



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

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 1, 2025 Regular Meeting Minutes Page 3
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
8. Proclamation - Monarch City Day Page 10
9. Proclamation - Day Of Remembrance Page 11
10. Proclamation - Gulf High School 2025 Graduates Page 12
11. Proclamation - Volunteer Recognition Day (By Title Only) Page 13
12. 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.

13. Consent Agenda

- a. Cultural Affairs Committee Minutes- February 2025 Page 14
- b. Library Advisory Board Minutes - February 2025 Page 17
- c. Purchases/Payments for City Council Approval Page 20
- d. Budget Amendment Page 22

14. Public Reading of Ordinances

- a. Second Reading, Ordinance No. 2025-2325: Authorize Issuance of Non-Ad Valorem Revenue Notes Page 25
- 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 Page 30

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 Page 39
- b. Kentucky Derby Pub Crawl Alcohol Special Event Permit Application and Event Wet Zone Request Page 81
- c. Request to Waive Permit Fees for Richard Miller, 6129 Lafayette St. Page 121
- d. Memorandum of Agreement w/IAFF, Local 1158 RE: Wage Increases for FY 2024-2025 Page 124
- e. Consideration of Appointments to Intergovernmental Committees Page 127
- f. Approval of Florida Humanities Summer Reading Grant Award Agreement Page 128
- g. Request to Rezone Edgewater Gardens Subdivision - MHP to R-4 Page 138
- h. Memorandum of Understanding w/Tampa Bay Multi-Agency Gang Task Force Page 143

16. Communications

17. 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: 4/15/2025
RE: Approval of April 1, 2025 Regular Meeting Minutes

REQUEST:

The request is for City Council to approve the minutes from the April 1, 2025 regular meeting.

DISCUSSION:

City Council met for their regularly scheduled meeting on April 1, 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 1, 2025 as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
▣ April 1, 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 1, 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.

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 March 18, 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. Swearing-In of New Police Officer Joseph Kirby

6. Proclamation - Florida Loquat Day

7. Proclamation - Pasco Animal Hospital's 20th Anniversary

8. Proclamation - Water Conservation Month (By Title Only)

9. Proclamation - Donate Life Month (By Title Only)

10 Presentation by New Port Richey Main Street, Inc.

Kim Brust provided an update on the activities of New Port Richey Main Street.

11 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:

- Mary Beth Isaacson, 8805 Forest Lake Dr., PR
- Beva Stevenson Karay, 5719 Lafayette St., NPR
- Donna Jensen, 5922 Wyoming Ave., NPR
- George Romagnoli, 6235 Florida Ave., NPR

The following people also came forward to speak:

- Laurie Baker, 5853 Lafayette St., NPR spoke regarding Chasco funding.
- Carla Cash, 5751 Rio Dr., NPR spoke regarding the sidewalk situation on Rio Drive

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.

12 Consent Agenda

Motion was made to accept the Consent Agenda.

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

- a Cultural Affairs Committee Minutes - January 15, 2025
- b Library Advisory Board Minutes - January 27, 2025
- c Purchases/Payments for City Council Approval

13 Public Reading of Ordinances

- a First Reading, Ordinance 2025-2325: Authorizing the Issuance of Non-Ad Valorem Revenue Notes

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a first reading of an ordinance that would authorize the issuance of the Non-Ad Valorem Revenue Notes, Series 2025 in an amount not to exceed \$9,000,000. These revenue notes will be used to finance the costs of various capital improvements and the acquisition of real property located at 7631 US Hwy 19, New Port Richey, Florida, formally known as River Side Inn and for the Railroad Square Project. She then introduced Finance Director Crystal Dunn who made a presentation to Council. She stated on October 1, 2024, the City entered into a purchase agreement with Sun Coast Motels, Inc. for the purchase of the real property located at 7631 US Hwy 19, New Port Richey, with a purchase price of \$5,500,000. The subject property is located on the west side of US Highway 19 on the southwesterly bank of the Cotee River.

Additional financing of \$3,500,000 will be used for costs related to various capital improvement

projects. The largest of those projects are the improvements to Railroad Road Square Phase 1, as laid out and set forth in the FY 2024-2029 Capital Improvement Plan, in the amount of \$3,240,000.

Obligations of the Issuer to be designated as the "City of New Port Richey, Florida Non-Ad Valorem Revenue Note, Series 2025", in the aggregate principal amount of not to exceed \$9,000,000, are hereby authorized to be issued. The Note shall be issued for the purposes of (a) financing the costs of the Projects, and (b) paying costs and expenses of issuing the Note. City Manager Manns stated that bids for the note are due tomorrow and the second hearing will take place on April 15th.

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

- Laurie Baker, 5853 Lafayette St., NPR came forward to ask them to speak louder.

With no one else coming forward Mayor Davis returned the floor to Council. Councilman Altman stated should the purchase of this note to be approved by the City then the missing part is that the City Council will loan or advance this money to the CRA. He wanted to make sure this was clear. He then spoke about previous funding for the Railroad Square Project. Councilman Butler stated he liked the connection to Schwettman. Deputy Mayor Mothershead stated this project will be very important for the city. Councilman Murphy stated this is a big piece of the puzzle along the west side of US19. Motion was made to approve the ordinance upon its first reading.

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

- b Second Reading, Ordinance No. 2025-2316: Repealing ORD 2024-2305 Moratorium for Leisure Lane/Van Doren Avenue

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 is to conduct a second and final reading of an ordinance which would repeal Ordinance No. 2024-2305 that established a moratorium on building permits for annexed property along Leisure Lane and Van Doren Drive. On November 19, 2024, the City Council adopted Ordinance No. 2024-2305, which established a 180-day moratorium on building permits for recently annexed land along Leisure Lane and Van Doren Drive. The moratorium was established in order for staff to have sufficient time to prepare the required land use amendment and rezoning. These efforts have now been completed with the establishment of the R4 designation therefore the moratorium is no longer necessary. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. City Attorney Driscoll spoke regarding a typo regarding the ordinance number. Motion was made to approve the ordinance upon its second and final reading with the correction from Ordinance No. 2024-2306 to the correct number 2024-2305.

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

- c Second Reading, Ordinance No. 2025-2320: Amending Section 10.06 of the City Charter RE: Corporate Boundaries

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item is to conduct a second and final reading of an ordinance related to amending Section 10.06 of the City Charter pertaining to the boundaries of the city and providing for revised city boundaries to include the newly annexed area around Southgate Shopping Center, Leisure Lane and Van Doren Avenue. She stated the updated legal description is attached as Exhibit A and shall replace Exhibit A of Ordinance No. 2024-2287 which was adopted in April 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 ordinance upon its second and final reading.

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

14 Business Items

a Board Re-Appointment: Marcia Mihall, Library Advisory Board

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the re-appointment of Marcia Mihall to the Library Advisory Board. She stated Ms. Mihall has been a member of the Library Advisory Board since 2017. Her current term expired on June 5, 2024 therefore she has submitted her application seeking re-appointment to the board. If approved, Ms. Mihall's term will be for three years and will be up for renewal on April 1, 2028. Upon opening the floor to public comment, Ronald Becker came forward to speak in support of this re-appointment. With no one else coming forward Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

b Authorizing the Execution of FY24 Audit Engagement Letters

City Manager Manns introduced Finance Director Crystal Dunn who then presented the item to Council. She stated that the purpose of this agenda item was to authorize execution of the FY24 Audit Engagement Letters with Mauldin & Jenkins. She stated on December 7, 2021, the City Council approved Resolution 2022-03 Establishing an Auditor Selection Committee and a Committee Chair, in accordance with Florida Statute 218.391. The resolution states that the Committee shall have the primary purpose of assisting the City Council in the selection of an auditor to conduct the City's annual financial audit. The committee consisted of all five (5) current City Council members with the Mayor appointed as the Chair of the Committee. On February 15, 2022, the City Council awarded RFP No. 2022-001, Independent Audit Services, to Mauldin & Jenkins, LLC for three (3) audit years (FY2021-FY2023) with engagement letters for audit services executed each fiscal year. Additionally, Mauldin & Jenkins, LLC is part of the State's master services agreement, Department of Management Services Contract No. 84111600-20-1 Financial and Performance Audits with an effective period of March 01, 2021 through February 28, 2027, for services including financial statement audits and audits of segments of financial statements. She stated to prevent further delays, staff recommends that City Council authorize execution of the Mauldin & Jenkins engagement letters for audit services related to fiscal year ended September 30, 2024 utilizing the pricing structure as presented in the Department of Management Services Contract No. 84111600-20-1. The piggyback process is allowed for under the current City purchasing guidelines. City Manager Manns stated the cost for this item would be \$50,100 and an additional \$5,400 for each single audit to be performed. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

c Request Approval of Pasco County Unmanned Systems Task Force Agreement

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 approve the Pasco County Unmanned Systems Task Force Agreement with the Sheriff's Office to enhance our department's operational capabilities with unmanned systems and/or drones. The Florida Mutual Aid Act authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance with public safety initiatives. The purpose of this agreement is for our department to join and pool our drone capabilities with the Pasco County Sheriff's Office Unmanned Systems Task Force, to be utilized for the following:

- Emergency response,
- Public Safety operations such as parades, events, missing and/or endangered persons,
- Law Enforcement and Fire Rescue operations,

- Search and Rescue operations,
- Other Public Safety operations as mutually agreed upon by the parties.

The Sheriff's Office has a highly advanced, well equipped, and professionally operated Unmanned Systems Task Force. By joining this task force, our department will greatly enhance our drone capabilities by gaining access to cutting-edge technology, expert training, improved operational coordination, and enhanced resources. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

d Memorandum of Agreement w/United States Immigration and Customs Enforcement Agency

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the 287(g) Task Force Agreement between the United States Immigration and Customs Enforcement Agency and the New Port Richey Police Department. She then introduced Police Chief Robert Kochen who then presented the item to Council. He stated the State of Florida recently passed a series of immigration laws that require all Florida Sheriffs and Chief Correctional Officers of the State to enter into the 287(g) Task Force Agreement with the United States Immigration and Customs Enforcement Agency. Moreover, Florida Law now requires all local communities to cooperate with federal immigration officials with their efforts to enforce the immigration laws of the United States. To comply with the spirit of Florida's Immigration Laws and to fully cooperate with United States Immigration Officials, Florida municipalities statewide are entering into the 287(g) Task Force Agreement. Currently all the Sheriffs have entered into the task force agreement and many municipalities across the Tampa Bay region are entering into the task force agreement. This agreement will allow selected and trained New Port Richey Police Officers, and selected Pasco County Sheriff's Office Deputies, to detain and arrest (subject to Federal proceedings) any criminal illegal aliens or any illegal alien(s) that we come across in our community. The agreement also outlines other powers that trained New Port Richey Police Officers will have as it pertains to illegal immigrants in our community. The Pasco County Sheriff's Office is using a countywide database for all agencies on the consolidated CAD/RMS system to access information on violent criminal aliens in our area or jurisdiction. This agreement will enhance the New Port Richey Police Department's ability to assist the United States Immigration and Customs Enforcement Agency's enforcement of Federal law and will ensure that we are complying with Florida's Immigration Laws. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Councilman Butler stated the MOA has no State basis for us to enter into this agreement. He then shared spoke regarding the Fourth Amendment, us being compelled to do the work of the Federal government, and the data sharing component. He stated whoever makes the motion to add that the City Manager and Police Chief work to make sure accountability and transparency standards are attached to the agreement. City Attorney Driscoll stated what he recommends based on State law is to approve the item as presented and if there is any additional information they want the City Manager or Police Chief to provide to be as a separate vote at a separate time. He would not put any conditions on the approval at this time. He stated the Attorney General made it clear that there would be enforcement actions against communities that do not adopt this and support this and one of those remedies which Councilman Butler referred to is removal from office and the Governor does has broad authority to do this as well as fines. He stated the Statute provides that all Sheriffs enter into this agreement due to the correctional institutions. He stated we do not have the authority to override State Statutes. He stated the City is expected to do its "best effort" according to this issue. Motion was made to approve the item as presented.

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

15 Communications

Councilman Altman spoke regarding the Bill Miller dance night last night at the Chasco Fiesta. He

stated he is grateful we are honoring the Native American people. He also spoke regarding the kid zone. He also spoke regarding the kids Science Museum. He also spoke about Congressman Bilirakis and the Senior Community Center. He stated we have not given direction to the City Manager regarding the project. He stated there would be no operating cost to the city. Councilman Altman spoke regarding the costs for Chasco and in-kind services. He spoke about the crowds at Railroad Square. He spoke regarding the comments made by Ms. Cash regarding the Rio Drive sidewalks. He also spoke about Schwettman. Councilman Altman also spoke regarding the City's financial situation. Councilman Murphy stated the parade last Saturday was great. He did get the PPT for the Pasco County traffic analysis and he will pass it along to the rest of Council. He also spoke regarding Schwettman. Councilman Butler also spoke regarding Schwettman and an Interlocal Agreement. Councilman Altman and Butler then held a discussion regarding this matter. Deputy Mayor Mothershead read her thoughts on her journey over the last three years. Mayor Davis thanked Deputy Mayor Mothershead for her service. He also spoke regarding Schwettman. City Attorney Driscoll and City Manager Manns also thanked Deputy Mayor Mothershead for her service.

16 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: _____



Office of the Mayor

City Of New Port Richey

Proclamation

***WHEREAS,** the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans, young and old; and*

***WHEREAS,** over the past 20 years, there has been a massive decline in insect populations worldwide and a catastrophic decline in monarch populations leading to monarchs now being on the list of endangered species; and*

***WHEREAS,** the monarch is also extremely beneficial, pollinating many cultivated flowers and crops, and serves as an indicator species for the ecological health of large geographic areas; and*

***WHEREAS,** cities, towns and counties have a critical role to play to help save the monarch butterfly, and the City of New Port Richey has committed to the principles and ideals necessary to be designated as a Monarch City by Monarch City, U.S.A., a nonprofit organization dedicated to helping the monarch butterfly recover city by city; and*

***WHEREAS,** every resident of New Port Richey can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and*

***WHEREAS,** to celebrate the City's designation as a Monarch City, and its sustained commitment to ecological regeneration, the New Port Richey FarmNet, the Environmental Committee, the Public Library, ServePro – Team George, and various local groups, businesses, and individuals will present the City's annual Monarch Day on Saturday, May 3rd at 11:00 a.m. at the library.*

***NOW, THEREFORE,** I, Chopper Davis, Mayor of the City of New Port Richey do hereby proclaim May 3, 2025 as*

Monarch City Day

in the City of New Port Richey and encourage all residents to plant and protect native milkweed and nectar sources, so that monarch butterflies have the resources necessary to produce successive generations.



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 Holocaust was the state-sponsored, systemic persecution and annihilation of 6 million European Jews alongside more than 5 million other innocent victims by Nazi Germany and its collaborators between 1933 and 1945; and

WHEREAS, it is important that every resident honor those resilient enough to survive the terrible atrocities of the Holocaust that defy our imagination and to never forget the precious lives that were so senselessly lost; and

WHEREAS, the history of the Holocaust offers an opportunity to reflect on the moral responsibilities of individuals, societies, and governments, as evidenced by our efforts here in New Port Richey and Pasco County to bring people together of all faiths, beliefs, backgrounds and nationalities with love and respect to celebrate all that we have in common; and

WHEREAS, pursuant to an Act of Congress in 1980, the United States Holocaust Memorial Council designates the Day of Remembrance of the Victims of the Holocaust to be, Yom HaShoah, being Thursday, April 24, 2025; and

WHEREAS, the Day of Remembrance has been set aside to remember the victims of the Holocaust and the innocent victims of all war, violence, and strife here and abroad as we reflect on the need of respect for all peoples; and

NOW, THEREFORE, I, Chopper Davis, Mayor of the City of New Port Richey, do hereby proclaim April 24, 2025 as

Day of Remembrance

in the City of New Port Richey in memory of the victims of the Holocaust and in honor of the survivors as well as the rescuers and liberators, and urge all residents to work to promote human dignity and confront hate whenever and wherever it occurs.

