CITY COUNCIL REGULAR MEETING

CITY OF NEW PORT RICHEY

COUNCIL CHAMBERS, FIRST FLOOR, CITY HALL, 5919 MAIN ST., NEW PORT RICHEY, FL 34652

May 19, 2026

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. Proclamations
   a. Gulf High School Class of 2026
5. Approval of Minutes
   a. May 4, 2026 Special Meeting and May 5, 2026 Regular Meeting Minutes
6. Vox Pop for Items Not Listed on the Agenda or Listed on Consent Agenda
   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.

7. City Council Response to Vox Pop Speakers

8. Consent Agenda
    a. Purchases/Payments for City Council Approval
    b. Consideration of Amendments to the FY26 Adopted Budget

9. Public Reading of Ordinances
    a. Second Reading, Ordinance No. 2026-2355: Amendments to Alcohol Ordinance RE: Update Allowable Permits by Non-Profits
    b. First Reading, Ordinance No. 2026-2363: Amending Chapter 23, Code of Ordinances RE: Permanent Closure and Establishing Rules for Railroad Square
    c. First Reading, Ordinance No. 2026-2364: Amendments to Chapter 23, Code of Ordinances RE: Micromobility Devices

10. Business Items
    a. Board Appointment: George Thiebes, Parks & Recreation Advisory Board
    b. Request to Waive Fees for 2025 Cotee River Bikefest
    c. Appointment of Council Member to Participate with the City Manager in Negotiations with Pasco County Re: Interlocal Service Boundary Agreement
    d. Consider Addendum Three: Extension of 2023 Interlocal Agreement for Legal Services w/Pasco Sheriff
    e. Request Approval of Police Federal Equitable Sharing Expenditures
    f. Peace Hall Renovations Project Task Order No. 26-019 – Engineering Services
    g. 2026 WWTF Schreiber to Deniter Process Modification Task Order – Engineering Services
    h. 2023/2024 Street Improvements Project Close Out
    i. ITB26-018 Exterior Upgrades to City Hall and Library Project Bid Award

11. Communications

12. Adjournment

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

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 2026 marks the 102nd graduating class from Gulf High School.*

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 368 members of the class of 2026 at Gulf High School for all of their hard work and dedication which has brought them to this historic moment.*

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

Gulf High School

Class of 2026

and wish them well on their future endeavors.

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: Judy Meyers, City Clerk

DATE: May 19, 2026

RE: May 4, 2026 Special Meeting and May 5, 2026 Regular Meeting Minutes

REQUEST:
The request is for City Council to approve the minutes from the May 4, 2026 special meeting and May 5, 2026 regular meeting.

DISCUSSION:
City Council conducted a special meeting on May 4, 2026 to conduct first readings for ordinances related to the Villa del Sol Project. On May 5, 2026 City Council met for their regularly scheduled meeting. The minutes from both meetings are attached for Council's review and approval.

RECOMMENDATION:
Staff recommends that City Council approve the minutes from the May 4, 2026 special meeting and May 5, 2026 regular meeting as submitted.

BUDGET/FISCAL IMPACT:
No funding is required for this item.

ATTACHMENTS:
- 05.04.26 Special Meeting Minutes.pdf
- 05.05.26 Regular Meeting Minutes.pdf

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF NEW PORT RICHEY
COUNCIL CHAMBERS, FIRST FLOOR, CITY HALL, 5919 MAIN ST., NEW PORT RICHEY, FL 34652
May 4, 2026
6:00 PM

ORDER OF BUSINESS

TO THE MEMBERS OF THE CITY COUNCIL OF NEW PORT RICHEY, FLORIDA, CITY MANAGER, CITY CLERK, CITY DEPARTMENT HEADS, CITY ATTORNEY, AND CITY ENGINEER OF SAID CITY:

Notice is hereby given that I, Alfred C. Davis, Mayor-Councilmember of New Port Richey, Florida, do hereby call a SPECIAL MEETING of the City Council of New Port Richey, Florida at the above-mentioned date and time. The meeting shall take place in the Council Chambers, First Floor, City Hall, 5919 Main Street, New Port Richey, FL 34652.

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 Mayor Chopper Davis, Deputy Mayor Brian Jonas, Councilman Matt Murphy and Councilman Peter Altman. Absent: Councilman Bertell Butler IV.

   Also in Attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Public Works Director Colin Eichenmuller, Police Chief Bob Kochen, Community and Development Director Dale Hall, Economic Development Director Dave Gammon, and Assistant City Manager Rob Williamson.

2. Pledge of Allegiance

3. Public Reading of Ordinances

a. First Reading, Ordinance No. 2026-2356: Vacation of Right-of-way for a Section of High Street City Manager Manns introduced the item to Council. She stated the Villa del Sol project has been in the works for the last four years. She stated the HCA hospital vacated the property off of Grand Blvd. back in 2012. The site is 24 acres and will have homes and apartments. City Manager Manns gave a brief overview as to why the first readings are being held tonight and the second readings will occur tomorrow. City Attorney Driscoll then read the proposed ordinance by title only. She then introduced Development Director Dale Hall who then made a presentation to Council. Mr. Hall began his presentation by highlighting the four requests of the applicant. He then highlighted the different rights-of-way and surplus property. He then highlighted each of the conveyances.

Mr. Hall then highlighted the title conditions, development conditions and the reversion clause. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Matt Murphy, and seconded by Brian Jonas to approve the ordinance upon its first reading. The Motion Passed. 4 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman Absent: Bertell Butler IV

b. First Reading, Ordinance No. 2026-2357: Vacation of Right-of-way for a Section of Grand Boulevard
City Attorney Driscoll read the proposed ordinance by title only. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Brian Jonas, and seconded by Peter Altman to approve the ordinance upon its first reading. The Motion Passed. 4 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman Absent: Bertell Butler IV

c. First Reading, Ordinance No. 2026-2358: Vacation of Right-of-way for a Section of Water Street
City Attorney Driscoll read the proposed ordinance by title only. Upon opening the floor for public comment, the following people came forward to speak:

- Lisa Tinker, 7017 Park Dr., NPR, came forward to ask about the location of Water St. Mr. Hall stated it is the portion south of Grand Blvd. She also asked about penalties.

With no one else coming forward, Mayor Davis returned the floor to Council. Councilman Altman addressed the comments made by Ms. Tinker regarding Stonehaven at Main St. He also addressed erroneous comments on social media about grant funding.

Motion made by Peter Altman, and seconded by Brian Jonas to approve the ordinance upon its first reading. The Motion Passed. 4 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman Absent: Bertell Butler IV

d. First Reading, Ordinance No. 2026-2359: Deed of Surplus City Property Adjacent to Grand Boulevard and High Street
City Attorney Driscoll read the proposed ordinance by title only. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Brian Jonas, and seconded by Matt Murphy to approve the ordinance upon its first reading. The Motion Passed. 4 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman Absent: Bertell Butler IV

4. Communications

Councilman Altman spoke regarding the history of the Stonehaven project. He stated he is excited for this project to bring more opportunities to that area including revenue. He stated there is local risk but there are risks with everything. He stated he is happy with the terms that were included in the ordinances. Deputy Mayor Jonas stated this project is crucial to the south gateway of the city. He stated this project will help grow the population of our city. He is happy with the terms that were included in the ordinances. He spoke about the Monarch Festival that was at the Library over the past weekend. Councilman Murphy stated this project will pay back the city in the long run. He stated assembling the parcels and putting it out for a developer to bring the vision to list is the only

way things can get done. He stated the city will benefit overall. He stated great things are happening and we want to see everyone prosper. Mayor Davis spoke briefly about the university project and parking garage and the Schwettman acquisition. He stated there is going to be a great growth down Grand Blvd. Councilman Murphy also spoke about the parking garage and the necessity of that project. Councilman Altman thanked staff for the event that was held over the weekend at Cavalaire Square. He also spoke about the Richey Chorus concert on Sunday.

5. Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 6:29 p.m.

(signed) _____
Judy Meyers, MMC
City Clerk

ORDINANCE NO. 2026-2356

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

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

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

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

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

WHEREAS, this vacation is conditioned upon the Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"), and conveying to the City the property currently subject to an ingress/egress easement in the City's favor providing access to City's Fire Station #2 lying adjacent to the Properties; and

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

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

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

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

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

A. Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"); and

B. Applicant conveying to the City all right, title and interest in fee simple to the property currently subject to an ingress/egress easement in the City's favor providing access to City's Fire Station #2 and lying adjacent to the Properties, on the same day as Applicant's acquisition of title of the Properties, as legally described and shown in Exhibit "B" attached hereto.

Section 4. **Development Conditions.** This vacation is hereby further conditioned upon the satisfaction of the conditions set forth in this section.

A. Within thirty-six months (36) of the Effective Date of this Ordinance, Applicant shall commence vertical construction of the portion of the development provided for in Ordinance Number 2024-2311, substantially as shown on the portion of the site plan for the development attached hereto as Exhibit "C", generally consisting of the development of apartment buildings. For purposes hereof, the term "commence vertical construction" shall be defined as the installation and placement of all utilities and building foundations for all apartment buildings in the development contained within Exhibit "C". Within thirty (30) days of the satisfaction of this condition, the city manager shall cause a certificate of satisfaction of this condition to be recorded in the public records of Pasco County, Florida.

B. Applicant shall not abandon the development of the apartment buildings in the development contained within Exhibit "C" attached hereto. For purposes hereof, the term "abandon" shall be defined as Applicant's failure to request a city building inspection from the city building official under an active building permit for the portion of the development shown in Exhibit "C" in any one-year period after the certificate provided in paragraph A hereof is recorded. The issuance of a certificate of occupancy for all of the Exhibit "C" development apartment buildings shall be deemed satisfaction of this condition.

Section 5. **Reversion.** All right, title and interest in the Right-of-Way shall revert to the City of New Port Richey upon the failure of Applicant or any successor in interest to comply with the development conditions set forth in Section 4 hereof. The City Council shall have the authority to extend the deadlines provided herein by resolution within its sole and absolute discretion on good grounds. Upon the failure of Applicant or its successor to timely satisfy the development conditions set forth in Section 4 hereof, Applicant, or any successor in interest to Applicant, shall upon thirty days' notice thereof convey all right, title and interest to the Right-of-Way in fee simple to the City of New Port Richey, Florida. The provisions hereof shall be enforceable through injunctive relief, specific performance or other legal remedy. There shall be no waiver of this provision by any act of the City. The City Manager of City shall cause the recording of a notice of the reversion provided herefor in the public records of Pasco County, Florida if appropriate under the terms hereof.

Section 6. **Reparcel.** The applicants shall replat or reparcel, as appropriate, the properties lying adjacent to the vacated Right-of-Way, to combine each said lot or parcel, together the portion of the right-of-way adjacent thereto, as a single parcel, and any subdividing, reparcelling or replatting of said parcel shall hereafter be prohibited without approval of the City of New Port Richey.

Section 7. **Laws Applicable.** Nothing contained herein shall be construed to alter the application of all City laws, regulations and ordinances to the subject property.

Section 8. **Effective Date.** This Ordinance shall become effective immediately upon final passage as required by law and the completion of the title conditions set forth in Section 3 hereof. This ordinance shall not be recorded until the city manager has certified completion of the aforesaid condition.

Section 9. **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 10. **Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this ____ day of May, 2026, 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 May, 2026.

ATTEST:

By: _____ By: _____
Judy Meyers, MMC, City Clerk 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 CAA 5-4-26

CERTIFICATION

I HEREBY CERTIFY that the conditions in Section 3 of this Ordinance has been met and satisfied as set forth herein and this Ordinance is in full force and effect this ____ day of _____, 2026.

_____
Debbie L. Manns, City Manager

LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "A"
ORDINANCE 2026-2356
Revised 04.29.26

PROPOSED LEGAL DESCRIPTION:
(WRITTEN BY TERMINUS SURVEYING, LLC.)

A PORTION OF HIGH STREET LYING IN SECTION 8, TOWNSHIP 26 NORTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 3 OF RUSH BROS PALM HAVEN ADDITION, AS DEPICTED ON PAGE 11 OF PLAT BOOK 2, PUBLIC RECORDS OF PASCO COUNTY; THENCE SOUTH 89 DEGREES 37 MINUTES 15 SECONDS EAST, ALONG THE NORTH RIGHT OF WAY LINE OF HIGH STREET, A DISTANCE OF 400.00 FEET TO THE SOUTHEAST CORNER OF LOT 14 SAID BLOCK 3; THENCE SOUTH 00 DEGREES 22 MINUTES 45 SECONDS WEST, A DISTANCE OF 35.00 FEET TO THE NORTH LINE OF BLOCK 1, C.E. CRAFTS SUBDIVISION NO. 5, AS DEPICTED ON PAGE 62 OF PLAT BOOK 2, SAID PUBLIC RECORDS, AND THE SOUTH RIGHT OF WAY LINE OF HIGH STREET; THENCE NORTH 89 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 480.13 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GRAND BOULEVARD (COUNTY ROAD 595) AS DEPICTED ON RIGHT OF WAY MAPS FOR FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 14007–1501; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 36 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 43.56 FEET TO THE SOUTHWEST CORNER OF THAT PART OF LOT 23, C.E. CRAFTS SUBDIVISION, UNIT 2, AS DEPICTED ON PAGE 36 OF PLAT BOOK 2, SAID PUBLIC RECORDS, LYING EASTERLY OF GRAND BOULEVARD AND THE NORTH RIGHT OF WAY LINE OF HIGH STREET; THENCE SOUTH 89 DEGREES 37 MINUTES 15 SECONDS EAST, ON AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 54.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,351 SQUARE FEET, MORE OR LESS

GENERAL NOTES:
1. **THIS IS NOT A SURVEY.**
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
6. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
7. ALL MEASUREMENTS ARE IN US SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOB INFORMATION:
DRAFTER: CMH
DRAWING DATE: 04/10/2026
CHECKED BY: JSM
JOB# 26000150
REVISIONS
04/13/26 CMH – ADDITION TO EAST
04/29/26 CMH – AREA
-
-
-
-
-

TERMINUS SURVEYING

THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

CAMERON M. HARMON License Number 7483 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Cameron M Harmon
Date: 2026.04.29 06:23:20 -05'00'

CAMERON M. HARMON DATE
PROFESSIONAL SURVEYOR & MAPPER #7483
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:

PRIDGEN DEVELOPMENT, LLC

TERMINUS SURVEYING LLC.
2752 JASON STREET
TAMPA, FLORIDA 33619
(813) 681–4481
www.TerminusSurveying.com
FrontDesk@TeamTerminus.com

COPYRIGHT 2026 BY TERMINUS SURVEYING, LLC CERTIFICATE OF AUTHORIZATION: LB #8207

LEGAL DESCRIPTION SKETCH

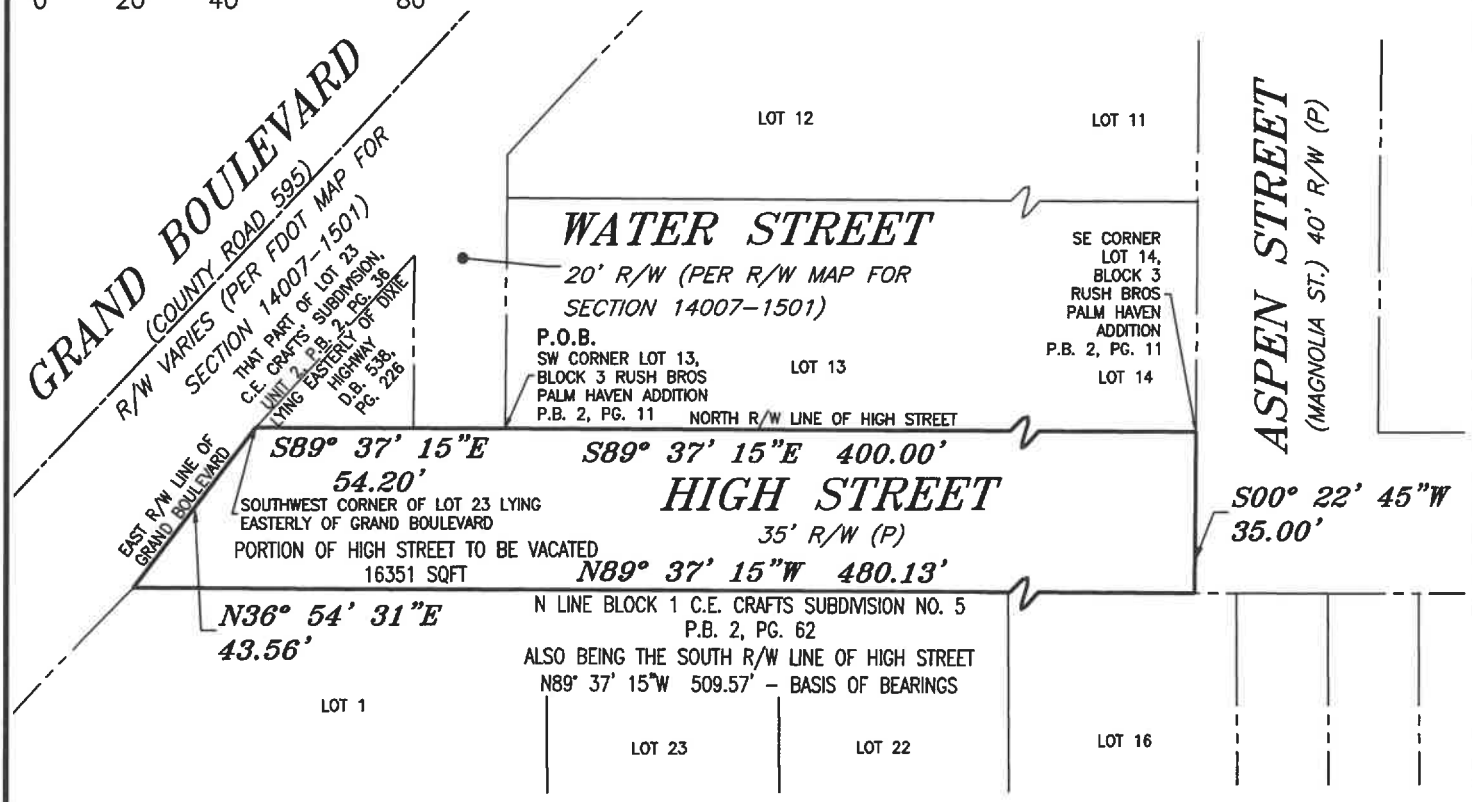
SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "A"
ORDINANCE 2026-2356
Revised 04.29.26

N

TERMINUS SURVEYING

1" = 40'
GRAPHIC SCALE
0 20' 40' 80'



BEARINGS ARE BASED ON THE NORTH LINE OF BLOCK 1, P.B. 2, PG. 62. SAID LINE BEARS N89° 37' 15"W, THIS IS NOT A SURVEY

HIGH STREET
PAGE 2 OF 2
(NOT VALID WITHOUT PAGE 1)

LEGEND	CERTIFIED TO:	JOB INFORMATION:
(C) CALCULATED (R) RECORD (L) LICENSED BUSINESS (P) PLAT (PL) PROPOSED LEGAL DESCRIPTION FDOT FLORIDA DEPARTMENT OF TRANSPORTATION P.B. PLAT BOOK P.O.B. POINT OF BEGINNING PG. PAGE R/W RIGHT OF WAY SQFT SQUARE FEET	PRIDGEN DEVELOPMENT, LLC	DRAFTER: CMH DRAWING DATE: 04/10/2026 CHECKED BY: JSM ***JOB# 26000150*** REVISIONS 04/13/26 CMH – ADDITION TO EAST 04/29/26 CMH – AREA

TERMINUS SURVEYING LLC.
2752 JASON STREET
TAMPA, FLORIDA 33619
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FrontDesk@TeamTerminus.com

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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "B"
ORDINANCE 2026-2356

PROPOSED LEGAL DESCRIPTION:
(WRITTEN BY TERMINUS SURVEYING, LLC.)

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 645, PAGE 0053, PASCO COUNTY PUBLIC RECORDS, LYING IN SECTION 8, TOWNSHIP 26 NORTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF MARINE PARKWAY (SUNSET BLVD), AS DEPICTED ON PAGE 404 OF MAP BOOK 1, SAID PUBLIC RECORDS, AND THE EAST RIGHT OF WAY LINE OF GRAND BOULEVARD (COUNTY ROAD 595) PER FLORIDA DEPARTMENT OF TRANSPORTATION MAPS FOR SECTION 14007–1501 ; THENCE NORTH 01 DEGREE 20 MINUTES 47 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 28.86 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1607, PAGE 664; THENCE SOUTH 89 DEGREES 39 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.00 FEET; THENCE SOUTH 10 DEGREES 37 MINUTES 33 SECONDS WEST, A DISTANCE OF 66.09 FEET TO THE NORTH RIGHT OF WAY LINE OF MARINE PARKWAY; THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING TWO COURSES: ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 322.35 FEET, A CENTRAL ANGLE OF 27 DEGREES 07 MINUTES 59 SECONDS, BEING SUBTENDED BY A LONG CHORD BEARING NORTH 75 DEGREES 53 MINUTES 06 SECONDS WEST, A CHORD DISTANCE OF 151.23 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 152.65 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 06 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 41.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 7584 SQUARE FEET, MORE OR LESS

GENERAL NOTES:
1. THIS IS NOT A SURVEY.
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
6. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
7. ALL MEASUREMENTS ARE IN US SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOB INFORMATION:
DRAFTER: CMH
DRAWING DATE: 04/13/2026
CHECKED BY: JSM
JOB# 26000150
REVISIONS
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TERMINUS SURVEYING

THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

CAMERON M. HARMON License Number 7483 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Cameron M Harmon
Date: 2026.04.13 14:58:00 -05'00'

CAMERON M. HARMON DATE
PROFESSIONAL SURVEYOR & MAPPER #7483
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:

PRIDGEN DEVELOPMENT, LLC

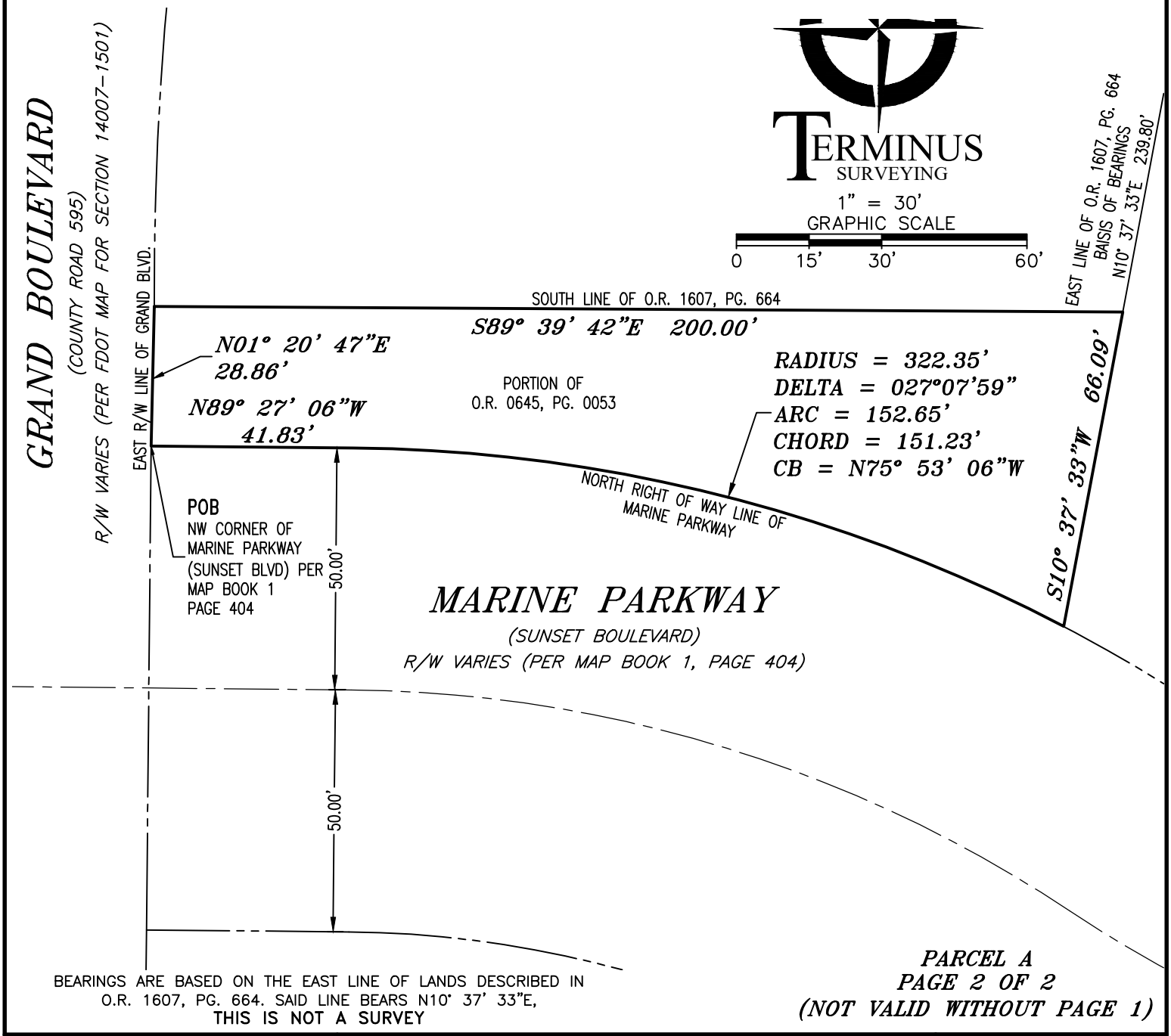
TERMINUS SURVEYING LLC.
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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "B"
ORDINANCE 2026-2356



BEARINGS ARE BASED ON THE EAST LINE OF LANDS DESCRIBED IN O.R. 1607, PG. 664. SAID LINE BEARS N10° 37' 33"E,
THIS IS NOT A SURVEY

PARCEL A
PAGE 2 OF 2
(NOT VALID WITHOUT PAGE 1)

LEGEND	CERTIFIED TO:	JOB INFORMATION:
(C) CALCULATED (R) RECORD (L) LICENSED BUSINESS (P) PLAT (PL) PROPOSED LEGAL DESCRIPTION FDOT FLORIDA DEPARTMENT OF TRANSPORTATION O.R. OFFICIAL RECORDS BOOK P.B. PLAT BOOK P.O.B. POINT OF BEGINNING PG. PAGE R/W RIGHT OF WAY SQFT SQUARE FEET	PRIDGEN DEVELOPMENT, LLC	DRAFTER: CMH DRAWING DATE: 04/13/2026 CHECKED BY: JSM JOB# 26000150 REVISIONS - - - - - - -

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EXHIBIT "C"
ORDINANCE 2026-2356



Overall Development



Development Area of Reference

Portion of the **Villa del Sol Project** generally consisting of the development of three buildings containing approximately 132 living units and associated facilities.

