance at any such events;
 - (14) Sanitation operations including the unloading, emptying or collection of any waste or recycling container;
 - (15) Sounds emanating from vehicles or equipment owned or operated by governmental entities including the City of New Port Richey, Pasco County, the Pasco County School District, the State of Florida, or their designees, when such vehicles or equipment are engaged in emergency operations, including operations during or following storms, accidents, or other catastrophes; and
 - (16) Sounds emanating from vehicles or equipment owned or operated by governmental entities including the City of New Port Richey, Pasco County, the Pasco County School District, the State of Florida, or their designees, when such vehicles or equipment are engaged in construction operations.

(Ord. No. 2016-2091, § 2, 11-15-2016; Ord. No. 2017-2115, § 2, 6-6-2017)

Created: 2024-11-08 10:28:46 [EST]

(Supp. No. 66)

Sec. 14-25. Enforcement.

- (a) Any New Port Richey Police Department Officer or code enforcement officer may issue citations for violation of this article. Such officer shall attempt to locate and issue a citation to the person causing the sound in violation hereof, or the owner, operator, tenant or occupant of the property from which the sound constituting a violation emanates. If the sound is voluntarily abated to sound levels allowed under this article within ten (10) minutes of the issuance of a verbal warning by the officer, and no prior warnings or citations for violations of this article have been issued to the same person, or concerning the same property, within the preceding twelve (12) month period, no citation shall be issued for said violation. No verbal warning shall be required in any case where the officer is unable for any reason to reasonably access the property, or to reasonably locate the person causing the sound in violation hereof, or the owner, operator, tenant or occupant of the property from which the sound constituting a violation emanates. If an officer is unable to reasonably identify the person causing the sound in violation of this article, but is able to determine the property from which said sound emanates, there is a rebuttable presumption that the sound was caused by the owner of the property, who shall be issued a citation for violation of this article.
- (b) The first violation of this article by any person shall be a class III violation in accordance with the then-existing administrative order pertaining to local ordinance violations in Pasco County, Florida. For each subsequent violation by the same person within the preceding twelve (12) month period, the fine class shall increase by one (1) level. For purposes of this article, any sound that is measured in violation of this article two (2) times at least fifteen (15) minutes apart, even if abated in between measurements, shall be deemed a separate violation.
- (c) Nothing contained herein shall prohibit enforcement of this article by other means, including action in a court of competent jurisdiction for injunctive or other equitable relief. A violation of this article shall be deemed a public nuisance, subject to abatement under law. In any legal action initiated by the city to enforce this article, the court shall award the city its reasonable attorneys' fees and court costs incurred in said action.

(Ord. No. 2016-2091, § 2, 11-15-2016)



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Robert Kochen, Chief of Police

DATE: 5/6/2025

RE: Consider Continuation of Agreement w/BayCare Behavioral Health for Social Worker Services

REQUEST:

Approve Memorandum of Understanding Agreement w/BayCare Behavioral Health, Inc (BCBH) in the amount of \$67,452.56 for case manager/social worker services to assist the New Port Richey Police Department's Life Improvement Facilitation Team (LIFT). Also, approve the budget amendment which allocates opioid settlement fund dollars into the F.Y. 2025 police budget to pay for the case manager/social worker for the remainder of F.Y. 2025.

DISCUSSION:

Under the current agreement with BayCare Behavioral Health, which expires in June 2025, the social worker (in partnership with the LIFT Team) provides critical "wrap-around-services" to those in need. In fact, the social worker's keen ability to locate the appropriate "wrap around services" allows the LIFT Team to spend much more time in the field identifying those in need. The social worker/LIFT Team partnership is invaluable and has greatly enhanced our ability to assist people.

The renewed agreement with BCBH will continue to enhance the services the LIFT Team provides to our community by having a case manager/social worker available (as per the terms of the MOU) to provide comprehensive "wrap-around-services" to help end homelessness, provide mental health support, provide substance abuse services, and to support our LIFT Team's overall efforts within the community.

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

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

RECOMMENDATION:

Approve Memorandum of Understanding Agreement w/BayCare Behavioral Health, Inc (BCBH) in the amount of \$67,452.56 for case manager/social worker services. Also, approve the budget amendment which allocates Opioid Settlement Fund dollars into the F.Y. 2025 police budget to pay for the case manager/social worker services.

BUDGET/FISCAL IMPACT:

The attached budget amendment allocates Opioid Settlement Fund dollars into the F.Y. 2025 police budget to pay for case manager/social worker services for the remainder of fiscal year 2025.

ATTACHMENTS:

Description	Type
□ Social Worker Memorandum of Understanding Agreement	Backup Material

MEMORANDUM OF UNDERSTANDING AGREEMENT

This Memorandum of Understanding Agreement (MOU) is made effective as of the ____ day of June, 2025 by and between **BAYCARE BEHAVIORAL HEALTH, INC.**, a Florida corporation not for profit, herein referred to as "**BCBH**" and the **CITY OF NEW PORT RICHEY, FLORIDA**, hereinafter referred to as "**NPR**", each of which may be individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

a. **Case Management Initiative**

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

b. **Life Improvement Facilitation Team Initiative**

BCBH shall assign one (1) highly qualified mental health professional employed by **BCBH** to be funded by **NPR**. The dedicated mental health professional will be available to **NPR** during normal business hours to provide expertise on matters related to behavioral health and available community resources. **BCBH** will provide **NPR** with such information as mutually determined from time to time as reasonably necessary to serve and advance their cooperative efforts to further each party's mutual and individual interests in enhancing outreach, assessment, diversion, treatment, care coordination, and cross-system collaboration for adults/juveniles with mental illness, substance use and/or co-occurring disorders who are at risk of or are involved with the criminal justice system. **BCBH** will provide supervision of the mental health professional dedicated to this initiative. **BCBH** will provide training in accordance with **BCBH** policies and procedures to the mental health professional dedicated to this initiative. **BCBH** will assist in providing training to employees of **NPR** and other agencies. **BCBH** will notify **NPR** in circumstances when it believes a client is a danger to themselves or others. Further, **BCBH** shall request **NPR's** assistance in any instance where the individual **BCBH** wishes to contact or is in contact with is believed to be armed or dangerous and will relay this information to **NPR**. **BCBH** will provide information and data to **NPR** and **NPR** will protect such data, with appropriate release of information and in accordance with the provisions of applicable statutes, including Section 394.4615, Florida Statutes, and in accordance with the Confidentiality and HIPAA section outlined below.

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

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

5. **NPR DUTIES:**

a. **Life Improvement Facilitation Team Initiative**

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

NPR Police Department to **BCBH** staff for purposes of mutual understanding, safety and collaboration. NPR will respond to requests from **BCBH** to stabilize situations and provide security within its jurisdiction.

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

NPR shall respond to requests from **BCBH** to stabilize situations and provide security as NPR resources permit. NPR will conduct Baker Act transports according to the Transportation Exception Plan for Pasco County. NPR may request **BCBH** assistance in those circumstances where an individual is in crisis and exhibiting signs of mental illness, but are not clearly identifiable as being subject to the Baker Act and are not subject to arrest for any criminal law offense. NPR will consult with **BCBH** upon the arrival of **BCBH** employees and will stand by with them for a reasonable amount of time if requested to do so. Once **BCBH** employees arrive, NPR will collaborate with **BCBH** regarding the determination to initiate a Baker Act proceeding. NPR retains the authority to take the person into custody if necessary for any lawful reason, including preventing a breach of the peace or protecting its employees, **BCBH** or others. During any interaction with **BCBH**, NPR will complete the paperwork required by agency policy based on the circumstances.