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, Gulf High School was founded in 1922 and held its first graduation ceremony for seniors on April 29, 1924 with a graduating class of eleven students; and

WHEREAS, the year 2025 marks the 101st graduating class from Gulf High School; and

WHEREAS, graduation ceremonies have been a rite of passage that dates back to the 12th century and culminates the thirteen year journey each student makes between kindergarten and high school; and

WHEREAS, the City Council for the City of New Port Richey deems it proper to recognize the 362 members of the class of 2025 at Gulf High School for all of their hard work and dedication which has gotten them to this historic moment; and

NOW THEREFORE, I, Chopper Davis, Mayor of the City of New Port Richey, do hereby congratulate the

*Gulf High School
Class of 2025*

and wish them all well on their future endeavors.

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, President Richard Nixon established National Volunteer Week with an executive order in 1974 as a way to recognize and celebrate the efforts of volunteers; and

WHEREAS, Points of Light, founded in 1990 by President George W. Bush to inspire, equip and mobilize people to take action to change the world, designated the week of April 20-26, 2025 as National Volunteer Week; and

WHEREAS, National Volunteer Week encourages individuals and communities to be at the center of social change discovering their power to make a difference; and

WHEREAS, entire communities can effect positive change with any volunteer action no matter how big or small; and

WHEREAS, volunteers are vital to our future as a caring and productive community; and

WHEREAS, as part of National Volunteer Week, the City of New Port Richey is proud to recognize all of the volunteers who give their time and talents to be a part of the City's various boards and committees.

NOW, THEREFORE, I, Chopper Davis, Mayor of the City of New Port Richey, do hereby proclaim April 24, 2025 as

Volunteer Recognition Day

in the City of New Port Richey, and encourage all citizens of the city to celebrate the efforts of all of the volunteers in our community and to thank them for their service.



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: Andrea Figart, New Port Richey Public Library Director
DATE: 4/15/2025
RE: Cultural Affairs Committee Minutes- February 2025

REQUEST:

The request before City Council is to review and consider approving the attached minutes from the February 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.

The Cultural Affairs Committee holds monthly meetings, with the most recent occurring on March 19, 2025. During that meeting, the committee reviewed and approved the minutes from its meeting on February 19, 2025.

The Cultural Affairs Committee's next meeting will take place on Wednesday, April 16, 2025, at 6:30 p.m. mThe meeting will take place at the New Port Richey Public Library, and the public is welcome to attend.

RECOMMENDATION:

The recommendation before City Council is to review and accept the minutes from the February 19, 2025, Cultural Affairs Committee Meeting.

BUDGET/FISCAL IMPACT:

None

ATTACHMENTS:

Description	Type
☐ Cultural Affairs Committee Minutes- February 19, 2025	Backup Material

NEW PORT RICHEY CULTURAL AFFAIRS COMMITTEE MEETING

February 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** – Richard Melton, Kim Brust, Vincent Gaddy, Kelly Smallwood, City Liaison Library Director Andi Figart, Courtney King-Merrill, Susie Saxe, Library Administrative Assistant Joyce Haasnoot, Guest-Larnelle Scott, Absent- David Folds, Beth Fregger
- II. **REVIEW and APPROVAL OF MINUTES** from January 15, 2025 – motion to approve by Kim Brust, Kelly Smallwood seconded.
- III. **VOX POP** –
 - Larnelle Scott attended and briefly discussed the collaboration idea with the African American Club (A.A.C.) for an R & B Festival in June 2025. The A.A.C. has several other projects going simultaneously in June and cannot fit another event on their calendar to plan.
 - Susie Saxe submitted a donation request on behalf of the Richey Suncoast Theater for \$500 to sponsor the Sunshine Skyway Bridge Disaster movie screening and talkback. The theater is hosting the screening along with a Q&A session featuring the film's director. The sponsorship would allow the theater to offer free admission to the public instead of charging for ticket and cover cost of movie screening fees. The board voted to forward a recommendation to council to approve funding for \$500. Kim Brust approved the motion, Courtney King-Merrill second. As a member of the Cultural Affairs Committee, Susie recused herself from voting.
- IV. **NEW BUSINESS**
 - A. A brief discussion took place regarding the Public Art Fund and its associated ordinance. Rich Melton requested the current balance of the fund. The ordinance will be revised and updated once the city hires a new Economic Development Director.
- V. **CONTINUING BUSINESS**
 - A. Budget Updates - CAC Budget FY25 - \$750 has been allocated to the Riverside Concert Series hosted by the library. The remaining budget total is \$9,250.

- B. The board brainstormed hosting an R&B-themed festival, as the A.A.C. will not be collaborating with the C.A.C. on an event. They proposed organizing a Juneteenth concert at the Richey Suncoast Theater, similar to the Hispanic Heritage Month show. Andi will check with Shawn Brown to confirm the availability of his band.

V. ANNOUNCEMENTS/OTHER

- A. Culture in our community News and Updates
 - a. Library Director Figart discussed some upcoming library-hosted events and programs coming up. Riverside Concert Series will be February 21st, March 21st, and April 25th.

VII. NEXT MEETING: March 19th, 2025 6:30 p.m.

VIII. ADJOURNMENT

The meeting was adjourned at 7:35 p.m. Susie Saxe made the motion, seconded by Kelly Smallwood.



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: 4/15/2025
RE: Library Advisory Board Minutes - February 2025

REQUEST:

The request before City Council is to review and approve the minutes from the February 24, 2025, Library Advisory Board meeting.

DISCUSSION:

The Library Advisory Board advises and assists the Library Director with library long-range planning, preparation of policies and procedures for the library, and submits reports to the Library Director and the City Council upon request.

For your consideration and review, please find the attached minutes from the February 24, 2025, Library Advisory Board Meeting.

The next meeting of the Library Advisory Board is on April 28, 2025, at 9:30 a.m. The public is invited to attend and should enter the building by way of the staff door located on the north side of the building. *Please ring the doorbell and staff will admit attendees.*

RECOMMENDATION:

Staff recommends that the City Council review and accept the minutes from the February 24, 2025, Library Advisory Board Meeting.

BUDGET/FISCAL IMPACT:

None

ATTACHMENTS:

Description	Type
Library Advisory Board Minutes- February 24, 2025	Backup Material

Library Advisory Board
Meeting Minutes

February 24, 2025

In Attendance: Ron Becker, Nancy Cote, Nicholas Pacini, Marci Mihall, Bonnie Martin, Lewis Curtwright, City Liaison Andi Figart, Library Administrative Assistant Joyce Haasnoot, Renee Tyner. Joan Hook, Lewis Curtwright and Jayne Brewin were absent.

- I. **Call to Order:** 9:34 a.m. by Ron Becker. A quorum was met.
- II. **Minutes:** The January 2025 minutes were unanimously accepted. Nick Pacini moved to approve, and Renee Tyner seconded.
- III. **Public Comment:** None
- IV. **Officer/Committee Reports:**
 - Pasco County Library Advisory Board & Library Cooperative (Ron Becker)
 - Chairman Becker updated the Board on the January meeting. He stated there was continued discussion regarding removal of books from the Pasco Library circulation. Pasco Libraries is looking into creating a juvenile library card that allows a parent to place restrictions on what books a child can check-out.
 - The Friends of the New Port Richey Library (Nancy Cote)
 - Nancy updated the Board on Friends fundraising efforts. They are hosting a luncheon in April and a rummage sale in May. They are looking for volunteers to host a Friends table at the Summer Kick Off Touch a Truck event at the library May 31st.
 - Library Director's Update (Andrea Figart)
 - Director Figart provided the Board with updates on various library programs and staffing updates. The LSTA grant that was applied for in November, which will assist in funding the purchase of technology for the mobile library branch, is under review by the State and we will have an answer at the next meeting.
 - Library was awarded the Seeds of Knowledge Grant which awards \$750 to grow local wildflowers and maintain them for a year, provide educational components, and use seeds to give away. The library is in need of volunteers to help with upkeep of the flower gardens.
- V. **Continuing Business:**
 - The Little Free Libraries are doing well. Donations are always needed, children's books go fast.
 - Statistics for January 2025 were reviewed, with no comments from the group. There continues to be steady and increasing circulation and foot traffic numbers.

VI. New Business:

- There are currently two open membership spots on the Library Advisory Board. Eligible candidates must reside within the city and attend two meetings before their application is considered for council approval. The board seeks candidates who will advocate for the New Port Richey Public Library and its mission.
- Meeting attendance guidelines were discussed. Board members must adhere to attendance rules to maintain their position. Two unexcused absences will result in dismissal from the board. Virtual attendance does not count toward official attendance in accordance with Florida Statute. Additionally, members attending virtually do not contribute to the quorum and are not permitted to vote.
- FLA Library Legislative Day is March 11th in Tallahassee. Nick Pacini will attend and advocate for the New Port Richey Public Library. He will meet with Andi and Sean McGarvey, Pasco Libraries Director, to brainstorm ideas.
- Once Nick presents his report from FLA Legislative Days, the board will draft a letter of thanks to the various representatives he met with, along with other state and local representatives.

VII. Communications:

- The next meeting will be March 24th, 2025 at 9:30 a.m. at the library.

VIII. Adjournment

- The meeting was adjourned at 10:46 a.m.



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: 4/15/2025
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

Purvis Systems Incorporated Fire Station Alerting System	\$84,485.00
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RECURRING EXPENDITURES OVER \$25,000

(No pay requests at this time)



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: 4/15/2025

RE: Budget Amendment

REQUEST:

The City Council is asked to review and approve the following amendments to the FY25 Adopted Budget:

- The Library has received multiple donations from Library members recognizing the outstanding services received from staff. These donations will be utilized to fund various library projects.
- The Fire Department received a \$100 donation from Firefighters Charitable Foundation; funds will be allocated to the purchase of the Fire Department’s training supplies.
- Necessary landscaping improvements at the Police Department headquarters were completed at the earlier part of the fiscal year; funds to complete the project were transferred from building improvements. Flooring replacement was also identified as an immediate need; therefore quotes were obtained, and due to the timing of the project the vendor was able to provide immediate work. Funding to cover the cost of the project was identified in Personal Services due to vacancies within the divisions.

DISCUSSION:

The City’s Purchasing Policy states that unbudgeted capital outlay expenses and receipts not anticipated in the budget or received for a particular purpose, including but not limited to grants, donations, or gifts, must be approved by City Council.

RECOMMENDATION:

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

BUDGET/FISCAL IMPACT:

The amendment allows for the acceptance of the donations and results in an overall increase of \$75 to the Library Department’s budget and \$100 to the Fire Departments budget. There is no overall effect to the Police Department’s budget.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Budget Amendment & Support	Backup Material



BUDGET AMENDMENT REQUEST

Date 4/15/2025

NO. _____

INCREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001 366900	General	Donations - Fire Dept	-	100	100
001 366930	General	Contributions - Library	56,845	75	56,920
001073 45254	General	Training Supplies - General	5,000	100	5,100
001051 45299	General	Operating Supplies	1,840	75	1,915
001061 46299	General	Building Improvements	-	22,000	22,000
					-

DECREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001062 41299	General	Regular Full Time Wages	496,330	13,200	483,130
001064 41299	General	Regular Full Time Wages	2,479,390	8,800	2,470,590

Explanation: recognize various donations to the Library, Grant from the Charitable Firefighters Foundation, and additional capital funding for flooring improvements at the police department.

Requested By: Crystal Dunn
Department Head

Approved By: Finance Director Crystal Dunn
City Manager _____

Council Action Required Yes No (If Yes, Date Approved _____)

Date Posted _____ Current Month _____ Posted By: _____



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: 4/15/2025
RE: Second Reading, Ordinance No. 2025-2325: Authorize 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: Authorize 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 15th day of April, 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: Dale Hall, AICP, Community & Development Director

DATE: 4/15/2025

RE: 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

REQUEST:

The request is 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."

DISCUSSION:

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.

RECOMMENDATION:

The recommendation is to conduct the first reading of an ordinance to repeal Section 6.31 in its entirety as it is now obsolete.

BUDGET/FISCAL IMPACT:

There is no fiscal impact to the City.

ATTACHMENTS:

Description	Type
□ Ordinance No. 2025-2322: Repeal Section 6-31 of Article II of Chapter 6 of the Code of Ordinances RE: Toolsheds and Utility Buildings	Ordinance
□ Staff Report to City Council	Backup Material
□ LDC 12.03.000 Detached garages, storage buildings and greenhouses	Backup Material
□ LDRB DRAFT Minutes - March 20, 2025	Backup Material

ORDINANCE NO. 2025-2322

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR REPEAL OF SECTION 6-31 OF ARTICLE II OF CHAPTER 6 OF THE CODE OF ORDINANCES, PERTAINING TO TOOLSHEDS AND UTILITY BUILDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 6-31 of the Code of Ordinances was adopted on or before 1964 pertains to the construction and placement of toolsheds and utility buildings in the city;

WHEREAS, Section 12.03.00 of the Land Development Code has been adopted, providing for location and construction standards for detached storage buildings;

WHEREAS, the location standards for storage buildings are more appropriately provided within the Land Development Code and the construction standards of Section 6-31 of the Code of Ordinances have become obsolete as a result of the adoption of the Florida Building Code and the modern construction of storage buildings;

WHEREAS, the City Council has found that the provisions of Section 6-31 of the Code of Ordinances are no longer necessary for the general health, safety and welfare of the citizens of the city; and

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

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

SECTION 1. Repeal. Section 6-31 of Article II of Chapter 6 of the Code of Ordinances, pertaining to toolsheds and utility buildings, and providing as set forth hereafter, is hereby repealed in its entirety, as follows (strikeout text is deleted and underlined text is added):

Sec. 6-31. Reserved Toolsheds and utility buildings.

(a) ~~*Building permit required.* It shall be unlawful for any person, firm, partnership, corporation or other entity to erect, construct, enlarge, alter or move any toolshed or utility building or cause the same to be done without first obtaining a special building permit for such toolshed or utility building from the building department.~~

(b) ~~*Minimum standards.* The minimum standards for the erection, construction, enlargement or alteration of any such toolshed or utility building are as follows:~~

~~(1) Each toolshed and/or utility building shall be located to the rear of the principal structure on any real estate lot within this city and shall be positioned so that the outside walls of such sheds or buildings shall be a distance of no less than five (5) feet from the side and/or rear property line thereof. Whenever the rear or side boundary line of any such real property abuts a street or roadway, the following setback requirements shall govern the location of such a toolshed or utility building:~~

~~a. The rear setback line shall be governed by the front building setback lines which are prescribed by the zoning ordinance that regulates real property within the zoning district where any such toolshed or utility building is erected, constructed, enlarged, altered or emplaced.~~

~~b. The side setback lines thereof shall be a distance of no less than ten (10) feet from the edge of the side property line thereof.~~

~~(2) Such toolsheds or utility buildings shall be securely bolted to a prepoured four-inch thick concrete slab and each corner of such shed or utility building shall be positioned upon an eight-inch by eight-inch by twenty-four-inch prepoured concrete post and shall be securely bolted thereto. Such sheds and/or utility buildings shall be anchored into the ground according to the manufacturer's recommendations pertaining to any such particular shed or utility building.~~

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

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

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

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

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this _____ day of _____, 2025, and read and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this ____ day of _____, 2025.