ORDINANCE NO. 2026-2357

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR VACATION OF A PORTION OF THE RIGHT-OF-WAY KNOWN AS GRAND BOULEVARD ALONG THE SOUTHEAST BOUNDARY LINE OF SAID RIGHT-OF-WAY; PROVIDING THAT SAID RIGHT-OF-WAY IS AS DEPICTED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the contract vendee of properties lying along and adjacent to the portion of the City right-of-way along the southeastern boundary line of the Grand Boulevard right-of-way, as depicted on Florida Department of Transportation right-of-way maps for Section 14007-1501, lying in Section 8, Township 26 North, Range 16 East, Pasco County, Florida, has requested the vacation of said right-of-way, as shown on the survey map and as legally described in Exhibit "A" attached hereto and incorporated herein (hereinafter collectively "Right-of-Way");

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

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

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

WHEREAS, this vacation is conditioned upon the Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"), and conveying to the City the property currently subject to an ingress/egress easement in the City's favor providing access to City's Fire Station #2 lying adjacent to the Properties; and

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

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

Section 1. **Vacation Grand Boulevard.** The City of New Port Richey, Florida, hereby vacates the portion of the right-of-way known as Grand Boulevard, as depicted on Florida Department of Transportation right-of-way maps for Section 14007-1501, lying in Section 8, Township 26 North, Range 16 East, Pasco County, Florida, and running along the southeast boundary line of said right-of-way adjacent to the High Street and Grand Boulevard rights-of-way intersection, as shown on that certain survey prepared for this vacation request and more particularly described in the Legal Description and survey map attached hereto and made a part hereof as Exhibit "A" attached hereto ("Right-of-Way").

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

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

A. Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"); and

B. Applicant conveying to the City all right, title and interest in fee simple to the property currently subject to an ingress/egress easement in the City's favor providing access to City's Fire Station #2 and lying adjacent to the Properties, on the same day as Applicant's acquisition of title of the Properties, as legally described and shown in Exhibit "B" attached hereto.

Section 4. **Development Conditions.** This vacation is hereby further conditioned upon the satisfaction of the conditions set forth in this section.

A. Within thirty-six (36) months of the Effective Date of this Ordinance, Applicant shall commence vertical construction of the portion of the development provided for in Ordinance Number 2024-2311, substantially as shown on the portion of the site plan for the development attached hereto as Exhibit "C", generally consisting of the development of apartment buildings. For purposes hereof, the term "commence vertical construction" shall be defined as the installation and placement of all utilities and building foundations for all apartment buildings in the development contained within Exhibit "C". Within thirty (30) days of the satisfaction of this condition, the city manager shall cause a certificate of satisfaction of this condition to be recorded in the public records of Pasco County, Florida.

B. Applicant shall not abandon the development of the apartment buildings in the development contained within Exhibit "C" attached hereto. For purposes hereof, the term "abandon" shall be defined as Applicant's failure to request a city building inspection from the city building official under an active building permit for the portion of the development shown in Exhibit "C" in any one-year period after the certificate provided in paragraph A hereof is recorded. The issuance of a certificate of occupancy for all of the Exhibit "C" development apartment buildings shall be deemed satisfaction of this condition.

Section 5. **Reversion.** All right, title and interest in the Right-of-Way shall revert to the City of New Port Richey upon the failure of Applicant or any successor in interest to comply with the development conditions set forth in Section 4 hereof. The City Council shall have the authority to extend the deadlines provided herein by resolution within its sole and absolute discretion on good grounds. Upon the failure of Applicant or its successor to timely satisfy the development conditions set forth in Section 4 hereof, Applicant, or any successor in interest to Applicant, shall upon thirty days' notice thereof convey all right, title and interest to the Right-of-Way in fee simple to the City of New Port Richey, Florida. The provisions hereof shall be enforceable through injunctive relief, specific performance or other legal remedy. There shall be no waiver of this provision by any act of the City. The City Manager of City shall cause the recording of a notice of the reversion provided herefor in the public records of Pasco County, Florida if appropriate under the terms hereof.

Section 6. **Reparcel.** The applicants shall replat or reparcel, as appropriate, the properties lying adjacent to the vacated Right-of-Way, to combine each said lot or parcel, together the portion of the right-of-way adjacent thereto, as a single parcel, and any subdividing, reparcelling or replatting of said parcel shall hereafter be prohibited without approval of the City of New Port Richey.

Section 7. **Laws Applicable.** Nothing contained herein shall be construed to alter the application of all City laws, regulations and ordinances to the subject property.

Section 8. **Effective Date.** This Ordinance shall become effective immediately upon final passage as required by law and the completion of the title conditions set forth in Section 3 hereof. This ordinance shall not be recorded until the city manager has certified completion of the aforesaid condition.

Section 9. **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 10. **Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this ____ day of May, 2026, 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 May, 2026.

ATTEST:

By: _____ By: _____
Judy Meyers, MMC, City Clerk 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 CAA 5-4-26

CERTIFICATION

I HEREBY CERTIFY that the conditions in Section 3 of this Ordinance has been met and satisfied as set forth herein and this Ordinance is in full force and effect this ____ day of _____, 2026.

_____
Debbie L. Manns, City Manager

LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "A"
ORDINANCE 2026-2357

PROPOSED LEGAL DESCRIPTION:
(WRITTEN BY TERMINUS SURVEYING, LLC.)

A PORTION OF GRAND BOULEVARD AD DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR SECTION 14007–1501, LYING IN SECTION 8, TOWNSHIP 26 NORTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 23 IN C.E CRAFTS; SUBDIVISION UNIT 2, AS DEPICTED ON PAGE 36 OF PLAT BOOK 2 IN THE PUBLIC RECORDS OF PASCO COUNTY AND THE NORTH RIGHT OF WAY OF HIGH STREET; THENCE SOUTH 36 DEGREES 54 MINUTES 31 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF GRAND BOULEVARD, A DISTANCE OF 43.56 FEET TO THE SOUTH LINE OF HIGH STREET AND THE NORTH LINE OF BLOCK 1 IN C.E. CRAFTS SUBDIVISION NO. 5, AS DEPICTED ON PAGE 62 OF PLAT BOOK 2, SAID PUBLIC RECORDS, AND A CURVE TO THE LEFT HAVING A RADIUS OF 954.32 FEET, A CENTRAL ANGLE OF 19 DEGREES 39 MINUTES 44 SECONDS, AND BEING SUBTENDED BY A LONG CHORD BEARING SOUTH 34 DEGREES 45 MINUTES 12 SECONDS WEST, A CHORD DISTANCE OF 325.89 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, AND ALONG SAID CURVE A DISTANCE OF 327.50 FEET TO THE NORTH LINE OF RIDGE ROAD (SCHOOL ROAD) AND THE SOUTH LINE OF BLOCK 1 IN C.E. CRAFTS SUBDIVISION NO. 5, AS DEPICTED ON PAGE 62 OF PLAT BOOK 2, SAID PUBLIC RECORDS; THENCE ALONG THE EASTERN EDGE OF STREET–SCAPE IMPROVEMENTS FOR THE FOLLOWING SEVEN (7) COURSES: NORTH 19 DEGREES 07 MINUTES 42 SECONDS EAST, A DISTANCE OF 8.41 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 43 SECONDS EAST, A DISTANCE OF 28.27 FEET; THENCE NORTH 28 DEGREES 02 MINUTES 57 SECONDS EAST, A DISTANCE OF 81.58 FEET; THENCE NORTH 31 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 31.03 FEET; THENCE NORTH 39 DEGREES 28 MINUTES 55 SECONDS EAST, A DISTANCE OF 141.19 FEET; THENCE NORTH 44 DEGREES 02 MINUTES 34 SECONDS EAST, A DISTANCE OF 45.44 FEET; THENCE NORTH 39 DEGREES 07 MINUTES 07 SECONDS EAST, A DISTANCE OF 36.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 1031 SQUARE FEET, MORE OR LESS

GENERAL NOTES:
1. THIS IS NOT A SURVEY.
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
6. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
7. ALL MEASUREMENTS ARE IN US SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOB INFORMATION:
DRAFTER: CMH
DRAWING DATE: 04/16/2026
CHECKED BY: JSM
JOB# 26000150
REVISIONS
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TERMINUS SURVEYING

THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

CAMERON M. HARMON License Number 7483 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Cameron M Harmon
Date: 2026.04.13 14:58:00 -05'00'

CAMERON M. HARMON DATE
PROFESSIONAL SURVEYOR & MAPPER #7483
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:

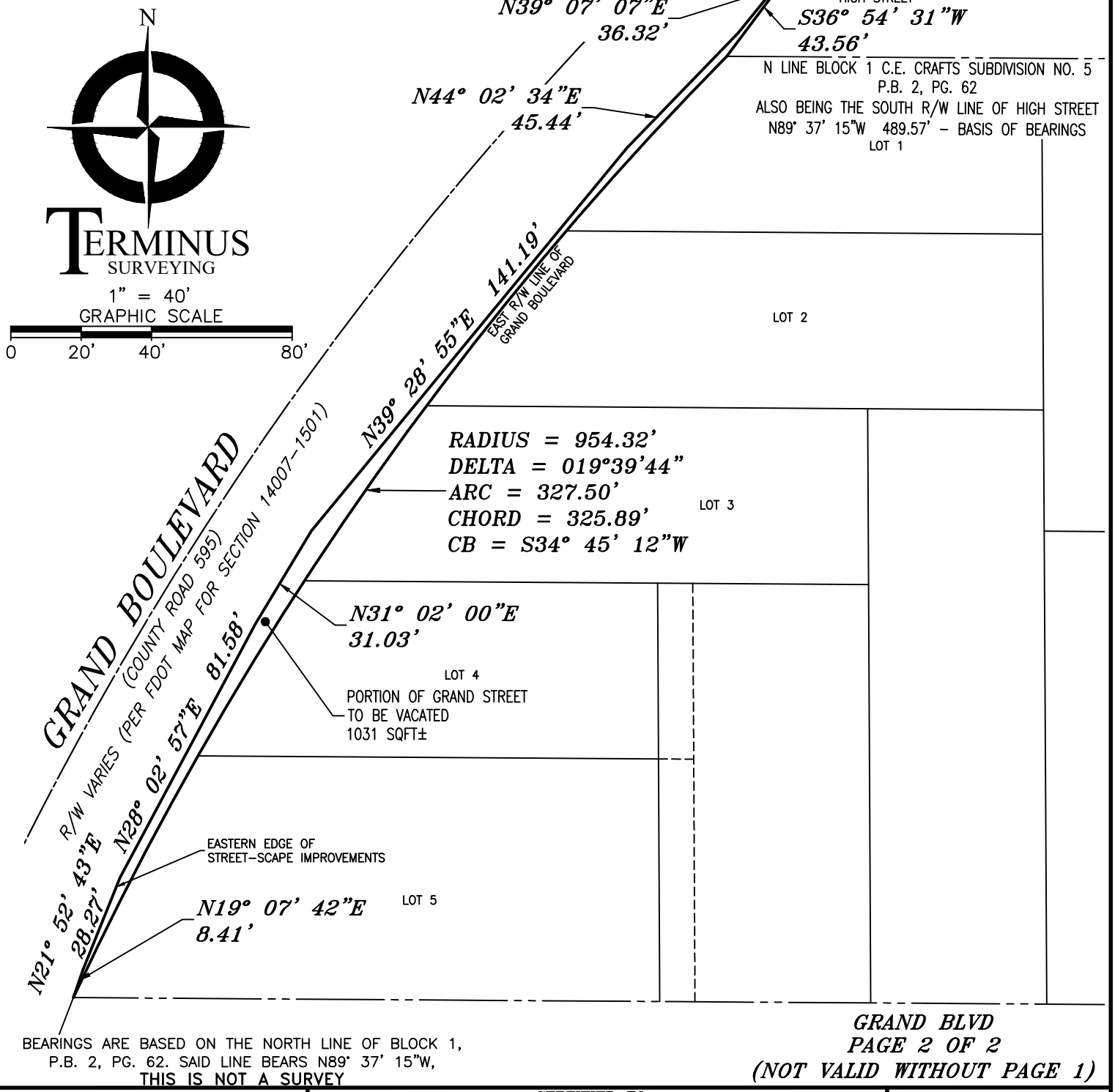
PRIDGEN DEVELOPMENT, LLC

TERMINUS SURVEYING LLC.
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(813) 681–4481
www.TerminusSurveying.com
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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA



LEGEND	
(C)	CALCULATED
(R)	RECORD
(L)	LICENSED BUSINESS
(P)	PLAT
(PL)	PROPOSED LEGAL DESCRIPTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
PG.	PAGE
R/W	RIGHT OF WAY
SQFT	SQUARE FEET

CERTIFIED TO:

PRIDGEN DEVELOPMENT, LLC

TERMINUS SURVEYING LLC.

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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "B"
ORDINANCE 2026-2357

PROPOSED LEGAL DESCRIPTION:
(WRITTEN BY TERMINUS SURVEYING, LLC.)

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 645, PAGE 0053, PASCO COUNTY PUBLIC RECORDS, LYING IN SECTION 8, TOWNSHIP 26 NORTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF MARINE PARKWAY (SUNSET BLVD), AS DEPICTED ON PAGE 404 OF MAP BOOK 1, SAID PUBLIC RECORDS, AND THE EAST RIGHT OF WAY LINE OF GRAND BOULEVARD (COUNTY ROAD 595) PER FLORIDA DEPARTMENT OF TRANSPORTATION MAPS FOR SECTION 14007–1501 ; THENCE NORTH 01 DEGREE 20 MINUTES 47 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 28.86 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1607, PAGE 664; THENCE SOUTH 89 DEGREES 39 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.00 FEET; THENCE SOUTH 10 DEGREES 37 MINUTES 33 SECONDS WEST, A DISTANCE OF 66.09 FEET TO THE NORTH RIGHT OF WAY LINE OF MARINE PARKWAY; THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING TWO COURSES: ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 322.35 FEET, A CENTRAL ANGLE OF 27 DEGREES 07 MINUTES 59 SECONDS, BEING SUBTENDED BY A LONG CHORD BEARING NORTH 75 DEGREES 53 MINUTES 06 SECONDS WEST, A CHORD DISTANCE OF 151.23 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 152.65 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 06 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 41.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 7584 SQUARE FEET, MORE OR LESS

GENERAL NOTES:
1. THIS IS NOT A SURVEY.
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
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6. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
7. ALL MEASUREMENTS ARE IN US SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

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TERMINUS SURVEYING

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CAMERON M. HARMON License Number 7483 STATE OF FLORIDA Professional Surveyor and Mapper

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Date: 2026.04.13 14:58:00 -05'00'

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CERTIFIED TO:

PRIDGEN DEVELOPMENT, LLC

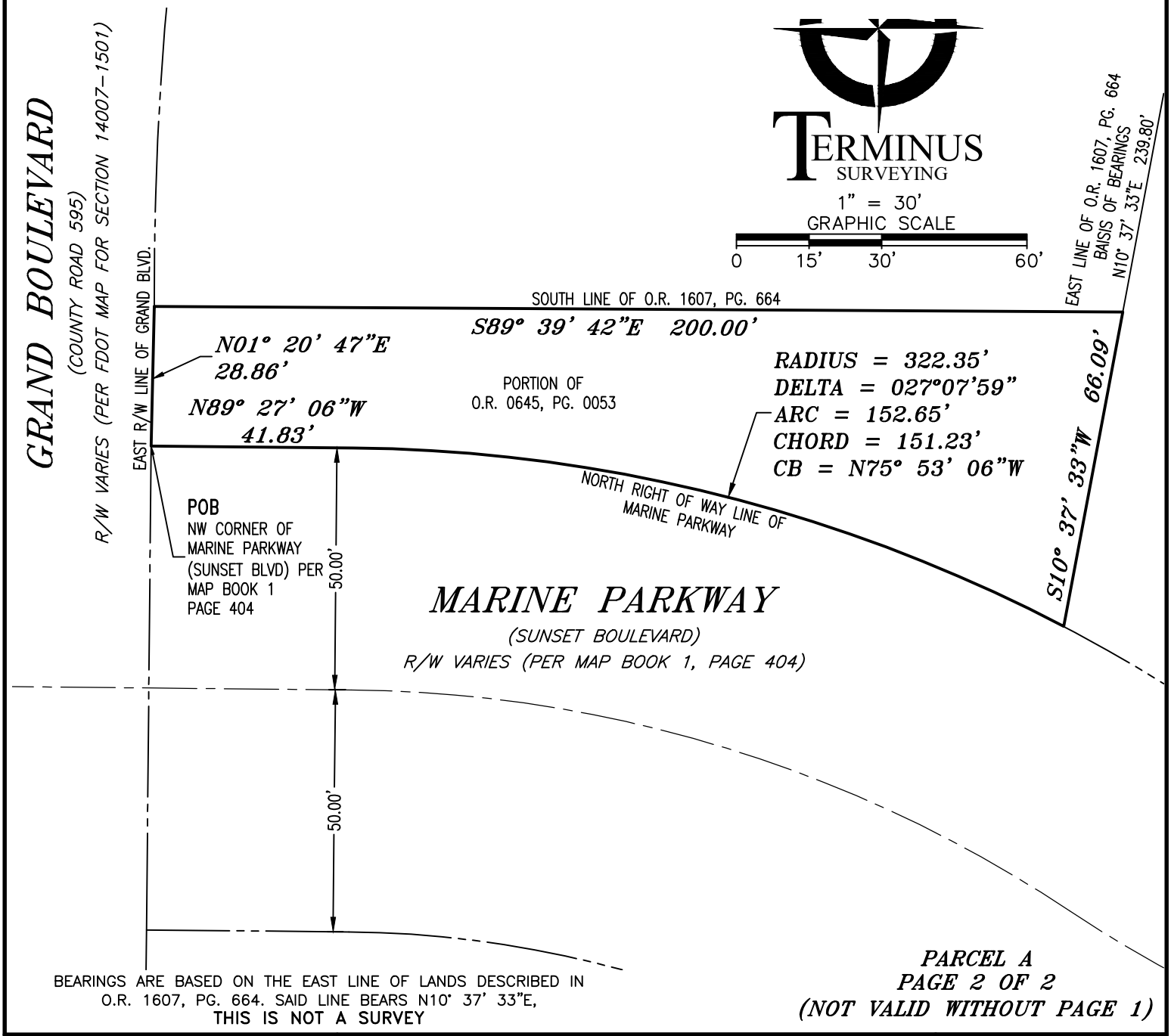
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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "B"
ORDINANCE 2026-2357



TERMINUS SURVEYING

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

BEARINGS ARE BASED ON THE EAST LINE OF LANDS DESCRIBED IN O.R. 1607, PG. 664. SAID LINE BEARS N10° 37' 33"E,
THIS IS NOT A SURVEY

PARCEL A
PAGE 2 OF 2
(NOT VALID WITHOUT PAGE 1)

LEGEND	CERTIFIED TO:	JOB INFORMATION:
(C) CALCULATED (R) RECORD (L) LICENSED BUSINESS (P) PLAT (PL) PROPOSED LEGAL DESCRIPTION FDOT FLORIDA DEPARTMENT OF TRANSPORTATION O.R. OFFICIAL RECORDS BOOK P.B. PLAT BOOK P.O.B. POINT OF BEGINNING PG. PAGE R/W RIGHT OF WAY SQFT SQUARE FEET	PRIDGEN DEVELOPMENT, LLC	DRAFTER: CMH DRAWING DATE: 04/13/2026 CHECKED BY: JSM JOB# 26000150 REVISIONS - - - - - - -

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EXHIBIT "C"
ORDINANCE 2026-2357



Overall Development

N

no scale



Development Area of Reference

Portion of the **Villa del Sol Project** generally consisting of the development of three buildings containing approximately 132 living units and associated facilities.

ORDINANCE NO. 2026-2358

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR THE VACATION OF A PORTION OF THE RIGHT-OF-WAY KNOWN AS WATER STREET, RUNNING BETWEEN GRAND BOULEVARD AND HIGH STREET, AND DEDICATED IN THE PLAT OF RUSH BROTHERS PALM HAVEN ADDITION TO NEW PORT RICHEY, RECORDED IN PLAT BOOK 2, PAGE 11 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the contract vendee of properties lying along and adjacent to the portion of the City right-of-way known as Water Street, running between Grand Boulevard and High Street, as dedicated in the plat of Rush Brothers Palm Haven Addition to New Port Richey, recorded in Plat Book 2, Page 11 of the public records of Pasco County, Florida, has requested the vacation of said right-of-way, as shown on the survey map and as legally described in Exhibit "A" attached hereto and incorporated herein (hereinafter "Right-of-Way");

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

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

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

WHEREAS, this vacation is conditioned upon the Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"), and conveying to the City the property currently subject to an ingress/egress easement in the City's favor providing access to City's Fire Station #2 lying adjacent to the Properties; and

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

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

Section 1. **Vacation Water Street.** The City of New Port Richey, Florida, hereby vacates the portion of the right-of-way known as Water Street, dedicated in the plat of Rush Brothers Palm Haven Addition to New Port Richey, recorded in Plat Book 2, Page 11 of the public records of Pasco County, Florida, and running between High Street and Grand Boulevard, as shown on that certain survey prepared for this vacation request and more particularly described in the Legal Description and survey map attached hereto and made a part hereof as Exhibit "A" attached hereto ("Right-of-Way").

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

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

A. Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"); and

B. Applicant conveying to the City all right, title and interest in fee simple to the property currently subject to an ingress/egress easement in the City's favor providing access to City's Fire Station #2 and lying adjacent to the Properties, on the same day as Applicant's acquisition of title of the Properties, as legally described and shown in Exhibit "B" attached hereto.

Section 4. **Development Conditions.** This vacation is hereby further conditioned upon the satisfaction of the conditions set forth in this section.

A. Within thirty-six (36) months of the Effective Date of this Ordinance, Applicant shall commence vertical construction of the portion of the development provided for in Ordinance Number 2024-2311, substantially as shown on the portion of the site plan for the development attached hereto as Exhibit "C", generally consisting of the development of apartment buildings. For purposes hereof, the term "commence vertical construction" shall be defined as the installation and placement of all utilities and building foundations for all apartment buildings in the development contained within Exhibit "C". Within thirty (30) days of the satisfaction of this condition, the city manager shall cause a certificate of satisfaction of this condition to be recorded in the public records of Pasco County, Florida.

B. Applicant shall not abandon the development of the apartment buildings in the development contained within Exhibit "C" attached hereto. For purposes hereof, the term "abandon" shall be defined as Applicant's failure to request a city building inspection from the city building official under an active building permit for the portion of the development shown in Exhibit "C" in any one-year period after the certificate provided in paragraph A hereof is recorded. The issuance of a certificate of occupancy for all of the Exhibit "C" development apartment buildings shall be deemed satisfaction of this condition.

Section 5. **Reversion.** All right, title and interest in the Right-of-Way shall revert to the City of New Port Richey upon the failure of Applicant or any successor in interest to comply with the development conditions set forth in Section 4 hereof. The City Council shall have the authority to extend the deadlines provided herein by resolution within its sole and absolute discretion on good grounds. Upon the failure of Applicant or its successor to timely satisfy the development conditions set forth in Section 4 hereof, Applicant, or any successor in interest to Applicant, shall upon thirty days' notice thereof convey all right, title and interest to the Right-of-Way in fee simple to the City of New Port Richey, Florida. The provisions hereof shall be enforceable through injunctive relief, specific performance or other legal remedy. There shall be no waiver of this provision by any act of the City. The City Manager of City shall cause the recording of a notice of the reversion provided herefor in the public records of Pasco County, Florida if appropriate under the terms hereof.

Section 6. **Reparcel.** The applicants shall replat or reparcel, as appropriate, the properties lying adjacent to the vacated Rights-of-Way, to combine each said lot or parcel, together the portion of the right-of-way adjacent thereto, as a single parcel, and any subdividing, reparcelling or replatting of said parcel shall hereafter be prohibited without approval of the City of New Port Richey.

Section 7. **Laws Applicable.** Nothing contained herein shall be construed to alter the application of all City laws, regulations and ordinances to the subject property.

Section 8. **Effective Date.** This Ordinance shall become effective immediately upon final passage as required by law and the completion of the title conditions set forth in Section 3 hereof. This ordinance shall not be recorded until the city manager has certified completion of the aforesaid condition.

Section 9. **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 10. **Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this ____ day of May, 2026, 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 May, 2026.

ATTEST:

By: _____ By: _____
Judy Meyers, MMC, City Clerk 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 CAA 5-4-26

CERTIFICATION

I HEREBY CERTIFY that the conditions in Section 3 of this Ordinance has been met and satisfied as set forth herein and this Ordinance is in full force and effect this ____ day of _____, 2026.