6. **COMPLIANCE WITH GENERAL ORDERS:** **BCBH's** agents and employees shall comply with all NPR Police Department General Orders, Agency Directives, and General Correspondence as currently written or hereafter amended.
7. **BACKGROUND SCREENING:** All employees or agents of **BCBH** working with the NPR Police Department pursuant to this MOU must have a valid State identification card (or Florida Driver License), such that the Police Department can conduct a background check, warrants check, and fingerprint clearance. Prior to any employee of **BCBH** being permitted to work at the NPR Police Department facilities, his or her files must be processed through and approved by the NPR Police Department Human Resources Section. NPR Police Department has the final authority of who is permitted to work at the NPR Police Department facilities. For any reason, as determined by NPR Police Department, an employee or agent of **BCBH** may be denied access to the secure areas of the NPR Police Department facilities and/or may be permanently denied access to the secure areas of the NPR Police Department facilities at any time.
8. **INDEMNIFICATION AND LIABILITY:** Without limiting the sovereign immunity of NPR, and to the extent specifically authorized by law, including Section 768.28, Florida Statutes, the Parties shall hold each other harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, agent or other representative of said Party. The Parties shall defend, indemnify and hold each other, and each other's respective subsidiaries, insurers, agents and employees, harmless against all liability, loss, damage and expenses (including reasonable attorneys' fees) resulting from or arising out of this MOU to the extent such liability, loss, damage or expense is proximately caused by the negligent act(s) or omission(s) by the party from whom indemnity is sought, including such party's agents or employees in furtherance of this MOU. The provisions of this Paragraph shall survive the expiration or termination of this MOU. Each Party assumes the risk of all liability arising from its respective activities pursuant to this MOU, and from the acts or omissions of its respective officers, agents, or employees.

9. **GOVERNING LAW AND VENUE:** The laws of the State of Florida govern this MOU and venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida. Each party shall be responsible for its own attorney's fees and costs.
10. **ASSIGNMENT:** The Parties shall not assign, sublet, or otherwise dispose of this MOU, without first obtaining the written consent of the other Party.
11. **COMPLIANCE WITH LAWS:** The Parties shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies applicable thereto. The Parties shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, sex, color, or national origin be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of this MOU. The Parties will comply with the Health Insurance Portability and Accountability Act, regulations promulgated under Florida Statute chapters 394 and 491, and agree to execute the Business Associate Addendum, attached hereto as Exhibit "B" (Business Associate Addendum).
12. **CONFIDENTIAL INFORMATION:** Each Party acknowledges that it will have access to certain confidential information of the other Party concerning the other Party, including the terms and conditions of this MOU. "Confidential Information" shall mean all: (a) technical, business, financial, pricing and other data and/or information of the disclosing party that is disclosed/transmitted to or otherwise received/retrieved by the receiving party, whether orally or in writing; (b) patient information; and/or (c) other non-publicly available information related to the disclosing party's business or operation. Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee information. Confidential Information does not have to be labeled as such to be considered confidential. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this MOU, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need-to-know basis), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information. The receiving party will: (a) secure and protect the Confidential Information by using the same or greater level of care that it uses to protect its own confidential and proprietary information of like kind, but in no event less than a reasonable degree of care, and (b) require each of its respective employees, agents, associates, independent contractors, subcontractors, outsourcers, and/or other service providers who have access to such Confidential Information to execute confidentiality agreements in their own right that are no less restrictive than the terms of this MOU. The disclosing party retains ownership of Confidential Information. The confidentiality obligations continue until such item ceases to be secret, proprietary, and/or confidential (unless as a result of wrongful conduct by receiving party or their agents. The provisions of this MOU shall be subject to the Florida Public Records Act and related laws which may supersede the provisions hereof, which is hereby acknowledged by BCBH, to the extent related to the terms of the MOU that fall under the Florida Public Records Act and related laws.
13. **ENTIRE AGREEMENT:** This MOU and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the Parties hereto with respect to the transactions contemplated by this MOU and supersedes any prior or contemporaneous MOU or representation, oral or written, by or between the Parties related to the subject matter hereof.

14. **MODIFICATION:** This MOU may be modified only by written instrument executed by both Parties. Changes to this MOU, may be made by Addenda in writing, signed by the Parties.
15. **TERMINATION:** Either party upon thirty (30) days written notice may terminate this MOU, without cause, upon notice delivered via certified mail, return receipt requested or via hand delivery with proof of delivery. In the event of a documented safety concern, a violation of HIPAA, or a violation of any other applicable law (including Public Records laws), either Party may terminate this MOU immediately. **NPR** may terminate this MOU immediately upon the insolvency, bankruptcy, or receivership of **BCBH**, or its failure to maintain insurance in accordance with the insurance provision of this MOU.
16. **MINIMUM SECURITY REQUIREMENTS:** Throughout the Term of the Agreement, **NPR shall:**
- (i) use industry standards in terms of information and data security procedures to prevent the unauthorized or fraudulent: (a) use of **NPR's** computer systems or network devices to communicate, induce, attack, or compromise **BCBH**; and (b) access, transmission, or disclosure of **BCBH** Data;
 - (ii) use industry standards to protect **NPR's** infrastructure, computer systems, and network devices, including but not limited to such systems and devices that access, transmit, and/or store **BCBH** Data; and
 - (iii) report to **BCBH's** Vice President/Chief Information Security Officer at 727-467-4700 within twenty-four (24) hours of any confirmed security breach or security incident that has the potential to impact **BCBH** or **BCBH** Data.

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

17. **ADVERTISING/PUBLICITY:** **BCBH** has a policy prohibiting the use of its name, brand, likeness, trademarks, or other intellectual property for publicity and/or advertising purposes. All requests to use **BCBH's** name, brand, likeness, trademarks/intellectual property, statements from employees, results from questionnaires, or any other related requests ("Publicity/Advertising Requests") must be submitted in writing to **BCBH** for review and approval. **BCBH** may approve or disapprove all Publicity/Advertising Requests in its sole discretion. If **BCBH** notifies **NPR** of any breach of this clause, **NPR** shall immediately cease and desist the breaching conduct, and **BCBH** shall be entitled to terminate this Agreement.
18. **INDEPENDENT CONTRACTORS:** This MOU shall create an independent contractor relationship between the parties. Nothing in this MOU shall be deemed to create a joint venture, partnership, agency, employment, or similar relationship. Neither party has the authority to enter into any contract or incur any other obligation on behalf of or in the name of the other party. Each

party will be solely responsible for all the acts, inactions, and/or claims relating to itself and its employees, agents, and/or subcontractors including, but not limited to: compliance with laws governing workers' compensation, Social Security, and withholding; payment of any and all federal, state and local personal income taxes; disability insurance; unemployment; and any other taxes for such persons.