ATTEST:

By: _____
Judy Meyers, MMC, City Clerk

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

(Seal)

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

Timothy P. Driscoll, City Attorney CA Approved 3/13/25



STAFF REPORT
City of New Port Richey, FL
City Council
April 15, 2025

GENERAL INFORMATION

Case: Ordinance No. 2025-2322
Applicant: City of New Port Richey
Request: Repeal Section 6-31 of Article II of Chapter 6 of the Code of Ordinances, pertaining to toolsheds and utility buildings.

BACKGROUND

Following the submittal of a building permit for the installation of a typical garden shed several months ago, it was identified that in addition to the provisions concerning detached garages, storage buildings, and greenhouses as set forth in Land Development Code (LDC) Section 12.03.00, additional provisions concerning similar structures also existed in City Code Section 6.31 entitled "Toolsheds and Utility Buildings.". These provisions were last amended in 1964, and should have been superseded by the provisions of LDC Section 12.03.00 with the adoption of the LDC in 1991. Accordingly, staff is proposing that the City Code be amended to remove the old provisions of Section 6.31 to eliminate the risk of inconsistencies.

Guidelines for Granting a Land Development Code Amendment:

Pursuant to LDC Section 5.04.03, the Land Development Review Board (LDRB) and City Council shall consider the following guidelines when making a recommendation on an LDC amendment:

- A. The need and justification for the change; and
- B. Whether the proposed amendment implements or is consistent with the Comprehensive Plan, whether it is consistent with or implements other federal and state laws, and whether the proposed change is internally consistent with and furthers the purposes of the LDC.

The proposed amendment will not implement any specific Goal, Objective, or Policy of the adopted Comprehensive Plan; however, the amendment is also not inconsistent with any provision of the Comprehensive Plan either. The proposed amendment will eliminate inconsistency with the LDC.

SUMMARY AND RECOMMENDATION

Development Review Committee:

At its meeting of March 13, 2025, the Development Review Committee (DRC) reviewed the subject request and found that the proposed amendment to the LDC met those guidelines for granting an amendment as per Section 5.04.03, and recommended approval of the amendment.

Land Development Review Board:

Pursuant to LDC Section 5.04.02.C., the LDRB conducted a public hearing on March 20, 2025 and recommended approval of the request as presented.

City Council:

Upon receipt of the staff report and LDRB recommendations, the City Council shall review the staff report and recommendations before taking action on the application.

APPENDIX A – LAND DEVELOPMENT CODE

CHAPTER 12. - ACCESSORY USES

12.03.00 Detached garages, storage buildings and greenhouses.

1. *Purpose:* This section sets forth those standards necessary to regulate the following particular accessory uses.
2. *Detached garages.*
 - a. Detached garage buildings shall be permitted in all residential zoning districts, provided all standards and provisions are followed.
 - b. Detached garages shall be permitted in the side and rear yards and shall not encroach into any required building setback from an abutting road or property line.
 - c. Detached garages shall be permitted in the front yard and shall not encroach into any required building setback from an abutting road or property line, in accordance with the following standards:
 - (1) The front entrance to the primary structure shall not be obstructed from the street view;
 - (2) The architectural style of the detached garage shall be compatible with the primary structure, including façade material, roof material and roof pitch;
 - (3) All sides of the detached garage shall contain architectural features similar to the primary structure, including windows;
 - (4) All detached garages shall have at least one (1) working door of no less than seven (7) feet by seven (7) feet, for vehicle access from a driveway connected to the nearest right-of-way;
 - (5) The free vision zone shall not be obstructed; and
 - (6) Setback variances shall not be permitted.
 - d. No detached garage shall exceed fifteen (15) feet in height.
3. *Detached storage buildings and greenhouses.*
 - a. Detached storage buildings and greenhouses may be permitted in all land use categories, provided all standards and provisions are followed.
 - b. Detached storage buildings and greenhouses shall be permitted only in side and rear yards and shall not encroach into any required building setback from an abutting road or property line.
 - c. Detached storage buildings and greenhouses may be permitted in compliance with the standards for minimum distance between buildings.
 - d. Detached storage buildings and greenhouses shall not exceed fifteen (15) feet in height.

(Ord. No. 1723, § I, 4-20-2004; Ord. No. 2023-2269, § 1, 2-7-2023)

Editor's note(s)—Ord. No. 2023-2269, § 1, adopted Feb. 7, 2023, amended § 12.03.00 and in doing so changed the title of said section from "Detached storage buildings and greenhouses" to "Detached garages, storage buildings and greenhouses," as set out herein.



LAND DEVELOPMENT REVIEW BOARD - MINUTES
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
March 20, 2025 *DRAFT*
2:00 PM

Chairman Grey called the March 20, 2025 Land Development Review Board (LDRB) public meeting and hearing to order at 2:01 pm.

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

Members in Attendance

John Grey
Donald Cadle
Alan Safranek
Robert Smallwood
Mike Peters

Staff in Attendance

Dale Hall, Development Director
Chris Bowman, GIS Technician

Mr. Grey led the pledge of allegiance.

Dr. Cadle made a motion to approve the minutes of the Board's meeting of February 20, 2025 with corrections to the spelling of Board and Staff names. Mr. Smallwood seconded the motion. The motion was approved unanimously (5-0).

Legislative Item: Ordinance 2025-2322

Repeal Section 6-31 of Article II of Chapter 6 of the Code of Ordinances, pertaining to toolsheds and utility buildings.

Mr. Hall presented the Staff Report and summary of the Ordinance stating that an update to the Land Development Code (LDC) in 1991 was intended to replace a portion of existing Code. Specifically, Section 6.31 was superseded by the update of Section 12.03.00 in 1991 however the old code was not updated accordingly. This Ordinance proposes that the City Code be amended to remove the old provisions of Section 6.31 to eliminate the risk of inconsistencies.

Mr. Hall noted that the Development Review Committee recommended approval of the Ordinance.

No one was present to speak in favor of, or in opposition to the Ordinance.

Dr. Cadle made a request for the Staff include updated Codes in the Staff Reports of future Ordinance revisions.

Dr. Cadle made a motion to approve the variance request. Mr. Safranek seconded the motion. The motion was approved (5-0) and the recommendation should be forwarded for consideration by the Council.

Board Member Comments

Mr. Grey stated that siltation along the river is a major concern and the City should develop a plan to clean and dredge the river. He further stated that the architecture on new City Projects should focus on the historic heritage of the City and maintain the old style and look of Coastal Florida.

Mr. Peters stated that future variance requests should be reviewed in totality and that Staff and the Board should consider other related non-conforming issues and how to bring those into compliance. He used the example of evaluating existing docks when new docks are proposed.

Mr. Cadle suggested a change to the minimum length of a dock from 25 feet to 35 feet as a matter of right. The Board discussed if this was appropriate along the entire river.

The Board discussed the lack of landscaping on several new developments in the City. Mr. Hall indicated that a new landscape ordinance is currently being written that will be brought forward at a later date for consideration.

Mr. Smallwood made a motion to adjourn the meeting. Mr. Peters seconded the motion.

The motion was approved unanimously (5-0), and the meeting adjourned at 2:43 pm.



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: 4/15/2025

RE: 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

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: 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

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 2025BNote).

(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 15th day of April, 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 April 15, 2025, and other applicable provisions of law, and a resolution adopted by the City Council of the Issuer on April 15, 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 April 15, 2025, and other applicable provisions of law, and a resolution adopted by the City Council of the Issuer on April 15, 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 April 15, 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 April 15, 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 April 15, 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.

[Remainder of page intentionally left blank]

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

Alfred C. Davis
Chairman

ATTEST:

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: Kevin Trapp, Assistant Parks and Recreation Director

DATE: 4/15/2025

RE: Kentucky Derby Pub Crawl Alcohol Special Event Permit Application and Event Wet Zone Request

REQUEST:

The request before City Council is 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. This event is requesting a "wet zone" be established in the alleyway behind Infusion Brewing Company.

DISCUSSION:

The Special Events Team met with event organizers to review the Alcohol Special Event Permit application and wet zone request on Tuesday, March 18, 2025. The Kentucky Derby Pub Crawl is being organized by the Rotary Club of West Pasco Sunset. The event is scheduled for Saturday, May 3, 2025, from 11:00am to 7:00pm. 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. This event is the biggest annual fundraiser for the Rotary Club of West Pasco Sunset which helps support local non-profits and scholarships. The event was previously held at Gill Dawg in Port Richey.

A wet zone would allow participants to drink alcohol in the alleyway. 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. There will be no alcohol sales in the alleyway and signage would be placed along event barricades stating, "no alcohol beyond this point". Barricades will be placed to prevent vehicles from entering the event area. Police will be present in the alleyway to help ensure this event is safe for all attendees. It is important to note that the wet zone request does not include the various downtown business's participating in the Pub Crawl portion of the event because event participants will be inside those business during the event.

The SET members had no objections to the event and the wet zone request based on the safety measures being implemented.

RECOMMENDATION:

The recommendation is for City Council to approve the Kentucky Derby Pub Crawl Alcohol Special Event Permit application and wet zone request for Saturday, May 3, 2025. This request includes approving the wet zone location in the alleyway behind Infusion Brewing Company which is noted on the event site map and approving the times for the wet zone to span from 11:00am to 7:00pm.

BUDGET/FISCAL IMPACT:

No impact

ATTACHMENTS:

Description	Type
☐ Special Event Application	Backup Material
☐ ABSEP Application	Backup Material
☐ Wet Zone Map	Backup Material

- ▣ Event Site Map
- ▣ Business Notification Letters
- ▣ List of Participating Businesses

Backup Material
Backup Material
Backup Material



City of New Port Richey
Parks and Recreation Department
Special Event Application

*All applications must be submitted at least 45 days prior to the event, but no more than 12 months before the event.

***Do not advertise your event until you receive an approved event permit.**

- **SMALL Event** - \$150 Application Fee (one day events with limited impact and 999 or less attendance).
- **MAJOR Event** - \$500 Application Fee (are defined as events lasting more than 72 hours, a projected attendance of more than 1,000, or will significantly impact public streets or right-of-ways.)

Submit original signed and notarized application along with application permit fee to the following:

City of New Port Richey
Parks and Recreation Department
6630 Van Buren Street
New Port Richey, FL 34653

APPLICANT

Name of Applicant: _____

Title (if applicable): _____

Name of Organization: _____

Is your organization tax exempt? Yes No If yes, please attach documentation.

Is your organization a non-profit? Yes No If yes, please attach documentation.

Mailing Address: _____

Street Address

_____ City

_____ State

_____ Zip Code

Phone: _____

Daytime Phone

Cell Phone

Email: _____

EVENT

Name of Event: _____

Description of Event (Include purpose):

Location of Event: _____

Event/Organization Web Address: _____

Event Date(s) & Time(s):

Date	Day of the Week	Start Time	End Time
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Setup Date(s): _____

Setup Time(s): _____ to _____

Cleanup Date(s) _____

Cleanup Time(s): _____ to _____

Will this be an annual event? Yes No If yes, next year's date(s) _____

EVENT LOGISTICS

1. Estimated Attendance (Includes event crew, participants, and spectators):

_____ This Year _____ Last year

Maximum number at peak time: _____

2. Will alcohol be served or sold? Served Sold No Alcohol

3. Approximate number of food vendors: _____

*Event promoter is responsible for obtaining copies of all licenses and insurance from each vendor and providing the same to the City. All vendors must be listed on the site plan.

4. Approximate number of all other vendors along with type i.e. crafts, sponsors, informational

*May need to provide copy of certificate of insurance in a form acceptable to the City for each vendor:

Local bars/restaurants will have drinks/food available for purchase and consumption at locations.

5. Will electricity be required?: Yes No Source _____

Location of electricity _____

*City electric is available around the Sims Park Circle, panel box near the river, and the North and South side of Orange Lake. If an event requires additional locations, the event must provide an alternative.

6. List event equipment (Include things such as seating, tents, booths, and trucks. These should all be listed on site map as well.) _____

_____ DJ sound system on trailer/stage area for announcing and presentations. TV for race viewing

7. List entertainment type (bands, DJ, dancers, clowns, etc.): _____

8. List dates and times of music and/or amplified sound: _____

9. Will private security be provided? Yes No
If yes, list organization: _____

10. Will portable restrooms be used? Yes No
If yes answer the following and list on site plan:

How many: _____ Installation Date: _____ Removal Date: _____

11. Event holders are responsible for trash removal, and must provide their own dumpsters.

Please list your plan. _____

Will dumpsters be used? Yes No

If yes please include on site plan and answer the following:

How many: _____ Sizes: _____

Installation Date: _____ Removal Date: _____

12. Please list any admission charges, donations, parking, registration or other fee and how much.

13. Does the Event Require Street Closures? Yes No

If yes complete the following:

Date(s) of street closure: Begin _____ End _____

Time of street closure: Begin _____ End _____

List street(s) to be closed: _____

*A letter must be delivered to all residents that will be directly impacted by a road closure. Attach letter along with addresses to this application.

14. Will there be a parade? Yes No

If yes complete the following:

Street(s) that will be utilized for parade route: _____

Time assembly to begin: _____

Time parade starts: _____

Total number of units in parade: _____

Number of people in the parade: _____

Number of vehicles in the parade: _____

Number of animals in parade: _____

Number of floats: _____

Number of bands: _____

*Attach parade route map to application.

15. Will there be a running/walking/biking/water Event? Yes No

If yes answer the following:

Time assembly to begin: _____

Time event starts: _____

Estimated ending time: _____

Event will be conducted on Streets Sidewalks Body of water

*Attach route map to application

16. Will a City dock be used for the event? Yes No

If yes, hours of use: _____

Location of dock: _____

List vendors who will use the dock: _____

*Any dock used for the event will need to remain open to the public during the event.

17. Please check the additional facilities/Areas you plan on using.

- Pavilion(s)
- Orange Lake
- Amphitheatre (requires an additional rental fee)
- Peace Hall (requires an additional rental fee)

What is your Organization doing to fund or support Activities within the local Community?

What Groups or Individuals received financial or other support from your Group in the past year?



As the applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the event policy and procedure manual, the resolution and City ordinance pertaining to Special Events, the event rules, guidelines, requirements, for tents and all policies, rules, regulations, and code provisions of the City of New Port Richey. I understand that any violations may result in immediate cancellation and revocation of the Event Permit. I further certify that all facts contained in this request are accurate.

For events on public property, I agree to obtain and furnish the City of New Port Richey with a certificate of general liability insurance in the amount of \$1,000,000.00 or greater as deemed by the City Risk Manager. The insurance must name the City of New Port Richey as an additional insured.

I understand incomplete applications or any outstanding financial obligations with any department within the City of New Port Richey may result in a denial of my request.

Print Name of Applicant or Authorized Representative: Patricia Kley

Signature of Applicant or Authorized Representative: Patricia Kley

Date: 1/15/25

Subscribed and sworn to before me this 15 day of Nov, 2025
Who is personally known to me and/or produced _____ as
identification.

STATE OF FLORIDA, COUNTY OF PASCO
Notary Public: Tara Marie O'Connor



My Commission expires: 12/23/26

FOUNDED 1924

Hold Harmless Agreement

I, ~~Dominique Connell~~ ^{Brendan Gorman}, agree to protect the City of New Port Richey, Florida against all losses arising out of claims, in connection with the Kentucky Derby Pub Crawl.

Without limiting the generality of the foregoing, and all workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Rotary Club of West Pasco Sunset Foundation further agrees to investigate, handle, respond to, provide defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false or fraudulent.