_____
Debbie L. Manns, City Manager

LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "A"
ORDINANCE 2026-2358

PROPOSED LEGAL DESCRIPTION:
(WRITTEN BY TERMINUS SURVEYING, LLC.)

A PORTION OF WATER STREET LYING IN SECTION 8, TOWNSHIP 26 NORTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 3 OF RUSH BROS PALM HAVEN ADDITION, AS DEPICTED ON PAGE 11 OF PLAT BOOK 2, PUBLIC RECORDS OF PASCO COUNTY; THENCE THENCE NORTH 89 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG THE NORTH LINE OF HIGH STREET, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF THAT PORTION OF LOT 23, C.E. CRAFTS SUBDIVISION, UNIT 2, AS DEPICTED ON PAGE 36 OF PLAT BOOK 2 SAID PUBLIC RECORDS LYING EASTERLY OF GRAND BOULEVARD; THENCE NORTH 00 DEGREES 25 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID PORTION OF LOT 23, A DISTANCE OF 37.46 FEET TO THE EAST RIGHT OF WAY LINE OF GRAND BOULEVARD; THENCE NORTH 42 DEGREES 47 MINUTES 35 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 29.68 FEET TO THE WEST LINE OF SAID BLOCK 3; THENCE SOUTH 00 DEGREES 25 MINUTES 10 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 59.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 968 SQUARE FEET, MORE OR LESS

GENERAL NOTES:
1. THIS IS NOT A SURVEY.
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
6. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
7. ALL MEASUREMENTS ARE IN US SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOB INFORMATION:
DRAFTER: CMH
DRAWING DATE: 04/10/2026
CHECKED BY: JSM
JOB# 26000150
REVISIONS
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TERMINUS SURVEYING

THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

CAMERON M. HARMON License Number 7483 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Cameron M Harmon
Date: 2026.04.13 14:58:00 -05'00'

CAMERON M. HARMON DATE
PROFESSIONAL SURVEYOR & MAPPER #7483
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:

PRIDGEN DEVELOPMENT, LLC

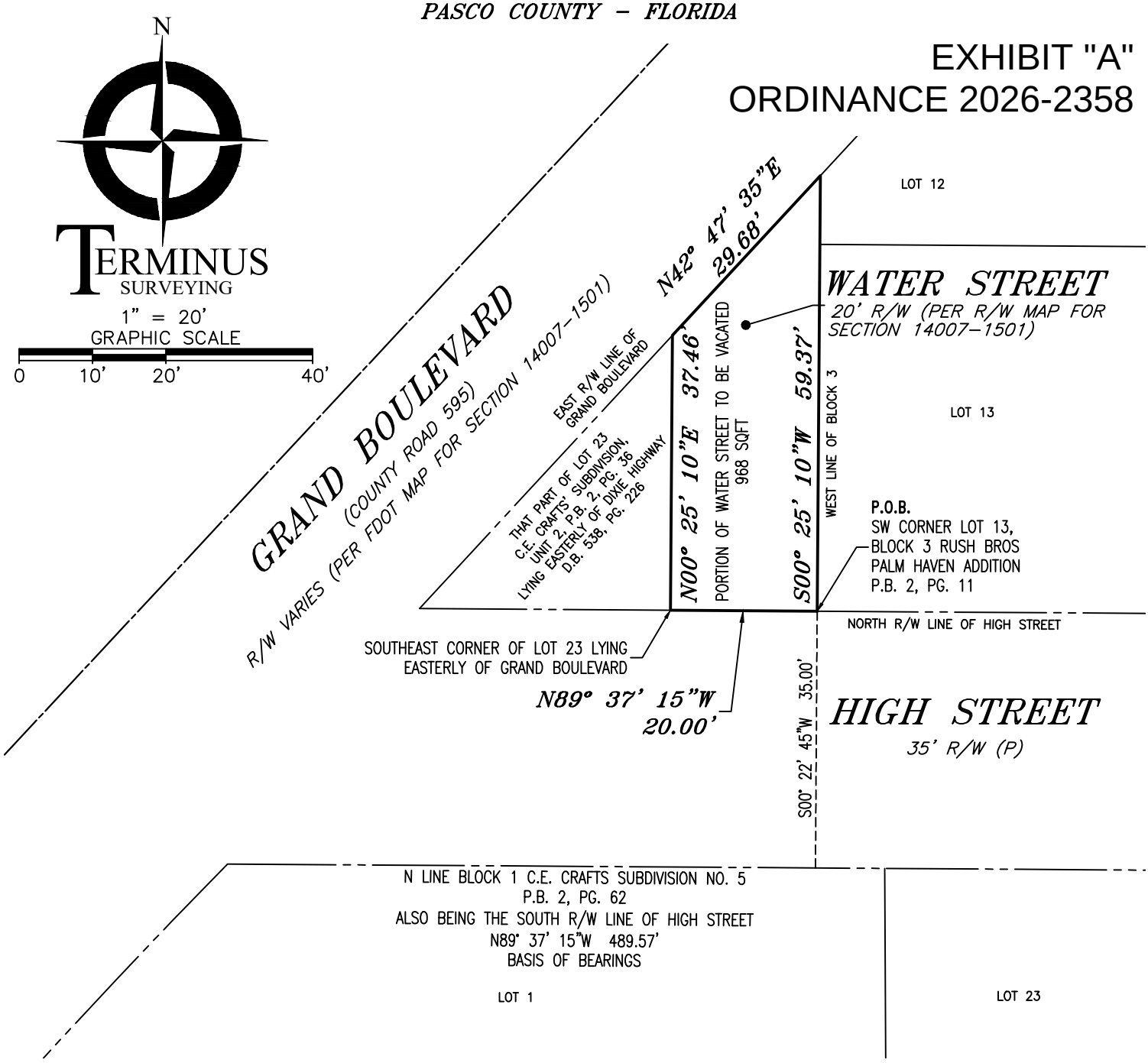
TERMINUS SURVEYING LLC.
2752 JASON STREET
TAMPA, FLORIDA 33619
(813) 681-4481
www.TerminusSurveying.com
FrontDesk@TeamTerminus.com

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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "A"
ORDINANCE 2026-2358



BEARINGS ARE BASED ON THE NORTH LINE OF BLOCK 1, P.B. 2, PG. 62. SAID LINE BEARS N89° 37' 15"W,
THIS IS NOT A SURVEY

LEGEND

(C)	CALCULATED
(R)	RECORD
(L)	LICENSED BUSINESS
(P)	PLAT
(PL)	PROPOSED LEGAL DESCRIPTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
PG.	PAGE
R/W	RIGHT OF WAY
SQFT	SQUARE FEET

CERTIFIED TO:

PRIDGEN DEVELOPMENT, LLC

TERMINUS SURVEYING LLC.
2752 JASON STREET
TAMPA, FLORIDA 33619
(813) 681-4481
www.TerminusSurveying.com
FrontDesk@TeamTerminus.com

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JOB INFORMATION:
DRAFTER: CMH
DRAWING DATE: 04/10/2026
CHECKED BY: JSM
JOB# 26000150

REVISIONS
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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "B"
ORDINANCE 2026-2358

PROPOSED LEGAL DESCRIPTION:
(WRITTEN BY TERMINUS SURVEYING, LLC.)

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 645, PAGE 0053, PASCO COUNTY PUBLIC RECORDS, LYING IN SECTION 8, TOWNSHIP 26 NORTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF MARINE PARKWAY (SUNSET BLVD), AS DEPICTED ON PAGE 404 OF MAP BOOK 1, SAID PUBLIC RECORDS, AND THE EAST RIGHT OF WAY LINE OF GRAND BOULEVARD (COUNTY ROAD 595) PER FLORIDA DEPARTMENT OF TRANSPORTATION MAPS FOR SECTION 14007–1501 ; THENCE NORTH 01 DEGREE 20 MINUTES 47 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 28.86 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1607, PAGE 664; THENCE SOUTH 89 DEGREES 39 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.00 FEET; THENCE SOUTH 10 DEGREES 37 MINUTES 33 SECONDS WEST, A DISTANCE OF 66.09 FEET TO THE NORTH RIGHT OF WAY LINE OF MARINE PARKWAY; THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING TWO COURSES: ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 322.35 FEET, A CENTRAL ANGLE OF 27 DEGREES 07 MINUTES 59 SECONDS, BEING SUBTENDED BY A LONG CHORD BEARING NORTH 75 DEGREES 53 MINUTES 06 SECONDS WEST, A CHORD DISTANCE OF 151.23 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 152.65 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 06 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 41.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 7584 SQUARE FEET, MORE OR LESS

GENERAL NOTES:
1. THIS IS NOT A SURVEY.
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
6. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
7. ALL MEASUREMENTS ARE IN US SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOB INFORMATION:
DRAFTER: CMH
DRAWING DATE: 04/13/2026
CHECKED BY: JSM
JOB# 26000150
REVISIONS
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TERMINUS SURVEYING

THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

CAMERON M. HARMON License Number 7483 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Cameron M Harmon
Date: 2026.04.13 14:58:00 -05'00'

CAMERON M. HARMON DATE
PROFESSIONAL SURVEYOR & MAPPER #7483
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:

PRIDGEN DEVELOPMENT, LLC

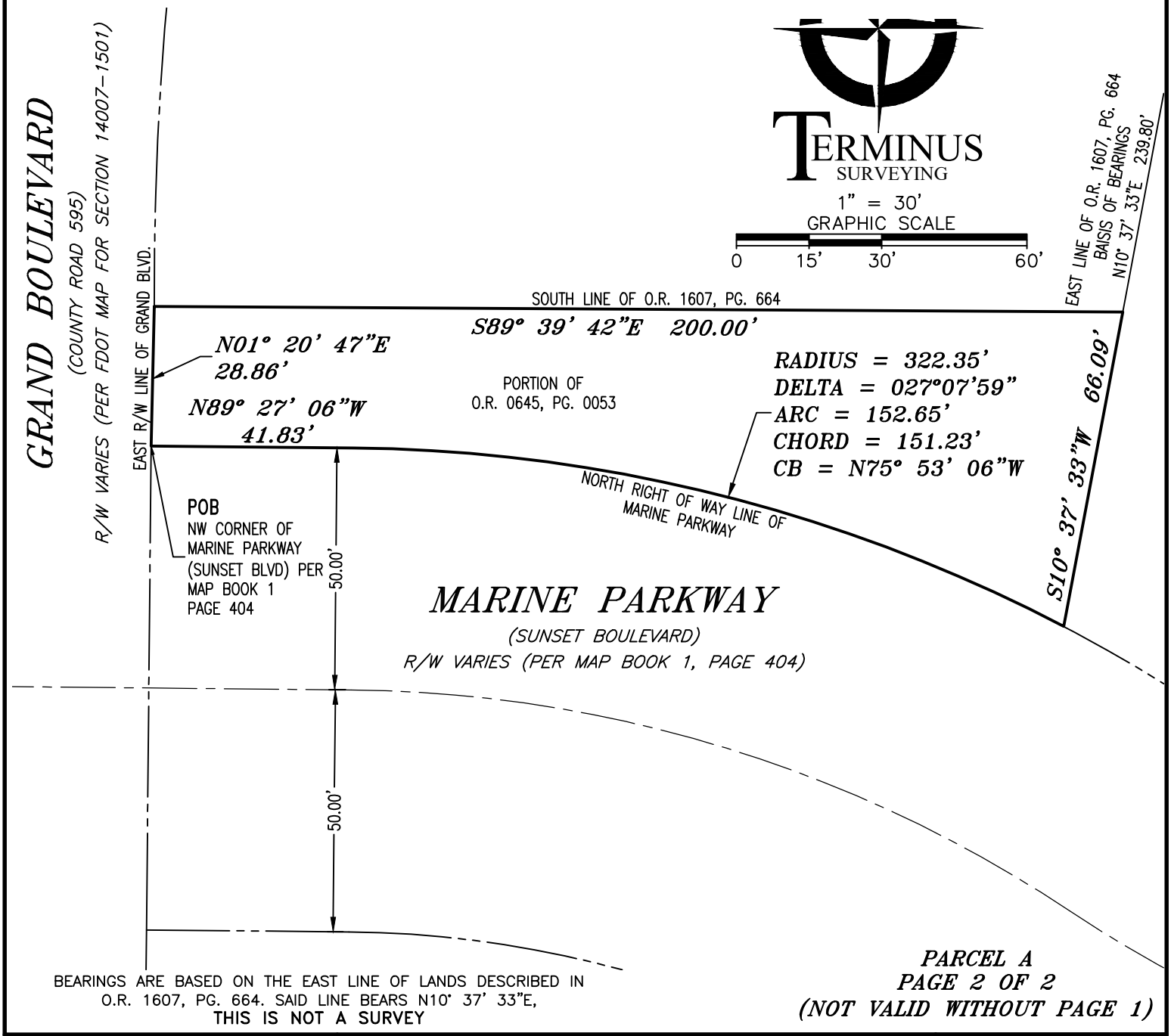
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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "B"
ORDINANCE 2026-2358



TERMINUS SURVEYING

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

BEARINGS ARE BASED ON THE EAST LINE OF LANDS DESCRIBED IN O.R. 1607, PG. 664. SAID LINE BEARS N10° 37' 33"E,
THIS IS NOT A SURVEY

PARCEL A
PAGE 2 OF 2
(NOT VALID WITHOUT PAGE 1)

LEGEND	CERTIFIED TO:	JOB INFORMATION:
(C) CALCULATED (R) RECORD (L) LICENSED BUSINESS (P) PLAT (PL) PROPOSED LEGAL DESCRIPTION FDOT FLORIDA DEPARTMENT OF TRANSPORTATION O.R. OFFICIAL RECORDS BOOK P.B. PLAT BOOK P.O.B. POINT OF BEGINNING PG. PAGE R/W RIGHT OF WAY SQFT SQUARE FEET	PRIDGEN DEVELOPMENT, LLC	DRAFTER: CMH DRAWING DATE: 04/13/2026 CHECKED BY: JSM JOB# 26000150 REVISIONS - - - - - - -

TERMINUS SURVEYING LLC.
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EXHIBIT "C"
ORDINANCE 2026-2358



Overall Development

N

no scale



Development Area of Reference

Portion of the **Villa del Sol Project** generally consisting of the development of three buildings containing approximately 132 living units and associated facilities.

MINUTES OF THE CITY COUNCIL REGULAR MEETING
CITY OF NEW PORT RICHEY
COUNCIL CHAMBERS, FIRST FLOOR, CITY HALL, 5919 MAIN ST., NEW PORT RICHEY, FL 34652
May 5, 2026
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 Mayor Chopper Davis, Deputy Mayor Brian Jonas, Councilman Peter Altman and Councilman Bertell Butler IV. Councilman Matt Murphy arrived at 6:05 p.m.

   Also in Attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Finance Director Crystal Dunn, Assistant Fire Chief Adam Darling, Public Works Director Colin Eichenmuller, Police Chief Bob Kochen, Library Director Andi Figart, Parks & Recreation Director Kevin Trapp, Community and Development Director Dale Hall, Technology Solutions Director Leanne Mahadeo, Economic Development Director Dave Gammon, Assistant City Manager Rob Williamson and Human Resources Director Arnel Wetzel.

2. Pledge of Allegiance

3. Moment of Silence

4. Proclamations

a. Municipal Clerks Week

b. Police Week

5. Approval of Minutes

a. April 21, 2026 Regular Meeting Minutes

   Motion made by Brian Jonas, and seconded by Peter Altman to approve the minutes as submitted. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

6. 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:

- Carol Kinnard, 6828 River Rd., NPR asked if answers will be given in Vox Pop, where the Palm District is and if the Geology Rocks exhibit being lit at night.
- George Romagnoli, 6235 Florida Ave., NPR spoke regarding his concerns with the Villa del Sol project.
- Emmerson Martin, 9330 Creedmore Ln., New Port Richey, spoke regarding AI centers that are popping up around the United States.

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

7. Consent Agenda

Motion made by Matt Murphy, and seconded by Brian Jonas to accept the Consent Agenda. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

a. Consideration of Amendments to the FY26 Adopted Budget

b. Purchases/Payments for City Council Approval

8. Public Reading of Ordinances

a. First Reading, Ordinance No. 2026-2355 Amendments to Alcohol Ordinance RE: Update Allowable Permits by Non-Profits

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a first reading of an ordinance to amend the City's alcohol ordinance regarding updating the allowable permits for non-profits per calendar year from three to twelve. This amendment is needed in order to be in compliance with Section 561.422, Florida Statutes. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Councilman Altman requested some guardrails be added before second hearing. Deputy Mayor Jonas suggested creating an approved non-profit list. Councilman Butler stated the ordinance puts the city in a better position of what the state allows. He suggested having a larger conversation regarding having a strategic plan and vision for interaction with these non-profits.

Motion made by Brian Jonas, and seconded by Matt Murphy to approve the ordinance upon its first reading. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

b. Second Reading, Ordinance No. 2026-2339: Clearwater Gas Franchise Agreement Renewal
City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a second and final reading of an ordinance to renew a franchise agreement between the City of New Port Richey and Clearwater Gas. Mr. Eichenmuller provided an overview of the changes from the previous agreement to the currently proposed one. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Bertell Butler IV, and seconded by Peter Altman to approve the ordinance upon

its second and final reading. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

c. Second Reading, Ordinance No. 2026-2356: Vacation of Right-of-Way for a Section of High Street

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the HCA hospital vacated the property off of Grand Blvd. back in 2012. She stated staff has been working on this project with the developer for four years on this project. The site is 24 acres and will have homes and apartments. City Manager Manns stated this project represents a $150M investment. She then introduced Development Director Dale Hall who then made a presentation to Council. Mr. Hall began his presentation by highlighting the four requests of the applicant. He then highlighted the different rights-of-way and surplus property. He then highlighted each of the conveyances. Mr. Hall then highlighted the title conditions, development conditions and the reversion clause. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Councilman Butler spoke regarding his concerns of the northeast corner.

Motion made by Peter Altman, and seconded by Brian Jonas to approve the ordinance upon its second and final reading. The Motion Passed. 4 - 1 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman Nays: Bertell Butler IV

d. Second Reading, Ordinance No. 2026-2357: Vacation of Right-of-Way for a Section of Grand Boulevard

City Attorney Driscoll read the proposed ordinance by title only. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Peter Altman, and seconded by Bertell Butler IV to approve the ordinance upon its second and final reading. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

e. Second Reading, Ordinance No. 2026-2358: Vacation of Right-of-Way for a Section of Water Street

City Attorney Driscoll read the proposed ordinance by title only. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Peter Altman, and seconded by Matt Murphy to approve the ordinance upon its second and final reading. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

f. Second Reading, Ordinance No. 2026-2359: Deed of Surplus City Property Adjacent to Grand Boulevard and High Street

City Attorney Driscoll read the proposed ordinance by title only. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Councilman Butler asked City Attorney Driscoll to speak to the reverter clause and he outlined the provisions.

Motion made by Brian Jonas, and seconded by Matt Murphy to approve the ordinance upon its second and final reading. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

9. Business Items

a. Revision to Perpetual Drainage Easement Agreement - Villa del Sol

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to reconfigure the boundaries of an existing easement to reduce the area of an existing detention pond (drainage receiving area) located at the intersection of Grand Boulevard and Marine Parkway. She then introduced Development Director Dale Hall who then made a presentation to Council. Mr. Hall began his presentation by highlighting the site area. He then highlighted the proposed revisions by SWFWMD.

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

- Dale Webb, 5647 Kentucky Ave., NPR spoke regarding the elevation of the property and how it has been for sale for quite some time. He suggested it needed to be deeper as it is currently only six feet.
- Donna Jensen, 5922 Wyoming Ave., NPR spoke regarding remembering the property as a sinkhole. She encouraged Council to think about changing the property and to look back at the history.

With no one else coming forward Mayor Davis returned the floor to Council.

Motion made by Peter Altman, and seconded by Brian Jonas to approve the item as presented. The Motion Passed. 4 - 1 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman Nays: Bertell Butler IV

b. Board Appointment: Sue Grassin, Parks & Recreation Advisory Board

City Clerk Meyers read the following statement from Ms. Grassin into the record:

Please extend my appreciation to the Mayor, Council, City Manager, Mr. Trapp and his staff. I look forward to participating in a positive fashion to the wonderful program the Parks and Recreation has already established. Our community is very fortunate to have so many beautiful parks and a world class recreation center to be enjoyed by so many age groups.

Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. City Manager Manns stated the term would be for three years. She also stated that there are two open member and two alternate member positions open on board.

Motion made by Brian Jonas, and seconded by Matt Murphy to approve the item as presented. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

c. Resolution No. 2026-13: Amending Regular and Special Meeting Agendas to Include Council Comments after Vox Pop

City Attorney Driscoll read the proposed resolution by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to adopt a resolution which would amend regular and special meeting agendas to include a "Council Comments" section after Vox Pop. She stated this allows members of the public to receive Council feedback on an issue deemed appropriate for comment more immediately. Comments would be limited to the items being addressed.

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

- George Romagnoli, 6235 Florida Ave., NPR suggested adding the comments after each item not at the end of Vox Pop.

With no one else coming forward Mayor Davis returned the floor to Council.

Motion made by Peter Altman, and seconded by Bertell Butler IV to approve the item as presented. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

d. Recreation Camp Fees for City Employees

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to authorize a fifty percent (50%) discount on Recreation Camp registration fees for all city employees who enroll their children or eligible taxable dependents in a childcare program during school closure periods at the Recreation and Aquatic Center. She stated discounted access to summer, winter break, and spring break camp programs helps ease the financial burden of childcare during peak school closure periods. This will aid in employee retention and morale. The cost associated with the summer camp program is $90.00 per week for residents and $105.00 a week for non-residents. The cost associated with field trips is additional to the weekly fee and there is no discount associated with that participation fee. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Matt Murphy, and seconded by Bertell Butler IV to approve the item as presented. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

e. Recreation and Aquatic Center Summer Membership Sale

City Manager Manns introduced Parks and Recreation Director Kevin Trapp who then presented the item to Council. He stated that the purpose of this agenda item was to consider approval of the 2026 Recreation and Aquatic Center Summer Membership Sale. The membership sale will run for a four-week period from May 6, 2026 until June 3, 2026. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Brian Jonas, and seconded by Matt Murphy to approve the item as presented. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

f. Approval of Contract Renewal with Core & Main LP for Analytics & RNI Subscriptions and the Purchase of VertexOne Single Sign-On Cloud Platform

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 renew the Purchasing Agreement with Core & Main LP to ensure continuity of existing essential AMI technology and to approve the purchase and implementation of VertexOne Single Sign-On platform. The existing agreement with Sensus provides analytic software and enhances the City's ability to monitor water usage, detect leaks, improve billing accuracy, and optimize system performance. The VertexOne Single Sign-On platform is designed to simplify the end-user experience for utility customers by providing a unified platform where customers can securely access their utility accounts and conduct multiple utility-related transactions using a single login. The term of the agreement will be for ten years. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Bertell Butler IV, and seconded by Peter Altman to approve the item as presented. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

g. Consider Continuing Agreement w/BayCare Behavioral Health for Social Worker Services 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 renew the Memorandum of Understanding Agreement w/BayCare Behavioral Health, Inc in the amount of $67,452.56 for case manager/social worker services to assist the New Port Richey Police Department's Life Improvement Facilitation Team. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Bertell Butler IV, and seconded by Brian Jonas to approve the item as presented. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

h. 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 a new Pasco County Unmanned Systems Task Force Agreement with the Sheriff's Office to enhance the department's operational capabilities with unmanned systems and/or drones. The agreement will be in effect until June 2029. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Brian Jonas, and seconded by Matt Murphy to approve the item as presented. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

i. Recommendation for Cultural Program Funding for Mullins Music 2026 Rock Week Summer Camp
City Manager Manns introduced Library Director Andi Figart who then presented the item to Council. She stated that the purpose of this agenda item was to consider approval of a funding request for $500.00 for the purpose of supporting Mullins Music 2026 Rock Week Summer Camp by way of a "Stagehand" sponsorship. The Rock Week Concert will take place at the Sims Park Amphitheater on June 5, 2026.

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

- Kim Brust from the Cultural Affairs Committee spoke in favor of this agenda item.came forward to speak in favor of this agenda item.

With no one else coming forward Mayor Davis returned the floor to Council.

Motion made by Peter Altman, and seconded by Brian Jonas to approve the item as presented. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

j. Recommendation for Cultural Program Funding at Cavalaire Square and Railroad Square City Manager Manns introduced Library Director Andi Figart who then presented the item to Council. She stated that the purpose of this agenda item was to consider approval of a funding

request in the amount of $1,750 for two programming series, Thrive on the Square and Sunshine Sessions, at Railroad Square and Cavalaire Square, to take place from June to September of this fiscal year. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Brian Jonas, and seconded by Matt Murphy to approve the item as presented. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

k. Recommendation for Cultural Program Funding for Motion on the Square

City Manager Manns introduced Library Director Andi Figart who then presented the item to Council. She stated that the purpose of this agenda item was to consider approval of a funding request in the amount of $500 for the Motion on the Square cultural programming proposal that would occur in Cavalaire Square during June-August, 2026. She stated "Motion on the Square" was presented by Ms. Hicks. Describing the series as classes "where community meets movement," Coach Hicks proposed a high-energy community movement experience with consistent programming for youth, teens, adults, and families. Participants would experience hip hop, cultural dance, and line dancing. The classes would be free to participants.

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

- Coach Hicks of Million Dollar Divas, came forward to speak about the proposal. She stated she is excited to partner with the City on this event.

With no one else coming forward Mayor Davis returned the floor to Council.