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

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

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

To: BCBH

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

With copy to:

BayCare Health System, Inc. 2985 Drew Street
Clearwater, Florida 33759

To: NPR

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

21. **RESOLUTION OF DIFFERENCES:** The Parties will create a process to resolve disputes or differences and to solve problems, working first to resolve disputes between them. The process will include timelines for regular meetings to review the MOU, plan collaborative activities, update each other on the plan achievement, and resolve issues. Each Party will identify a liaison to be responsible for MOU communication and plan implementation.
22. **INSURANCE: BCBH** will provide **NPR** at the time of the execution of this MOU a Certificate of Insurance indicating workers' compensation, general liability, property, and casualty coverage in an amount adequate to meet contract requirements, attached hereto as Exhibit "A". **BCBH's** insurance will be primary and non-contributory as it relates to the work performed under this MOU. The Certificate of insurance must contain an endorsement naming "City of New Port Richey, Florida" as an additional insured and certificate holder. The Certificate of Insurance must also contain waiver of subrogation in favor of **NPR**. **NPR** shall provide **BCBH** a Certificate of Insurance indicating workers' compensation, general liability, property, and casualty coverage in an amount adequate to meet contract requirements, attached hereto as Exhibit "A" and the work performed under this MOU. The Certificate of Insurance must contain an endorsement naming "BayCare Health System, Inc." as additional insurance and certificate holder. The Certificate of Insurance must also contain a waiver of subrogation in favor of BayCare Health System, Inc. Notwithstanding the requirements of this section, either party may elect to satisfy any or all of the above insurance requirements by use of self-insurance, and/or a captive insurance company owned by the other party. The responsibility to fund any financial obligation for self-insurance and/or a captive insurance company owned by either party shall be assumed by, for the account of, and at the sole risk of that party.
23. **INDEPENDENT CONTRACTOR:** The relationship between the Parties is that each party is independent of each other and none is the agent of the other. Each Party and its officers, agents, and employees shall not be deemed to be the officers, agents, or employees of the other Party by virtue of this MOU.
24. **WAIVER:** This MOU shall not be construed as a waiver of any rights to sovereign immunity granted to **BCBH** and **NPR** under the laws and Constitution of the State of Florida. No waiver under this MOU will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein.
25. **SEVERABILITY:** If any provision of this MOU is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this MOU will remain in full force and effect and enforceable.
26. **LICENSES: BCBH** and its employees and staff shall be duly licensed as required to perform services by the state, county and/or municipality where services are to be performed.
27. **CJIS INFORMATION:** The FBI Criminal Justice Information Services (hereinafter referred to as "CJIS") Security Policy Version 5.9 mandates all agencies connected to the FBI CJIS systems

adhere to regulations set forth within the Security Policy. Part of the Security Policy outlines directives dealing with personnel security. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy and in the Security Addendum, which can be found in Appendix H, which will be provided to **BCBH** upon request. These sections include information on documentation which should be maintained to remain in compliance with the Security Policy. **BCBH** shall follow all CJIS Security Policy rules and regulations, as applicable. In the event an employee or agent of **BCBH** working with **NPR** in accordance with this MOU is no longer employed by **BCBH**, **BCBH** shall immediately notify **NPR**.

28. **EXCLUDED PROVIDER:** Each party represents and warrants that it is not, and at no time has been, excluded, debarred, suspended, or been otherwise determined to be, or identified as, ineligible to participate in any federally funded health care program, including, but not limited to, the Medicare and Medicaid programs (collectively, the "Governmental Program"). Each party shall immediately notify the other of any threatened, proposed, or actual exclusion from any Governmental Program. If either party is excluded from any Governmental Program during the Term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that either party is in breach of this Section, this MOU shall, as of the effective date of such exclusion or breach, automatically terminate. If any employee, agent, or independent contractor of either party is excluded from any Governmental Program, that party must immediately remove that employee, agent, or independent contractor from providing services pursuant to this MOU. Without limiting any sovereign immunity and to the extent permitted by law, each party shall indemnify, defend, and hold harmless to the other against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising, directly or indirectly, out of any violation of this section.
29. **SCRUTINIZED COMPANIES: E-VERIFY:** This MOU may be terminated by **NPR** if **BCBH** is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel under Section 287.135 Florida Statutes. **BCBH** shall verify the immigration status of all of its employees in accordance with section 448.095 Florida Statutes, using the federal E-Verify system, and shall provide **NPR** an affidavit of compliance with the aforesaid statute within thirty (30) days of the Effective Date. This MOU may be terminated by **NPR** if **BCBH** is found to have violated or is suspected of violating section 448.095 Florida Statutes.

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

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

BayCare Behavioral Health, Inc.

By: _____

Name, Title: Gail Ryder, Vice President

City of New Port Richey, Florida

By: _____

Name, Title: _____

EXHIBIT A
MINIMUM INSURANCE REQUIREMENTS

Professional Services

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

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

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

7. Cancellation Or Lapse of Insurance. Each party shall give thirty (30) calendar days prior written notice to the other party of cancellation, non-renewal, or material change in coverage, scope, or amount of any policy.
8. Other Insurance Requirements. Insurance policies required hereunder shall be issued by insurance companies (i) authorized to do business in the State of Florida, and (ii) with a financial rating of at least an A-VII status as rated in the most recent edition of A.M. Best's Insurance Reports.
9. Any exception to these requirements must be approved in writing by the other party.
10. Either party may fulfill its insurance obligations through self-insurance. The rights to self-insure are conditioned upon and subject to (a) the party now having and hereafter maintaining a tangible net worth of \$100,000,000 and (b) the party maintaining appropriate loss reserves for the amount of self-insurance obligations under this MOU and otherwise which are actually derived in accordance with accepted standards of the insurance industry and accrued (i.e. charged against earnings) or otherwise funded. In the event the party fails to fulfill the foregoing self-insurance requirements, then the party shall immediately lose the right to self-insure and shall be required to provide the applicable insurance, provided, however that the party's self-insurance shall continue in full force and effect until the applicable insurance is issued by a qualified insurance company.

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



BUDGET AMENDMENT REQUEST

Date 5/6/2025

NO. _____

INCREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001 389920	General	Prior Year Fund Bal - Opioid	-	16,870	16,870
001064 43499	General	Contractual Services	53,590	16,870	70,460

DECREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget

Explanation: use of FY24 Opioid Settlement Funds towards the remainder of 2024 - 2025 BayCare social worker contract with effective dates of July 2025-September 2025.

Requested By: Robert Kochen
Department Head

Approved By:
Finance Director Crystal Dunn
City Manager _____

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

Date Posted _____ Current Month _____ Posted By: _____



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Robert Kochen, Chief of Police

DATE: 5/6/2025

RE: Approval of Criminal Justice Information Sharing Agreement w/Pasco County Sheriff's Office

REQUEST:

The request for the city council is to approve the Criminal Justice Information Sharing (CJIS) Interagency Sharing Agreement with the Pasco County Sheriff's Office.

DISCUSSION:

The Sheriff's Office currently maintains criminal justice information networks consisting of Computer Aided Dispatch Systems (CAD), Records Management Systems (RMS), Mobile Computer Terminal (MCT), as well as other systems. The New Port Richey Police Department has direct access to these systems and shares information across these systems with the Sheriff's Office and other police agencies.

This interagency CJIS agreement outlines the responsibilities of both parties as it relates to the operations of the CJIS systems.

City Attorney Tim Driscoll has reviewed this agreement and approved it as to form.

RECOMMENDATION:

Approve the Criminal Justice Information Sharing (CJIS) Interagency Sharing Agreement with the Pasco County Sheriff's Office.