In any case in which such indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

Certification: ^{Brendan Gorman}
I, ~~Dominique Connell~~ do certify that I am President
of Rotary Club of West Pasco Sunset Foundation,

and that I am authorized to issue this hold harmless agreement; and that this hold harmless agreement is defined as an insured contract under a commercial general liability insurance policy currently in effect for the entity/organization.

Signature of applicant: [Signature]

Date: JAN 15, 2025

STATE OF FLORIDA, COUNTY OF PASCO
Notary Public [Signature]



My Commission Expires: 12/23/26



Site Plan Checklist

The following items should be on your site plan if applicable.

- Food Vendors
- Additional vendors/sponsors
- Sponsor Banners
- Electrical locations
- Event equipment
- Portable restrooms
- Dumpsters
- Street closures
- Parade route
- Beer trucks
- Alcohol area
- Fencing/barricades
- Bounce houses
- Tents
- First Aid
- Command Center
- Carnival
- Any additional elements that will be on site for your event

Attachments

Please make sure the following items are submitted with your application.

- Site plan
- Pasco County Health Department *Application for Temporary Event Sanitation*
- If the event includes a parade or street closure, attach a proof of notice to property owners along the route and the addresses of where the letters will be delivered.
- If the event includes a parade attach the route.
- If the event includes a running/walking/biking/water component attach the route.
- Flyer/brochure if available
- If the event includes music or live performances, attach a copy of the music license from BMI and ASCAP.
BMI (Broadcast Music Inc.) 1-888-689-5264
ASCAP (American Society of Composers, Authors and Publishers) 1-800-505-4052
- It is recommended that each event has a recycling plan in place. Local waste collection providers all participate in recycling. Please consider contacting your waste collection agency and request a recycling dumpster and/or receptacles.

Once approved you will need to submit the following:

- Certificate of Insurance naming the City of New Port Richey as an additional insured

The special event permit does not include additional permits such as tent permit, electrical permits, or gas permits. To apply for additional permits go to the Development Department in City Hall located at 5919 Main Street, New Port Richey. For questions call (727) 853-1045.

Special Event Checklist

Thank you for your interest in having a special event in the City of New Port Richey. Once you submit the application, there will be a SET meeting in approximately two weeks to review your application. At this time they will determine what the estimated costs for City services will be. If your event includes alcohol, your event will be placed on a Council Agenda for approval.

Submit Special Event Application along with \$150 application fee to the New Port Richey Recreation and Aquatic Center, 6630 Van Buren Street, New Port Richey, FL 34653. Checks should be made payable to New Port Richey Parks and Recreation. Events that will include alcohol must also submit the Alcoholic Beverage Special Event Permit Application along with a \$300 application fee.

Should you have any questions regarding the application or process contact the Events and Community Outreach Coordinator at (727) 841-4560.

Please make sure the following items are submitted with your application if applicable:

- Site plan
- Pasco County Health Department *Application for Temporary Event Sanitation* - 11611 Denton Avenue, Hudson 34667; (727) 861-5661
- If the event includes a parade or street closure, attach a proof of notice to property owners along the route and the addresses of where the letters will be delivered.
- If the event includes a parade attach the route.
- If the event includes a running/walking/biking/water component attach the route.
- If applicant is an organization include list of current officers.
- Flyer/brochure if available.
- Banners - See #13 in the Event Rules Section
- If the organization is a non-profit please submit IRS determination letter. If the organization is a 501(c)3, submit tax exempt certificate.
- If the event includes music or live performances, attach a copy of the music license from BMI and ASCAP.
 - BMI (Broadcast Music Inc.) 1-888-689-5264
 - ASCAP (American Society of Composers, Authors and Publishers) 1-800-505-4052

Once approved you will need to submit the following:

- Certificate of Insurance naming the City of New Port Richey as an additional insured. The policy limits of the insured should be not less than:
One million dollars (\$1,000,000) combined single limit for property damage, bodily injury or death. In addition, events involving the sale or distribution of food or alcoholic beverages shall include product liability coverage in the same amount. Events involving the sale or distribution of alcoholic beverages shall include liquor liability coverage with a minimum of one million dollars.
- City of New Port Richey Business Tax Receipt (required if you are a for-profit business outside of the City limits) – Billing and Collections located at 5919 Main Street, New Port Richey, 34652; (727) 853-1061

- Approved alcoholic beverage license from Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco - 1313 N. Tampa Road, Suite 909, Tampa, 33602; (813) 272-2610
- Payment of required special event damage deposit. The rate is **\$500 per day - Per area utilized** of the approved event. This deposit is refundable only after all damages are cleared by the City of New Port Richey Parks and Recreation Department. Any damages that occur will be calculated by the Parks and Recreation Department and will be deducted from the total deposit up to the full amount. If the amount of damage exceeds the total damage deposit paid by the event holder the City of New Port Richey will issue an invoice/bill to the event holder for payment to cover the additional damage expenses.

City Event Sponsorship Application

Annually the City reviews projects which have requested assistance through "in kind" support from the various departments whose services are deemed to be appropriate or through other sponsorship or co-sponsorship allocations. The "in-kind" services could include traffic control, crowd control, public safety and public works deemed by the organizer and/or the City to be appropriate for the event depending on its scale and the length and timing of the event

The purpose of the New Port Richey Special Event Sponsorship Program is to provide funding to local organizations to assist them in producing local special events that:

- Promote the City as a destination for visitors;
- Promote local businesses;
- Produce hotel room nights;
- Show economic impact to the City and its businesses; and
- Provide a family-friendly program.

Special event sponsorship applications are due to the City Manager's Office by September 1 of each year. The City Manager will review the applications and make recommendations to the City Council. The City Council will decide during the budget process which events will be sponsored and for what amount. The number and amount of each grant award will be dependent upon the availability of designated funds. Applicants are required to provide the following information in writing. Local special events that may receive funding must demonstrate a history of economic impact and/or the potential to draw visitors to the area. The following application should specify the grant dollar amount requested, and a detailed proposed use of the requested funds.

Once completed, submit the following application to the Office of the City Manager, City Hall, 5919 Main Street, New Port Richey, Florida 34652. You can also fax it to (727) 853-1023 or via email to meyersj@cityofnewportrichey.org. For questions regarding the sponsorship process contact the office of the City Manager at (727) 853-1248.



City of New Port Richey Parks and Recreation Department

Event Policies and Procedures Manual

The City of New Port Richey Parks & Recreation Department is pleased that you have decided to host your event in our City. All of the following rules and guidelines apply to any Special Event hosted within the City of New Port Richey. Persons and/or organizations who wish to conduct an Event in the City of New Port Richey must submit a completed application a minimum of forty-five (45) days prior to the proposed event date to:

City of New Port Richey Parks and Recreation Department
Attn: W.P. Rader - Special Events Coordinator
6630 Van Buren Street
New Port Richey, FL 34653

Receipt of an application is not a guarantee of event approval. Annual events should request dates one year in advance. The application fee, damage deposit, and final costs should all be paid at the City of New Port Richey Parks and Recreation Department.

Event Definition

An event is defined as any activity that is outside of the normal operations of the facility and/or has an impact on the general public. Any preplanned event, sponsored by a person other than the city, occurring on city property, including city streets which involve fifty (50) or more persons and/or vehicles as participants, exhibitors or exhibitions and which event is open to the public. Examples may include one or more of the following:

1. Open and advertised to the general public
2. Require street closures
3. The sale and/or consumption of food, beverage, or merchandise to the general public
4. Exceeds pavilion boundaries
5. Event requires one or more of the following: parking arrangements, traffic control, law enforcement, EMS, Fire Marshall, portable toilets, dumpsters, or City permits
6. Requires that portions of a public facility be closed to the general public
7. The event occurs on the Pithlachascotee River

Event Rules and Guidelines

1. **S.E.T. (Special Event Team) Meetings:** The event promoter/organizer must attend a SET (Special Event Team) meeting with City staff and other parties as necessary. Event promoter is responsible for all event logistics before, during, and after the event including equipment, security, trash, traffic, etc.
2. **Use Agreement:** A use agreement will be created that describes the fees as listed on the Special Event Fee Schedule, roles and responsibilities of the City and the Event

Promoter. Once the SET team approves the Use Agreement, it will go to the City Manager for final approval. Upon final approval of the Use Agreement, the Special Event Permit will be issued.

3. **Bond/Deposit:** A refundable cash bond or certified security deposit up to \$5,000 shall be provided to the city, in the amount to be determined by the City staff. The amount shall be based on the nature of the event, duration of the event, proposed location and potential damage to City property or equipment caused by event organizer or the event organizer's vendors and participants.
4. **Representation:** If the applicant is representing a group or an organization, in submitting an application for a special event, the applicant, if applicable, must attach proof of agency or letter of authorization showing his/her authority to represent the organization named herein prior to approval of this application.
5. **Site Map:** Site map should include: (as many pages as necessary, does not all need to be on one map)
 - a. Vendor locations
 - b. Tent locations and sizes, etc.
 - c. Barricade locations
 - d. Entertainment/activities
 - e. Portable restroom locations
 - f. Dumpster and recycling collection locations
 - g. Road and/or sidewalk closures
 - h. First aid/medical stations
 - i. Traffic flow
6. **Set-up:** The City has control over the set-up of any equipment/materials on site. The city reserves the right to refuse a special event permit if the parking of vehicles will substantially interfere with or destroy vegetation and City property.
7. **Traffic:** Traffic flow plan is required. Please provide map and details of plan.
8. **Vendors:** Event promoter is responsible for obtaining a copy of all licenses and insurance from each vendor, including inflatable's (moonwalks), climbing walls, pony rides, food vendors, etc., and providing the same to the City of New Port Richey. Food vendors are subject to fire inspection and must adhere to all Health Department and Fire Department rules and regulations, including keeping walkways clear and electrical cords, hoses, etc., properly covered and secured. All vendors must adhere to the Vendor Requirements for Special Events, which is attached hereto as Attachment "1".
9. **Selling:** Selling or offering for sale of any goods or services requires Departmental approval.
10. **Alcohol:** Event promoter is responsible for abiding by all local, State, and Federal liquor regulations, perimeter guidelines according to the Division of Alcoholic Beverages & Tobacco (ABT). Sale, dispensing, possession, use and/or consumption of alcoholic beverages on public property is prohibited except pursuant to City and State ordinance. An event must submit an Alcoholic Beverage Special Event Permit Application and be approved by Council to serve or sell alcohol at the event. See Alcohol Ordinance for further details.
11. **Tents:** All tents must be properly secured and anchored and made of flame-resistant materials in accordance with NFPA 701 Standard Method of Fire tests for Flame Propagation of Textiles and Films. The applicant must provide a copy of the flame-resistant rating. All tents larger than 10' x 10' require a Building (tent) permit. The

event promoter can contact the New Port Richey Planning and Development Department for the arrangement of a tent permit. Tent permit fees list is available (includes all tents at special event). Additional inspection fees may be required.

- 12. Noise:** All events must comply with the City of New Port Richey noise ordinances unless a waiver is granted. Amplified music is permitted from 9 am to 11 pm, Monday through Saturday and 1 pm – 11 pm on Sunday.
- 13. Banners:** To keep with the beauty of the park and overall enjoyment of the event, banners are required to be tasteful and abide by the following guidelines. Banners may be placed on the overlook facing Sims Park only. Banners are allowed on the stage and placement will be determined by the SET Team during the SET meeting. No Banners are allowed on Shelter 5 or any part of the playground, including the playground fence. Any Banners or yard signs deemed to be distasteful or not in accordance with the agreed upon locations will be removed immediately. Any Banner that causes damage to city property will cause the damage deposit reimbursement to be forfeited, and will be taken under consideration the next time the event organizer applies to hold an event.
- 14. Restrooms:** The applicant may be required to provide portable restrooms depending on scope and size of the Event. Multi-day events will require daily cleaning service of portable restrooms. Portable restrooms may be placed one day prior to the Event, and must be removed from the site within 24 hours of the close of the Event.
- 15. Trash & Recycling:** The applicant is responsible for dumpsters, additional trash cans, all trash clean up and responsible for recycling containers depending on the size and scope of the event. Dumpsters may be delivered 24 hours before the start of the event, and must be removed with 24 hours of the close of the event. The Event Promoter will be responsible for placing recycling receptacles throughout the event site as recommended. All events will be encouraged to participate in the City of New Port Richey recycling efforts.
- 16. Safety:** Safety Plan requirements will be determined by City staff, as well as New Port Richey Police Department and the New Port Richey Fire Department. Event promoter may be required to hire off duty law enforcement officers, lifeguards, medical personnel, etc. Event promoter may also be required to make arrangements with New Port Richey Police Department and/or the New Port Richey Fire Department for providing a command center and/or a safety unit at Promoter's expense. All events must designate a first-aid station.
- 17. Parades:** It is understood that parade participants shall not engage in any behavior that creates a risk of bodily injury to other parade participants and the spectators at large. It is also to be understood that no fireworks or other explosion-type devices are to be used by parade participants to spectators along route which may cause injury or danger to spectators or participants.
- 18. Site Closure:** For safety concerns, the event space will temporarily close in case of inclement weather, emergencies, or other unsafe or hazardous conditions, or should vehicle or event capacity reach maximum.
- 19. Inclement Weather:** If the event is canceled due to inclement weather or other unsafe or hazardous conditions, the Event Promoter is responsible for notifying participants of the event cancelation. Event may be rescheduled pending availability. Any additional fees incurred to the City, such as labor, traffic control, or any other unforeseen costs will be invoiced by the City to the Event Promoter. The City reserves the right to cancel an event due to inclement weather, emergencies, or other unsafe or hazardous conditions.
- 20. Cancellations:** Event Promoter must notify the New Port Richey Parks and Recreation

in writing of any cancellations or rescheduling of the event.

- 21. Permits:** Applicant is required to obtain all permits, licenses and certificates required by City, County, State, Federal, ABT (Division of Alcohol Beverages and Tobacco), or other regulatory agencies. Copies of such permits and licenses must be submitted to the New Port Richey Parks and Recreation Department. The applicant understands that the event must meet or exceed all applicable codes, laws and regulations including, but not limited to, National Fire Prevention Association, Building, Plumbing, Electric, Land Development and City Codes. The City reserves the right to impose additional regulations if deemed necessary.
- 22. Event Conclusion:** The event space is to be restored to the same condition as it was prior to the Event. Applicant will be responsible for the cost to repair any damage resulting from the event and/or attendees. All equipment and structures placed at the event site must be removed within 24 hours of the end of the event. The City of New Port Richey is not responsible for any items left at the event site. A storage fee may be applied for items left in the park after the 24 hour deadline.
- 23. Owed Monies:** The City of New Port Richey will invoice the Event Promoter with the actual costs of the event upon conclusion of the event. The Event Promoter must pay the invoice within 30 days of receiving the invoice. Should collection efforts be required to collect any sums due, the City will be entitled to interest at the highest legal rate and the City will be entitled to collection costs including attorney fees.
- 24. City Logo:** The use of the City of New Port Richey logo, Parks & Recreation Department logo, or any other reference to the City of New Port Richey is strictly prohibited except where written permission has been granted.
- 25. Privileges:** Failure to abide by Parks & Recreation Department Rules and Guidelines, City ordinance, special events resolution, or special event policies and procedures will result in event privileges being suspended. Should an event not be in compliance with the User Agreement, the event may be shut down based on the recommendation of any City of New Port Richey Department Head or their designee and/or the Police Department. The Police Department will enforce all closures. An event may also be terminated if it is in violation of any law, or if it endangers the persons or participants or spectators, or if it threatens the peace and dignity of the community, or if it creates unmanageable problems for public safety officials whereby the proper execution of their duties is endangered.
- 26. Insurance:** A certificate of general liability insurance naming the City of New Port Richey as an additional insured is required. Insurance amounts are identified in the Use Agreement.
- 27. Post-event Report:** The applicant agrees to provide a post-event report within 90 days following the event to include receipts, disbursements, number of participants and other data included in this application.
- 28. Holidays:** No special events will be approved on any City recognized holidays.
- 29. Cooking:** Cooking is not allowed under or within 10 feet of any existing structure as mentioned in the New Port Richey Fire Department Requirements for Special Events Document included with this application.