Motion made by Peter Altman, and seconded by Bertell Butler IV to approve the item as presented. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

l. Robert M. Rivera Fleet Maintenance Facility – Subsurface Stabilization

City Manager Manns introduced Public Works Director Colin Eichenmuller who then presented the item to Council. He stated that the purpose of this agenda item was to review and consider for approval of the attached pay application from Helicon LLC, $77,660.90 for the emergency subsurface stabilization conducted at the Robert M. Rivera Fleet Maintenance Facility. He stated this project included the removal of the entire structure including the concrete slab to allow for the installation of road base and asphalt. Prior to the installation of road base staff requested a subsurface analysis be conducted of the site by Central Florida Testing Laboratories, as an appropriate geological evaluation was not possible with the previous structure still in place. Subsequent to the testing, an estimated 200 to 250 cubic yards of grout was estimated to stabilize the subsurface. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council.

Motion made by Brian Jonas, and seconded by Matt Murphy to approve the item as presented. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

10. Communications

Councilman Altman addressed Ms. Kinnard's questions from Vox Pop regarding the Palm District and the Geology Rocks exhibit and the property tax issue raised by Mr. Romagnoli. He spoke regarding the

Claude Pepper Center air conditioner replacement on the Consent Agenda. He would like to see a proposal to solicit some space for adult daycare services. He expressed condolences for Mr. Waller's passing. Deputy Mayor Jonas spoke regarding the Claude Pepper Center and extending services. He spoke regarding the Villa del Sol project and how it will bring people to our community. Mayor Davis spoke regarding projects being presented out in the community.

11. Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:24 p.m.

(signed) _____
Judy Meyers, MMC
City Clerk

ORDINANCE NO. 2026-2356

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

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

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

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

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

WHEREAS, this vacation is conditioned upon the Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"), and conveying to the City the property currently subject to an ingress/egress easement in the City's favor providing access to City's Fire Station #2 lying adjacent to the Properties; and

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

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

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

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

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

A. Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"); and

B. Applicant conveying to the City all right, title and interest in fee simple to the property currently subject to an ingress/egress easement in the City's favor providing access to City's Fire Station #2 and lying adjacent to the Properties, on the same day as Applicant's acquisition of title of the Properties, as legally described and shown in Exhibit "B" attached hereto.

Section 4. **Development Conditions.** This vacation is hereby further conditioned upon the satisfaction of the conditions set forth in this section.

A. Within thirty-six months (36) of the Effective Date of this Ordinance, Applicant shall commence vertical construction of the portion of the development provided for in Ordinance Number 2024-2311, substantially as shown on the portion of the site plan for the development attached hereto as Exhibit "C", generally consisting of the development of apartment buildings. For purposes hereof, the term "commence vertical construction" shall be defined as the installation and placement of all utilities and building foundations for all apartment buildings in the development contained within Exhibit "C". Within thirty (30) days of the satisfaction of this condition, the city manager shall cause a certificate of satisfaction of this condition to be recorded in the public records of Pasco County, Florida.

B. Applicant shall not abandon the development of the apartment buildings in the development contained within Exhibit "C" attached hereto. For purposes hereof, the term "abandon" shall be defined as Applicant's failure to request a city building inspection from the city building official under an active building permit for the portion of the development shown in Exhibit "C" in any one-year period after the certificate provided in paragraph A hereof is recorded. The issuance of a certificate of occupancy for all of the Exhibit "C" development apartment buildings shall be deemed satisfaction of this condition.

Section 5. **Reversion.** All right, title and interest in the Right-of-Way shall revert to the City of New Port Richey upon the failure of Applicant or any successor in interest to comply with the development conditions set forth in Section 4 hereof. The City Council shall have the authority to extend the deadlines provided herein by resolution within its sole and absolute discretion on good grounds. Upon the failure of Applicant or its successor to timely satisfy the development conditions set forth in Section 4 hereof, Applicant, or any successor in interest to Applicant, shall upon thirty days' notice thereof convey all right, title and interest to the Right-of-Way in fee simple to the City of New Port Richey, Florida. The provisions hereof shall be enforceable through injunctive relief, specific performance or other legal remedy. There shall be no waiver of this provision by any act of the City. The City Manager of City shall cause the recording of a notice of the reversion provided herefor in the public records of Pasco County, Florida if appropriate under the terms hereof.

Section 6. **Reparcel.** The applicants shall replat or reparcel, as appropriate, the properties lying adjacent to the vacated Right-of-Way, to combine each said lot or parcel, together the portion of the right-of-way adjacent thereto, as a single parcel, and any subdividing, reparcelling or replatting of said parcel shall hereafter be prohibited without approval of the City of New Port Richey.

Section 7. **Laws Applicable.** Nothing contained herein shall be construed to alter the application of all City laws, regulations and ordinances to the subject property.

Section 8. **Effective Date.** This Ordinance shall become effective immediately upon final passage as required by law and the completion of the title conditions set forth in Section 3 hereof. This ordinance shall not be recorded until the city manager has certified completion of the aforesaid condition.

Section 9. **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 10. **Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 4th day of May, 2026, 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 5th day of May, 2026.

ATTEST:

By: _____ By: _____
Judy Meyers, MMC, City Clerk 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 CAA 5-4-26

CERTIFICATION

I HEREBY CERTIFY that the conditions in Section 3 of this Ordinance has been met and satisfied as set forth herein and this Ordinance is in full force and effect this ____ day of _____, 2026.

_____
Debbie L. Manns, City Manager

LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "A"
ORDINANCE 2026-2356
Revised 04.29.26

PROPOSED LEGAL DESCRIPTION:
(WRITTEN BY TERMINUS SURVEYING, LLC.)

A PORTION OF HIGH STREET LYING IN SECTION 8, TOWNSHIP 26 NORTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 3 OF RUSH BROS PALM HAVEN ADDITION, AS DEPICTED ON PAGE 11 OF PLAT BOOK 2, PUBLIC RECORDS OF PASCO COUNTY; THENCE SOUTH 89 DEGREES 37 MINUTES 15 SECONDS EAST, ALONG THE NORTH RIGHT OF WAY LINE OF HIGH STREET, A DISTANCE OF 400.00 FEET TO THE SOUTHEAST CORNER OF LOT 14 SAID BLOCK 3; THENCE SOUTH 00 DEGREES 22 MINUTES 45 SECONDS WEST, A DISTANCE OF 35.00 FEET TO THE NORTH LINE OF BLOCK 1, C.E. CRAFTS SUBDIVISION NO. 5, AS DEPICTED ON PAGE 62 OF PLAT BOOK 2, SAID PUBLIC RECORDS, AND THE SOUTH RIGHT OF WAY LINE OF HIGH STREET; THENCE NORTH 89 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 480.13 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GRAND BOULEVARD (COUNTY ROAD 595) AS DEPICTED ON RIGHT OF WAY MAPS FOR FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 14007–1501; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 36 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 43.56 FEET TO THE SOUTHWEST CORNER OF THAT PART OF LOT 23, C.E. CRAFTS SUBDIVISION, UNIT 2, AS DEPICTED ON PAGE 36 OF PLAT BOOK 2, SAID PUBLIC RECORDS, LYING EASTERLY OF GRAND BOULEVARD AND THE NORTH RIGHT OF WAY LINE OF HIGH STREET; THENCE SOUTH 89 DEGREES 37 MINUTES 15 SECONDS EAST, ON AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 54.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,351 SQUARE FEET, MORE OR LESS

GENERAL NOTES:
1. **THIS IS NOT A SURVEY.**
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
6. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
7. ALL MEASUREMENTS ARE IN US SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOB INFORMATION:
DRAFTER: CMH
DRAWING DATE: 04/10/2026
CHECKED BY: JSM
JOB# 26000150
REVISIONS
04/13/26 CMH – ADDITION TO EAST
04/29/26 CMH – AREA
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TERMINUS SURVEYING

THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

CAMERON M. HARMON License Number 7483 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Cameron M Harmon
Date: 2026.04.29 06:23:20 -05'00'

CAMERON M. HARMON DATE
PROFESSIONAL SURVEYOR & MAPPER #7483
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:

PRIDGEN DEVELOPMENT, LLC

TERMINUS SURVEYING LLC.
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(813) 681–4481
www.TerminusSurveying.com
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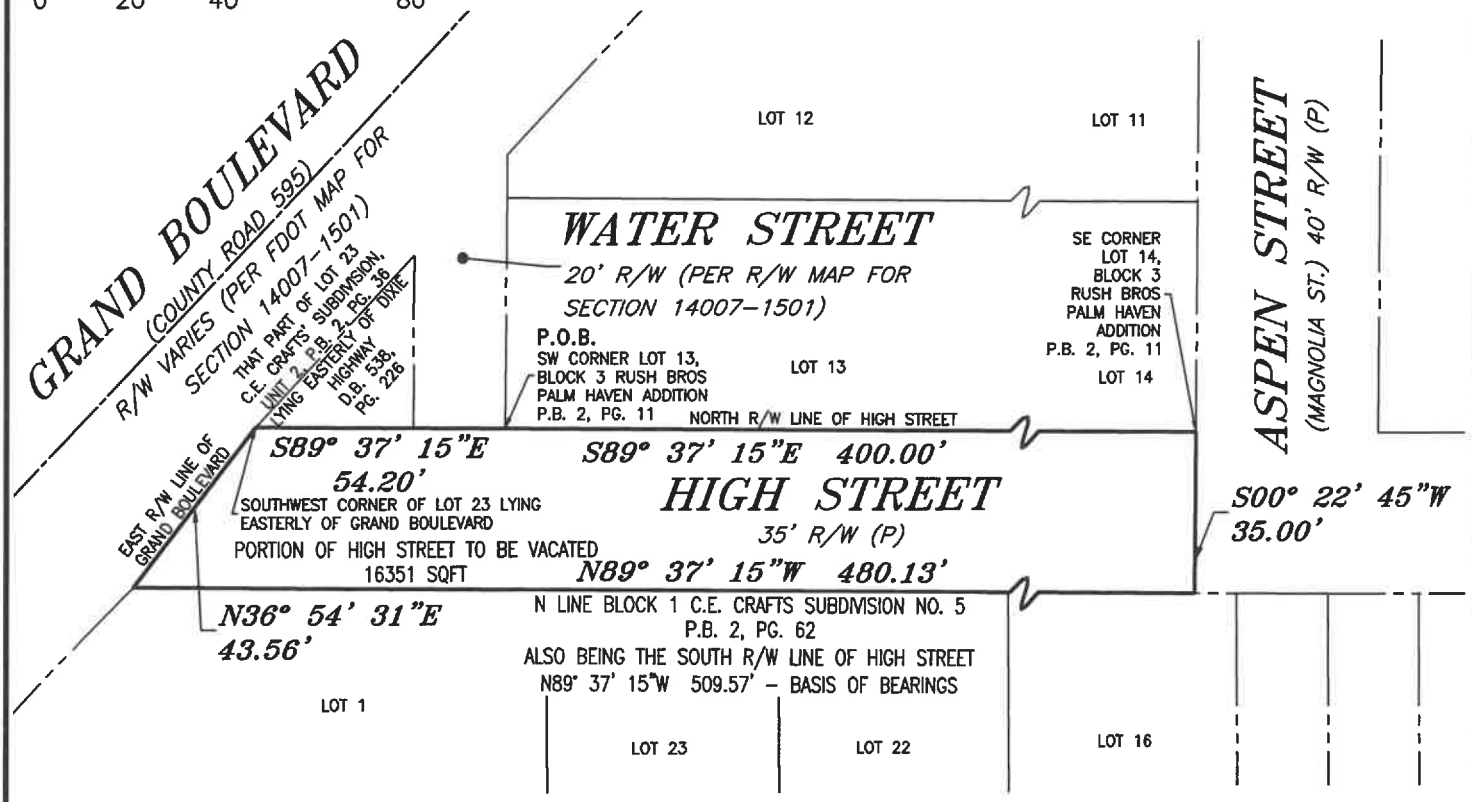
LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "A"
ORDINANCE 2026-2356
Revised 04.29.26

TERMINUS SURVEYING

1" = 40'
GRAPHIC SCALE
0 20' 40' 80'



BEARINGS ARE BASED ON THE NORTH LINE OF BLOCK 1, P.B. 2, PG. 62. SAID LINE BEARS N89° 37' 15"W, THIS IS NOT A SURVEY

HIGH STREET
PAGE 2 OF 2
(NOT VALID WITHOUT PAGE 1)

LEGEND	CERTIFIED TO:	JOB INFORMATION:
(C) CALCULATED (R) RECORD (L) LICENSED BUSINESS (P) PLAT (PL) PROPOSED LEGAL DESCRIPTION FDOT FLORIDA DEPARTMENT OF TRANSPORTATION P.B. PLAT BOOK P.O.B. POINT OF BEGINNING PG. PAGE R/W RIGHT OF WAY SQFT SQUARE FEET	PRIDGEN DEVELOPMENT, LLC	DRAFTER: CMH DRAWING DATE: 04/10/2026 CHECKED BY: JSM ***JOB# 26000150*** REVISIONS 04/13/26 CMH – ADDITION TO EAST 04/29/26 CMH – AREA

TERMINUS SURVEYING LLC.
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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "B"
ORDINANCE 2026-2356

PROPOSED LEGAL DESCRIPTION:
(WRITTEN BY TERMINUS SURVEYING, LLC.)

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 645, PAGE 0053, PASCO COUNTY PUBLIC RECORDS, LYING IN SECTION 8, TOWNSHIP 26 NORTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF MARINE PARKWAY (SUNSET BLVD), AS DEPICTED ON PAGE 404 OF MAP BOOK 1, SAID PUBLIC RECORDS, AND THE EAST RIGHT OF WAY LINE OF GRAND BOULEVARD (COUNTY ROAD 595) PER FLORIDA DEPARTMENT OF TRANSPORTATION MAPS FOR SECTION 14007–1501 ; THENCE NORTH 01 DEGREE 20 MINUTES 47 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 28.86 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1607, PAGE 664; THENCE SOUTH 89 DEGREES 39 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.00 FEET; THENCE SOUTH 10 DEGREES 37 MINUTES 33 SECONDS WEST, A DISTANCE OF 66.09 FEET TO THE NORTH RIGHT OF WAY LINE OF MARINE PARKWAY; THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING TWO COURSES: ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 322.35 FEET, A CENTRAL ANGLE OF 27 DEGREES 07 MINUTES 59 SECONDS, BEING SUBTENDED BY A LONG CHORD BEARING NORTH 75 DEGREES 53 MINUTES 06 SECONDS WEST, A CHORD DISTANCE OF 151.23 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 152.65 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 06 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 41.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 7584 SQUARE FEET, MORE OR LESS

GENERAL NOTES:
1. THIS IS NOT A SURVEY.
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
6. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
7. ALL MEASUREMENTS ARE IN US SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOB INFORMATION:
DRAFTER: CMH
DRAWING DATE: 04/13/2026
CHECKED BY: JSM
JOB# 26000150
REVISIONS
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TERMINUS SURVEYING

THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

CAMERON M. HARMON License Number 7483 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Cameron M Harmon
Date: 2026.04.13 14:58:00 -05'00'

CAMERON M. HARMON DATE
PROFESSIONAL SURVEYOR & MAPPER #7483
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:

PRIDGEN DEVELOPMENT, LLC

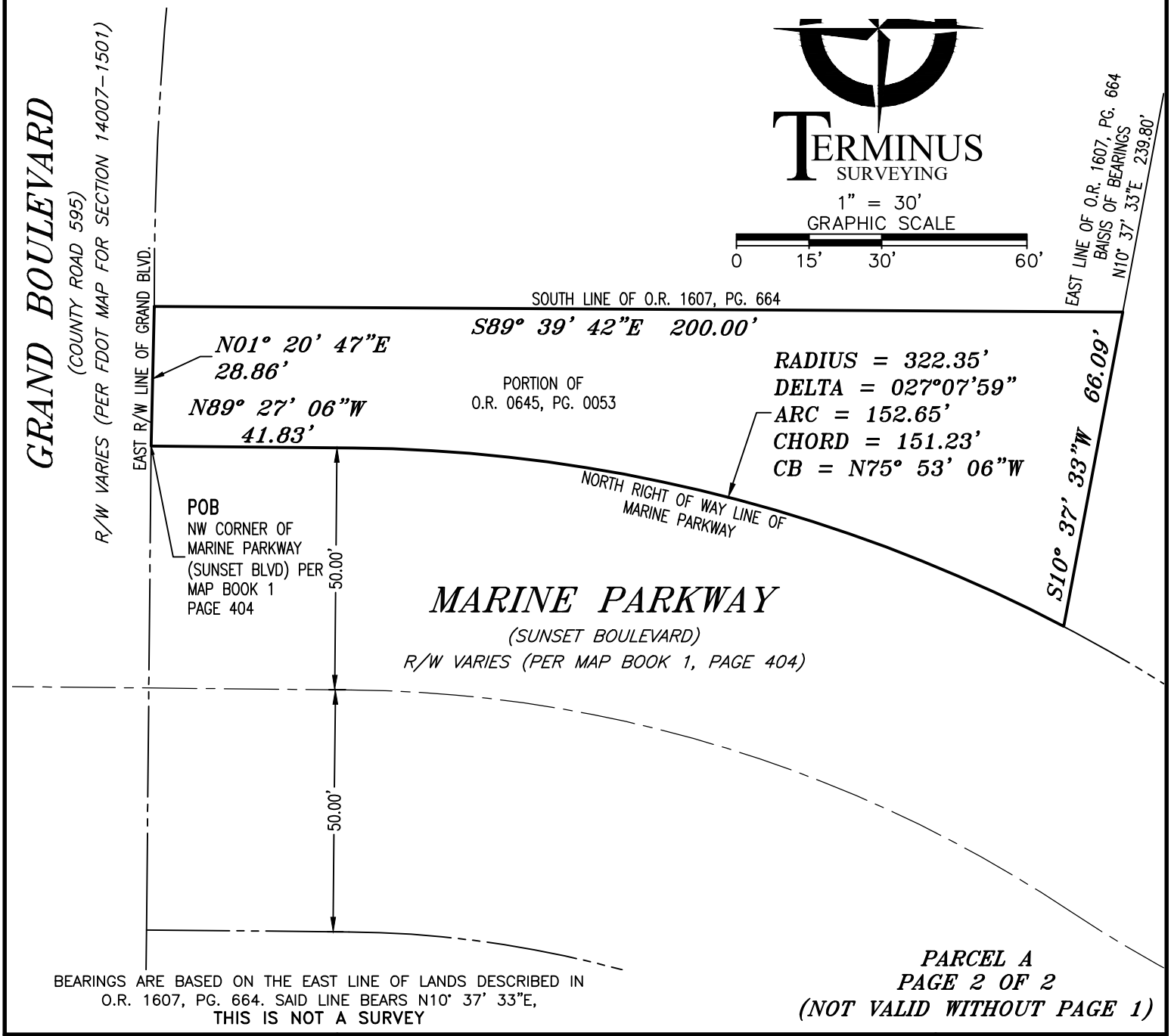
TERMINUS SURVEYING LLC.
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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "B"
ORDINANCE 2026-2356



BEARINGS ARE BASED ON THE EAST LINE OF LANDS DESCRIBED IN O.R. 1607, PG. 664. SAID LINE BEARS N10° 37' 33"E,
THIS IS NOT A SURVEY

PARCEL A
PAGE 2 OF 2
(NOT VALID WITHOUT PAGE 1)

LEGEND	CERTIFIED TO:	JOB INFORMATION:
(C) CALCULATED (R) RECORD (L) LICENSED BUSINESS (P) PLAT (PL) PROPOSED LEGAL DESCRIPTION FDOT FLORIDA DEPARTMENT OF TRANSPORTATION O.R. OFFICIAL RECORDS BOOK P.B. PLAT BOOK P.O.B. POINT OF BEGINNING PG. PAGE R/W RIGHT OF WAY SQFT SQUARE FEET	PRIDGEN DEVELOPMENT, LLC	DRAFTER: CMH DRAWING DATE: 04/13/2026 CHECKED BY: JSM JOB# 26000150 REVISIONS - - - - - - -

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EXHIBIT "C"
ORDINANCE 2026-2356



Overall Development

N

no scale



Development Area of Reference

Portion of the **Villa del Sol Project** generally consisting of the development of three buildings containing approximately 132 living units and associated facilities.

ORDINANCE NO. 2026-2357

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR VACATION OF A PORTION OF THE RIGHT-OF-WAY KNOWN AS GRAND BOULEVARD ALONG THE SOUTHEAST BOUNDARY LINE OF SAID RIGHT-OF-WAY; PROVIDING THAT SAID RIGHT-OF-WAY IS AS DEPICTED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the contract vendee of properties lying along and adjacent to the portion of the City right-of-way along the southeastern boundary line of the Grand Boulevard right-of-way, as depicted on Florida Department of Transportation right-of-way maps for Section 14007-1501, lying in Section 8, Township 26 North, Range 16 East, Pasco County, Florida, has requested the vacation of said right-of-way, as shown on the survey map and as legally described in Exhibit "A" attached hereto and incorporated herein (hereinafter collectively "Right-of-Way");

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

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

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

WHEREAS, this vacation is conditioned upon the Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"), and conveying to the City the property currently subject to an ingress/egress easement in the City's favor providing access to City's Fire Station #2 lying adjacent to the Properties; and

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

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

Section 1. **Vacation Grand Boulevard.** The City of New Port Richey, Florida, hereby vacates the portion of the right-of-way known as Grand Boulevard, as depicted on Florida Department of Transportation right-of-way maps for Section 14007-1501, lying in Section 8, Township 26 North, Range 16 East, Pasco County, Florida, and running along the southeast boundary line of said right-of-way adjacent to the High Street and Grand Boulevard rights-of-way intersection, as shown on that certain survey prepared for this vacation request and more particularly described in the Legal Description and survey map attached hereto and made a part hereof as Exhibit "A" attached hereto ("Right-of-Way").

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

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

A. Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"); and

B. Applicant conveying to the City all right, title and interest in fee simple to the property currently subject to an ingress/egress easement in the City's favor providing access to City's Fire Station #2 and lying adjacent to the Properties, on the same day as Applicant's acquisition of title of the Properties, as legally described and shown in Exhibit "B" attached hereto.

Section 4. **Development Conditions.** This vacation is hereby further conditioned upon the satisfaction of the conditions set forth in this section.

A. Within thirty-six (36) months of the Effective Date of this Ordinance, Applicant shall commence vertical construction of the portion of the development provided for in Ordinance Number 2024-2311, substantially as shown on the portion of the site plan for the development attached hereto as Exhibit "C", generally consisting of the development of apartment buildings. For purposes hereof, the term "commence vertical construction" shall be defined as the installation and placement of all utilities and building foundations for all apartment buildings in the development contained within Exhibit "C". Within thirty (30) days of the satisfaction of this condition, the city manager shall cause a certificate of satisfaction of this condition to be recorded in the public records of Pasco County, Florida.

B. Applicant shall not abandon the development of the apartment buildings in the development contained within Exhibit "C" attached hereto. For purposes hereof, the term "abandon" shall be defined as Applicant's failure to request a city building inspection from the city building official under an active building permit for the portion of the development shown in Exhibit "C" in any one-year period after the certificate provided in paragraph A hereof is recorded. The issuance of a certificate of occupancy for all of the Exhibit "C" development apartment buildings shall be deemed satisfaction of this condition.

Section 5. **Reversion.** All right, title and interest in the Right-of-Way shall revert to the City of New Port Richey upon the failure of Applicant or any successor in interest to comply with the development conditions set forth in Section 4 hereof. The City Council shall have the authority to extend the deadlines provided herein by resolution within its sole and absolute discretion on good grounds. Upon the failure of Applicant or its successor to timely satisfy the development conditions set forth in Section 4 hereof, Applicant, or any successor in interest to Applicant, shall upon thirty days' notice thereof convey all right, title and interest to the Right-of-Way in fee simple to the City of New Port Richey, Florida. The provisions hereof shall be enforceable through injunctive relief, specific performance or other legal remedy. There shall be no waiver of this provision by any act of the City. The City Manager of City shall cause the recording of a notice of the reversion provided herefor in the public records of Pasco County, Florida if appropriate under the terms hereof.

Section 6. **Reparcel.** The applicants shall replat or reparcel, as appropriate, the properties lying adjacent to the vacated Right-of-Way, to combine each said lot or parcel, together the portion of the right-of-way adjacent thereto, as a single parcel, and any subdividing, reparcelling or replatting of said parcel shall hereafter be prohibited without approval of the City of New Port Richey.

Section 7. **Laws Applicable.** Nothing contained herein shall be construed to alter the application of all City laws, regulations and ordinances to the subject property.

Section 8. **Effective Date.** This Ordinance shall become effective immediately upon final passage as required by law and the completion of the title conditions set forth in Section 3 hereof. This ordinance shall not be recorded until the city manager has certified completion of the aforesaid condition.

Section 9. **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 10. **Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 4th day of May, 2026, 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 5th day of May, 2026.

ATTEST:

By: _____ By: _____
Judy Meyers, MMC, City Clerk 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 CAA 5-4-26

CERTIFICATION

I HEREBY CERTIFY that the conditions in Section 3 of this Ordinance has been met and satisfied as set forth herein and this Ordinance is in full force and effect this ____ day of _____, 2026.

_____
Debbie L. Manns, City Manager

LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "A"
ORDINANCE 2026-2357

PROPOSED LEGAL DESCRIPTION:
(WRITTEN BY TERMINUS SURVEYING, LLC.)