BUDGET/FISCAL IMPACT:

No Budget Impact

ATTACHMENTS:

Description	Type
❑ Criminal Justice Information Sharing Agreement	Backup Material

INTERAGENCY AGREEMENT

THIS AGREEMENT is made and entered into by and between the Pasco Sheriff's Office (hereinafter referred to as "SHERIFF") and the New Port Richey Police Department (hereinafter referred to as "PD"),

THIS AGREEMENT is made and entered into by and between the undersigned agencies in Pasco County, Florida, for Criminal Justice Information Exchange and use of Criminal Justice Information Systems and/or Networks, as defined by the Florida Department of Law Enforcement (FDLE).

WITNESSETH

WHEREAS, The SHERIFF currently maintains criminal justice information networks consisting of Computer Aided Dispatch Systems (CAD), Records Management Systems (RMS), Mobile Computer Terminal (MCT), as well as other systems.

WHEREAS, The PD wishes to maintain records, access Criminal Justice Information (CJI), and share/exchange the CJI between all parties covered under this agreement for the administration of Criminal Justice;

NOW THEREFORE, the parties agree as follows,

1. The PD agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of CJI.
2. All policies, procedures, and operating instructions contained in the FBI CJIS Security Policy and FDLE Criminal Justice User Agreement are hereby incorporated into and made part of the agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.
3. The PD agrees that it shall make use of the records for authorized criminal justice purposes only.
4. The PD will disseminate CJI related information obtained from SHERIFF only for criminal justice purposes.
5. The PD will maintain any information obtained from SHERIFF in a secure place, and will destroy records containing such information in compliance with all applicable federal and state laws and any other rules or regulations as required by the FBI or FDLE.
6. The SHERIFF and PD will ensure that all CJI data that is electronically transmitted outside of an FBI CJIS Security Policy defined physically secure location is encrypted as required by the FBI CJIS Security Policy, unless the FDLE has granted an exception.
7. To the extent provided by the laws of Florida, the PD agrees to be responsible for the violations, negligent acts, or omissions of its personnel arising out of or involving any information contained in, received from, entered into, or through the receipt of the records. The PD agrees to save and hold harmless, and indemnify the SHERIFF from any and all liability related to or arising out of the operation of this Agreement. CJI may only be accessed via computers or interface devices owned by the PD or contracted entity. Personally owned devices shall not be authorized to access, process, store, or transmit CJI.

8. PD shall report instances of misuse to SHERIFF and FDLE for follow up of applicable investigations and discipline in compliance with the FBI CJIS Security Policy.
9. This Agreement shall take effect upon the full execution of this Agreement by both Parties and shall continue until terminated as provided in this Agreement.
10. Either Party may terminate this Agreement upon thirty (30) days written notice, except that the SHERIFF may terminate this Agreement immediately and without notice upon finding that PD has violated the terms of this Agreement.

NOW THEREFORE, The SHERIFF and PD further agree as follows,

TELETYPE SERVICES

The PD Teletype Services will remain within the PD and will not utilize the SHERIFF'S Teletype Services. However, in the event of an interruption of service of one of the Parties and there is a critical or time sensitive record needing entry, the other Party shall make a good faith effort to assist in entering the information into FCIC/NCIC.

DISPATCH SERVICES

The SHERIFF partners with PASCO COUNTY DEPARTMENT OF EMERGENCY SERVICES, a Non-Criminal Justice Agency, with a designated ORI that performs dispatch services. In coordination with the SHERIFF, the PASCO COUNTY DEPARTMENT OF EMERGENCY SERVICES will provide dispatching for the PD via their oversight agreement. Per the agreement as oversight, the SHERIFF's office ensures all required vetting and training for the staff of the PASCO COUNTY PUBLIC SAFETY CENTER is conducted and ensures adherence to FDLE and FBI CJIS Security Requirements. All 911 calls will be handled by the Dispatch Center and they will dispatch units from there. PD will answer their own non-emergency calls, initiate the call, and get it started before transferring it to the Dispatch Center to go through their QA and process.

HARDWARE

The PD is responsible for all costs associated with maintenance and updates to their equipment.

TECHNICAL SUPPORT

In the event the PD requires Information Technology Support regarding its use and administration of the CJIS Systems/Applications, the SHERIFF agrees to provide said technical support services to the PD

The SHERIFF and the PD, through their policies and procedures, will manage levels of user or group access to the CJIS Systems/Application for their respective agencies.

The PD is responsible for any firewalls between the PD, the City of New Port Richey, and the SHERIFF that may be required to meet state and federal security requirement.

The PD has entered into a Management Control Agreement with the City of New Port Richey for Information Technology support of their network devices and systems. The City has an agreement with a third party for IT support that is referenced within the Management Control Agreement. Per the FBI CJIS Security Policy requirements, all personnel of the third-party IT support vendor have undergone a fingerprint-based background check under the PD's ORI, have the appropriate level of Security

Awareness Training and have each signed a Security Addendum that remains with the PD. The third-party IT vendor may at times require access to the devices provided by the SHERIFF's office for PD use. In these instances, the PD agrees to maintain the required vetting for all vendor personnel and provide these to the SHERIFF's office upon request. The PD agrees to also provide a list of the vendor personnel to the SHERIFF's office and notify the SHERIFF's office of any personnel changes. The PD will act as a Lead Contract Agency for the vendor personnel as they will be accessing the PD network as well as have IT privileges to devices that are owned and monitored by the SHERIFF's office.

FINANCIAL RESPONSIBILITY OF PD

The PD agrees it is responsible for any and all initial and recurring software charges based on the PD's access of the criminal justice information systems, including but not limited to data conversion; annual maintenance fees; software licenses; costs to upgrade, repair and/or replace servers; software upgrades; Software licenses that provide a secure connection to the criminal justice information systems; and any other necessary and reasonable expenses.

MOBILE COMPUTER TERMINAL (MCT)

The SHERIFF maintains a mobile computer terminal (MCT) software and the software's main purpose is to assist law enforcement dispatching activities.

The SHERIFF shall be responsible for the maintenance, upgrades, and repairs to the SHERIFF'S MCT software.

The SHERIFF provides access to PD via its MCT system by a FIPS 140-2 compliant VPN connection.

COMPUTER AIDED DISPATCH (CAD)

The SHERIFF maintains a computer-aided dispatch (CAD) system whose main purpose is to receive and dispatch calls for service relating to law enforcement matters.

The SHERIFF shall be responsible for the maintenance, upgrades, and repairs to the SHERIFF'S CAD system.

The SHERIFF provides access to PD via SHERIFF's CAD system via FIPS 140-2 compliant VPN connection to the PD. This access may be utilized via hardware provided by the SHERIFF or hardware provided by the PD.

RECORDS MANAGEMENT SYSTEM (RMS)

The SHERIFF maintains a Records Management Systems (RMS).

The SHERIFF provides access to the PD via its RMS by a FIPS 140-2 compliant VPN connection.

OTHER CJIS SYSTEMS/APPLICATIONS

The SHERIFF maintains other criminal justice networks that may be shared with the PD. If the SHERIFF provides access to PD to any other SHERIFF criminal justice information networks or applications, the connection will be through a provided VPN connection.

AUDITING LOGS FOR CJIS SYSTEMS

The SHERIFF will review all CJI Systems logs for inappropriate/improper use as required by the CJIS Security Policy Section 5.4. If the logs show inappropriate/improper use for any PD users, the SHERIFF's local agent security officer (LASO) will contact the PD LASO and alert the agency of the information obtained via the logs.