PROMOTION / FUNDRAISER
PUB CRAWL



**ALCOHOLIC BEVERAGE SPECIAL
EVENT PERMIT APPLICATION**

City of New Port Richey
Development Department
City Hall, 5919 Main Street, 1st Floor
New Port Richey, FL 34652
Phone (727) 853-1039 Fax (727) 853-1052

CASE # _____
SET Date: TUES. 03/25/25 - 10:00AM
Council Date: _____
Date Received: _____

*** Please print legibly or use fillable form ***

- Submit original signed and notarized application
- Submit \$350 application fee
- Submit at least 45 days prior to the proposed special event
- Submit with separate Special Event application (Case # 2025-03/25)**

ABSEP GENERAL INFORMATION:

Name of Event: Kentucky Derby Pub Crawl

Date(s) of Event: Saturday, May 03, 2025 - 11:00AM - 07:00PM *(Limited to three days for alcohol sales)*

Location of Event: 6345 Grand Blvd. Alley between Infusion Brewing & Williams & Doddridge PA

Applicant: Patricia Kley - Kentucky Derby Pub Crawl Sponsor Chair - Rotry Club of West Pasco Sunset Foundation

Mailing Address: P. O. Box 123, New Port Richey, FL 34656
(Street, City, State, Zip Code)

Daytime Phone Number: (727) 243-9203 Fax Number: _____

Email or Alternate Contact Information: trishkfl@gmail.com

Authorized Person in Charge: Patricia Kley - Kentucky Derby Pub Crawl Sponsor Chair

If an organization, names, addresses, phone numbers of all Officers: (may attach as addendum_
see attached

Who is the PRIMARY contact for this application? Patricia Kley - Kentucky Derby Pub Crawl Sponsor Chair

ABSEP SUBMITTAL REQUIREMENTS:

List Alcohol to be Sold: Wet Zone Request Only - No Alcohol Sales in Wet Zone
(Limited to beer and wine)

List Alcohol to be Given Away: _____

Time of Alcohol Sales: N/A
(Limited to Monday through Saturday, 12:00 noon to 11:00 p.m. and Sunday, 1:00 p.m. to 9:00 p.m.; events limited to three days in duration)

List ABSEP applications approved for your organization this calendar year: n/a 0
(Limited to three permits per year, per applicant; eight per year total City-wide)

- Attach approved alcoholic beverage license from Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco (1313 N. Tampa Road, Suite 909, Tampa, 33602; 813-272-2610.)
- Attach general liability and other insurance as required by the provisions of Florida Statutes for the sale or consumption of alcoholic beverages.
- Attach IRS Tax Exemption Form 501(c)(3) or (6), if nonprofit organization.

APPLICANT'S ACKNOWLEDGEMENT OF REQUIREMENTS:

1. Any business that obtains a permit allowing for outdoor consumption of alcoholic beverages on its premises shall provide an off-duty officer for security during all times that consumption is permitted.
2. The person responsible for conducting the event on behalf of the applicant must meet State minimum age licensing requirements and cannot have been convicted of a felony or crime involving moral turpitude. The applicant must obtain all necessary federal, state and local permits to engage in the proposed sale and/or consumption activity.
3. City Council may require any nonprofit civic organization that desires to hold an event on or in public property at which alcoholic beverages will be served, to enter into a written lease agreement and/or an indemnification agreement to indemnify and save harmless the City from any and all liability which may arise as a result of any such function and may further require any such organization to secure public liability insurance coverage from an insurance company, and in the amount acceptable to City Council, but providing coverage for each event 1) for personal injury of not less than \$1,000,000 per person and \$2,000,000 per occurrence, and 2) for property damage of not less than \$1,000,000.
4. Nonprofit civic organizations shall: 1) Have tax exempt status under Section 501(c)(3) or (6) of the 1986 IRS Code; 2) Operate an office in the City or be a nationally-recognized organization that conducted business as a nonprofit in the City; and 3) Promote or stimulate community and economic development within the City.
5. Only beer and wine shall be permitted to be served. The proposed sales and/or consumption activity must be associated with a public event. Alcoholic beverages shall be served in plastic containers only. No cans or glass containers shall be permitted.
6. Access points of the serving area shall be marked with signs notifying patrons that alcoholic beverages are not to be taken past the perimeter of the area shown on the site plan, and the applicant shall staff the entrance with as many personnel as necessary to enforce this requirement.
7. The proposed sales and/or consumption activity will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation. It will also not entail extraordinary or burdensome expense or police operation by the City. The use of alcoholic beverages is not expected to result in violence, crime or disorderly conduct.
8. The consumption and possession of alcoholic beverages upon a public street may be permitted as part of a special event subject to other conditions. No permits will be issued for special events within any City park except Sims Park or Orange Lake Park.
9. The sale, possession and consumption of alcoholic beverages shall be confined to designated and secured areas. The perimeter of the designated area shall be secured for the entire event. It is unlawful for any person to carry alcoholic beverages into the secured areas. Any person violating this shall be subject to ejection and arrest.
10. No person under the age of 21 shall be permitted to possess, consume or distribute any alcoholic beverages at the permitted event. After displaying the proper proof of legal age, the person wishing to purchase, possess or consume alcohol shall receive a wristband from the applicant (or agent) which shall be attached to his/her wrist and worn at all times of possession/consumption.
11. Hours of sales and/or consumption shall be limited to Monday through Saturday, noon to 11:00 p.m., and Sunday, 1:00 to 9:00 p.m. The applicant shall be responsible for enforcing the hours of operation and shall be liable for the failure to enforce.
12. The applicant shall pay all costs of police and other City services attributable to the sale or consumption of alcohol during the activity. For events at Sims Park, City Council may require an off-duty officer stationed at the playground, at the applicant's expense.
13. The applicant understands that the event must meet or exceed all applicable codes, laws and regulations.

ATTENDANCE AT MEETINGS:

The applicant or applicant's representative needs to be present at the SET and City Council meetings.

AUTHORIZATION FOR OWNER'S REPRESENTATIVE(S):

I _____, the applicant, hereby authorize _____ to act as my representative(s) in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Signature of Applicant(s): _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____ who is personally known to me and/or produced _____ as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public _____

My Commission Expires: _____

APPLICANT'S AFFIDAVIT:

I Patricia Kley, applicant or authorized representative, have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all aspects true and correct, to the best of my knowledge.

Signature of Applicant: Patricia Kley

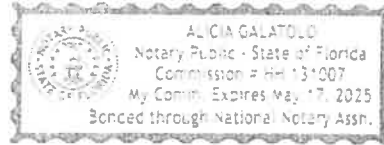
Date: 3-31-2025

Subscribed and sworn to before me this 31st day of March, 2025 who is personally known to me and/or produced _____ as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public Alicia Galatolo

My Commission Expires: May 17th 2025



FOR STAFF USE ONLY:

~~X~~ Date completed application received 08/01/2024
~~X~~ Application fee paid

 Cash
\$150 ~~\$105~~ check #

- Approval from Business and Professional Regulation
- ~~X~~ General liability or other insurance attached
- ~~X~~ No more than three approvals for this applicant verified
- ~~X~~ SET meeting date 3/18/2025
- City Council approval date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAY 28 2019

THE ROTARY CLUB OF WEST PASCO
SUNSET FOUNDATION INC
C/O ROBERT MEMOLI
PO BOX 923
NEW PORT RICHEY, FL 34656-0000

Employer Identification Number:
83-4636498
DLN:
26053537001059
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 1, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc 811 Madison Ave Toledo OH 43604	CONTACT NAME: Macy Gorrell / Sara Humphries PHONE (A/C, No, Ext): 419-259-2710 FAX (A/C, No): 419-255-7557 E-MAIL ADDRESS: Rotary@hylant.com														
Insured All Active US Rotary Clubs & Districts Rotary Club of West Pasco Sunset Foundation Attn: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201-3698	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Westchester Surplus Lines Insurance Company</td> <td style="text-align: center;">10172</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westchester Surplus Lines Insurance Company	10172	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included	Y		G73578917003	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
X	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X				
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		G73578917003	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is cause in whole or in part by the acts or omissions of the insured.

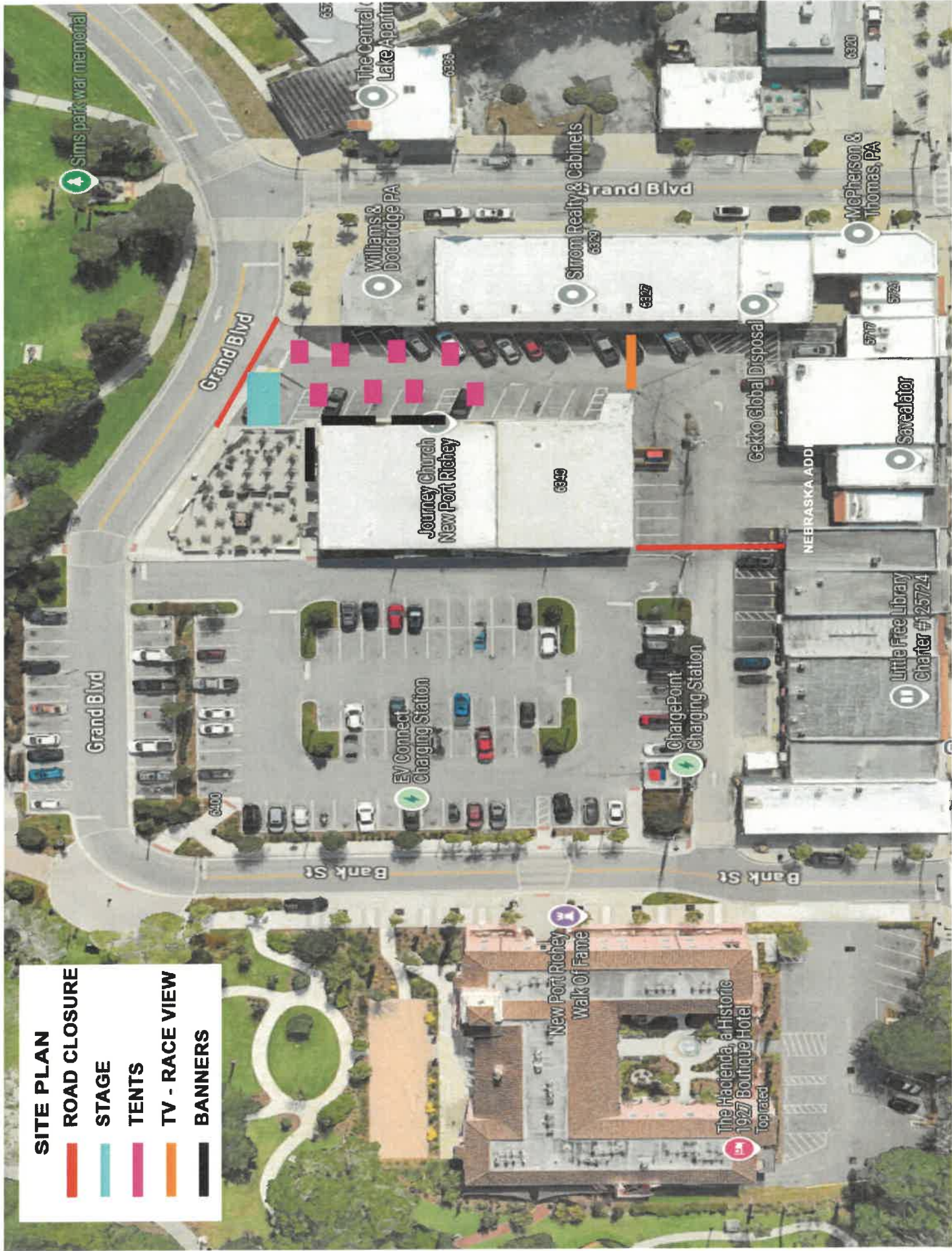
CERTIFICATE HOLDER City of New Port Richey 5919 Main Street New Port Richey FL 34652 RE: Kentucky Derby Pub Crawl May 3, 2025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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2025 KENTUCKY DERBY PUB CRAWL WET-ZONE REQUEST



2025 KENTUCKY DERBY PUB CRAWL SITE PLAN



Rotary Club West Pasco Sunset

March 25, 2025

The Rotary Club of West Pasco Sunset is Sponsoring the Kentucky Derby Pub Crawl Fundraiser on Saturday, May 3, 2025, hosted at Infusion Brewing 6345 Grand Blvd.

We have requested that the City of New Port Richey close the alley between of Infusion Brewing which will limit the parking access that you business may have.

If you have any questions you can contact Patricia Kley, Sponsor Chair West Pasco Sunset Rotary Club at trihskfl@gmail.com

Date:

3/26/2025

Business Name:

Williams & Boddridge

Signature:

Cynthia Surcombe



MAY 3RD • 11 AM - 7 PM

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Date: 3/26/2026

Business Name: McPherson & Thomas, P/T

Signature: 



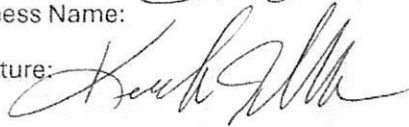
Rotary Club West Pasco Sunset

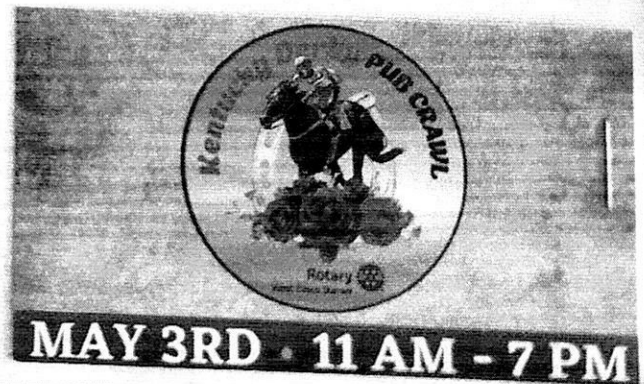
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Date: 3/26/2025
Business Name: Simon Realty
Signature: 



Rotary Club West Pasco Sunset

March 25, 2025

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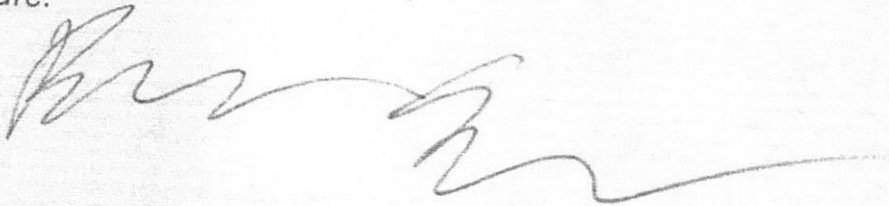
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Date: 3-26-25

Business Name: RPS VPIR

Signature:

A handwritten signature in blue ink, appearing to be 'Patricia Kley', written over a horizontal line.