A PORTION OF GRAND BOULEVARD AD DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR SECTION 14007–1501, LYING IN SECTION 8, TOWNSHIP 26 NORTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 23 IN C.E CRAFTS; SUBDIVISION UNIT 2, AS DEPICTED ON PAGE 36 OF PLAT BOOK 2 IN THE PUBLIC RECORDS OF PASCO COUNTY AND THE NORTH RIGHT OF WAY OF HIGH STREET; THENCE SOUTH 36 DEGREES 54 MINUTES 31 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF GRAND BOULEVARD, A DISTANCE OF 43.56 FEET TO THE SOUTH LINE OF HIGH STREET AND THE NORTH LINE OF BLOCK 1 IN C.E. CRAFTS SUBDIVISION NO. 5, AS DEPICTED ON PAGE 62 OF PLAT BOOK 2, SAID PUBLIC RECORDS, AND A CURVE TO THE LEFT HAVING A RADIUS OF 954.32 FEET, A CENTRAL ANGLE OF 19 DEGREES 39 MINUTES 44 SECONDS, AND BEING SUBTENDED BY A LONG CHORD BEARING SOUTH 34 DEGREES 45 MINUTES 12 SECONDS WEST, A CHORD DISTANCE OF 325.89 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, AND ALONG SAID CURVE A DISTANCE OF 327.50 FEET TO THE NORTH LINE OF RIDGE ROAD (SCHOOL ROAD) AND THE SOUTH LINE OF BLOCK 1 IN C.E. CRAFTS SUBDIVISION NO. 5, AS DEPICTED ON PAGE 62 OF PLAT BOOK 2, SAID PUBLIC RECORDS; THENCE ALONG THE EASTERN EDGE OF STREET–SCAPE IMPROVEMENTS FOR THE FOLLOWING SEVEN (7) COURSES: NORTH 19 DEGREES 07 MINUTES 42 SECONDS EAST, A DISTANCE OF 8.41 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 43 SECONDS EAST, A DISTANCE OF 28.27 FEET; THENCE NORTH 28 DEGREES 02 MINUTES 57 SECONDS EAST, A DISTANCE OF 81.58 FEET; THENCE NORTH 31 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 31.03 FEET; THENCE NORTH 39 DEGREES 28 MINUTES 55 SECONDS EAST, A DISTANCE OF 141.19 FEET; THENCE NORTH 44 DEGREES 02 MINUTES 34 SECONDS EAST, A DISTANCE OF 45.44 FEET; THENCE NORTH 39 DEGREES 07 MINUTES 07 SECONDS EAST, A DISTANCE OF 36.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 1031 SQUARE FEET, MORE OR LESS

GENERAL NOTES:
1. THIS IS NOT A SURVEY.
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
6. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
7. ALL MEASUREMENTS ARE IN US SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOB INFORMATION:
DRAFTER: CMH
DRAWING DATE: 04/16/2026
CHECKED BY: JSM
JOB# 26000150
REVISIONS
-
-
-
-
-
-
-

TERMINUS SURVEYING

THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

CAMERON M. HARMON License Number 7483 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Cameron M Harmon
Date: 2026.04.13 14:58:00 -05'00'

CAMERON M. HARMON DATE
PROFESSIONAL SURVEYOR & MAPPER #7483
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:

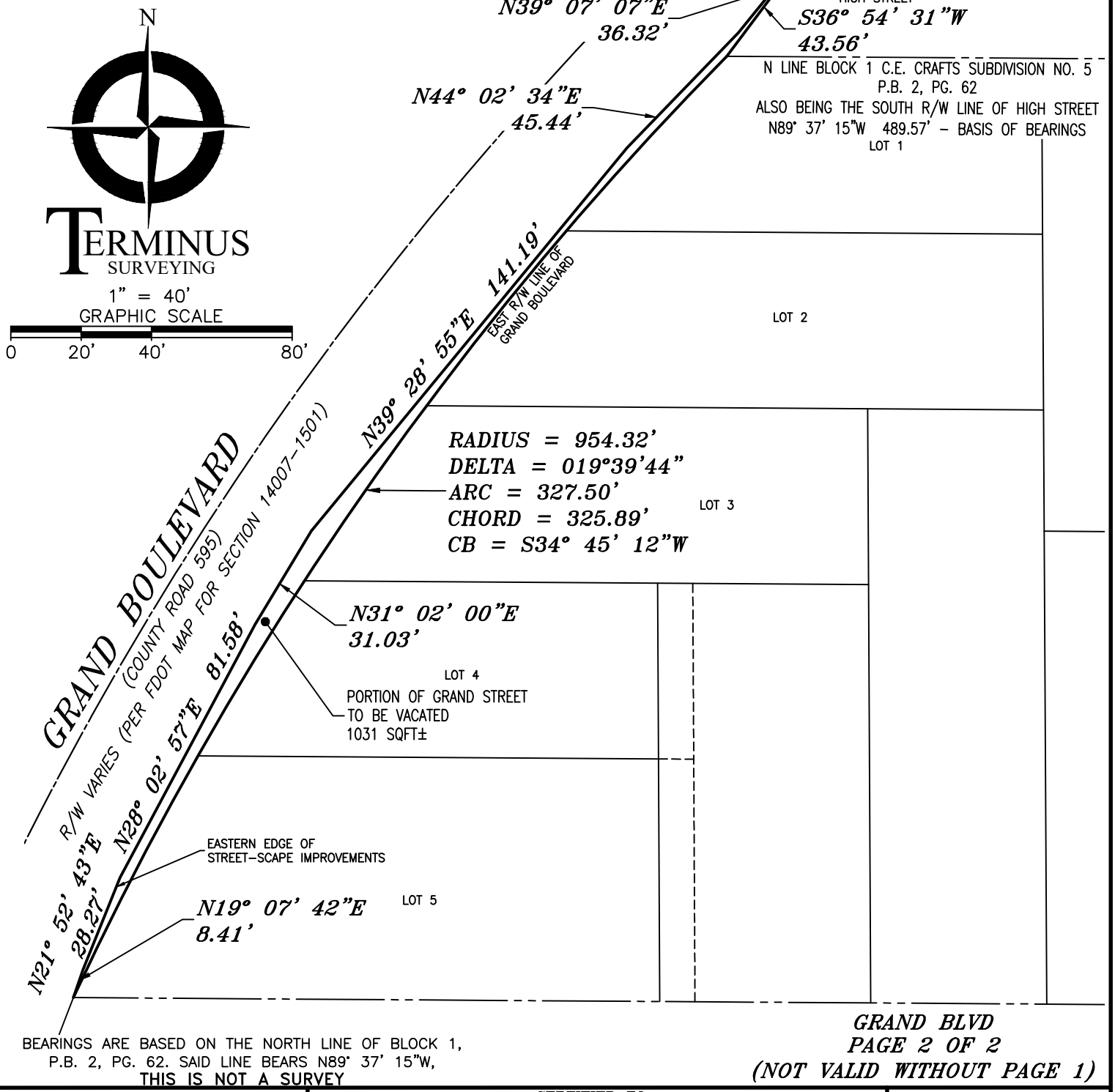
PRIDGEN DEVELOPMENT, LLC

TERMINUS SURVEYING LLC.
2752 JASON STREET
TAMPA, FLORIDA 33619
(813) 681–4481
www.TerminusSurveying.com
FrontDesk@TeamTerminus.com

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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA



LEGEND	CERTIFIED TO:	JOB INFORMATION:
(C) CALCULATED (R) RECORD (L) LICENSED BUSINESS (P) PLAT (PL) PROPOSED LEGAL DESCRIPTION FDOT FLORIDA DEPARTMENT OF TRANSPORTATION O.R. OFFICIAL RECORDS BOOK P.B. PLAT BOOK P.O.B. POINT OF BEGINNING PG. PAGE R/W RIGHT OF WAY SQFT SQUARE FEET	PRIDGEN DEVELOPMENT, LLC	DRAFTER: CMH DRAWING DATE: 04/16/2026 CHECKED BY: JSM JOB# 26000150 REVISIONS - - - - - - -

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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "B"
ORDINANCE 2026-2357

PROPOSED LEGAL DESCRIPTION:
(WRITTEN BY TERMINUS SURVEYING, LLC.)

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 645, PAGE 0053, PASCO COUNTY PUBLIC RECORDS, LYING IN SECTION 8, TOWNSHIP 26 NORTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF MARINE PARKWAY (SUNSET BLVD), AS DEPICTED ON PAGE 404 OF MAP BOOK 1, SAID PUBLIC RECORDS, AND THE EAST RIGHT OF WAY LINE OF GRAND BOULEVARD (COUNTY ROAD 595) PER FLORIDA DEPARTMENT OF TRANSPORTATION MAPS FOR SECTION 14007–1501 ; THENCE NORTH 01 DEGREE 20 MINUTES 47 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 28.86 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1607, PAGE 664; THENCE SOUTH 89 DEGREES 39 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.00 FEET; THENCE SOUTH 10 DEGREES 37 MINUTES 33 SECONDS WEST, A DISTANCE OF 66.09 FEET TO THE NORTH RIGHT OF WAY LINE OF MARINE PARKWAY; THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING TWO COURSES: ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 322.35 FEET, A CENTRAL ANGLE OF 27 DEGREES 07 MINUTES 59 SECONDS, BEING SUBTENDED BY A LONG CHORD BEARING NORTH 75 DEGREES 53 MINUTES 06 SECONDS WEST, A CHORD DISTANCE OF 151.23 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 152.65 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 06 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 41.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 7584 SQUARE FEET, MORE OR LESS

GENERAL NOTES:
1. THIS IS NOT A SURVEY.
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
6. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
7. ALL MEASUREMENTS ARE IN US SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOB INFORMATION:
DRAFTER: CMH
DRAWING DATE: 04/13/2026
CHECKED BY: JSM
JOB# 26000150
REVISIONS
-
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TERMINUS SURVEYING

THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

CAMERON M. HARMON License Number 7483 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Cameron M Harmon
Date: 2026.04.13 14:58:00 -05'00'

CAMERON M. HARMON DATE
PROFESSIONAL SURVEYOR & MAPPER #7483
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:

PRIDGEN DEVELOPMENT, LLC

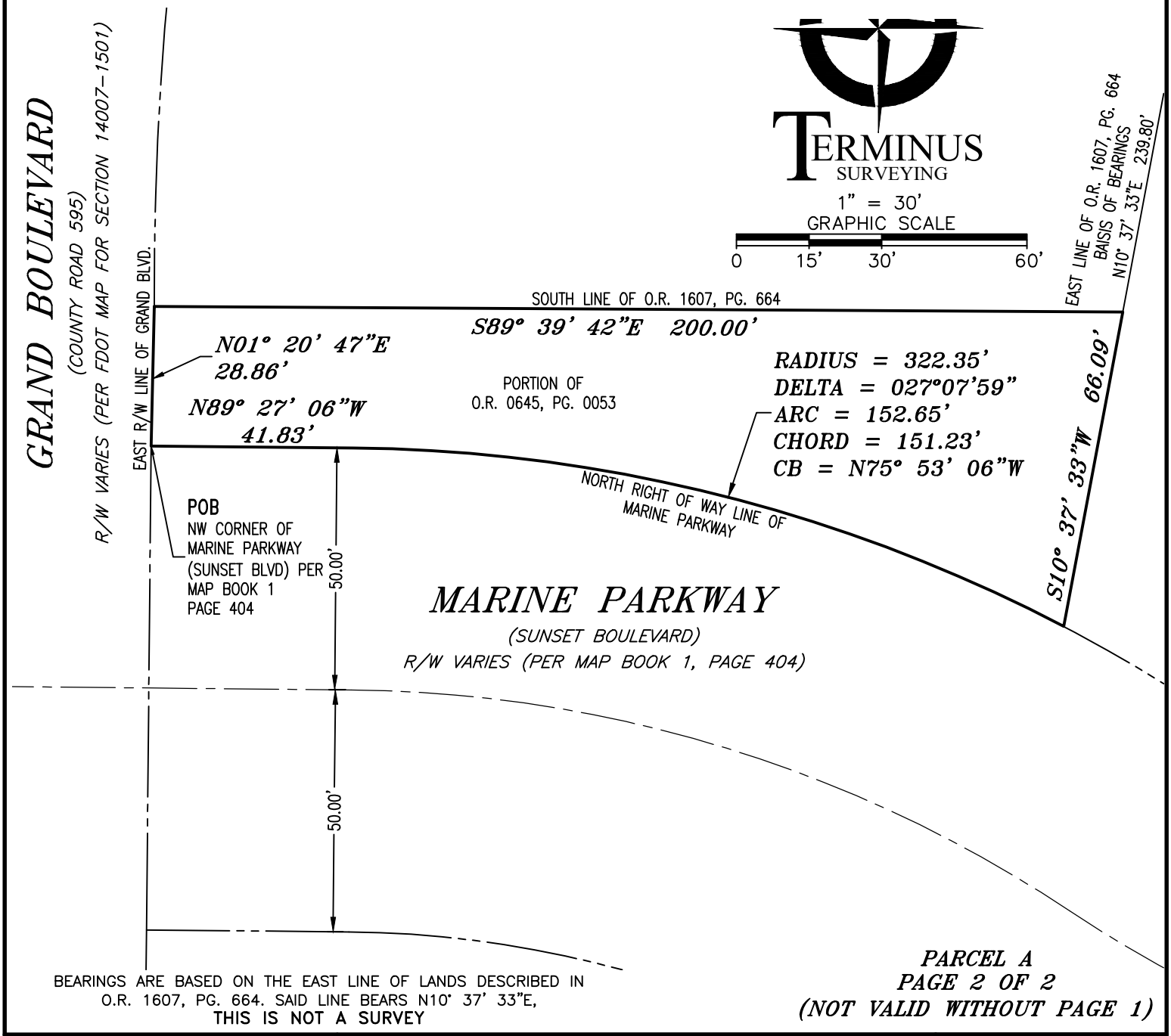
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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "B"
ORDINANCE 2026-2357



BEARINGS ARE BASED ON THE EAST LINE OF LANDS DESCRIBED IN O.R. 1607, PG. 664. SAID LINE BEARS N10° 37' 33"E,
THIS IS NOT A SURVEY

PARCEL A
PAGE 2 OF 2
(NOT VALID WITHOUT PAGE 1)

LEGEND	CERTIFIED TO:	JOB INFORMATION:
(C) CALCULATED (R) RECORD (L) LICENSED BUSINESS (P) PLAT (PL) PROPOSED LEGAL DESCRIPTION FDOT FLORIDA DEPARTMENT OF TRANSPORTATION O.R. OFFICIAL RECORDS BOOK P.B. PLAT BOOK P.O.B. POINT OF BEGINNING PG. PAGE R/W RIGHT OF WAY SQFT SQUARE FEET	PRIDGEN DEVELOPMENT, LLC	DRAFTER: CMH DRAWING DATE: 04/13/2026 CHECKED BY: JSM JOB# 26000150 REVISIONS - - - - - - -

TERMINUS SURVEYING LLC.
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EXHIBIT "C"
ORDINANCE 2026-2357



Overall Development

N

no scale



Development Area of Reference

Portion of the **Villa del Sol Project** generally consisting of the development of three buildings containing approximately 132 living units and associated facilities.

ORDINANCE NO. 2026-2358

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR THE VACATION OF A PORTION OF THE RIGHT-OF-WAY KNOWN AS WATER STREET, RUNNING BETWEEN GRAND BOULEVARD AND HIGH STREET, AND DEDICATED IN THE PLAT OF RUSH BROTHERS PALM HAVEN ADDITION TO NEW PORT RICHEY, RECORDED IN PLAT BOOK 2, PAGE 11 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the contract vendee of properties lying along and adjacent to the portion of the City right-of-way known as Water Street, running between Grand Boulevard and High Street, as dedicated in the plat of Rush Brothers Palm Haven Addition to New Port Richey, recorded in Plat Book 2, Page 11 of the public records of Pasco County, Florida, has requested the vacation of said right-of-way, as shown on the survey map and as legally described in Exhibit "A" attached hereto and incorporated herein (hereinafter "Right-of-Way");

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

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

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

WHEREAS, this vacation is conditioned upon the Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"), and conveying to the City the property currently subject to an ingress/egress easement in the City's favor providing access to City's Fire Station #2 lying adjacent to the Properties; and

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

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

Section 1. **Vacation Water Street.** The City of New Port Richey, Florida, hereby vacates the portion of the right-of-way known as Water Street, dedicated in the plat of Rush Brothers Palm Haven Addition to New Port Richey, recorded in Plat Book 2, Page 11 of the public records of Pasco County, Florida, and running between High Street and Grand Boulevard, as shown on that certain survey prepared for this vacation request and more particularly described in the Legal Description and survey map attached hereto and made a part hereof as Exhibit "A" attached hereto ("Right-of-Way").

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

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

A. Applicant obtaining title to all properties lying adjacent to and touching the Right-of-Way and all others described in Ordinance Number 2024-2311 (herein referred to collectively as "Properties"); and

B. Applicant conveying to the City all right, title and interest in fee simple to the property currently subject to an ingress/egress easement in the City's favor providing access to City's Fire Station #2 and lying adjacent to the Properties, on the same day as Applicant's acquisition of title of the Properties, as legally described and shown in Exhibit "B" attached hereto.

Section 4. **Development Conditions.** This vacation is hereby further conditioned upon the satisfaction of the conditions set forth in this section.

A. Within thirty-six (36) months of the Effective Date of this Ordinance, Applicant shall commence vertical construction of the portion of the development provided for in Ordinance Number 2024-2311, substantially as shown on the portion of the site plan for the development attached hereto as Exhibit "C", generally consisting of the development of apartment buildings. For purposes hereof, the term "commence vertical construction" shall be defined as the installation and placement of all utilities and building foundations for all apartment buildings in the development contained within Exhibit "C". Within thirty (30) days of the satisfaction of this condition, the city manager shall cause a certificate of satisfaction of this condition to be recorded in the public records of Pasco County, Florida.

B. Applicant shall not abandon the development of the apartment buildings in the development contained within Exhibit "C" attached hereto. For purposes hereof, the term "abandon" shall be defined as Applicant's failure to request a city building inspection from the city building official under an active building permit for the portion of the development shown in Exhibit "C" in any one-year period after the certificate provided in paragraph A hereof is recorded. The issuance of a certificate of occupancy for all of the Exhibit "C" development apartment buildings shall be deemed satisfaction of this condition.

Section 5. **Reversion.** All right, title and interest in the Right-of-Way shall revert to the City of New Port Richey upon the failure of Applicant or any successor in interest to comply with the development conditions set forth in Section 4 hereof. The City Council shall have the authority to extend the deadlines provided herein by resolution within its sole and absolute discretion on good grounds. Upon the failure of Applicant or its successor to timely satisfy the development conditions set forth in Section 4 hereof, Applicant, or any successor in interest to Applicant, shall upon thirty days' notice thereof convey all right, title and interest to the Right-of-Way in fee simple to the City of New Port Richey, Florida. The provisions hereof shall be enforceable through injunctive relief, specific performance or other legal remedy. There shall be no waiver of this provision by any act of the City. The City Manager of City shall cause the recording of a notice of the reversion provided herefor in the public records of Pasco County, Florida if appropriate under the terms hereof.

Section 6. **Reparcel.** The applicants shall replat or reparcel, as appropriate, the properties lying adjacent to the vacated Rights-of-Way, to combine each said lot or parcel, together the portion of the right-of-way adjacent thereto, as a single parcel, and any subdividing, reparcelling or replatting of said parcel shall hereafter be prohibited without approval of the City of New Port Richey.

Section 7. **Laws Applicable.** Nothing contained herein shall be construed to alter the application of all City laws, regulations and ordinances to the subject property.

Section 8. **Effective Date.** This Ordinance shall become effective immediately upon final passage as required by law and the completion of the title conditions set forth in Section 3 hereof. This ordinance shall not be recorded until the city manager has certified completion of the aforesaid condition.

Section 9. **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 10. **Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 4th day of May, 2026, 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 5th day of May, 2026.

ATTEST:

By: _____ By: _____
Judy Meyers, MMC, City Clerk 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 CAA 5-4-26

CERTIFICATION

I HEREBY CERTIFY that the conditions in Section 3 of this Ordinance has been met and satisfied as set forth herein and this Ordinance is in full force and effect this ____ day of _____, 2026.

_____
Debbie L. Manns, City Manager

LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "A"
ORDINANCE 2026-2358

PROPOSED LEGAL DESCRIPTION:
(WRITTEN BY TERMINUS SURVEYING, LLC.)

A PORTION OF WATER STREET LYING IN SECTION 8, TOWNSHIP 26 NORTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 3 OF RUSH BROS PALM HAVEN ADDITION, AS DEPICTED ON PAGE 11 OF PLAT BOOK 2, PUBLIC RECORDS OF PASCO COUNTY; THENCE THENCE NORTH 89 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG THE NORTH LINE OF HIGH STREET, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF THAT PORTION OF LOT 23, C.E. CRAFTS SUBDIVISION, UNIT 2, AS DEPICTED ON PAGE 36 OF PLAT BOOK 2 SAID PUBLIC RECORDS LYING EASTERLY OF GRAND BOULEVARD; THENCE NORTH 00 DEGREES 25 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID PORTION OF LOT 23, A DISTANCE OF 37.46 FEET TO THE EAST RIGHT OF WAY LINE OF GRAND BOULEVARD; THENCE NORTH 42 DEGREES 47 MINUTES 35 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 29.68 FEET TO THE WEST LINE OF SAID BLOCK 3; THENCE SOUTH 00 DEGREES 25 MINUTES 10 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 59.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 968 SQUARE FEET, MORE OR LESS

GENERAL NOTES:
1. THIS IS NOT A SURVEY.
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
6. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
7. ALL MEASUREMENTS ARE IN US SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOB INFORMATION:
DRAFTER: CMH
DRAWING DATE: 04/10/2026
CHECKED BY: JSM
JOB# 26000150
REVISIONS
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-
-

TERMINUS SURVEYING

THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

CAMERON M. HARMON License Number 7483 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Cameron M Harmon
Date: 2026.04.13 14:58:00 -05'00'

CAMERON M. HARMON DATE
PROFESSIONAL SURVEYOR & MAPPER #7483
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:

PRIDGEN DEVELOPMENT, LLC

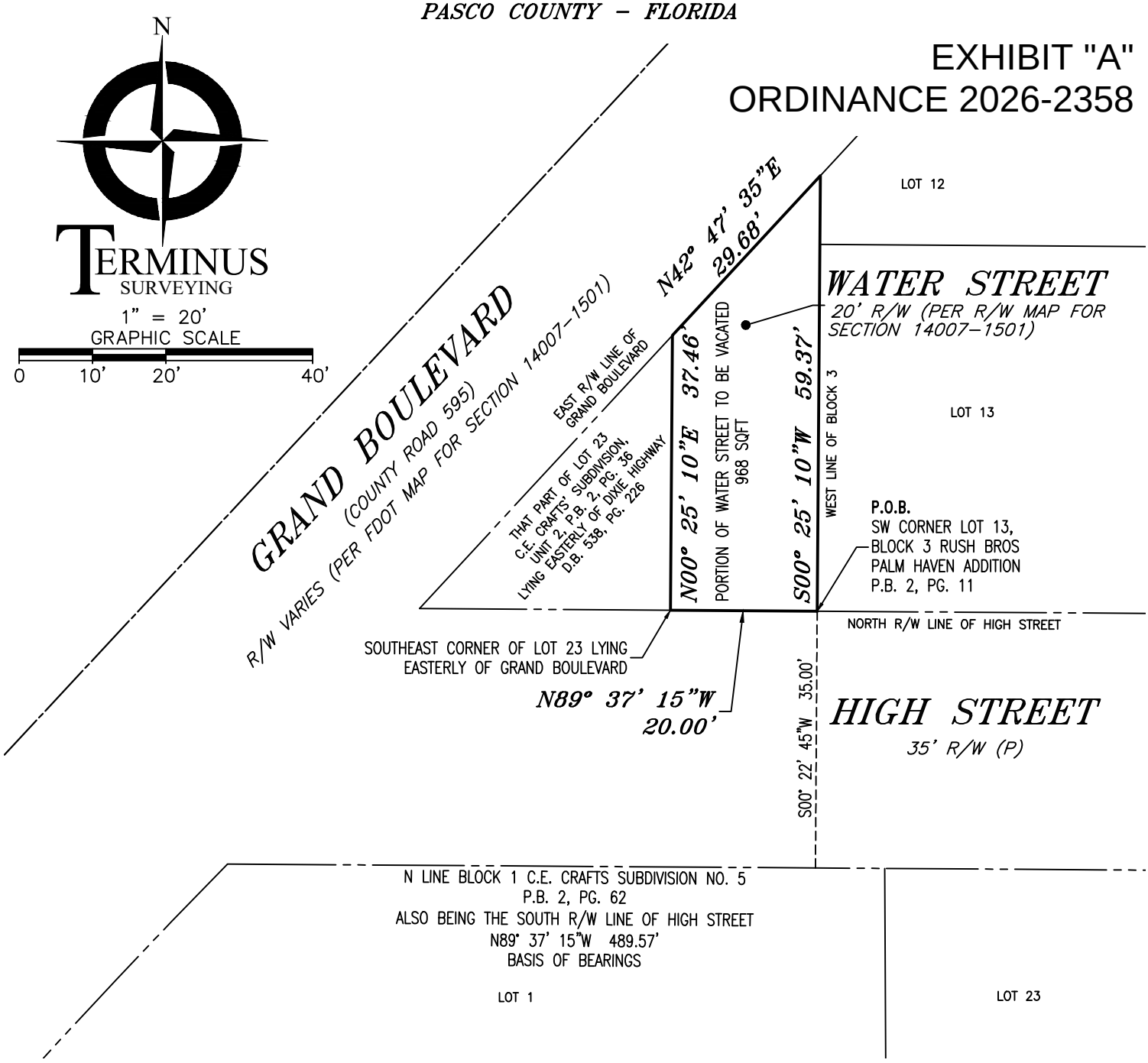
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FrontDesk@TeamTerminus.com

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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "A"
ORDINANCE 2026-2358



BEARINGS ARE BASED ON THE NORTH LINE OF BLOCK 1, P.B. 2, PG. 62. SAID LINE BEARS N89° 37' 15"W,
THIS IS NOT A SURVEY

PAGE 2 OF 2
(NOT VALID WITHOUT PAGE 1)

LEGEND	CERTIFIED TO:	JOB INFORMATION:
(C) CALCULATED (R) RECORD (L) LICENSED BUSINESS (P) PLAT (PL) PROPOSED LEGAL DESCRIPTION FDOT FLORIDA DEPARTMENT OF TRANSPORTATION P.B. PLAT BOOK P.O.B. POINT OF BEGINNING PG. PAGE R/W RIGHT OF WAY SQFT SQUARE FEET	PRIDGEN DEVELOPMENT, LLC	DRAFTER: CMH DRAWING DATE: 04/10/2026 CHECKED BY: JSM *JOB# 26000150*

TERMINUS SURVEYING LLC.
2752 JASON STREET
TAMPA, FLORIDA 33619
(813) 681-4481
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REVISIONS
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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "B"
ORDINANCE 2026-2358

PROPOSED LEGAL DESCRIPTION:
(WRITTEN BY TERMINUS SURVEYING, LLC.)