This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the duly authorized officials.

Pasco Sheriff's Office

Chris Nocco, Sheriff

Date

New Port Richey Police Department

Robert Kochen, Chief

Date



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: 5/6/2025
RE: Recreation and Aquatic Center Summer Membership Sale

REQUEST:

The request before City Council is to review and consider for approval the proposed Recreation and Aquatic Center 2025 Summer Membership Sale.

DISCUSSION:

The Recreation and Aquatic Center has held a Summer Membership Sale for facility memberships spanning for four weeks between early May to early June.

The Summer Membership Sale allows families or individuals to utilize the Recreation and Aquatic Center at a discounted rate of 20% for Residents and 10% for Non-Residents for the summer break when school is not in session.

Staff proposes the following price points based on the 20% Resident and 10% Non-Resident discounts for summer memberships:

Resident Rate

Resident Youth - \$38.40
Resident Senior - \$48.00
Resident Adult - \$67.20
Resident Household - \$120.00

Non- Resident Rate

Non-Resident Youth - \$54.00
Non-Resident Senior - \$67.50
Non-Resident Adult - \$97.20
Non-Resident Household - \$189.00

The proposed sale dates are from May 7th through June 4th, 2025. Summer memberships would be active from the date of purchase through August 10th, 2025.

RECOMMENDATION:

The recommendation is to approve the 2025 Summer Membership Sale dates and discount percentages as proposed.

BUDGET/FISCAL IMPACT:

The anticipated revenue from the Summer Membership Sale is factored into the Recreation Membership (001-347220) revenue account projections.

ATTACHMENTS:

Description	Type
☐ Summer Membership Sale flyer	Backup Material

SUMMER

MEMBERSHIP SALE

	Resident	Non-Resident
Youth	\$38.40	\$54.00
Senior	\$48.00	\$67.50
Adult	\$67.20	\$97.20
Household	\$120.00	\$189.00

This membership sale will start Wed., May 7th, 2025 and end Wed., June 4th, 2025.

Your Summer Membership will be active from the day of purchase through Sun., Aug. 10th, 2025.



Follow Us On
Instagram



@nprrccenter

6630 Van Buren St. • (727) 841-4560
www.cityofnewportrichey.org

Like Us On
Facebook



Summer Membership Sale Data			
	2022	2023	2024
Adult	11	10	20
Household	162	59	58
Senior	17	12	4
Youth	33	23	24
Totals	223	104	106



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Robert M. Rivera, Public Works Director
DATE: 5/6/2025
RE: Fire Station No. 1 Building Hardening Improvements Project – Engineering Services

REQUEST:

Attached for City Council's review and consideration for approval is Task Order No. 25-001 from K2M Design, Inc. in the amount not to exceed \$75,180.00 for engineering services associated with the design and construction phases of Fire Station No. 1 Building Hardening Improvements Project.

DISCUSSION:

As City Council is aware, Fire Station No. 1 is located at 6333 Madison Street just north of the Library and City Hall structures and connected by a common parking lot. The structure was built in 1964 and renovated in 1993. The bay is approximately 7,200 square feet and can hold three trucks. The station houses five fire personnel per shift. In addition to its normal fire and rescue operations, Fire Station No. 1 is a critical facility during storms and natural disasters housing first responders pre and post storms.

The City of New Port Richey, Florida has received a grant in the amount of \$572,005 from the U.S. Department of Housing and Urban Development and the City will provide \$397,495 in matching funds for a total budget of \$969,500 for the purpose of hardening Fire Station #1. The hardening will include the replacement of the metal roof, the replacement of the bay doors, exterior doors and windows. The replacement of the existing 85kw generator that is currently 22 years old. Brick and grout repairs and remodeling of the existing bathrooms.

Should City Council approve the attached task order, it is anticipated that the construction phase would begin in October/November of 2025.

RECOMMENDATION:

Approval of Task Order No. 25-001 is recommended.

BUDGET/FISCAL IMPACT:

The project is included in the City's current Capital Improvement Program and funds are identified as CDBG and Penny for Pasco Tax Dollars.

ATTACHMENTS:

Description	Type
□ Task Order	Backup Material

Date: April 21, 2025

Client: Mr. Martin Field
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

Sent via email to:

FieldM@CityOfNewPortRichey.org

Design Professional: K2M Design®, Inc.
1150 Virginia Street
Key West, FL 33040

Representative: Heather Carruthers

Project: New Port Richey Fire Station #1 Hardening
6333 Madison Street in New Port Richey, Florida 34652

I. PROJECT SCOPE

- A. **Description:** The City of New Port Richey, Florida has received a grant in the amount of \$572,005 from the U.S. Department of Housing and Urban Development and will provide \$397,495 in matching funds for a total budget of \$969,500 for the purpose of hardening Fire Station #1 to mitigate against wind damage and to renovate the four (4) restrooms. The hardening will include replacing a roof, replacing bay doors, exterior doors and windows, replacing the generator, EIFS & brick repair.

Fire Station #1, located at 6333 Madison Street, was built in 1964 with an addition and renovations occurring in 1993. The building is Risk Category IV and approximately 7,200sf. on two levels. The bay can hold three trucks and the station houses five personnel per shift. The 85kw natural gas generator is 22 years old. It is a critical facility during storms and natural disasters housing first responders pre- and post-storms.

- B. **Details:** Project includes three basic components.

1. Hardening of building envelope with new hurricane-resistant materials
 - a. Replacement of (4) exterior doors, including preparation for card readers on (3) of them
 - b. Replacement of existing metal roof (approximately 2,900sf)
 - c. Replacement of (2) existing 12' x 12' opaque bay doors
 - d. Replacement of (3) existing 12' x 12' transparent doors
 - e. Replacement of (13) exterior windows
 - f. Repair of exterior brick and EIFS, including sealing
2. Replacement of existing 85kw generator
3. Renovation of (4) restrooms
 - a. ADA compliant public restroom on lower level
 - b. Staff restroom on lower level
 - c. Two restrooms on upper level

- C. **Services:** ARCHITECT shall provide Architectural, Structural, Mechanical, Plumbing and Electrical Engineering as described herein. Project will be delivered in Preliminary (Schematic) Design, Final Design (Construction Documents), Bidding, Permitting and Services During Construction (Construction Administration) phases.

4. **PRELIMINARY DESIGN**

a. **Due Diligence**

Due diligence includes field measurement and non-destructive verification of existing site and building conditions related to the project scope, including field notes and photos to produce design backgrounds. The intent is not to provide “as-built” documentation for the project, but documentation sufficient to the design.

b. **Schematic Design**

The purpose is to produce a design solution illustrating the scale and relationship of the project components based on project requirements. The Schematic Design Documents shall consist of drawings and other documents including:

- preliminary building plans
- elevations
- Finishes, products, and equipment selections

Documents: All Documents are considered complete to the level of Schematic Design and include code analysis, drawings, and specifications.

Approval: Documented approval of Schematic Design phase by Client.

5. **FINAL DESIGN (CONSTRUCTION DOCUMENTS)**

Based on Client’s approval of the Schematic Design Documents and on Client’s authorization of any adjustments in the project requirements and the budget for the cost of the work, ARCHITECT shall prepare Construction Documents for Client’s approval. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and defining the design intent. The Construction Documents illustrate and describe the further development of the approved Schematic Design Documents and other requirements for the construction of the work. A rough order of magnitude cost will be prepared.