Rotary Club West Pasco Sunset

March 25, 2025

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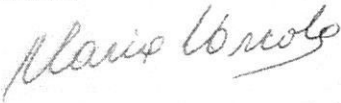
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Date:

Business Name:

Signature:



Hess Spinal & Medical Centers
5713 Main Street
New Port Richey, Fl 34652

Rotary Club West Pasco Sunset

March 25, 2025

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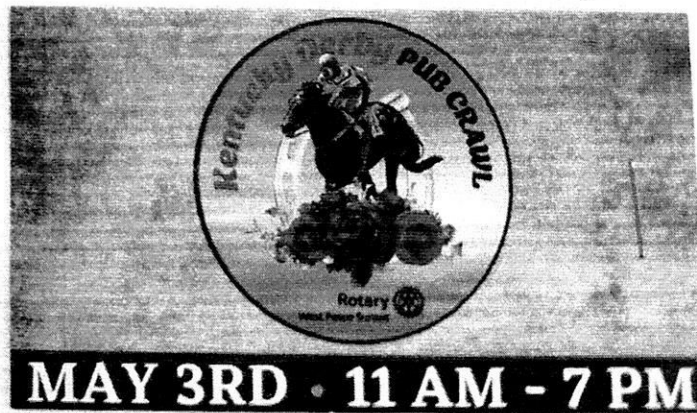
Date:

Business Name:

Hello, Sweetz

Signature:

Cathy Paul



Rotary Club West Pasco Sunset

March 25, 2025

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Date: 3-26-25

Business Name: *ecarve the Ride*

Signature: *Wte*



Rotary Club West Pasco Sunset

March 25, 2025

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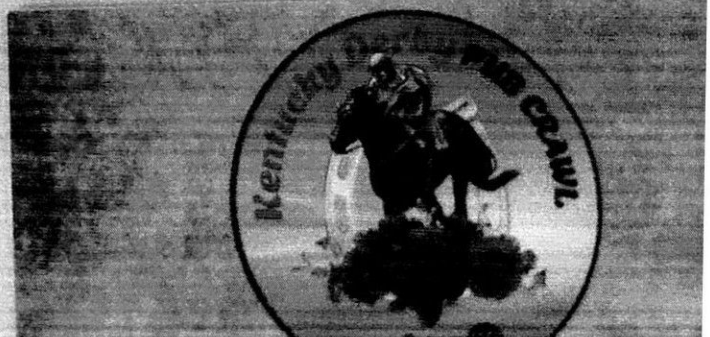
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Date: 3/26/25

Business Name: EXCEL 26

Signature: *Jonico A. Chittum*



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March 25, 2025

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Date: 3/26/2025

Business Name: Denmon Law

Signature: 



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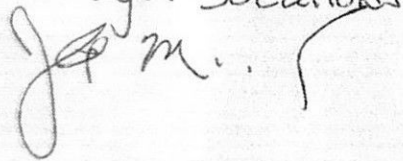
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Date: 3/26/25

Business Name: ZgH Solutions

Signature:



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March 25, 2025

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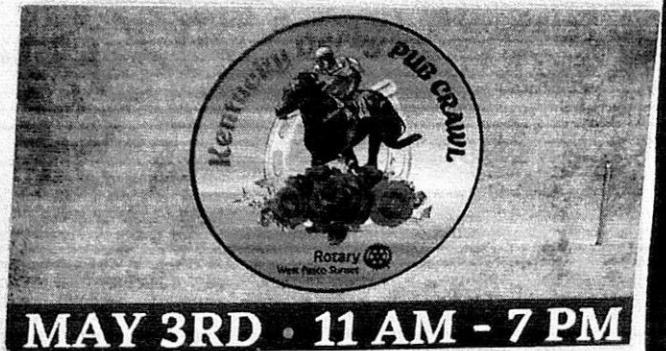
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Date: 3/26/25

Business Name: Ameriprise

Signature: 



West Pasco Sunset Rotary

Kentucky Derby Pub Crawl

May 3, 2025

Participating Restaurants/Bars:

Infusion Brewing

Back Draft Pizza

Emerald Coast Brewing

Cotee River Brewing

Kangaroo

Dang Good on Main

Ordinance One

Fitzgeralds

Steam Works

Sip

Bourbon on Main

Get Hooked Riverside

Dented Keg



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: 4/15/2025
RE: Request to Waive Permit Fees for Richard Miller, 6129 Lafayette St.

REQUEST:

The request is 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.

DISCUSSION:

As you are already aware the city, because of the devastation of Hurricanes Helene and Milton put in place a program 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, thereby affording property owners a full three and one-half months to pull a permit for their required work.

Earlier this week I received a phone call from Mr. Richard Miller, who is the owner of property at 6129 Lafayette Street, and he suffered household damage because of Hurricane Helene. The purpose of Mr. Miller's call was to inquire about a potential waiver of building department permit fees since he had missed the opportunity which was provided earlier in the year. Incidentally, 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 and therefore that is the amount that Mr. Miller is requesting be waived.

The city's decision to end the program on January 15, 2025, was based on several variables which include the following:

- Property owners that receive assistance from FEMA and those covered by property insurance are eligible to obtain assistance for the cost of obtaining permits.
- The city is experiencing an increase in overtime costs in the building department because of the need for permits to remediate hurricane-related damage. The increase in labor costs make it difficult to continue a program which results in reduced revenue to the department.
- The city experienced a loss of revenue as a result of the fee waiver program at an amount estimated to be \$136,416.00.
- The city is penalized for waiving permit fees by way of a reduction in FEMA related reimbursable expenses in the same amount as the fees that have been waived.

The program was intended to provide immediate relief to property owners that were struggling with the challenges of identifying available funding sources and financing necessary home repairs.

In that respect, I am unable to support the request to waive Mr. Miller's permit fees. To begin with, Mr. Miller is receiving FEMA assistance to address his necessary household repairs and permit fees are an eligible expense under the guidelines of FEMA. Secondly, there must be an end date to the program as the program cannot be perpetuated because it is not financially feasible, and an end date has already been established. Lastly, it would be unjust to provide Mr. Miller with relief without due consideration to the 57 other property owners that have paid permit fees since the program ended on January 15, 2025.

RECOMMENDATION:

The recommendation is to deny the request to waive \$1,109.32 in building department permit fees submitted by Mr. Miller of 6129 Lafayette Street.

BUDGET/FISCAL IMPACT:

The waiver of a fee will result in reduced revenue to the city.

ATTACHMENTS:

Description	Type
☐ Email from Richard Miller 3-31-25	Backup Material

Manns, Debbie

From: richard Miller <richmiller101@outlook.com>
Sent: Monday, March 31, 2025 3:14 PM
To: Manns, Debbie
Cc: dalpen@aol.com
Subject: Council meeting appearance

Debby Manns
City Manager
City of New Port Richey, Florida

Dear Debby,

As per our phone conversation today 3/31/25 I am submitting this email asking to appear before the city council requesting relief from the onerous permit fee I am being charged to rebuild my home located at 6129 Lafayette St. damaged by hurricane Helene.

I have been advised that permit fees were waived up until January 14th, 2025. During November and December I had several inspections viewing the damage to my home. At no time was I advised there was a deadline for fee waiver! I have been at the total mercy of FEMA regarding my claims and still have pending open items. I did not receive funds until January.

As a 30+ year resident of New Port Richey I am requesting an appearance before council as soon as possible. Thank you.

Respectfully submitted,
Richard Millerpppppp



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: 4/15/2025

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

REQUEST:

The request before you is for City Council 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.

DISCUSSION:

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.

RECOMMENDATION:

The recommendation from Staff is for City Council to vote in favor of the wage increase and ratify the proposed agreement as part of the current Collective Bargaining Agreement with the IAFF, Local 1158.

BUDGET/FISCAL IMPACT:

The financial impact associated with this agenda item was anticipated and accounted for in the FY 2024-2025 Budget. There are no additional funds or amendments necessary to the FY 2024-2025 Budget to fund this item.

ATTACHMENTS:

Description	Type
☐ Memorandum of Agreement IAFF 3-2025	Backup Material

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into between the City of New Port Richey (the “City”) and the Clearwater Firefighters Inc., Local 1158 of the International Association of Firefighters (“Local 1158”). The parties agree as follows:

1. Effective upon ratification of this Agreement by both parties, the current New Port Richey Fire Dept. Career Ladder Step Plan Effective 10/01/2023 set forth in Appendix A of the collective bargaining agreement shall be replaced with the attached New Port Richey Fire Dept. Career Ladder Step Plan Effective 10/01/2024. Bargaining unit employees shall receive step increases (i.e., step advancement) and increases to the step amounts in accordance with Article 9 of the collective bargaining agreement.

2. This Agreement is subject to ratification by both parties.

FOR THE CITY:

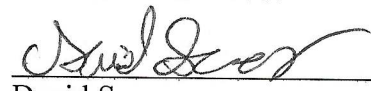


Debbie L. Manns
City Manager



(Date)

FOR LOCAL 1158:



David Sowers
President



(Date)

Firefighter Career Ladder Step Plan
effective 10/1/2024

FF/EMT		
Career Step	Hourly	Estimated Annual
Prob FF	\$17.0150	\$51,045.0000
FFI	\$18.2447	\$54,734.1000
FFII	\$19.4299	\$58,289.7000
FFIII	\$20.8700	\$62,610.0000

FF/Paramedic		
Career Step	Hourly	Estimated Annual
Prob FF	\$19.9063	\$59,718.9000
FFI	\$21.2135	\$63,640.5000
FFII	\$22.5316	\$67,594.8000
FFIII	\$24.4148	\$73,244.4000
FFIV	\$26.4974	\$79,492.2000
FFV	\$27.0069	\$81,020.7000
FFVI	\$27.4390	\$82,317.0000
FFVII	\$27.8710	\$83,613.0000
FFVIII	\$28.3031	\$84,909.3000

Career Step	Hourly	Estimated Annual
Prob Capt	\$27.0956	\$81,286.6950
Capt. I	\$27.5165	\$82,549.5300
Capt. II	\$28.3362	\$85,008.7350
Capt. III	\$29.6988	\$89,096.4900
Capt. IV	\$31.3715	\$94,114.4400

Part-time Firefighter/EMT	Part-time Firefighter/Paramedic
Hourly Rate	Hourly Rate
\$16.6215	\$18.2805



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: 4/15/2025

RE: Consideration of Appointments to Intergovernmental Committees

REQUEST:

The request is for City Council 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.

DISCUSSION:

In April of each year, City Council elects to appoint each member of Council to serve as the City's representative on the following intergovernmental committees:

- Pasco County Metropolitan Planning Organization
- Pasco County Tourist Development Council
- Suncoast League of Cities
- Tampa Bay Regional Planning Council
- Tampa Bay Water

Each member of City Council is appointed to one intergovernmental committee with the exception of the Pasco County Metropolitan Planning Organization which requires an additional member of Council to be appointed as an alternate.

RECOMMENDATION:

The recommendation is for City Council 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.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
No Attachments Available	



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: 4/15/2025

RE: Approval of Florida Humanities Summer Reading Grant Award Agreement

REQUEST:

This request to City Council is 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.

DISCUSSION:

To support the library's goals of enhancing the community's access to engaging books, reading materials, and other informational resources, Florida Humanities has approved a supplemental Summer Reading Grant for the New Port Richey Public Library in the amount of \$3,000.00.

Funds from the Summer Reading Grant will be used to purchase new children's books for the bookmobile. The selected books are recommended from the 2025 Collaborative Summer Library Program (CSLP) 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 added to the bookmobile collection and will be available for loan to all members of the New Port Richey Public Library with a library account in good standing.

In support of this grant application, letters of support were additionally provided by Congressman Gus Bilirakis and the Friends of the Library Organization.

RECOMMENDATION:

Staff recommends that the City Council approve this grant agreement and corresponding budget amendment.

BUDGET/FISCAL IMPACT:

None

ATTACHMENTS:

Description	Type
☐ Florida Humanities Summer Reading Grant Award Letter	Backup Material
☐ Florida Humanities Summer Reading Grant Contract Agreement	Backup Material
☐ Florida Humanities Summer Reading Grant: Letter of Support from Congressman Gus Bilirakis	Backup Material
☐ Florida Humanities: Summer Reading Grant Application_Letter of Support_Friends of the Library	Backup Material
☐ Budget Amendment	Backup Material

March 25, 2025

Andrea Figart, Library Director
New Port Richey Public Library
5939 Main Street
New Port Richey, FL 34652

Andrea;

On behalf of Florida Humanities, I am pleased to inform you that the City of New Port Richey- Public Library's request for funding for a 2025 Summer Reading Program Grant has been approved. Enclosed is a copy of your Contract Agreement, which outlines the general terms and conditions of your funding. Your contract period is March 15- September 15, 2025 and your Florida Humanities grant agreement number is **GR_0325_5519_2913**. Also enclosed are a Cash Request form and a copy of your approved budget.

Upon return to Florida Humanities of **ONE** signed original Contract Agreement and Cash Request form, **100%** of the approved funds will be sent.

Further information regarding required event listing forms, publicity and promotion, and Florida Humanities-branded bookplates will be sent in mid-April. Final report information will be sent in July 2025.

If at any time you have any questions about your funding, reporting requirements or general administration of your grant, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "April Myerscough". The signature is written in a cursive, flowing style.

April Myerscough, Grants Coordinator
Florida Humanities
727-873-2001
amyerscough@flahum.org

CONTRACT AGREEMENT



between Florida Humanities & City of New Port Richey—Public Library (Affiliate)

This non-negotiable Agreement including the award letter and all attachments set forth the terms and conditions upon which Florida Humanities has provided funding to the Affiliate for the purposes specified in their approved Summer Reading Program Grant application.

Agreement Number: GR_0325_5519_2913
Affiliate: City of New Port Richey—Public Library
Project Title: Summer Reading Program Grant 2025
Project Director: Andrea Figart, Library Director
Agreement Period: March 15- September 15, 2025
Agreement Amount: \$3,000
Minimum Cost Share: \$3,000
Approved Expenses: Books for circulation (\$3,000)

Affiliate agrees to administer the approved project in compliance with the **General Provisions and Certifications of Compliance** which follow.

GENERAL PROVISIONS

Payee / Unique Entity ID: All funds will be made payable to the Affiliate identified above. Any changes to payee must be approved by Florida Humanities upon submittal of a Grant Change Request form. Affiliate and assigned Project Director are responsible for the fiscal and programmatic management of all project activities. Due to federal reporting requirements, Affiliate must also maintain a verifiable Unique Entity ID created in SAM.gov in order to receive payment of any contracted funds. Organizations are not required to have a full SAM.gov registration to be eligible to receive funding.

Release of Contracted Funds / Reporting Schedule: Contracted funds may only be spent in accordance with the proposed project budget as approved by Florida Humanities. Any funds provided in advance and not expended according to the approved budget must be returned to Florida Humanities.

Upon return to Florida Humanities of **ONE** signed original Contract Agreement and Cash Request form, 100% of the approved funds will be sent to Affiliate.

Event Listing Forms: Affiliate is required to submit an online Florida Humanities Event Listing Form no later than 6 weeks prior to each public program funded by this contract. <https://floridahumanities.org/grantee-resources/forms-and-resources/event-listing-form/>

Changes: The application submitted by the Affiliate is part of this contract and Affiliate agrees to carry out the project within the specified contract period and as set forth in the approved application and budget. Any significant changes to the scope or objectives of the project, the duration of the project, or the project budget must be approved in writing by Florida Humanities. Florida Humanities must also be notified if a change in project director will occur. Unapproved changes may result in loss of some or all funds covered by this Agreement. Affiliate must submit a Grant Change Request Form to Florida Humanities for any expected changes.