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 645, PAGE 0053, PASCO COUNTY PUBLIC RECORDS, LYING IN SECTION 8, TOWNSHIP 26 NORTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF MARINE PARKWAY (SUNSET BLVD), AS DEPICTED ON PAGE 404 OF MAP BOOK 1, SAID PUBLIC RECORDS, AND THE EAST RIGHT OF WAY LINE OF GRAND BOULEVARD (COUNTY ROAD 595) PER FLORIDA DEPARTMENT OF TRANSPORTATION MAPS FOR SECTION 14007–1501 ; THENCE NORTH 01 DEGREE 20 MINUTES 47 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 28.86 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1607, PAGE 664; THENCE SOUTH 89 DEGREES 39 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.00 FEET; THENCE SOUTH 10 DEGREES 37 MINUTES 33 SECONDS WEST, A DISTANCE OF 66.09 FEET TO THE NORTH RIGHT OF WAY LINE OF MARINE PARKWAY; THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING TWO COURSES: ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 322.35 FEET, A CENTRAL ANGLE OF 27 DEGREES 07 MINUTES 59 SECONDS, BEING SUBTENDED BY A LONG CHORD BEARING NORTH 75 DEGREES 53 MINUTES 06 SECONDS WEST, A CHORD DISTANCE OF 151.23 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 152.65 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 06 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 41.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 7584 SQUARE FEET, MORE OR LESS

GENERAL NOTES:
1. THIS IS NOT A SURVEY.
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
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5. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
6. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
7. ALL MEASUREMENTS ARE IN US SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOB INFORMATION:
DRAFTER: CMH
DRAWING DATE: 04/13/2026
CHECKED BY: JSM
JOB# 26000150
REVISIONS
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TERMINUS SURVEYING

THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

CAMERON M. HARMON License Number 7483 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Cameron M Harmon
Date: 2026.04.13 14:58:00 -05'00'

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PROFESSIONAL SURVEYOR & MAPPER #7483
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CERTIFIED TO:

PRIDGEN DEVELOPMENT, LLC

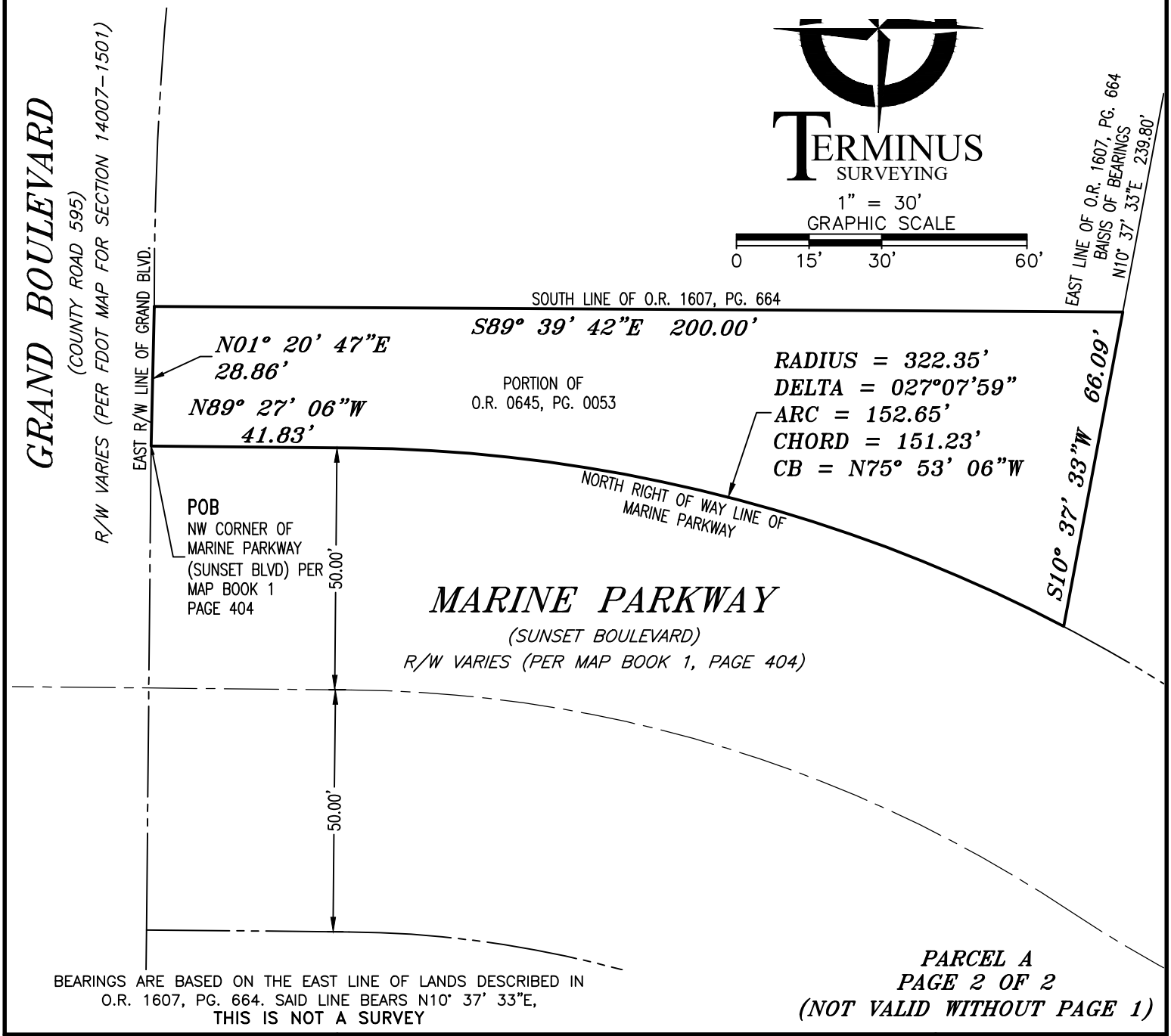
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LEGAL DESCRIPTION SKETCH

SECTION 08 – TOWNSHIP 26 SOUTH – RANGE 16 EAST
PASCO COUNTY – FLORIDA

EXHIBIT "B"
ORDINANCE 2026-2358



TERMINUS SURVEYING

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

BEARINGS ARE BASED ON THE EAST LINE OF LANDS DESCRIBED IN O.R. 1607, PG. 664. SAID LINE BEARS N10° 37' 33"E,
THIS IS NOT A SURVEY

PARCEL A
PAGE 2 OF 2
(NOT VALID WITHOUT PAGE 1)

LEGEND	CERTIFIED TO:	JOB INFORMATION:
(C) CALCULATED (R) RECORD (L) LICENSED BUSINESS (P) PLAT (PL) PROPOSED LEGAL DESCRIPTION FDOT FLORIDA DEPARTMENT OF TRANSPORTATION O.R. OFFICIAL RECORDS BOOK P.B. PLAT BOOK P.O.B. POINT OF BEGINNING PG. PAGE R/W RIGHT OF WAY SQFT SQUARE FEET	PRIDGEN DEVELOPMENT, LLC	DRAFTER: CMH DRAWING DATE: 04/13/2026 CHECKED BY: JSM JOB# 26000150 REVISIONS - - - - - - -

TERMINUS SURVEYING LLC.
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EXHIBIT "C"
ORDINANCE 2026-2358



Overall Development

N

no scale



Development Area of Reference

Portion of the **Villa del Sol Project** generally consisting of the development of three buildings containing approximately 132 living units and associated facilities.

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

TO: City of New Port Richey City Council

FROM: Crystal Dunn, Finance Department

DATE: May 19, 2026

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:
- Purchase Payments 5.19.26.pdf

PURCHASES/PAYMENTS FOR CITY COUNCIL APPROVAL

(No pay requests at this time.)

RECURRING EXPENDITURES OVER $25,000

Public Risk Management Insurance Coverage/3rd Quarter Payment	$459,593.00
Waste Pro of Florida Monthly Solid Waste Collection Fee – April	$211,907.19
Tampa Bay Water Monthly Usage – April	$131,253.65
Appalachian Material Services, Inc. Disposal of Bio-Solids – April 2026	$57,850.61
Lynch Fuel Company LLC Gasoline Delivery	$31,248.57
Duke Energy Monthly Usage – April 2026	$27,286.31

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

TO: City of New Port Richey City Council

FROM: Crystal Dunn, Finance Department

DATE: May 19, 2026

RE: Consideration of Amendments to the FY26 Adopted Budget

REQUEST:
The City Council is asked to review and approve the following amendments to the FY26 Adopted Budget:

- Transfer funds to cover the remaining balance of the unanticipated replacement of the Public Works Operations Center gate.
- Recognize grant funds from Tampa Bay Library Consortium to support the Adult Literacy Program.

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 budget amendments and transfer requests to the FY26 Adopted Budget.

BUDGET/FISCAL IMPACT:
The amendment allows for the acceptance of the donation and results in an overall increase of $1,000 to the General Fund specifically to the Library Department's Budget. The transfer request for the purchase of the PWOC gate results in no net change to the overall Governmental Funds as a result of this transfer.

ATTACHMENTS:

- 05.19.26 Budget Amendment - PWOC Gate.pdf
- 05.19.26 - TBLC Grant.pdf

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BUDGET AMENDMENT REQUEST

Date 5/19/2026 **NO.** _____

INCREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001101 46399	General	Improvements other than Bldgs	5,000	800	5,800

DECREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001101 43199	General	Professional Services - Misc	42,750	800	41,950

Explanation: Unforseen repair and replacement of front gate at PWOC.

Requested By: Colin Eichenmuller
Department Head

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

30630 Darby Rd.
Dade City, FL 33525
(727) 967-4159
chris@keelerfence.com

PREPARED FOR:
City Of New Port Richey
5919 Main Street
New Port Richey FL , 34652

macalusom@cityofnewportrichey.org

CONTRACT

PROPOSAL: CK04062602
VALID FOR: 30 Days
TERMS: Due on Completion
LEAD TIME: 4-6 Weeks

PROJECT LOCATION: Maintenance

We propose to furnish materials and labor for installation of fencing at the above referenced project location.
The scope of work is to be as follows:

- Remove existing damaged cantilever gate and haul away.
- Install new latch post and (2) new support posts.
- Install (1) 6' high x 28' wide black vinyl chain link cantilever slide gate. All posts to be set in concrete.
- All new nylon rollers with covers.

Cantilever Specs:
Hinge Post: 4" HT40 X 10' 6"
Color: Black

Price Includes: Labor, Materials, Tax..... **$5,792.61**

Exclusions: *Engineering, Unmarked Private Utilities & Any Obstructions In The Fence Line.*

Best Regards,
Chris Keeler

By signing below, you agree to the proposal above and the Terms & Conditions on the following pages.

Accepted: _____ **Date:** 260428

30630 Darby Rd.
Dade City, FL 33525
(727) 967-4159
chris@keelerfence.com

PREPARED FOR:
City Of New Port Richey
5919 Main Street
New Port Richey FL , 34652

macalusom@cityofnewportrichey.org

TERMS & CONDITIONS

(Page 1/2)

PROPOSAL: CK04062602
VALID FOR: 30 Days
TERMS: Due on Completion
LEAD TIME: 4-6 Weeks

PROJECT LOCATION: Maintenance

By signing the proposal on the preceding page, the customer acknowledges and agrees to the Terms & Conditions below:

1. Fence Placement
Keeler Fence can assist in identifying fence placement upon request; however, we do not assume responsibility for property line accuracy. If property markers are missing, we recommend the customer arrange a survey.

2. Verbal Agreements
Verbal agreements are not considered part of the contract and will not be honored as such. If your estimator mentioned something that is not listed in the contract, it will not be included in the work. Please ensure all discussed items are clearly included in the contract to guarantee accurate completion.

3. Underground Utilities
Keeler Fence will locate underground cables and utilities but is not responsible for sprinklers, unmarked water lines from the meter to the house, or other unmarked buried lines or structures.

4. Permits
Keeler Fence is responsible for obtaining any necessary permits for the project. If a permit requires a property survey, the customer must provide a survey prior to beginning work.

5. HOA Approval
Keeler Fence will follow any HOA requirements provided by the customer when quoting a project. If requested, we will provide photos, product specifications, and a proposed layout to assist the customer in obtaining HOA approval.

6. Deposit and Payment Terms
Page 1 of the contract will indicate the total project cost and whether a deposit is required. If a deposit is required, it must be received before materials are ordered or work begins. The deposit (if required) will be applied toward the total contract price. Final payment is due immediately upon substantial completion of the project, unless other payment terms are agreed to in advance. Payment may be made by cash, check, money order, or credit card.

7. Cancellations
If the customer cancels the project within five days of signing the contract, no fees will apply and any deposit (if collected) will be refunded. If the customer cancels after five days, or after materials have been ordered, the customer is responsible for all costs incurred by Keeler Fence, including but not limited to materials purchased or fabrication costs. In situations where the customer prevents, stops, or refuses work or materials after the project has begun, they agree to pay 50% of the total contract price or the cost of labor and materials already provided, whichever is higher.

30630 Darby Rd.
Dade City, FL 33525
(727) 967-4159
chris@keelerfence.com

PREPARED FOR:
City Of New Port Richey
5919 Main Street
New Port Richey FL , 34652

macalusom@cityofnewportrichey.org

TERMS & CONDITIONS

(Page 2/2)

PROPOSAL: CK04062602
VALID FOR: 30 Days
TERMS: Due on Completion
LEAD TIME: 4-6 Weeks

PROJECT LOCATION: Maintenance

By signing the proposal on the preceding page, the customer acknowledges and agrees to the Terms & Conditions below:

8. Right to Withdraw
Keeler Fence reserves the right to withdraw from any project prior to installation. If withdrawal occurs before materials are ordered or work has begun, any deposit will be refunded. Keeler Fence will make reasonable efforts to recommend alternatives when withdrawing from a project.

9. Scheduling
Keeler Fence will coordinate installation dates with the customer. Installation schedules are subject to change based on material availability, weather, and prior project commitments. The customer will be notified of any significant scheduling changes as soon as possible.

10. Warranty & Service Calls
Keeler Fence provides a 1-year workmanship warranty covering installation-related defects under normal use and conditions. Manufacturer warranties apply to all fence materials and products, and warranty claims will be processed according to the manufacturer's terms. This warranty does not cover damage caused by misuse, abuse, accidents, acts of nature, or modifications made after installation. Service calls requested outside of warranty coverage (such as adjustments, repairs, or inspections not related to workmanship defects) may be subject to a service fee, determined by the nature of the work and travel distance. Customers will be informed of any such fee prior to scheduling the service.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIALS SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

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BUDGET AMENDMENT REQUEST

Date 5/19/2026 **NO.** _____

INCREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001051 45293	General	Misc Program Costs - Grants	9,500	1,000	10,500
001 334750	General	Other Grant Funding	37,510	1,000	38,510

DECREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget

Explanation: To recognize grant funds from TBLC to support the Adult Literacy Program.

Requested By: Andrea Figart
Department Head

☑ Yes ☐ No

TBLC Innovation Grant Application

TBLC is pleased to offer three grants up to $1,000 each for innovative library projects. This initiative is meant to assist with developing new programs or services that fill a community need.

Purpose:

- The review committee is interested in projects that have potential to be further developed if successful, those that exhibit creativity, and concepts that will make a significant contribution to underserved populations.

Process:

- Applications are due Monday, April 6th.
- Awards will be announced no later than Friday, April 24th.
- All funds must be expended by the end of August, with some flexibility, e.g. unique applications to Summer Reading, etc.
- A short report of the experience will be highlighted at the 2026 TBLC Annual Membership Meeting.

Requirements:

- A short description of the project (no more than 250 words).
- A statement regarding how the project supports your library's mission and/or strategic plan (no more than 100 words).
- A statement regarding how the microgrant will be applied (no more than 100 words).
- A proposed budget outlining costs associated with the program (no more than 250 words).
- The project must have Library Director approval in advance of submitting the grant application.

Innovation Grant Committee: Renee Di Pilato, Margaret Hawkins, Tammy Parrott, and Lauren Rouhana

Project Manager Name *

Tori Ladd

Project Manager Contact Information (Email/Phone) *

laddt@cityofnewportrichey.org/7278531269

Library Director Name *

Andrea Figart

Library Director Contact Information (Email/Phone) *

figarta@cityofnewportrichey.org

Please provide a short description of your project and indicate why it is innovative * for your library (no more than 250 words).

The New Port Richey Public Library (NPRPL) is looking to forge an Adult Literacy Program, providing English for Speakers of Other Languages (ESOL) and Adult Basic Education (ABE). Along with group classes and one-on-one tutoring, we will also host monthly brunch events for the students to practice conversing with a relaxed and casual vibe. At the conversation café, coffee, tea, and pastries will be provided for the students along with ice-breaker questions, crafts, board games or other activities. Once the program takes off, we will explore incorporating a conversation lounge in the evening, serving mocktails and appetizers. In an effort to engage the community, we will ask volunteers to attend the brunch or lounge events and simply converse with the students. They may receive training on how to guide the conversation, how to politely correct pronunciation or grammar, etc. This is also a great opportunity to partner with local restaurants and coffee shops to provide the food and beverages.

The intent of these innovative practice sessions is to make the process of improving English skills comfortable and fun for patrons. While it is commonplace for libraries to offer an Adult Literacy Program, NPRPL's goal is to offer a novel experience which deepens their education and sense of community. Learning as an adult can feel daunting and, for some, shameful. Our goal is to show the adult students that the library is there to support them and cater not only to their educational needs, but to their emotional needs as well.

A statement regarding how the project supports your library's mission and/or * strategic plan (no more than 100 words).

NPRPL aims to transform lives with a curriculum that improves literacy, engages community, advances knowledge and sparks creative expression. The Adult Literacy Program featuring conversation practice events will improve literacy skills and advance the knowledge of participating patrons through one-on-one tutoring and group ESOL/ABE classes. It will engage the community through volunteering and local partnerships. And the accompanying crafts and other various activities will spark creative expression.

How will this microgrant be applied to your project (no more than 100 words)? *

The funds from this microgrant will be used to purchase workbooks from the Florida Literacy Coalition (FLC) for tutors to utilize during both one-on-one and group sessions. A portion of the funds will also be allocated to purchasing food and beverages from local partners, as well as craft supplies and other items to support the conversation practice events through August, 2026.

Proposed budget outlining costs associated with the program (no more than 250 words).

FLC Workbooks – $300
Food and Beverage – $500
Craft Supplies (etc.) – $200

This form was created inside of Tampa Bay Library Consortium.

Google Forms

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

TO: City of New Port Richey City Council

FROM: Andrea Figart, Library

DATE: May 19, 2026

RE: Second Reading, Ordinance No. 2026-2355: Amendments to Alcohol Ordinance
RE: Update Allowable Permits by Non-Profits

REQUEST:
The request is for City Council to conduct a second and final reading of an ordinance which will amend the City's alcohol ordinance regarding updating the allowable permits for non-profits per calendar year.

DISCUSSION:
The purpose of this agenda item is to update the City's ordinance regarding alcohol sales so that it will be in compliance with Section 561.422, Florida Statutes, and related provisions that allow for temporary alcoholic beverage permits for non-profit organizations. This request is to update the total number of allowable ABSEPs per applicant from 3 to 12 per calendar year.

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

BUDGET/FISCAL IMPACT:
None

ATTACHMENTS:
• ORD 2026-2355 Amendments to Alcohol Ordinance RE Update Allowable Permits by Non-Profits.pdf

ORDINANCE NO. 2026-2355

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF CHAPTER 3, SECTION 3-5, SUBSECTION (d), SUB-SUBSECTION (3) OF THE NEW PORT RICHEY CODE OF ORDINANCES; PERTAINING TO CONDITIONS FOR APPROVAL OF ALCOHOLIC BEVERAGE SPECIAL EVENT PERMITS; PROVIDING FOR AN INCREASE IN THE NUMBER OF PERMITS FOR NOT-FOR-PROFIT CORPORATIONS FROM THREE (3) TO TWELVE (12) PER YEAR; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Code restricts the allowable number of permits issued as alcoholic beverage special event permits to three per year for each not-for-profit corporation;

WHEREAS, Section 561.422 Florida Statutes, as part of the state beverage law, allows for up to 12 such permits to be issued to each entity per year;

WHEREAS, the City Council wishes to afford the opportunity for not-for-profit corporations to obtain the number of permits allowed under applicable state law; and

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

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

SECTION 1. Chapter 3, Section 3-5, Subsection (d), Sub-Subsection (3) of the Code of Ordinances, pertaining to conditions for approval of alcoholic beverage special event permits and providing as follows, is hereby repealed/amended as follows (strikeout text is deleted and underlined text is added):

(3) *Conditions for ABSEP approval.* The ABSEP shall be subject to the following requirements and conditions as well as any conditions imposed by the city council as part of its ABSEP approval.

a. No applicant shall be issued more than ~~three (3)~~ the number of ABSEP~~s~~ permits authorized under state law, pursuant to Section 561.422 Florida Statutes, per calendar year.

b. The applicant shall submit a site plan showing serving areas and shall mark the access point of the serving area with signs informing patrons that beer and wine are not to be taken past the perimeter of the area shown on the site plan, and the applicant shall staff the entrance with such personnel as are necessary to enforce this condition.

c. No ABSEP event may exceed three (3) consecutive days in duration.

d. The proposed sales and/or consumption of beer and wine must be associated with an event that is open to the public.

e. The proposed sales and/or consumption of beer and wine must not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.

f. The proposed sales and/or consumption of beer and wine must not entail extraordinary or burdensome expense or police operation by the city.

g. The sales and/or consumption of beer and wine must not be expected to result in violence, crime or disorderly conduct.

h. The applicant's representatives and those operating the event must meet state minimum age licensing requirements and have not been convicted of a felony or crime involving moral turpitude.

i. The applicant shall obtain all necessary federal, state and local permits to engage in the proposed sales and/or consumption of beer and wine.

j. Hours of operation for the sales and/or consumption of beer and wine shall be limited to noon through 11:00 p.m. for events held on Monday through Saturday and 1:00 p.m. to 9:00 p.m. for events held on Sunday; the applicant shall be fully responsible for enforcing the hours of operation; and the applicant shall be liable for the failure to enforce the hours of operation.

k. All beer and wine shall be served in plastic containers only, and no cans or glass containers shall be permitted.

l. The applicant shall provide for proper disposal of litter and waste resulting from the sale and/or consumption of beer and wine.

m. The applicant shall comply with all ordinances associated with permitting of events upon public property.

n. The sale, possession and consumption of beer and wine shall be confined to designated and secured areas as illustrated on the site map submitted with the ABSEP application. The sale of beer or wine shall be permitted only in locations indicated on the site map. Alcohol-free zones, if proposed, shall also be illustrated on the site map. The perimeter of the designated area shall be secured for the entire event. Only those alcoholic beverages that are sold by the applicant within the secured areas shall be permitted to be possessed, consumed, or purchased within the said secured areas. It shall be unlawful for any person to bring outside alcoholic beverages that were not purchased or procured through the event into

the secured areas. Any person who violates this proscription shall be subject to ejection from the event and shall be subject to arrest.

o. The applicant shall pay all costs of police and other city services attributable to the sale and/or consumption of beer and wine. On a case by case basis, the city council shall determine the number of city police officers that shall be required for each individual event. The applicant shall reimburse the city for costs incurred in providing such security, including off-duty police officers to be stationed at the playground located in Sims Park at the applicant's expense.

p. The applicant shall be responsible for ensuring that no person under the age of twenty-one (21) shall be permitted to possess, consume, or distribute any alcoholic beverage at the permitted event. Any person who desires to purchase, possess, or consume alcohol at a permitted event must first present proper identification establishing that such person is of legal age to purchase, possess and consume alcohol in the State of Florida, i.e., age twenty-one (21) or older. After displaying proper proof of legal age, the person desiring to purchase, possess, or consume alcohol shall receive a wristband from the applicant or his/her agent, which shall be attached to the said person's wrist and worn at all times during which that person possesses or consumes an alcoholic beverage at the permitted event. Each wristband shall be constructed of such a material, and in such a manner, that it cannot be removed without destroying or altering the physical form of the wristband.

q. The applicant is prohibited from serving or selling alcohol to any person who:

1. Appears intoxicated;
2. Is not wearing a wristband; or
3. Is wearing a wristband that is altered or destroyed.

r. The applicant shall provide additional rest room facilities (e.g., portable potties) as are necessary to serve patrons of the event.

s. Nothing contained herein shall be construed as a limitation on the city council's authority to impose additional or different conditions on an ABSEP.

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 5th day of May, 2026, 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 19th day of May, 2026.