Client and ARCHITECT acknowledge that to construct the work, the Contractor will provide additional information, including shop drawings, product data, samples, and other similar submittals as specifically requested by ARCHITECT, which ARCHITECT shall review if engaged to do so. During the development of the Construction Documents, Client is responsible for the development of its procurement documents which ARCHITECT will include in the project manual.

Contract Documents

Architectural

- *Cover Sheet*
- *General Notes and Legends, Drawing Index, Code Analysis, and Misc. Information*
- *Demolition Plans, Elevations, and Photographs*
- *Floor and Roof Plan(s)*
- *Building Elevations*
- *Window, Door, Hardware, and Finish Schedules*
- *Exterior and Interior Details*

Structural

- *General Notes and Legends*
- *Special Inspections*
- *Roof Uplift calculations and pressure design*
- *Special Sections and Details*

Mechanical (restroom renovation)

- *General Notes and Legends*
- *Venting Plan, Details, & Schedule*

Plumbing (restroom renovation)

- *General Notes, Schedules, and Legends*
- *Sanitary and Domestic Water Floor Plan Modifications*
- *Details*

Electrical

- *General Notes and Legends*
- *Power and Lighting Plan Modifications*
- *Generator equipment schedule*

CSI Specifications

- *Final Standard Requirements (Division 00 and 01) Cover Sheet – provided by Client*
- *Table of Contents*
- *Final Technical Specifications (Divisions 02-49) may be drawing or book based.*

Approval: Documented approval of Contract Documents phase by Client prior to Permitting and Bidding.

6. PERMITTING ASSISTANCE

ARCHITECT shall prepare and submit the electronic stamped and signed PDF Contract Documents for plan approval and building permit. ARCHITECT shall routinely follow up in support of permit applications including responding to plan review comments, coordinate with the AHJ and site visits if required.

7. BIDDING

- a. **Contract:** ARCHITECT shall assemble contract documents for bidding and submit to the CITY with the final contract documents.
- b. **Document Delivery:** Upon advertisement of the Contract and initiation of the bidding process, ARCHITECT will provide an electronic file to the CITY which contains the Contract Document and Construction Plans in PDF format.

- c. **Pre-Bid Meeting:** Upon scheduling of the Pre-Bid Meeting by the CITY, the ARCHITECT will coordinate with the CITY to develop the proper meeting agenda. The ARCHITECT will be directly involved in the meeting communications and adequately describe the project specifics to the attending bidder/parties.
- d. **Addenda Preparation:** ARCHITECT will prepare and issue Addenda as necessary to render interpretations and clarifications of the Contract Documents, and issue clarifications or changes to bidders as requested by Client. Upon receipt of bids we will prepare a bid tabulation sheet and conduct a review of all bids with Client. Value engineering, alternates evaluation, substitution requests, and additional project items are excluded and are considered an additional scope of service.

8. SERVICES DURING CONSTRUCTION (CONSTRUCTION ADMINISTRATION)

ARCHITECT provides consultation to the Contractor and Client to answer questions, respond to inquiries, and assist in resolving issues arising from the work. All contractors' submittals, where applicable, are to be forwarded to ARCHITECT in electronic format. During the Construction phase ARCHITECT provides the following:

- a. **Office Administration:** inclusive of RFI response and shop drawing reviews but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A total of (40) hours is included in the base fee.

- II. **Construction Observation/Field Services:** The ARCHITECT shall visit the site at intervals appropriate to the stage of construction (coinciding with pay-apps) to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. **Deliverables**

The Scope of Services is to include the following deliverables:

- Schematic design drawings.
- Final Design Drawing
- ARCHITECT's Opinion of the Probable Rough Order of Magnitude cost

III. Assumptions

The Scope of Services is based upon the following assumptions:

- **Property/Easement Acquisitions:** It is assumed that no easement acquisition activities are required as part of this Task Order.
- **Construction Phase Services:** It is assumed the CITY will provide staff for on-site observation for the duration of the construction phase.

IV. Conditions

- A. Refer to APPENDIX A for Stipulations, Exclusions, and Additional Services.
- B. Refer to APPENDIX B for Hourly Rates.
- C. Refer to APPENDIX C for Terms and Conditions.

V. ARCHITECT'S Compensation

- A. For Services described in herein, Client agrees to pay a Fixed Fee AS NOTED IN FEE SCHEDULE BELOW and required to complete the services, unless otherwise mutually agreed to in writing.

FEE SCHEDULE	
Pre-Final Design	\$ 33,900.00
Final Design	\$ 30,220.00
Permit Assistance	\$ 790.00
Bid Services	\$ 1,550.00
Services During Construction	\$ 8,720.00
	\$ 75,180.00

- B. The Fixed Fee includes "Expenses" except "Building Permit / Plan Review Fees" as well as "Assigned Consultants." Refer to the Terms and Conditions.
- C. During the course of the work, the ARCHITECT shall notify the CITY in writing of any unanticipated costs or out of scope work and shall provide a new estimate for that work to the CITY for approval. If required by the ARCHITECT and authorized by the CITY, additional services related to this Agreement shall be provided by the ARCHITECT for additional professional fees negotiated with and agreed to by the CITY.

SCHEDULE

ARCHITECT shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Client acknowledges that the completion of ARCHITECT's services is dependent upon third parties not under the control of ARCHITECT as well as the cooperation of Client. ARCHITECT will make reasonable efforts to complete its work within Client's time constraints. However, ARCHITECT's inability to satisfy Client's time constraints for reasons beyond the control of ARCHITECT will not be deemed a breach of this Agreement.

Due to the availability of equipment, there will be an accelerated schedule for the generator replacement slightly ahead of the structural hardening and bathroom redesign. The following proposed schedules will be confirmed or adjusted at the project kick-off meeting:

GENERATOR REPLACEMENT

Phase	Duration
▪ Design Commencement	1 week after contract execution
▪ Due Diligence	1 week after design commencement
▪ Schematic Design Submission	2 weeks
▪ Client SD Review*	1 week
▪ Construction Document Submission	2 weeks from receipt of Client SD Comments
▪ Client CD Review*	1 week
▪ Permit Submission*	1 week from receipt of Client CD comments
▪ Permit Review*	4 weeks
▪ Bidding Phasing Assistance	6 weeks
▪ Equipment Delivery and Construction Administration	7 months
▪ Closeout	1 week after substantial completion

STRUCTURAL HARDENING AND BATHROOM RENOVATION

Phase	Duration
▪ Design Commencement	1 week after contract execution
▪ Due Diligence	1 week after design commencement
▪ Schematic Design Submission	4 weeks
▪ Client SD Review*	1 week
▪ Construction Document Submission	4 weeks from receipt of Client SD Comments
▪ Client CD Review*	1 week
▪ Permit Submission*	1 week from receipt of Client CD comments
▪ Permit Review*	8 weeks
▪ Bidding Phasing Assistance	6 weeks
▪ Construction Administration	Based on 3-month construction schedule
▪ Closeout	2 weeks after substantial completion

Schedule subject to change if Agreement is not signed within 30 days.

**ARCHITECT cannot guarantee permit, Client, and external review time periods within a given time frame. Construction schedule is an estimate and is to be determined with selected Contractor.*

City to issue Owner Architect agreement for execution. Please let us know if you have any questions.