Final Financial Report / Cost Share: Affiliate must provide a final financial report detailing expenditure of all Florida Humanities funds as well as a minimum 1:1 cost share. All receipts and other financial records, including documentation of all in-kind contributions, must be kept by Affiliate for potential audit for a period of at least three years after the Agreement closes. **Cost share.** Florida Humanities requires that all funds be matched (cost share) with at least an equal amount of cash and/or in-kind goods and services. Cost share includes any cash

expenditures for project implementation that are not covered by Florida Humanities funds as well as any in-kind goods and/or services received in support of the project. Any program income earned as a result of these contracted funds may also be used to meet the cost share requirement.

Indirect costs: Florida Humanities allows organizations to include indirect costs of up to 15% of the total requested funds as part of your grant request or to help meet the cost share requirement. Applicants with a federally negotiated indirect cost rate agreement (NICRA), may elect to request their approved NICRA rate from Florida Humanities funds or include as cost share. All applicants using a NICRA rate are required to provide a copy of their NICRA agreement showing that the proper rate is being used. If you elect to use the rate of 15%, no additional documentation is needed.

Limitations on the Use of Funds: Affiliate must comply with all allowable cost principles outlined in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.

Fees or Charges: No admission or other fees may be charged to any participant in any activities conducted under this contract unless specifically approved by Florida Humanities.

Collection and Use of Information: Where information is collected from the public in connection with this contract (as by interview, questionnaire, or evaluation), it may not, without prior approval from Florida Humanities and NEH, be represented as being collected for Florida Humanities or other federal or state agency.

Right to Reproduce: The federal government and Florida Humanities reserve a non-exclusive license to use and reproduce, without payment, any produced materials, including copyrighted material, arising out of contract activities.

Acknowledgement of Support and Disclaimer: Awarded funds are provided by Florida Humanities through a grant from the National Endowment for the Humanities (NEH). All materials publicizing or resulting from award activities must contain an acknowledgement of Florida Humanities and NEH support and carry the appropriate Florida Humanities and National Endowment for the Humanities logos to be obtained directly from Florida Humanities. Type in the logos must be legible and no smaller than 5 points. Acknowledgement of NEH support must also include the following statement:

"Funding for this program was provided through a grant from Florida Humanities with funds from the National Endowment for the Humanities. Any views, findings, conclusions or recommendations expressed in this program do not necessarily represent those of Florida Humanities or the National Endowment for the Humanities."

This statement does not need to be in the same size font as that of the Florida Humanities and NEH logos, nor must it be located immediately adjacent to the logos.

Termination: Florida Humanities reserves the right to terminate this Agreement if at any time, in sole discretion, it determines that the Affiliate has made any misrepresentations, has in any way misappropriated Florida Humanities funds, or has done anything inconsistent with the signed Agreement. If within one year, the project has not started or no funds have been requested, the Agreement may also be terminated.

FEDERAL FUNDING IDENTIFICATION AND CERTIFICATIONS OF COMPLIANCE

Because funds contracted by Florida Humanities are federal dollars provided by the National Endowment for the Humanities, Florida Humanities is required to provide the following federal funding information to all Affiliates:

Subrecipient Name and Unique Entity ID:	City of New Port Richey—Public Library KWCFPENCK24
Federal Agency Identification Number:	SO-289748-23
Award date:	12/14/22
Subaward period of performance:	March 15, 2025- September 15, 2025
Amt of federal funds obligated by this action:	\$3,000
Amt of federal funds awarded to subrecipient:	\$3,000
Total amount of Florida Humanities federal award:	\$3,000
Federal award project description (FFATA):	State Humanities Program
Name of Pass Thru Entity (PTE):	Florida Humanities Council (Florida Humanities)
Contact Information for Florida Humanities:	Nashid Madyun, Executive Director 599 2 nd Street South St. Petersburg, FL 33701 727/873-2007 nmadyun@flahum.org
CFDA #:	45.129
CFDA Title:	Promotion of the Humanities Federal-State Partnership
Indirect Cost Rate for the Federal Award:	15% or approved NICRA (see page 2 of contract)

By signing this Agreement, Affiliate also certifies compliance with the following government-wide requirements:

1. **Uniform Administrative Requirements:** The uniform administrative requirements of the Office of Management and Budget Circular A-110 (2 CFR Part 215) apply to all grant recipients.
2. **Non-Profit Status:** Affiliate certifies that the sponsoring organization is not an agency of the federal government, a for-profit business, or an individual. Upon request, Affiliate will also provide official documentation (i.e. Articles of Incorporation, IRS determination letters, By-Laws, Constitutions, etc.) which demonstrate that the organization is either an unincorporated association, a non-profit or not-for-profit corporation.
3. **Nondiscrimination Statutes:** Affiliate certifies that it will comply with the following non-discrimination statutes and their implementing regulations:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.)
 - b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
 - c. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) * **see additional info below**
 - e. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213)
4. **Lobbying Activities:** Affiliate certifies that it will comply with the Byrd Anti-Lobbying Amendment as described in (31 U.S.C. 1352) and (18 U.S.C. 1913).
5. **Drug-Free Workplace Requirements:** Affiliates are required to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.
6. **Debarment and Suspension:** Affiliates are prohibited from doing business with any organization or person if they have been debarred or suspended by any federal department or agency (2CFR Parts 180 and 3369).
7. **Labor Standards:** Affiliates are subject to the labor standards set forth in 29 CFR Part 505 and the Davis-Beacon Act as amended (40 U.S.C. 276a through 276a-5).

* **Accessibility:** As part of this Agreement, Affiliate agrees to comply with Section 504 of the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. Resources available to ensure compliance with these regulations can be found at: <http://dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility/>
Affiliates are encouraged to use the provided symbols to promote and publicize accessibility of your facilities, programs and other activities for people with various disabilities.

REQUIRED SIGNATURES

By signing this Agreement, the signatories below acknowledge that they have been authorized by Affiliate to sign on its behalf and that they have read, understood and agree to the terms and conditions of the Agreement and will conform to all applicable government-wide requirements noted within.

Project Director signature (*REQUIRED*)

Printed Name

Title

Date

Additional Authorization signature
(*only if required by Affiliate/Sponsoring Organization*)

Printed Name

Title

Date



Patricia Putman, Florida Humanities Associate Director

March 15, 2025

Date





Florida Humanities Cash Request Form

For Office Use Only:

Contract Number:	GR_0325_5519_2913
Unique Entity ID (SAM) Number:	KWCYFPENCK24
Project Title:	Summer Reading Program Grant 2025
Check Payable to:	
Mail Check to:	

Approved By:
Date:
Copy:

Total Contract Award: \$3,000.00

Cash Request Type:

Please consult your contract for information on payment installments.

Initial Amount: \$3,000.00

Final Amount: \$0.00

Project Director Name:

Electronic Signature:

By checking this box and typing your name below, you certify that the information contained in this Cash Request Form is true to the best of your knowledge and that any funds disbursed as a result of this request will only be used for the purposes set forth within the contract as specified above.

Project Director Name

Date

GUS M. BILIRAKIS
12TH DISTRICT, FLORIDA

COMMITTEE ON ENERGY AND COMMERCE
SUBCOMMITTEE ON
INNOVATION, DATA, AND COMMERCE, CHAIRMAN
SUBCOMMITTEE ON HEALTH
SUBCOMMITTEE ON
COMMUNICATIONS AND TECHNOLOGY

Congress of the United States
House of Representatives
Washington, DC 20515-0912

WASHINGTON OFFICE:
 2306 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-0912
(202) 225-5755
DISTRICT OFFICES:
 8731 CITIZENS DR.
SUITE 135
NEW PORT RICHEY, FL 34654
(727) 232-2921
 15 N. MAIN ST.
SUITE B
BROOKSVILLE, FL 34601
(352) 691-1231
 212 W. MAIN ST.
SUITE 208A
INVERNESS, FL 34460
(352) 654-1004

February 13, 2025

April Myerscough, Grants Coordinator
Florida Humanities
599 Second Street South
St. Petersburg, FL 33701

Re: New Port Richey Library WOW Mobile Library

Dear Ms. Myerscough:

I write in strong support of New Port Richey Library's application to the Florida Humanities' 2025 Summer Reading Program Grants, to support its summer reading kits via the WOW (Words on Wheels) Mobile Library.

The NPR Library bookmobile provides a comprehensive library service throughout the community, including those that may have difficulty getting to the library. The Library plans to use award money for summer reading kits for children ages 1-12 that feature popular children favorites, including literacy, beginning readers, and chapter books – selected from the CSLP reading list and exclude any titles that have been questioned for appropriateness. The WOW Mobile Library plans to engage children during the summer months by making scheduled stops at VPKs, summer camps, social service offices, high-density housing areas, parks and community centers, and large community events. The Library wants to offer fresh new books and material to foster excitement with kids during their summer break, including books that will preserve, promote and share the history, literature, cultures and personal stories of Floridians.

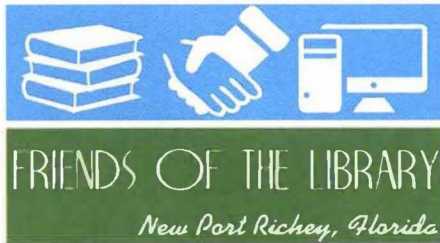
As a member of Congress, I understand the vital role of our librarians and the importance of supporting them as they equip our children with learning and growing all year round, but especially during summer. I respectfully urge the reviewers to consider the merits of the NPR Library's application and allocate the necessary resources to address this critical need.

For the above reasons, I ask for full and fair consideration of this grant application consistent with applicable law, rules, and regulations at your agency. Please do not hesitate to contact my Director of Strategic Operations, Karen Mayer, at Karen.Mayer@mail.house.gov or at (727) 232-2921.

Sincerely yours,



Gus M. Bilirakis
Member of Congress



501(c)3

Friends of the New Port Richey Library
P.O. Box 1731,
New Port Richey, FL 34656

Email: LibraryFriendsNPR@gmail.com

2/1/25

Re: Florida Humanities Summer Reading Grant for CSLP Books

Attn: Andi Figart, Library Director

Dear Ms. Figart,

The Friends of the New Port Richey Library would like to offer you our support with your grant application for the Summer Reading Grant for CSLP children's books for use in the WOW Mobile. Not only do we fully support this project, but we look forward to helping you by providing additional books, book carts, FOL volunteer assistance to help with inventorying and organizing, as well as the cost of the vehicle itself- \$50,000. We love being a part of the wonderful literacy events you library staff brings to the public, and we value what the NPRPL does to encourage reading and learning in our community.

As you know, our Friends group is dedicated to helping the New Port Richey Public Library with projects which enhance our community's education, literacy, and well-being. We would be delighted to help convey information about the grant and help with community awareness by including the information in our monthly newsletters, and in all community activities we attend. We also would like to assist with celebrating the WOW-Mobile's unveiling and appearances and helping you in any way we can.

Your Friends of the New Port Richey Library would like to extend our compliments to you and the library for pursuing such a worthwhile grant.

Sincerely,

Bonnie Martin, Treasurer

"We have 3 types of FRIENDS in life: FRIENDS for a reason, FRIENDS for a season and FRIENDS for life" ... unknown



BUDGET AMENDMENT REQUEST

Date 4/15/2025

NO. _____

INCREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001 334600	General	Florida Humanities Council Grant	-	3,000	3,000
001051 45293	General	Misc Program Costs - Grants	10,250	3,000	13,250

DECREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget

Explanation: To receive a grant from the Florida Humanities Council, in the amount of \$3,000, which will be used to cover costs related to the purchase of youth books.

Requested By: Andrea Figart
Department Head

Approved By:
Finance Director Crystal Dunn
City Manager _____

Council Action Required Yes No (If Yes, Date Approved _____)

Date Posted _____ Current Month _____ Posted By: _____



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: 4/15/2025
RE: Request to Rezone Edgewater Gardens Subdivision - MHP to R-4

REQUEST:

The Planning & Development Department requests that the City Council 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).

DISCUSSION:

The current zoning of this subdivision creates significant redevelopment issues for the residents due to the configuration of the lots, FBC and FEMA regulations.

A rezoning will promote the public health, safety and welfare as appropriate homes can be built on these small lots.

RECOMMENDATION:

The Planning & Development Department recommends for the City Council to allow for the creation and future consideration of an Ordinance to rezone the existing subdivision from Mobile Home Park (MHP) to Coastal Cottages (R-4).

BUDGET/FISCAL IMPACT:

There is no budget impact to the City. However, providing a path to future redevelopment of this subdivision would allow for property values to increase in the area.

ATTACHMENTS:

Description	Type
☐ Staff Report to City Manager	Backup Material
☐ Property Location - Pasco County Tax Assessor Map	Backup Material
☐ Plat - Edgewater Gardens	Backup Material



CITY OF NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853-1016

MEMORANDUM

TO: Debbie Manns, ICMA-CM, City Manager
FROM: Dale Hall, AICP, Planning & Development Director
DATE: April 4, 2025
RE: Request to Rezone Edgewater Gardens Subdivision
Mobile Home Park (MHP) to Coastal Cottages (R-4)

The Edgewater Gardens subdivision is a Mobile Home Park comprised of 99 individual lots. It is located west of US Highway 19 off of Manor Beach Road and surrounded on three sides by Oyster Creek. Two of those lots internal to the subdivision are under the jurisdiction of Pasco County.

The current zoning is Mobile Home Park (MHP) and the Planning Department proposes to rezone the property to Coastal Cottages (R-4).

Zoning Issues

As the lots are individually owned, the neighborhood does not conform to the current definition of MHP zoning. Furthermore, the future land use of the neighborhood is Medium Density Residential 14 (MDR-14).

Additionally, the existing lots do not meet the City's minimum lot size standards for residential lots, therefore a multitude of variances would need to be considered to proceed with redevelopment of this subdivision under the current zoning.

The existing homes are considered legally non-conforming, commonly known as grandfathered and can remain in their present state provided that they are not altered beyond a certain degree or redeveloped.

The R-4 Coastal Cottage zoning, however, reduces setbacks, allows for smaller homes to be constructed and raised out of the flood zone. This change will encourage future redevelopment, increase property values and make the neighborhood more flood resistant.

Flood Issues

The entirety of this property is in the AE zone which has a base flood elevation of 10 feet. According to the Pasco County Property Appraiser, the base elevation of the entire subdivision is five foot or less. This means that all the properties in this subdivision are below base flood elevation.

The City's Land Development Code Chapter 22, Flood Damage Prevention, requires that all manufactured homes that are placed, replaced, or substantially improved in flood hazard areas to be elevated such that the bottom of the frame is at or above the base flood elevation. New

Request to Rezone Edgewater Gardens Subdivision
Mobile Home Park (MHP) to Coastal Cottages (R-4)
April 4, 2025

residential redevelopment shall be flood resistant and have mechanical, plumbing and electrical systems constructed above the design flood elevation plus one (1) foot or at an 11 ft elevation for this subdivision.