ATTEST:

By: _____ By: _____
Judy Meyers, MMC, City Clerk 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 CAA4-28-26

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, Police Department

DATE: May 19, 2026

RE: First Reading, Ordinance No. 2026-2363: Amending Chapter 23, Code of Ordinances RE: Permanent Closure and Establishing Rules for Railroad Square

REQUEST:
The request before the City Council is to conduct a first reading and ordinance which will amend Division I, Article II, of Chapter 23, Code of Ordinances providing for the permanent closure of Nebraska Avenue between Adams Street and Grand Boulevard and establishing rules on RR Square (RRS).

DISCUSSION:
Ordinance No. 2026-2363 establishes rules and regulations that further the intent of making RRS a pedestrian-friendly area.

This ordinance in part establishes the following for RRS:

- The permanent closure of Nebraska Avenue from Adams Street to Grand Boulevard.
- The prohibiting of vehicles of any kind on Nebraska Avenue between Adams Street and Grand Boulevard.
- The establishment of wet zone hours in RRS from 4:00 p.m. on Fridays until 2:00 p.m. on Sundays. If a Monday falls on a legal holiday, the wet zone is extended to 2:00 p.m. on that Monday.
- The establishment of police trespass authority from the RRS area for people who violate state law, city ordinances, or who in any manner disturb the peace or engage in disorderly conduct.

City Attorney Tim Driscoll drafted Ordinance No. 2026-2363 and certified it as to legal form.

RECOMMENDATION:
Staff recommends that the City Council approve Ordinance No. 2026-2363 on its first reading.

BUDGET/FISCAL IMPACT:
No budget impact.

ATTACHMENTS:

- ORD 2026-2363 Railroad Sqaure Closure.pdf

ORDINANCE NO. 2026-2363

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF DIVISION 1, ARTICLE II, OF CHAPTER 23 OF THE CODE OF ORDINANCES, PERTAINING TO TRAFFIC SCHEDULES; PROVIDNG FOR THE PERMANENT CLOSURE OF NEBRASKA AVENUE BETWEEN ADAMS STREET AND GRAND BOULEVARD, COMMONLY REFERRED TO AS RAILROAD SQUARE; PROVIDING FOR AMENDMENT OF SECTION 3-5 OF CHAPTER 3, PERTAINING TO ALCOHOLIC BEVERAGES; PROVIDING FOR INCLUSION OF CAVALAIRE SQUARE AND OTHER AREAS WITHIN RAILROAD SQUARE; PROVIDING FOR ALLOWANCE OF ALCOLOHIC BEVERAGES IN RAILROAD SQUARE DURING DESIGNATED TIMES; PROVIDING FOR AMENDMENT OF SECTION 23-46 OF CHAPTER 23 OF THE CODE OF ORDINANCES, PERTAINING TO ONE-WAY STREETS; PROVIDING FOR REMOVAL OF NEBRASKA AVENUE THEREFROM; PROVIDING FOR THE POSTING OF APPROPRIATE SIGNS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REPEAL OF RESOLUTION 2026-12, PERTAINING TO THE PERIODIC CLOSURE OF RAILROAD SQUARE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City has made improvements to Nebraska Avenue between Adams Street and Grand Boulevard, commonly referred to as “Railroad Square”;

WHEREAS, the foregoing improvements have resulted in the reduction in the vehicle travel portion of the public right-of-way of Railroad Square;

WHEREAS, the improvements will result in the presence of more pedestrians in a greater area of Railroad Square and have transformed the area into a pedestrian entertainment area;

WHEREAS, the City Council finds that the presence of vehicles in Railroad Square constitutes a hazard to the general public's health, safety, and welfare; and

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

that the provisions and prohibitions herein are in pursuance of and for the purpose of securing and promoting the public health, safety, welfare and quality of life in the City in accordance with the City's police powers.

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

SECTION 1. Nebraska Avenue Closure. Division 1 of Article II of Chapter 23 of the Code of Ordinances, pertaining to traffic schedules, generally, is hereby amended to add Section 23-21 thereto, pertaining to closure of Nebraska Avenue, as follows (strike-out text is removed and underlined text is added):

Sec. 23-21. Nebraska Avenue Closure.

No vehicle of any kind, including an automobile, truck, mobile food dispensing vehicle, mobile food unit, golf cart, trailer or other vehicle of any kind, shall travel upon, enter, be parked, stopped, idling or left standing on Nebraska Avenue between Adams Street and Grand Boulevard at any time, including for the making of deliveries from vehicles. Nothing contained herein shall pertain to police, fire or other emergency vehicles.

SECTION 2. Alcoholic Beverages. Section 3-5 of Chapter 3 of the Code of Ordinances, pertaining to alcoholic beverages on public property, is hereby amended, as follows (strike-out text is removed and underlined text is added):

Sec. 3-5. Possession, consumption and sale of alcoholic beverages on public property.

(a) *Definitions.* For purposes of this section, the following terms shall have the following meanings:

Alcoholic beverages shall mean any beer, wine, spirits, liquor or any other intoxicating beverage defined or alcoholic beverage as defined in F.S. § 561.01, as may be amended from time to time.

Alcoholic beverage special event permit ("ABSEP") shall mean that certain permit issued by the city council pursuant to this section.

Applicant shall mean any incorporated business, company, or corporate entity hosting a special event within the city and applying for an alcoholic beverage special event permit under this section.

Beer shall have the meaning prescribed by F.S. § 563.01, as may be amended from time to time.

City manager shall mean the officer established in article III of the City Charter or his or her designee.

Railroad Square shall mean the area consisting of the right-of-way of Nebraska Avenue running between Adams Street and Grand Boulevard, the city property commonly referred to as Cavalaire Square adjacent to the right-of-way of Missouri Avenue, and the parking area, driveways and easements lying between the right-of-way of Missouri Avenue and the right-of-way of Nebraska Avenue, generally depicted in the following map:



Railroad Square Wet Zone Hours shall mean the time from 4:00 p.m. each Friday until 2:00 p.m. the following Sunday, or 2:00 p.m. the following Monday that is a legal holiday, and any other time designated from time to time by resolution of the city council.

Wine shall have the meaning prescribed by F.S. § 564.01, as may be amended from time to time.

(b) *Prohibition of consumption.*

(1) Unless specifically enumerated in subsection (c), it shall be unlawful for any person to consume or possess an open container of alcoholic beverages on any property owned by the city, public parks, public sidewalks and rights-of-way, street, alley, public or semi-public parking lots or semi-public spaces, including areas used by the public in conjunction with any business, enterprise, commercial establishment, office building, or apartment building, within the city.

(2) It shall be an affirmative defense that the consumption and/or possession of an open container was within the licensed premises as evidenced by the license and/or permit issued by the state.

a. As used in subsection (1), "open container" means any vessel or container containing an alcoholic beverage, including, but not limited to beer or wine, which is immediately capable of consumption or the seal of which has been broken.

b. An open container shall be considered to be in the possession of the person if the container is in the physical control of ~~or~~ such person.

(c) *Exceptions.* The following are exempt from the prohibitions of subsection (b) above:

(1) Alcoholic beverages served and consumed at a duly licensed restaurant, sidewalk café, or street café, pursuant to chapter 7 of the New Port Richey Land Development Code;

(2) Alcoholic beverages possessed or ~~served by a duly licensed business entity at the property located along Nebraska Avenue known as "Railroad Square," and~~ consumed within the boundaries of Railroad Square, as defined herein, during Railroad Square Wet Zone Hours, as defined herein ~~or while safely crossing Nebraska Avenue right-of-way from Grand Boulevard at a designated crosswalk, provided that notice has been provided to the city manager at least thirty (30) days prior to the date of the event and if, in the sole discretions of the city manager, police or other city services are required, the business entity(ies) giving notice of the event shall be solely responsible for all costs of police and other city services~~;

(3) Alcoholic beverages served by a duly licensed business entity abutting the city owned parking lots located at 5645 Missouri Avenue and on the south side of Missouri Avenue one hundred fifty (150) feet west of Grand Boulevard and consumed within the boundaries of such lots, provided that notice has been provided to the city manager at least thirty (30) days prior to the date of the event and if, in the sole discretions of the city manager, police or other city services are required, the business entity(ies) giving notice of the event shall be solely responsible for all costs of police and other city services;

(4) Alcoholic beverages served and consumed at the city's Peace Hall property pursuant to a duly executed lease or rental of the Peace Hall property;

~~(5) Alcoholic beverages served and consumed at the city's incubator property pursuant to a duly executed lease or rental of the incubator property;~~

(5~~6~~) Alcoholic beverages served and consumed at the city's historical society property and/or gazebo associated therewith pursuant to a duly executed lease or rental of the historical society property and/or gazebo;

(6~~7~~) Beer and/or wine served and consumed pursuant to an alcoholic beverages special event permit (ABSEP) issued by the city in accordance with subsection (d) below; and

(7~~8~~) Beer and/or wine and consumed pursuant to the downtown special event boundary in accordance with subsection (e) below.

All service and consumption pursuant to subsection~~s~~ (c), excluding (c)(2), ~~through (6)~~ above shall be subject to ~~must further comply with~~ the ~~insurance~~ requirements enumerated in subsection (d)(1)d below and the requirements and conditions enumerated in subsection (d)(3)d through l and p through r ~~d. through l., p. through r.~~ below. Nothing contained herein shall be construed as a limitation on the city's ability to impose additional or different requirements to ensure the health, safety, and welfare of the city and the public at the direction of the city manager in consultation with the police chief.

(d) *Alcoholic beverages special event permit.* The city council may grant permission for the consumption or possession of beer or wine only on any city owned property, public parks, and/or public sidewalks and rights-of-way by approving an ABSEP application properly filed by an applicant pursuant to this subsection and for city sponsored events, except no such permit may be approved for the New Port Richey Recreation and Aquatic Center or any of the satellite facilities or recreational areas or grounds pertaining thereto.

(1) *Applicant requirements.*

a. An applicant must be an incorporated non-profit business, company, or corporate entity.

b. An applicant must be duly licensed by the State of Florida and any other governing entity to serve beer and wine within the city.

c. An applicant must 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 its special event and/or the service of beer and wine through an ABSEP.

d. An applicant must have insurance coverage from an insurance company duly licensed to do business in the State of Florida naming the city as an additional insured and providing the following coverage for each event:

1. Personal injury with limits of not less than one million dollars ($1,000,000.00) per person and two million dollars ($2,000,000.00) per occurrence;
2. Property damage with limits of not less than one million dollars ($1,000,000.00); and
3. Liquor liability with limits of not less than one million dollars ($1,000,000.00).

Applicant agrees to indemnify, defend, save and hold harmless the city and its officials, agents and employees from any claim, demand, suit, loss, cost or expense of any damages which may be asserted, claimed or recovered against or from the city or its officials, agents and employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with your use of the permitted area or the condition of the permitted area including those arising during the set up and breakdown of the event. This indemnification includes, but is not limited to, compliance with the terms and conditions of the special event permit, the applicant's operations and use of the permitted area or any act or omission of the applicant, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof.

(2) *Application process.*

a. An applicant shall file an application with the city manager on a form provided by the city manager. Such application must be filed not less than forty-five (45) days prior to the start of the proposed special event and no more than one hundred eighty (180) days prior to the event. The application shall be accompanied by a filing fee, the amount of which shall be prescribed by resolution of the city council.

b. All applications that are complete, timely filed with all required attachments and payment of the requisite fee, and filed by applicants meeting all requirements of subsection (2)a ~~a.~~ above will be forwarded by the city manager to the special event team for review and recommendation to the city council.

c. The city council will consider the ABSEP application at a regular meeting after the special event team has reviewed and provided its recommendation. The city manager will give the applicant notice of the date and time when the application will be reviewed by the city council.

d. The decision of the council shall be the final determination on the approval or denial of an ABSEP application. In considering the application, the city council will consider the conditions in subsection (3) below as well as any other factors it deems necessary in order to render its decision.

(3) *Conditions for ABSEP approval.* The ABSEP shall be subject to the following requirements and conditions as well as any conditions imposed by the city council as part of its ABSEP approval.

a. No applicant shall be issued more than the number of ABSEP permits authorized under state law, pursuant to Section 561.422 Florida Statutes, per calendar year.

b. The applicant shall submit a site plan showing serving areas and shall mark the access point of the serving area with signs informing patrons that beer and wine are not to be taken past the perimeter of the area shown on the site plan, and the applicant shall staff the entrance with such personnel as are necessary to enforce this condition.

c. No ABSEP event may exceed three (3) consecutive days in duration.

d. The proposed sales and/or consumption of beer and wine must be associated with an event that is open to the public.

e. The proposed sales and/or consumption of beer and wine must not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.

f. The proposed sales and/or consumption of beer and wine must not entail extraordinary or burdensome expense or police operation by the city.

g. The sales and/or consumption of beer and wine must not be expected to result in violence, crime or disorderly conduct.

h. The applicant's representatives and those operating the event must meet state minimum age licensing requirements and have not been convicted of a felony or crime involving moral turpitude.

i. The applicant shall obtain all necessary federal, state and local permits to engage in the proposed sales and/or consumption of beer and wine.

j. Hours of operation for the sales and/or consumption of beer and wine shall be limited to noon through 11:00 p.m. for events held on Monday through Saturday and 1:00 p.m. to 9:00 p.m. for events held on Sunday; the applicant shall be fully responsible for enforcing the hours of operation; and the applicant shall be liable for the failure to enforce the hours of operation.

k. All beer and wine shall be served in plastic containers only, and no cans or glass containers shall be permitted.

l. The applicant shall provide for proper disposal of litter and waste resulting from the sale and/or consumption of beer and wine.

m. The applicant shall comply with all ordinances associated with permitting of events upon public property.

n. The sale, possession and consumption of beer and wine shall be confined to designated and secured areas as illustrated on the site map submitted with the ABSEP application. The sale of beer or wine shall be permitted only in locations indicated on the site map. Alcohol-free zones, if proposed, shall also be illustrated on the site map. The perimeter of the designated area shall be secured for the entire event. Only those alcoholic beverages that are sold by the applicant within the secured areas shall be permitted to be possessed, consumed, or purchased within the said secured areas. It shall be unlawful for any person to bring outside alcoholic beverages that were not purchased or procured through the event into the secured areas. Any person who violates this proscription shall be subject to ejection from the event and shall be subject to arrest.

o. The applicant shall pay all costs of police and other city services attributable to the sale and/or consumption of beer and wine. On a case by case basis, the city council shall determine the number of city police officers that shall be required for each individual event. The applicant shall reimburse the city for costs incurred in providing such security, including off-duty police officers to be stationed at the playground located in Sims Park at the applicant's expense.

p. The applicant shall be responsible for ensuring that no person under the age of twenty-one (21) shall be permitted to possess, consume, or distribute any alcoholic beverage at the permitted event. Any person who desires to purchase, possess, or consume alcohol at a permitted event must first present proper identification establishing that such person is of legal age to purchase, possess and consume alcohol in the State of Florida, i.e., age twenty-one (21) or older. After displaying proper proof of legal age, the person desiring to purchase, possess, or consume alcohol shall receive a wristband from the applicant or his/her agent, which shall be attached to the said person's wrist and worn at all times during which that person possesses or consumes an alcoholic beverage at the permitted event. Each wristband shall be constructed of such a material, and in such a manner, that it cannot be removed without destroying or altering the physical form of the wristband.

q. The applicant is prohibited from serving or selling alcohol to any person who:
   1. Appears intoxicated;
   2. Is not wearing a wristband; or
   3. Is wearing a wristband that is altered or destroyed.

r. The applicant shall provide additional rest room facilities (e.g., portable potties) as are necessary to serve patrons of the event.

s. Nothing contained herein shall be construed as a limitation on the city council's authority to impose additional or different conditions on an ABSEP.

(4) *Post event report.* The applicant shall submit a post event report to the city manager, on a form provided by the city manager, not less than ninety (90) days following the event. It shall contain the total revenue generated from alcohol sales. The report will be forwarded to city council by the city manager.

(e) The "downtown special event alcohol boundary" shall mean the area with the boundaries contained in Exhibit "A" to the ordinance from which this subsection derived [and is on file and available for inspection in the office of the city clerk].

(1) The "event period" shall mean the time period running from 8:00 a.m. the day of an event to 11:59 p.m. the day of the final day of the event.

(2) Beer and wine, whether purchased or served from a city-owned or leased location or not, may be consumed within the downtown special event alcohol boundary during an event period on such days as may be approved by resolution of the city council.

(3) The city council may impose such restrictions upon the ability to consume alcoholic beverages under this subsection as it may deem appropriate in granting such approval. Such restrictions may include but are not limited to any of the matters contained in other portions of section 3-5, City Code and shall be designed to assure public health, safety and order. A violation of any such restriction shall be deemed a violation of this section.

SECTION 3. Enforcement. Chapter 3 of the Code of Ordinances, pertaining to alcoholic beverages, is hereby amended to add Section 3-6 thereto, pertaining to enforcement, as follows (strike-out text is removed and underlined text is added):

Sec. 3-6. Enforcement.

In addition to other methods of enforcement provided for in the Code of Ordinances, this chapter may be enforced through the provisions of Section 810.09 Florida Statutes, pertaining to trespass on property other than a structure or conveyance. Law enforcement officers of the city police department shall be authorized to issue trespass orders in public areas to which the provisions of Section 3-5(c) pertain where persons are in violation of, or refuse to obey lawful orders of compliance with, state law, this chapter or other provisions of the code of ordinances, or who are acting in any manner to disturb the peace or engage in disorderly conduct.

SECTION 4. One-Way Streets. Section 23-46 of Chapter 23 of the Code of Ordinances, pertaining to one-way streets, is hereby amended as follows (strike-out text is removed and underlined text is added):

Sec. 23-46. Established.

The following streets, when properly posted by signs, shall be restricted to one-way traffic only in the direction indicated below:

Name of street	Direction of traffic movement
Tidalwave Drive from Grand Boulevard south to Aspen Way	West
Mandy Lane from Palmetto Road to Jasmine Drive	North
Florida Avenue from Madison Street to Jefferson Street	West

Jefferson Street from Florida Avenue to Main Street	South
George Street from Gulf Drive to Elm Street	South
Chapel Street from Kenwood Street to City limits	North
~~Nebraska Avenue from Adams Street to Grand Boulevard~~	~~West~~

SECTION 5. Signs and Barricades. The city manager shall cause the placement of such signs deemed necessary and proper to inform the public of the prohibitions under this Ordinance. The city manager shall provide barricades or other vehicle restricting devices deemed necessary and proper to carry out the provisions of this Ordinance.

SECTION 6. Resolution Repeal. Resolution 2026-12, providing for the closure of Railroad Square is hereby repealed.

SECTION 7. Enforcement. The provisions of this Ordinance shall be enforced as otherwise provided in the Code of Ordinances.

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

SECTION 9. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

SECTION 10. 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 _____, 2026, 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 _____, 2026.

ATTEST:

By: _____ By:_____
Judy Meyers, MMC, City Clerk Alfred C. Davis, Mayor-Council Member

(Seal)

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

_____

Timothy P. Driscoll, City Attorney CA Approved 5-5-26

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, Police Department

DATE: May 19, 2026

RE: First Reading, Ordinance No. 2026-2364: Amendments to Chapter 23, Code of Ordinances RE: Micromobility Devices

REQUEST:
The request before the City Council is to conduct a first reading of an ordinance which provides for the repeal and replacement of Chapter 23 - Limitation of Transportation Devices on Railroad Square and other areas within the city.

DISCUSSION:
Ordinance No. 2026-2364 sets forth rules and regulations regarding transportation and micromobility devices in chapter 23. The ordinance prohibits their use in certain areas of the city as specified in the ordinance.

With increased pedestrian activity in our city parks and in Railroad Square, these regulations aim to enhance pedestrian safety while still permitting the use of these devices in most other parts of the city.

The main elements of the ordinance revisions are as follows:

- Transportation Devices are not allowed in the Railroad Square's Transportation Device Exclusion area at any time.
- The reckless operation of Transportation Devices is not allowed within the city.
- Transportation Devices, except for bicycles, are not allowed in any city park at any time. However, this does not apply to areas specifically designated for such devices, like skateboard parks.

City Attorney Tim Driscoll drafted Ordinance No. 2026-2364 and certified it as to legal form.

RECOMMENDATION:
Staff recommends that the City Council approve Ordinance No. 2026-2364 on its first reading.

BUDGET/FISCAL IMPACT:
No budget impact.

ATTACHMENTS:

- Ordinance 2026-2364 Micromobility Devices.pdf

ORDINANCE NO. 2026-2364

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT THE REPEAL AND REPLACEMENT OF CHAPTER 23 OF THE NEW PORT RICHEY CODE OF ORDINANCES, PERTAINING TO TRANSPORTATION DEVICES; PROVIDING FOR PROHIBITION OF SUCH DEVICES IN RAILROAD SQUARE AND LIMITATIONS ON SUCH DEVICES IN OTHER AREAS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR DEFINITIONS OF TERMS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council finds that the use of certain transportation devices presents a safety hazard to the general public;

WHEREAS, the City Council has provided for the closure of Railroad Square and transformed it into a full-time pedestrian entertainment area;

WHEREAS, the use of transportation devices within Railroad Square is dangerous to the pedestrians in said area;

WHEREAS, the use of certain micromobility devices in city parks presents a danger to pedestrians in said areas;

WHEREAS, the City Council finds this Ordinance is a necessary and appropriate regulation of the safe operation and prohibition of operation of micromobility devices in designated public areas of the city in accordance with the authority of Sections 316.2128 and 316.008 Florida Statutes; and

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

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

SECTION 1. Chapter 23 of the Code of Ordinances, pertaining to traffic and motor vehicles, is hereby amended to add Article IV thereto, pertaining to micromobility devices, as follows (strikeout text is deleted and underlined text is added):

ARTICLE IV. TRANSPORTATION DEVICES. - ~~RESERVED~~

Sec. 23-76. - Purpose and Intent.

The purpose of this article is to provide for the protection of the public through regulation of the safe operation and use of transportation devices within the city, and to designate areas where such devices should be prohibited due to the congestion of pedestrian traffic in such areas.

Sec. 23-77. - Definitions.

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

Bicycle shall have the meaning provided by Section 316.003 Florida Statutes as amended or renumbered from time to time;

City Park. Any land or facility owned, leased, or operated by the city of New Port Richey and open to the public for recreation, including playgrounds, picnic areas, sports fields, trails, sidewalks, greenways, and other park amenities;

Designated Parking Area. Any area in a city park specifically marked, signed, or authorized for parking of micromobility devices;

Electric Bicycle shall have the meaning provided by Section 316.003 Florida Statutes as amended or renumbered from time to time;

Electric Personal Assistive Mobility Device shall have the meaning provided by Section 316.003 Florida Statutes as amended or renumbered from time to time;

Micromobility Device shall have the meaning provided by Section 316.003 Florida Statutes as amended or renumbered from time to time. As provided by Florida law, the term includes a bicycle and electric bicycle. This term shall not include human-powered devices other than bicycles;

Moped shall have the meaning provided by Section 316.003 Florida Statutes as amended or renumbered from time to time.

Railroad Square shall have the meaning provided by Section 3-5 (a) of the Code of Ordinances;

Railroad Square Transportation Device Exclusion Area shall mean that area of Railroad Square

excluding the private drive and parking area adjacent to Missouri Avenue, as depicted in the map below:



Transportation Device shall mean any device designed or used for the transportation of humans, including without limitation, micromobility devices, mopeds, electric personal assistive mobility devices, skateboards, roller skates, inline skates, coasters or other similar devices. The term does not include strollers designed to transport children or devices used by persons with disabilities operated as provided in this article.

Sec. 23-78. - Prohibited Uses.

(a) No Transportation Device shall be operated, used or ridden within the Railroad Square Transportation Device Exclusion Area at any time.

(b) No Transportation Device, other than a Bicycle, shall be operated, used or ridden in any City Park at any time.

(c) The reckless operation and use of Transportation Devices in any location within the city is prohibited. Reckless operation and use includes, but is not limited to, weaving through pedestrians or traffic, failing to use lights after sunset and before sunrise, using a cell phone or other handheld electronic device while operating the device, operating under the influence of drugs or alcohol, or exceeding a safe speed necessary considering the traffic, pedestrians, or other conditions of the area.

Sec. 23-79. - Exceptions.

(a) The provisions of this Article shall not apply to:

(1) Governmental personnel on official business, emergency vehicles, or the use of special mobile equipment for repair or maintenance of public property; and

(2) A person with a disability who uses a motorized wheelchair or similar mobility device for mobility purposes, provided the device is used in a safe and reasonable manner and in accordance with the Americans with Disabilities Act (ADA) and applicable federal, state, and local laws.

(b) Nothing contained in this Article shall prohibit the walking or carrying of a Transportation Device in any restricted area, so long as the device is controlled by a single person and does not obstruct or interfere with the use of the area by pedestrians in any manner.

(c) Nothing contained in this Article shall prohibit the storage or parking of a Transportation Device in any Designated Parking Area.

(d) This Article shall not prohibit the use of Transportation Devices in any City Park in areas designated for the use of such devices, such as a city skate park. Only such Transportation Devices specifically allowed by the rules authorized by the city manager pertaining to such areas shall be allowed. No Micromobility Devices other than Bicycles shall be included within this exemption.

Sec. 23-80. Enforcement.

In addition to other methods of enforcement provided for in the Code of Ordinances, this article may be enforced through the provisions of Section 810.09 Florida Statutes, pertaining to trespass on property other than a structure or conveyance. Law enforcement officers of the city police department shall be authorized to issue trespass orders in public areas to which the provisions of this article pertain where persons are in violation of, or refuse to obey lawful orders of compliance with, state law, this article or other provisions of the code of ordinances, or who are acting in any manner to disturb the peace or engage in disorderly conduct.

SECTION 2. Signs. The city manager shall cause signs to be erected in such locations deemed appropriate to advise the public of the provisions of this Ordinance.

SECTION 3. Enforcement. The provisions of this Ordinance shall be enforced as otherwise provided in the Code of Ordinances.