Respectfully submitted,



Heather Carruthers
Director of Business Development, PIC

APPENDIX A: STIPULATIONS, EXCLUSIONS AND ADDITIONAL SERVICES

Stipulations

1. Upon signing of this Design Services Agreement, it may be necessary and useful for the following documents to be completed depending upon applications required by local jurisdictions:
 - Signed Authorization Form
 - Survey completed and certified within 12 months
 - Previous architectural, interior design, and engineering drawings if in possession
 - Elevation certificate showing flood designation from FEMA maps
2. Client shall provide written approval of ARCHITECT's Schematic Design and Construction Document submissions to ARCHITECT within a reasonable time from receipt of each submission as shown in the schedule above. Any revisions to scope of services, design criteria or changes requested which result in any redesign after Schematic Design will be considered additional services. Written authorization will be required from the Client prior to proceeding with additional services. Client shall inform ARCHITECT of sequence and timing of the solicitation of construction bids for the project.
3. Special Inspection services are required by law to be by Client or a third-party consultant. Requirements for such services shall be defined per the International Building Code (IBC).
4. The initial due diligence field survey includes (1) Architect.
5. All finishes and materials are to be presented in an electronic format only.
6. (1) round of comments from Client is anticipated at each Design Phase – additional review period is to be an additional fee.
7. Includes the following meetings through the duration of the project:

Meeting Type	Number of Meetings or Duration	Meeting Format (In Person or Virtual)
Design Presentation Meetings	1 per phase	Virtual

8. In providing opinions of probable construction cost, the Client understands that the ARCHITECT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the ARCHITECT's opinion of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The ARCHITECT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the ARCHITECT's opinion of probable construction cost.
9. Base fee includes up to (10) hours for permitting and comments from the AHJ. Any hours above this will be an additional fee.
10. Attendance at the design review hearings with the local authorities; including planning and zoning hearings, variances, etc.; is not included in the base fee but can be provided on an hourly basis, including all preparation therefore.
11. For the Bidding phase, ARCHITECT will assist Client in distributing the Contract Documents for bids, issue clarifications or changes in the project to bidders as requested by Client, prepare a bid summary and review bids with client. (15) hours of service are included in base fee.
12. During Construction Administration ARCHITECT shall review Submittals such as Shop Drawings, Coordination Drawings, Product Data, and Samples for conformity with design intent and conformity with the Contract Documents within 10 working days of receiving Submittals. ARCHITECT shall respond to the Contractor's Request for Interpretation ("RFI") within 5 working days of receiving the RFI.
13. Construction Administration fees are based on the following:
 - a. (20) hours of office administration services
 - b. (6) periodic field/site visits are included for the duration of construction.

Additional quantities of the above can be provided as an Additional Service.

14. The Construction Administration phase expires at the date of the issue of the certificate of occupancy and completion of punch list items. The work is anticipated to be per the schedule above.

Exclusions

1. Fast-track construction, multiple GCs, multiple bid packages, and/or phased construction.
2. Full-time field observation and/or on-site construction management.
3. Hazardous material survey, abatement design, Phase 1 and 2 Environment reports.
4. Material or destructive testing of any kind.
5. Survey or entitlement work of any kind.
6. Civil engineering, landscape architecture, irrigation, site lighting, and/or photometrics are not anticipated.
7. Structural enhancements to existing roof or walls.
8. Commissioning.
9. LEED services.
10. Pest/mosquito control system design.
11. Value engineering, alternates evaluation, and substitution requests.
12. Arc fault and short circuit calculations.
13. TV/monitor equipment/hardware, electronic locks, speaker systems, audio systems, audiovisual equipment, security systems.
14. Post occupancy evaluations and warranty walks.
15. Building Information Model (BIM) information for post-construction use.
16. Printed drawings for Client or Contractor use.
17. ARCHITECT's coordination of Client's consultants.

Additional Services

1. Any services or scope of work items beyond those noted herein. Expanded Scope, Stipulations, and Exclusions shall be considered not part of the Base Agreement.
2. Additional Services are those that arise because of unforeseen circumstances during the design of a project and that, therefore, cannot be included in the Basic Services Agreement. Such Additional Services, when requested in writing by Client, shall be performed at Hourly Rates per ARCHITECT's rates or negotiated fixed fee.
3. Providing services in connection with evaluating substitutions proposed by Contractor(s), and making subsequent revisions resulting therefrom, and deciding disputes between Client and Contractor(s) are an additional price.
4. If renderings are required, they shall be billed at ARCHITECT's standard rate for renderings: \$3,400 for 3D rendering and \$2,400 for 2D rendering. Renderings are at most at 150 DPI and 11"x17" size. Fees for larger scale and resolution shall be determined prior to the start of the rendering process.
5. O&M Manual compilation will be prepared utilizing Contractor "as-builts" on an hourly rate basis only. The drawings will be prepared by ARCHITECT's drafting staff only. ARCHITECT will maintain electronic files for this Project and provide one digital set to Client.
6. Time and Expenses and "Hourly" Not to Exceed (NTE) work fees are an approximation. The work shall be considered complete when ARCHITECT's cost including labor, material, subconsultants, overhead, and profit for that NTE task has reached the not to exceed amount. A new mutually agreed upon Amendment to continue the work shall be provided.

APPENDIX B: 2025 HOURLY RATES

The following is a listing of hourly rates assigned by staffing type for K2M Design®, Inc. and only applies for services authorized beyond our base fees. Hourly rates quoted are for the current calendar year and are subject to change thereafter.

GENERAL

Principal	\$345.00 / hour
Director	\$285.00 / hour
Senior Project Manager	\$210.00 / hour
Project Manager	\$170.00 / hour
Construction Administrator	\$150.00 / hour
Facility Assessor	\$150.00 / hour
Design Technology Specialist III	\$125.00 / hour
Design Technology Specialist II	\$105.00 / hour
Design Technology Specialist I	\$ 95.00 / hour
Administration	\$ 95.00 / hour
Clerical	\$ 65.00 / hour
Student Intern	\$ 65.00 / hour

ARCHITECTURE

Senior Architect	\$200.00 / hour
Architect III	\$175.00 / hour
Architect II	\$155.00 / hour
Architect I	\$140.00 / hour
Designer III	\$140.00 / hour
Designer II	\$120.00 / hour
Designer I	\$110.00 / hour

ENGINEERING

Senior Engineer	\$210.00 / hour
Engineer III	\$175.00 / hour
Engineer II	\$165.00 / hour
Engineer I	\$150.00 / hour
Engineering Designer III	\$140.00 / hour
Engineering Designer II	\$130.00 / hour
Engineering Designer I	\$120.00 / hour

INTERIOR DESIGN

Senior Interior Designer	\$150.00 / hour
Interior Designer III	\$135.00 / hour
Interior Designer II	\$120.00 / hour
Interior Designer I	\$100.00 / hour

APPENDIX C: TERMS AND CONDITIONS

The services outlined in this Agreement cover the scope of work for the Project as defined in this Proposal. ARCHITECT will complete the service outlined in this Proposal for the fees outlined. If ARCHITECT encounters conditions that require a need for revision or modification in the fees, ARCHITECT will discuss with Client the courses and likely effects of the required modification, both in terms of timing and fees. Both parties agree to negotiate in good faith should a situation arise that requires a modification in the fees.