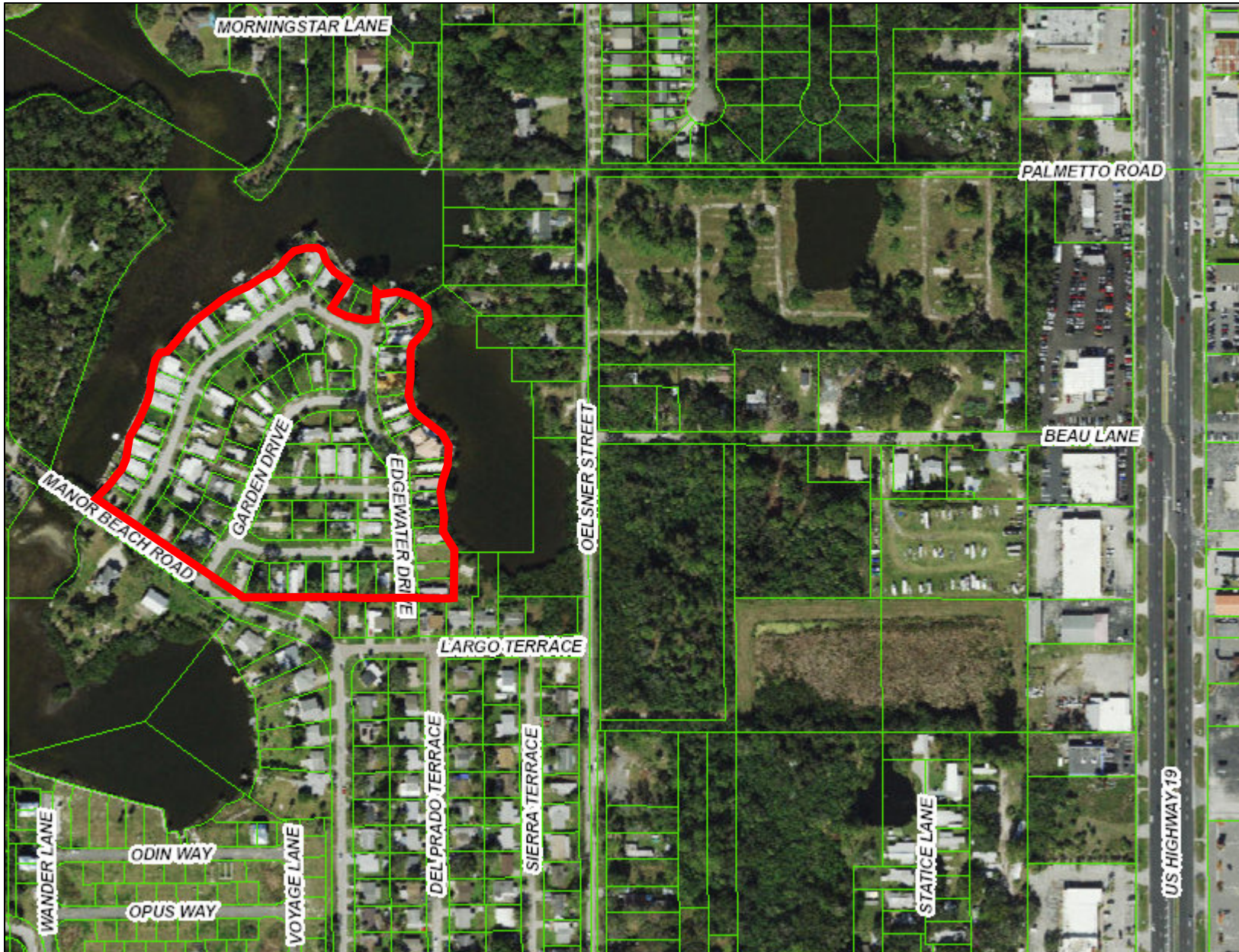
There were 13 building permits and 6 demolition permits issued in this subdivision that were storm related last year. As is throughout the City, there are more homes that were damaged by Hurricanes Helene and Milton but homeowners have not pursued permits at this time.

Recommendation

The Planning & Development Department recommends for the City Council to allow for the creation and future consideration of an Ordinance to rezone the existing subdivision from Mobile Home Park (MHP) to Coastal Cottages (R-4).

No changes would be required of the existing mobile homes in the neighborhood as they would be designated as legally non-conforming. All new construction under the R-4 Zoning would be single-family homes that will meet the current building codes and FEMA requirements.

This recommendation promotes the public health, safety and welfare as appropriate homes can be built on these small lots.



Legend

- Street (Labels)
- Parcel (Lines)
- Parcels (Clickable Info)



Mike Wells
Property Appraiser
Proudly Serving Pasco County, Florida

Pasco County Property Appraiser

0 0.0375 0.075 0.15 mi



4/4/2025, 12:24:02 PM

EDGEWATER GARDENS UNIT-1

BEING A SUBDIVISION OF A PORTION OF SECTION 6, TOWNSHIP 26S, RANGE 16E - PASCO COUNTY, FLORIDA.

AND BEING FURTHER DESCRIBED AS: From the East 1/4 Corner of Sec 6, Twp 26, Rng 16, Pasco County, Fla run N0°07'17"W along the East line of said section, 261.66 ft.; thence N89°52'24"W 204.37 ft. to the Point of Beginning. Run thence N0°07'51"E 102.13 ft. to the shores of Oyster Creek, for a Point A. Return thence to the Point of Beginning and run N89°52'24"W 204.37 ft. N.O.L. to the shores of Oyster Creek, thence meander said shores in a Northeasterly, Southwesterly and Southerly direction to the aforesaid Point A.

SURVEYOR'S CERTIFICATE: I hereby certify that on this 2nd day of March A.D. 1959 this property was surveyed and monuments (P.M.) were set as indicated and that angles, lengths and dimensions are correct.

DEDICATION: The undersigned hereby certify that they are the owners of the above described tract of Land, hereby platted as "EDGEWATER GARDENS UNIT 1", and that they dedicate to the public all streets and public places shown on this plat of subdivision of said lands.

George J. Smith Owner *Alice O. Smith* Owner
George J. Smith Owner *Alice O. Smith* Owner
Signed, sealed and delivered in the presence of
Walter A. Brown Witness *Bernard K. Smith* Witness

C. Fred Deuel and Associates Inc.
C. Fred Deuel President
Fla Engineers Reg'n No 3696
Fla Surveyors Reg'n No 887

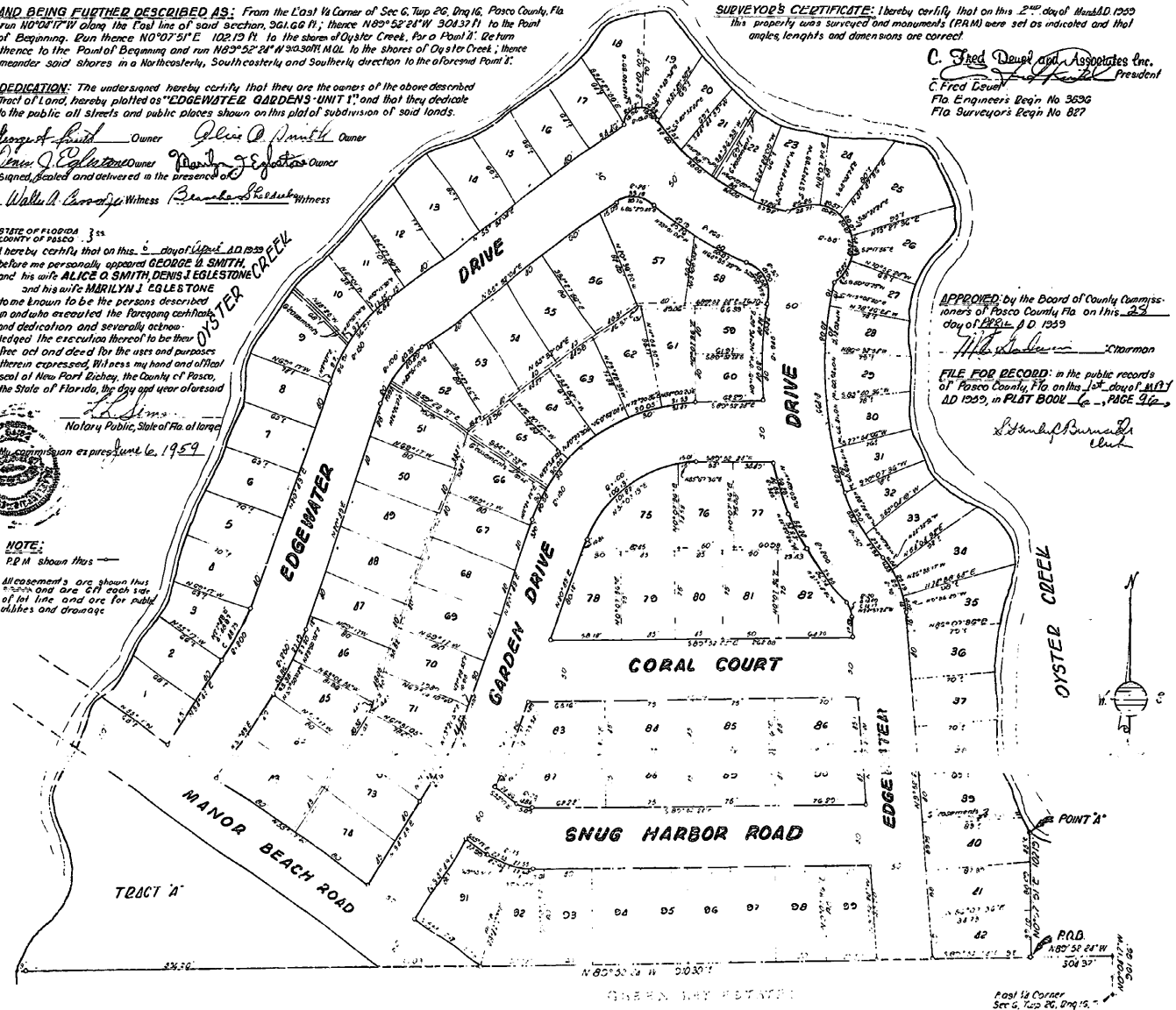
STATE OF FLORIDA
COUNTY OF PASCO
I hereby certify that on this 2nd day of March A.D. 1959 before me personally appeared **GEORGE J. SMITH**, and his wife **ALICE O. SMITH DENIS EGGLESTONE**, and his wife **MARILYN J. EGLESTONE** to me known to be the persons described in and who executed the foregoing certificate and dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed, Witness my hand and official seal of New Port Richey, the County of Pasco, the State of Florida, the day and year aforesaid.

Walter A. Brown
Notary Public, State of Fla at large
My commission expires June 1, 1959

APPROVED: by the Board of County Commissioners of Pasco County Fla on this 23rd day of March A.D. 1959
Walter A. Brown Chairman

FILE FOR RECORD: in the public records of Pasco County, Fla, on the 1st day of April A.D. 1959, in PLAT BOOK 6, PAGE 96.

Walter A. Brown
Chairman



NOTE:
P.M. shown thus
All easements are shown thus and are on each side of lot line and are for public utilities and drainage





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: 4/15/2025
RE: Memorandum of Understanding w/Tampa Bay Multi-Agency Gang Task Force

REQUEST:

The request for the city council is to authorize the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Tampa Bay Multi-Agency Gang Task Force (MAGTF.)

DISCUSSION:

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.

City Attorney Tim Driscoll has reviewed this MOU and approved it as to form.

RECOMMENDATION:

Authorize the Chief of Police to enter into the Memorandum of Understanding (MOU) w/Tampa Bay Multi-Agency Gang Task Force (MAGTF) as submitted.

BUDGET/FISCAL IMPACT:

No Budget Impact

ATTACHMENTS:

Description	Type
☐ MAGTF Memorandum of Understanding	Backup Material

MEMORANDUM OF UNDERSTANDING
TAMPA BAY MULTI-AGENCY GANG TASK FORCE (MAGTF)
2025

PURPOSE AND INTENT

The purpose and intent of this MEMORANDUM of UNDERSTANDING (“MOU”) is to provide for an orderly and equitable plan for the distribution of assets forfeited as a result of any MAGTF activation, and to provide for the disbursement of any such assets or funds.

PARTIES

This understanding is made between the following:

Bartow Police Department
Belleair Police Department
Bradenton Police Department
Bradenton Beach Police Department
Clearwater Police Department
Citrus County Sheriff’s Office
Dade City Police Department
Davenport Police Department
Gulfport Police Department
Haines City Police Department
Hernando County Sheriff’s Office
Hillsborough County Sheriff’s Office
Kenneth City Police Department
Kissimmee Police Department
Lakeland Police Department
Lake Alfred Police Department
Lake Wales Police Department
Largo Police Department
Manatee County Sheriff’s Office
New Port Richey Police Department

Office of the State Attorney 6th Judicial Circuit
Office of the State Attorney 10th Judicial Circuit
Office of the State Attorney 13th Judicial Circuit
Osceola County Sheriff's Office
Palmetto Police Department
Pasco County Sheriff's Office
Pinellas County Sheriff's Office
Pinellas Park Police Department
Plant City Police Department
Polk County Sheriff's Office
St. Petersburg Police Department
Sarasota Police Department
Sarasota County Sheriff's Office
Sumter County Sheriff's Office
Tampa Police Department
Tarpon Springs Police Department
Temple Terrace Police Department
Treasure Island Police Department
University of South Florida Police Department
Winter Haven Police Department
Zephyrhills Police Department

Upon approval of a majority of the steering committee, which is composed of a representative from each agency, other agencies are welcome to participate in MAGTF activities. If other non-party agencies significantly participate in specific MAGTF activities that result in forfeitures, they shall be treated the same as a Party for purposes equitable sharing in those particular forfeitures.

Now, therefore, the parties agree as follows:

(None at time of signing)

SEIZED PROPERTY

In the event that any property or cash is seized and forfeited as a result of investigative activities governed by this memorandum, the parties agree to ensure the equitable distribution of forfeited property, cash or proceeds from the sale of forfeited property. The forfeiture and distribution of such property shall be pursuant to Section 932.701 – 932.704, Florida Statutes or other state or federal forfeiture provisions that may be applicable. Forfeited property or proceeds shall be distributed to the appropriate law enforcement agency or agencies that participated directly and substantially in any of the acts which led to the seizure or forfeiture of such property or cash. It is agreed that the percentage of any proceeds from forfeited property or the value of property retained by an agency shall be commensurate with the participation of that agency in the activity which resulted in the seizure, unless otherwise agreed to by the participating agencies. The agencies in whose jurisdiction the seizure occurred will be responsible for the prosecution of the forfeiture unless other mutually agreeable arrangements are made. Any agency which provides for court costs or costs for maintaining seized property shall be reimbursed out of any proceeds from the sale of seized property prior to the distribution of proceeds. The steering committee or subcommittee thereof shall be responsible for determining the degree of participation and the percentage of the forfeiture to be received by the agencies participating in the seizure.

COPIES AND EFFECTIVE DATE

This MOU shall take effect upon execution and approval by the authorized official for each agency participant, as the party signs and shall continue in full force for five years

until May 30, 2030, unless terminated prior thereto by the participating agency(ies). Any agency may withdraw in writing from the MOU at any time.

Copies of this MOU shall have the force and effect of the original MOU. Separate signature pages for the parties may be added to the MOU for purposes of documentary execution and approval by parties.

CANCELLATION

This MOU may be canceled by any party upon delivery of written notice to the other party or parties. Cancellation will be at the discretion of any subscribing party.

MODIFICATIONS

Any changes to this MOU must be agreed upon by all agencies involved in this operation.

**Party's Acceptance of the Tampa Bay Mutual Aid Gang Task Force (MAGTF) 2025
Combined Voluntary Cooperation / Operational Assistance Memorandum Of
Understanding (MOU)**

Pursuant to F.S. 23.1225(3), This agreement may be entered into by a chief executive officer of the agency, who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file with the FDLE Mutual Aid Office along with this signature page. Each Party's executed signature page will be added to, and become a part of, the MAGTF Memorandum of Understanding (MOU) to signify acceptance of the MOU.



Sheriff, Chief, or Executive Officer

Print, or Type Name and Agency

Date: _____