Billings/Payments

Invoices for services shall be submitted, at ARCHITECT's option, either upon completion of the services or monthly. Remittance information is included on each invoice. Deposits shall be credited on the first invoice. Invoices shall be payable within thirty (30) days of the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. ARCHITECT shall have the right to suspend or terminate services if payment is not received within sixty (60) days of the invoice date, ARCHITECT shall have no liability for any delays or damages incurred by Client as a result of such suspension or termination. Client shall pay all costs of collection, including reasonable attorney fees.

Client Delays

If the project is suspended or delayed by Client for more than sixty (60) days, before work can resume on the project, Client must pay all unpaid ARCHITECT invoices plus a remobilization fee equal to ten percent (10%) of ARCHITECT's fees for services remaining to be performed. Client understands and agrees that there may be a delay before ARCHITECT is able to resume work on the project and that changes to the ARCHITECT project team may occur. The project schedule will be equitably adjusted to accommodate time lost due to suspension or delay.

Expenses

ARCHITECT anticipates incurring expenses in connection with the project for travel, parking, express mailing, reproduction of reports/drawings, and similar project-related items. Meal expenses are based on our standard per diem rate. Expenses billed to the client will be increased by 15%.

Building Permit / Plan Review Fees

Client will prepare a check payable to the Authority Having Jurisdiction (AHJ) for the building permit submission and/or plan review fees. Should ARCHITECT be required to pay such fee(s) on behalf of Client, Client shall reimburse ARCHITECT the fee(s) paid, plus an additional fifteen percent (15%).

Standard of Care

In providing services under this Proposal, ARCHITECT will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. ARCHITECT will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of ARCHITECT's part of the project. Regardless of any other term or condition of this Proposal, ARCHITECT makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Assigned Consultants

An additional fifteen percent (15%) will be added to fees of consultants such as a permit expeditor; civil, geotechnical, survey, environmental, or specialty engineer; or Client-preferred provider retained by or assigned to ARCHITECT.

Insurance

ARCHITECT will carry Professional Liability Insurance in the amount of \$1,000,000.00 per claim/aggregate.

Indemnification

Client and ARCHITECT each agree to indemnify and hold the other harmless, and their respective officers and employees from and against losses, damages, and expenses, to the extent such losses, damages, and expenses are determined to have been caused by indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, and expenses are caused by the joint or concurrent negligence of Client and ARCHITECT, the liability shall be borne by each party in proportion to its negligence.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither Client nor ARCHITECT shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages arising out of or connected in any way to the Project or this Proposal. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income, damage to reputation, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions

A condition shall be considered hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If ARCHITECT has reason to believe that such a condition may exist, Client will be notified and shall authorize and pay all costs associated with the investigation of such a condition. If (1) Client fails to authorize such investigation after such due notification, or (2) ARCHITECT has no reason to believe that such a condition exists, ARCHITECT shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

ARCHITECT shall have no responsibility for the identification, discovery, presence, handling, removal, or disposal, or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may; as a result of post-construction, use, maintenance, operation, or occupation; contain or be caused to contain mold substances that can present health hazards and result in bodily injury, property damage, and/or necessary remedial measures and costs for which ARCHITECT shall have no responsibility.

Risk Allocation

Notwithstanding anything to the contrary herein in recognition of the relative risks and benefits of the project to both Client and ARCHITECT, Client agrees, to the fullest extent permitted by law, to limit ARCHITECT's total liability to Client or anyone making claims through Client, for any and all damages or claim expenses (including attorney's fees) arising out of this Proposal, from any and all causes, to the total amount of ARCHITECT's fee. It is stated that the liability limit applies to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Opportunity to Cure

Prior to any claim for damages being made, Client shall provide ARCHITECT with written notice of any alleged deficiencies in ARCHITECT's performance, ARCHITECT shall have a reasonable opportunity to cure any alleged defect in performance.

Termination of Services

This Agreement may be terminated by either party upon ten (10) days written notice to the other, should the other fail to perform its obligations hereunder. In the event of termination, Client shall pay ARCHITECT for all services rendered to the date of termination, all reimbursable expenses incurred, and reasonable termination expenses.

In the event of termination not the fault of ARCHITECT, in addition to compensation for services performed prior to termination, ARCHITECT will be compensated for Termination Expenses. Termination Expenses are in addition to compensation for services of the Agreement and include expenses directly attributable to termination for which ARCHITECT is not otherwise compensated, plus an amount equal to ten percent (10%) of ARCHITECT fees for services remaining to be performed after termination.

Ownership of Documents

All documents produced by ARCHITECT under this Agreement, including electronic files, shall remain the property of ARCHITECT and may not be used by Client for any other purpose without the written consent of ARCHITECT. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify, and hold harmless the ARCHITECT and its subconsultants from any and all claims and/or damages arising from such use. Electronic files are not construction documents and cannot be relied upon as identical to construction documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to ARCHITECT and its consultants.

Defects in Service

Client shall promptly report to ARCHITECT, in writing, any defects or suspected defects in ARCHITECT's services. Client agrees to impose a similar notification requirement on all contractors and their subcontractors on the Project. Failure by Client and Client's contractors or subcontractors to notify ARCHITECT shall relieve ARCHITECT of the costs of remedying the defects that are in excess of the sum such a remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution

Any claim or dispute between Client and ARCHITECT shall be submitted to non-binding mediation, subject to the Parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State where the work is performed shall govern this Proposal.

Relationship of the Parties

All services provided by ARCHITECT are for the sole use and benefit of Client. Nothing in this Proposal shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ARCHITECT. All items have been fairly negotiated and that Client had the option of altering or foregoing the terms and conditions in exchange for an equitable adjustment in ARCHITECT's fee.

FURTHER, PURSUANT AND SUBJECT TO FLORIDA STATUTES, SECTION 558.0035, THE OWNER AGREES THAT ANY INDIVIDUAL PERSON EMPLOYED AS A ARCHITECT BY ARCHITECT OR AN AGENT OF ARCHITECT SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT. FURTHER, THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS PROPOSAL AND THE COMPLETION AND/OR TERMINATION OF THE SERVICES PROVIDED BY ARCHITECT.

END OF PROPOSAL



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: 5/6/2025

RE: First Public Hearing - Small Cities Community Development Block Grant Application

REQUEST:

The request is for City Council to conduct a public hearing to solicit comments on the city's application for \$2,000,000 in Small Cities Community Development Block Grant funds.

DISCUSSION:

The Community Development Block Grant (CDBG) Program is a federal program that provides funding for housing and community development. The program provides an opportunity to fund projects that they cannot otherwise afford. Some examples of eligible CDBG projects include:

- Water and Sewer Improvements
- Stormwater Improvements
- Housing Rehabilitation
- Street and Sidewalk Improvements
- Economic Development and
- Park Facilities

To be eligible for funding an activity must meet at least one of the following National Objectives:

- Provide a Benefit to Low and Moderate Income Persons
- Elimination of Slums and Blight
- Address an Urgent Community Need- the activity must address a condition that poses a threat to those living in the area

RECOMMENDATION:

The recommendation is for the City Council to conduct the public hearing and to accept public comments.

BUDGET/FISCAL IMPACT:

There are no financial impacts associated with this agenda item.

ATTACHMENTS:

Description	Type
No Attachments Available	