SECTION 4. 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 5. 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 6. 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 _____, 2026, 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 _____, 2026.

ATTEST:

By: _____ By:_____
Judy Meyers, MMC, City Clerk 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 CCA 5-7-26

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, City Clerk

DATE: May 19, 2026

RE: Board Appointment: George Thiebes, Parks & Recreation Advisory Board

REQUEST:
The request is for City Council to approve the appointment of George Thiebes as a member of the Parks & Recreation Advisory Board.

DISCUSSION:
On April 21, 2026, Mr. George Thiebes submitted an application seeking membership on the Parks & Recreation Advisory Board. If approved, Mr. Thiebes' term will be for three years and will be up for renewal on May 19, 2029. Staff has verified that Mr. Thiebes meets the requirements set forth in the ordinance to be a member of this board. With this appointment, that leaves one member and two alternate member positions open on this board.

RECOMMENDATION:
Staff recommends that City Council approve the appointment of George Thiebes as member of the Parks & Recreation Advisory Board and accept the attached updated membership roster.

BUDGET/FISCAL IMPACT:
No funding is required for this item.

ATTACHMENTS:
- Application - George Thiebes.pdf
- 05.19.26 Parks Advisory Board Membership Roster_Redacted.pdf

Board and Committee Membership Application

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

Applicant Information

Name	George Thiebes
Street Address	4731 Sanctuary Drive
City, State, Zip	New Port Richey, FL 34652
Home Phone	719.235.3443
Alternate Phone	719.216.6030
E-Mail Address	gthiebes223@gmail.com
(attach copy of DL for residency verification)	

Boards and Committees

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

I have lived in New Port Richey since September 2020 and look for opportunities to give back and become more involved with the local community. I have a passion for fitness and history.

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

- [ ] Cultural Affairs Committee (meets on the third Wednesday of each month)
- [ ] Environmental Committee (meets on the second Monday of each month)
- [ ] Firefighters Pension Board (meets on a quarterly basis)
- [ ] Flood Risk and Preparedness Public Information Committee (to be determined)
- [x] Historic Preservation Board (to be determined)
- [ ] Land Development Review Board (meets on the fourth Thursday of the month)
- [ ] Library Advisory Board (meets on the fourth Monday of the month)
- [x] Parks and Recreation Advisory Board (meets on the second Tuesday of the month)
- [ ] Police Pension Board (meets on the fourth Tuesday of the month)

Have you attended any meetings of the board or committee on which you want to serve?
[x] Yes [ ] No. If yes, how many have you attended? 1

Previous Board or Committee Experience

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

30-year Army veteran who served on community military affairs council boards both in US and overseas assignments and a member of the Defense Science Board while assigned to the Pentagon.

Previous Volunteer or Community Service Experience

Summarize your previous volunteer or community service experience.

Contribute 150+ hours annually to veteran transition organizations such as The Honor Foundation and USSOCOM's Special Operations Forces Transition Assistance Resource. Routinely volunteer hours supporting NPR Sim's Park events through Point and Main Street organizations. Assist with annual wreath laying at veteran's cemeteries.

Special Skills, Interests and/or Qualifications

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

- Master Fitness certified, maintain active fitness regime (have completed 30 marathons), completed over 1000 volksmarch events in Europe and US
- Master's Degree in History, volunteered on Mount Vernon's landscape and archeaological teams

Employment/Experience

Job Title:	Employer:
Director of Program Management	CAE
Address Line 1:	Address Line 2:
5004 Air Cargo Road	
City:	State:
Tampa	FL
Zip Code:	County:
33614	Hillsborough
Work Phone:	
813.382.7013	

Professional licenses held:

Project Manager Professional

Previous employment or experience:

Retired Special Forces Officer with 30-years service in leadership and staff positions. Served 16 of those years in Europe with last assignment as Deputy Commanding Officer for Special Operations Command Europe in Stuttgart, Germany.

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

None currently

Personal References

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

Name (printed)	Phone Number	Relationship
JoAnn Swift	954.646.5431	Friend/Neighbor
Graham Tingey	727.247.4447	Friend
Susan Carney	727.534.4903	Friend

Eligibility Verification

To serve on the majority of the City's Boards or Committees you must either be a current resident of the city or own a business within the city limits, and a current registered voter. The qualifications to serve on the Flood Risk and Preparedness Public Information Committee and Historic Preservation Board are outlined in their specific ordinance located at https://library.municode.com/fl/new_port_richey/codes/code_of_ordinances. Please check all that apply.

- [x] I currently live within the city limits.
- [x] I am a registered voter in Florida
- [ ] I meet the qualifications to serve on the Flood Risk and Preparedness Public Information Committee
- [ ] I own a business within the city limits (attach copy of voter identification card)
- [x] I meet the qualifications to serve on the Historic Preservation Board

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

☐ Yes ☑ No

If yes, please explain (including date):

Agreement and Signature

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

Name (printed) George Konrad Thiebes

Signature

Date 21 April 2026

Selection Process

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

Our Policy

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

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

FOR INTERNAL USE ONLY:

Date Application Received:

Type of Application: New Member Renewal

CITY OF NEW PORT RICHEY BOARDS/COMMITTEES
Parks and Recreation Board

Seven (7) regular members and two (2) alternate members, all of whom shall be registered voters who reside within the city. Three-year terms.

David Schrader **Through 01.19.27**
7315 Astor Drive
New Port Richey, FL 34652
(C) 992-0260
dschrader714@gmail.com

Stephen Blanchard **Through 09.19.26**
5100 Providence Circle, Unit #4
New Port Richey, FL 34652
(c) 727-326-8093
Stephen_Blanchard@yahoo.com

Tad Clements **Through 07.02.27**
5759 Rio Drive
New Port Richey, FL 34652
(c) 716-712-7657
tadclements@gmail.com

[redacted] **Through 07.02.27**

Sue Grassin **Through 05.05.29**
7108 Grand Blvd.
New Port Richey, FL 34652
(c) 727-364-4604
Sgrassin4@gmail.com

George Thiebes **Through 05.19.29**
4731 Sanctuary Drive
New Port Richey, FL 34652
(h) 719-235-3443

(c) 719-216-6030
Gthiebes223@gmail.com

OPEN

Alternates
OPEN
OPEN

Staff Liaisons: Kevin Trapp
Krista Schiano (minutes)

3.07.00 Parks and recreation board

3.07.01 Created; purpose.
There is hereby created a parks and recreation board for the purpose advising the city council on the use of city parks and to promote the use of public recreational facilities. The parks and recreation board will plan, promote and assist the director of parks and recreation in conducting recreational projects for citizens and visitors of all ages, both on its own initiative and in cooperation with other agencies.
(Ord. No. 1468, § 1, 9-15-98)

3.07.02 Membership.
1. The parks and recreation board shall be comprised of seven (7) regular members and two (2) alternate members, all of whom shall be registered voters who reside within the city. A quorum shall consist of four (4) members.
2. The appointment of members to serve on the parks and recreation board will be for three (3) years. The city council shall select the board members by a majority vote. The city council, by a majority vote, may remove any member with or without cause. If available, vacancies shall be filled from the alternate positions. A board member who misses two (2) consecutive meetings shall be deemed to have resigned unless the absence has been excused by the chairman prior to the meeting. The chairman of the committee shall notify the city clerk of the member's resignation.
3. The alternate member(s) shall be entitled to attend all meetings of the parks and recreation board and to enter into discussions concerning the business before the board. If a quorum is not in attendance at the meeting, an alternate member shall then be counted as a member of the board and participate in all business then and there before the board and shall be entitled to vote thereon, which vote shall be considered under those circumstances in the same manner as the vote of any regular member thereof.
4. Members of the parks and recreation board shall receive no salaries for their services thereon but may receive necessary travel and other expenses while on official business for the board if funds are available for this purpose.
(Ord. No. 1468, § 1, 9-15-98)

3.07.03 Officers.
The voting members of the parks and recreation board shall elect one (1) of their members to serve as chairman, one (1) of their members to serve as vice-chairman and one (1) of their members to serve as secretary. The secretary shall record minutes for

each meeting of the board. The secretary shall keep the original copy of the minutes and furnish a copy of the minutes to the city clerk. The city council shall provide clerical and administrative support as may be reasonably required by the parks and recreation board for the proper performance of its duties.
(Ord. No. 1468, § 1, 9-15-98)

3.07.04 Adoption of rules; record of meetings.
The parks and recreation board shall adopt rules for transaction of its business and shall keep a record of its meetings which shall include its resolutions, reports, transactions, findings and determinations, which record shall be a public record. Such records shall be kept in the office of the city council or such other place designated by the city manager.
(Ord. No. 1468, § 1, 9-15-98)

3.07.05 Reports to city council.
The parks and recreation board may render special reports to the city council as the board members may deem advisable; provided, however, that the minutes of board meetings shall be adequate to advise the city council of the board's activity.
(Ord. No. 1468, § 1, 9-15-98)

3.07.06 Voting authority.
All members and alternates, as well as the public, shall have a voice pertaining to the business brought before the parks and recreation board. Only members are entitled to vote on all proceedings. Alternates may not vote unless taking the place of an absent member. Members of the board shall not vote if they have a conflict of interest pursuant to Florida Statutes.
(Ord. No. 1468, § 1, 9-15-98)

3.07.07 Meeting schedule.
The parks and recreation board shall meet once every ninety (90) days, unless it determines to meet more frequently. Meetings shall be open to the public pursuant to section 286.011, Florida Statutes. The date, time, place and the agenda of the meeting shall be placed by the city clerk in City Hall one (1) week prior to the meeting unless an emergency exists. All meetings shall be conducted in accordance with Robert's Rules of Order.
(Ord. No. 1468, § 1, 9-15-98)

NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Debbie Manns, City Manager

DATE: May 19, 2026

RE: Request to Waive Fees for 2025 Cotee River Bikefest

REQUEST:
The request is to consider a request submitted by Tina Farrell, President of Farrell Cares, Inc. to waive the special event fees associated with the 2025 Cotee River Bikefest.

DISCUSSION:
Earlier this week I received a communication from Farrell Cares. The purpose of the communication was to inquire as to whether they as a not-for-profit organization working to support other local not-for-profit organizations would be exempt from paying fees to the city for their efforts in respect to the 2025 Cotee River Bikefest Event. The specific reference that they were relying on as a basis for their question was the fact that the council did act at their meeting on March 3, 2026 to waive the fees associated with the 2025 Chasco Fiesta in the amount of $35,383.88. As you can see from the attachment, the outstanding amount due by Farrell Cares on the event is $10,285.76.

RECOMMENDATION:
The recommendation is for the City Council to consider this matter and decide in the best interest of the city.

BUDGET/FISCAL IMPACT:
If this agenda item is approved, it represents a loss in revenue to the city.

ATTACHMENTS:
- Email from Tina Farrell.pdf
- 2025 Cotee River Bikefest Assessment of Fees and Credits.pdf

Meyers, Judy

Subject: Cotee River Bikefest bill for 2025

From: Tina Farrell <tina@goteamfarrell.com>
Sent: Wednesday, May 6, 2026 8:41 AM
To: Manns, Debbie <mannsd@cityofnewportrichey.org>
Subject: Cotee River Bikefest bill for 2025

External email

Hi Debbie,

I'm reaching out because I was recently informed that the Chasco NPR city bill will not be charged for 2025. I wanted to better understand why similar consideration has not been extended to the Cotee River Bikefest.

As you may know, the Cotee River Bikefest is a charity event, and all proceeds go directly to supporting local charities. In comparison, while Chasco does contribute to charitable causes, it also maintains paid staff.

Given this, I'm wondering if there is a specific reason for the difference in how these two events are being handled. I would appreciate any clarification you can provide.

At this time I am requesting the 2025 invoice from the city to Cotee River Bikefest be an Inkind donation like it is being given to the Chasco Event

Thank you

Thank you for your time, and I look forward to hearing from you soon

Tinamarie Farrell

THE CITY OF NEW PORT RICHEY FLORIDA

Cotee River Bike Fest

October 10-12 2025

Description of Service/Item	Estimated Amount	Actual Amount
Total Application Fees	$ 850.00	$ 850.00
Total Permit Fees	$ 138.00	$ 138.00
Total Facility Fees	$ 3,175.00	$ 2,525.00
Total Fire Department Fees	$ 1,807.76	$ 1,707.76
Total Police Department Fees	$ 18,650.00	$ 22,572.00
Total Public Works- Parks Department Fees	$ 1,925.00	$ 2,530.00
Total Public Works - Streets Department Fees	$ 782.00	$ 963.00
Total Damage Deposits	$ 3,000.00	$ -
Subtotal	$ 30,327.76	$ 31,285.76
City of NPR In Kind Support	$ 21,000.00	$ 21,000.00
Total Charges		***$ 10,285.76***

All fees finalized (KT)

Event Final Closeout		
Payments Made		0.00
Final Outstanding Amount Due		**$ 10,285.76**

NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Debbie Manns, City Manager

DATE: May 19, 2026

RE: Appointment of Council Member to Participate with the City Manager in Negotiations with Pasco County Re: Interlocal Service Boundary Agreement

REQUEST:
The request is for City Council to appoint a member to participate in the negotiations process for the proposed Interlocal Service Boundary Agreement.

DISCUSSION:
As Council will recall, Resolution No. 2026-10 was adopted at your regular meeting on March 17, 2026 which invited Pasco County to participate in negotiations regarding a proposed Interlocal Service Boundary Agreement. On April 21, 2026, the Pasco County Board of County Commissioners (BOCC) adopted Resolution No. 26-206 in response to the City's resolution per the provisions outlined in Section 171.203, Florida Statutes. On April 23, 2026, I received a communication from Pasco County Acting Chief of Staff, Connor Donovan, regarding setting a meeting between myself and the County Administrator. The meeting has been set for Friday, May 22, 2026. Per the provisions outlined in Section 171.203(18), Florida Statutes, elected local government officials are encouraged to participate actively and directly in the negotiation process for developing an Interlocal Service Boundary Agreement. Therefore, I am requesting that City Council officially appoint one member of Council to participate in the negotiation process. Once a member has been chosen, I will relay that information to the County Administrator so there may also be representation from the BOCC in this process.

To assist you in your discussion, a copy of the City's Resolution No. 2026-10, Pasco County's Resolution 26-206 and Chapter 171, Part II Interlocal Service Boundary Agreements, Florida Statutes, have been attached to this agenda item for reference.

RECOMMENDATION:
Staff requests that City Council appoint a Council member to participate in negotiations with Pasco County regarding the proposed Interlocal Service Boundary Agreement as requested.

BUDGET/FISCAL IMPACT:
No funding is required for this item.

ATTACHMENTS:
- RES 2026-10 Pasco County Invitation for Urban Service Areas RE Recreation Services.pdf

- Pasco County Resolution No. 26-206.pdf
- Chapter 171, Part II Interlocal Service Boundary Agreements, Florida Statutes.pdf

RESOLUTION NO. 2026-10

AN INITIATING RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA INVITING PASCO COUNTY, FLORIDA TO ENTER INTO AN INTERLOCAL SERVICE BOUNDARY AGREEMENT PURSUANT TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT; PROVIDING FOR A MUNICIPAL SERVICE AREA FOR RECREATION SERVICES; PROVIDING FOR DESIGNATION OF THE AREA IN THE MAP ATTACHED HERETO; PROVIDING ISSUES FOR NEGOTIATION; PROVIDING FOR USE OF FACILITIES; PROVIDING FOR COMPENSATION; AND PROVIDING THE CITY MANAGER AUTHORIZATION TO PROCEED TO IMPLEMENT THE PROCEDURES FOR APPROVAL OF AN INTERLOCAL BOUNDARY SERVICE AGREEMENT IN ACCORDANCE WITH THE ACT.

WHEREAS, since 1968, the City of New Port Richey ("City") has provided recreation services accessible to city and county residents, and has operated a state-of- the-art recreation and aquatic center available for use by its residents and all residents of unincorporated Pasco County;

WHEREAS, the City has funded all operations, construction and maintenance of the City's recreation and aquatic center, even though it has provided a substantial benefit to residents of unincorporated Pasco County who do not contribute to the expenses associated with the facility, other than by payment of a membership fee;

WHEREAS, the Interlocal Service Boundary Agreement Act (Sections 171.20-171.212 Florida Statutes) authorizes a municipality to adopt an initiating resolution to commence negotiations with the county in which it is located to enter into an interlocal service boundary agreement;

WHEREAS, the Act provides procedures and requirements for the negotiation of an agreement;

WHEREAS, the City Council desires to initiate negotiations under the Act to reach an interlocal service boundary agreement with Pasco County to assist in the funding of the operation of the recreation and aquatic center for the benefit of residents of unincorporated Pasco County; and

WHEREAS, the City Council hereby finds that this Resolution is in the best interests of the health, safety and welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of New Port Richey, Florida, that this Resolution is hereby adopted to provide the following:

SECTION 1. INITIATING RESOLUTION

This Resolution is hereby adopted as an initiating resolution as set forth in the Interlocal Service Boundary Agreement Act.

SECTION 2. NOTIFIED LOCAL GOVERNMENT

The notified local government invited to participate in the negotiation of an interlocal service boundary agreement is Pasco County, Florida.

SECTION 3. MUNICIPAL SERVICE AREA

The municipal service area which is the subject of this initiating resolution is the unincorporated area of Pasco County, Florida described in and shown in the map attached hereto as Exhibit "A".

SECTION 4. ISSUES FOR NEGOTIATION

The issues for negotiation for the interlocal service boundary agreement shall include, but not be limited to, the following:

A. The area to be included within the municipal services area;
B. The manner of calculation of compensation to be paid by Pasco County to the City for the recreation services made available to residents of unincorporated Pasco County within the municipal services area;
C. The eligibility criteria for the joint use of City recreation facilities by residents of unincorporated Pasco County and the City;
D. The term of the interlocal service boundary agreement;
E. Liability and indemnity;
F. Dispute resolution; and
G. Additional issues identified by any participant in the negotiation.

SECTION 5. CITY MANAGER

The City Manager is hereby authorized and instructed to proceed in accordance with the provisions of the Interlocal Service Boundary Agreement Act to provide notice of this initiating resolution as required by law and to otherwise proceed toward the adoption of an interlocal services boundary agreement between the City and Pasco County.

DONE AND RESOLVED on the 17th day of March, 2026.

ATTEST:

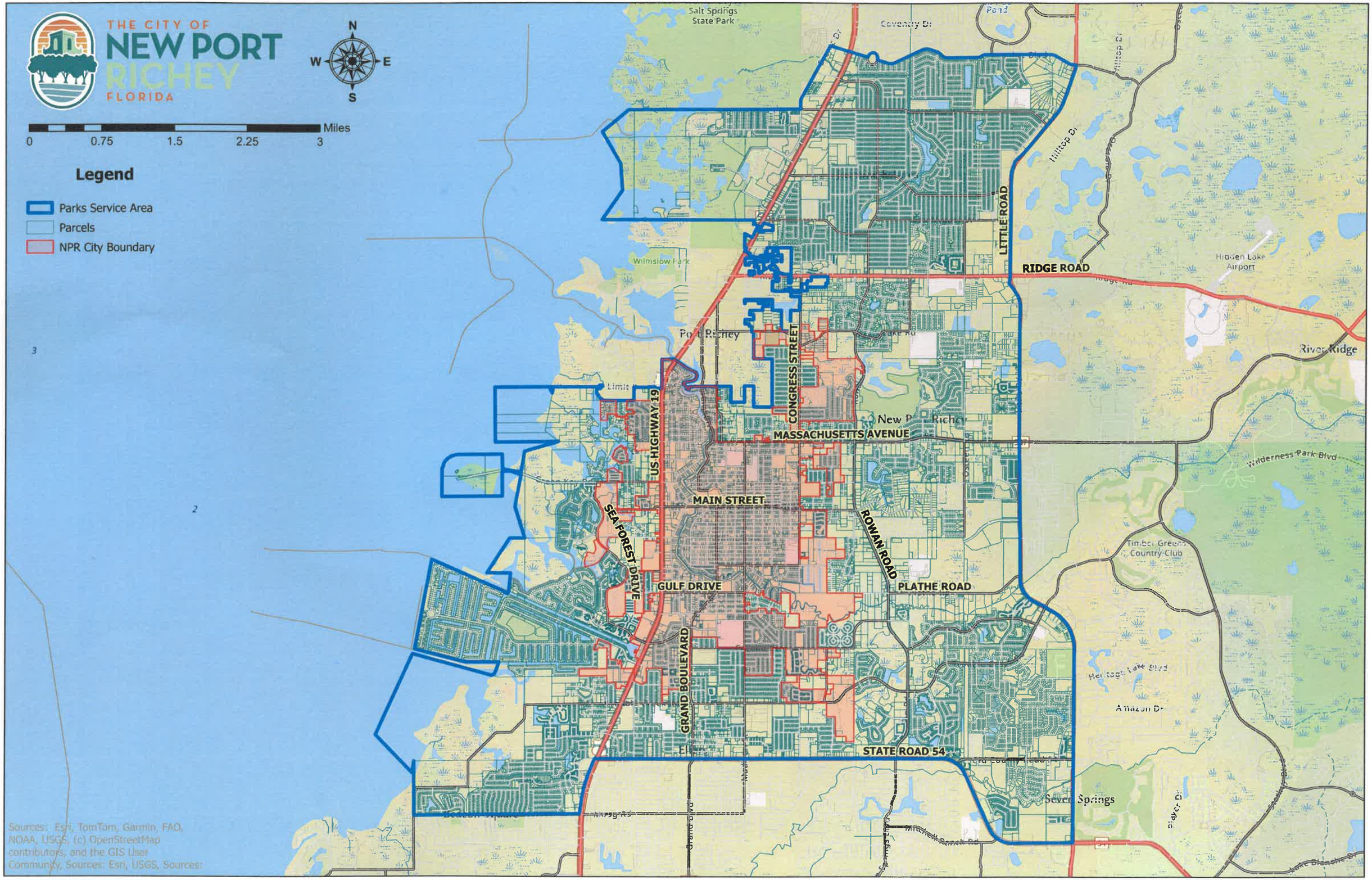
Judy Meyers, MMC, City Clerk

Alfred C. Davis, Mayor

Approved as to form:

Timothy P. Driscoll, City Attorney CAA 2/27/26

EXHIBIT "A"


THE CITY OF
NEW PORT
RICHEY
FLORIDA
N
W
E
S
0
0.75
1.5
2.25
3
Miles
Legend
Parks Service Area
Parcels
NPR City Boundary
Salt Springs State Park
Coventry Dr
Hilltop Dr
LITTLE ROAD
RIDGE ROAD
Wilmslow Park
Hayden Lake Airport
Port Richey
CONGRESS STREET
US HIGHWAY 19
MASSACHUSETTS AVENUE
River Ridge
Wilderness Park Blvd
MAIN STREET
SEA FOREST DRIVE
ROWAN ROAD
Timber Greens Country Club
GULF DRIVE
PLATHE ROAD
GRAND BOULEVARD
STATE ROAD 54
Seven Springs
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, USGS, Sources:

BY THE BOARD OF COUNTY COMMISSIONERS **RES. NO.** 26-200

RESPONDING RESOLUTION OF PASCO COUNTY, FLORIDA, RESPONDING TO THE INITIATING RESOLUTION OF THE CITY OF NEW PORT RICHEY, FLORIDA, RESOLUTION NO. 2026-10, PURSUANT TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT, CHAPTER 171, PART II, FLORIDA STATUTES.

WHEREAS, the City of New Port Richey has constructed, operated, and maintained a recreation and aquatics center, as well as other recreation facilities; and

WHEREAS, the City of New Port Richey now seeks funding from Pasco County for the operation and maintenance of its recreation and aquatic center and other recreation facilities; and

WHEREAS, on March 17, 2026, the City of New Port Richey adopted Resolution No. 2026-10 initiating negotiations with Pasco County pursuant to the Interlocal Service Boundary Agreement Act, Sections 171.20-171.21, Florida Statutes; and

WHEREAS, the City's Resolution No. 2026-10 was received by the Pasco County Administrator on March 24, 2026; and

WHEREAS, as required by Section 171.203, Florida Statutes, the County must respond to the Initiating Resolution within 60 day of receipt of same.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that said Board, upon consideration of said Initiating Resolution, responds as follows:

Section 1. Responding Resolution. This Resolution is hereby adopted as a responding resolution as set forth in the Interlocal Service Boundary Agreement Act.

Section 2. Additional Unincorporated Area for Discussion. The County provides for conservation areas and parks facilities that provide parks and recreation services accessible to the residents of the City of New Port Richey as depicted on the map attached hereto as Exhibit A.

Section 3. Additional Issues for Negotiation. The additional issues for the negotiation shall include:

A. The inclusion of the incorporated area of the City within the boundaries of the County's Parks, Recreation, and Natural Resources Municipal Service Taxing Unit, as adopted by Pasco County Ordinance No. 24-26, as amended by Ordinance No. 25-27, attached hereto as Exhibit B.

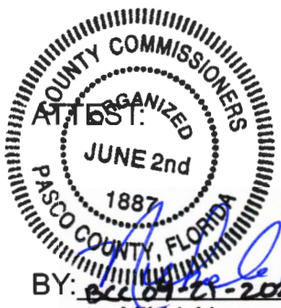
B. The City of New Port Richey's fiscal responsibility to the County for the County's provision of conservation areas and parks and recreation services that are accessible to the residents of the City of New Port Richey.

C. The existing boundaries of the New Port Richey Community Redevelopment Area.

Section 4. County Administrator. The County Administrator is hereby authorized to negotiate directly with the City Manager of the City of New Port Richey to the conclusion of the process established in Section 171.203, Florida Statutes.

DULY ~~ADOPTED~~ with a quorum present and voting this 21st day of April, 2026.

(SEAL)



ATTEST:

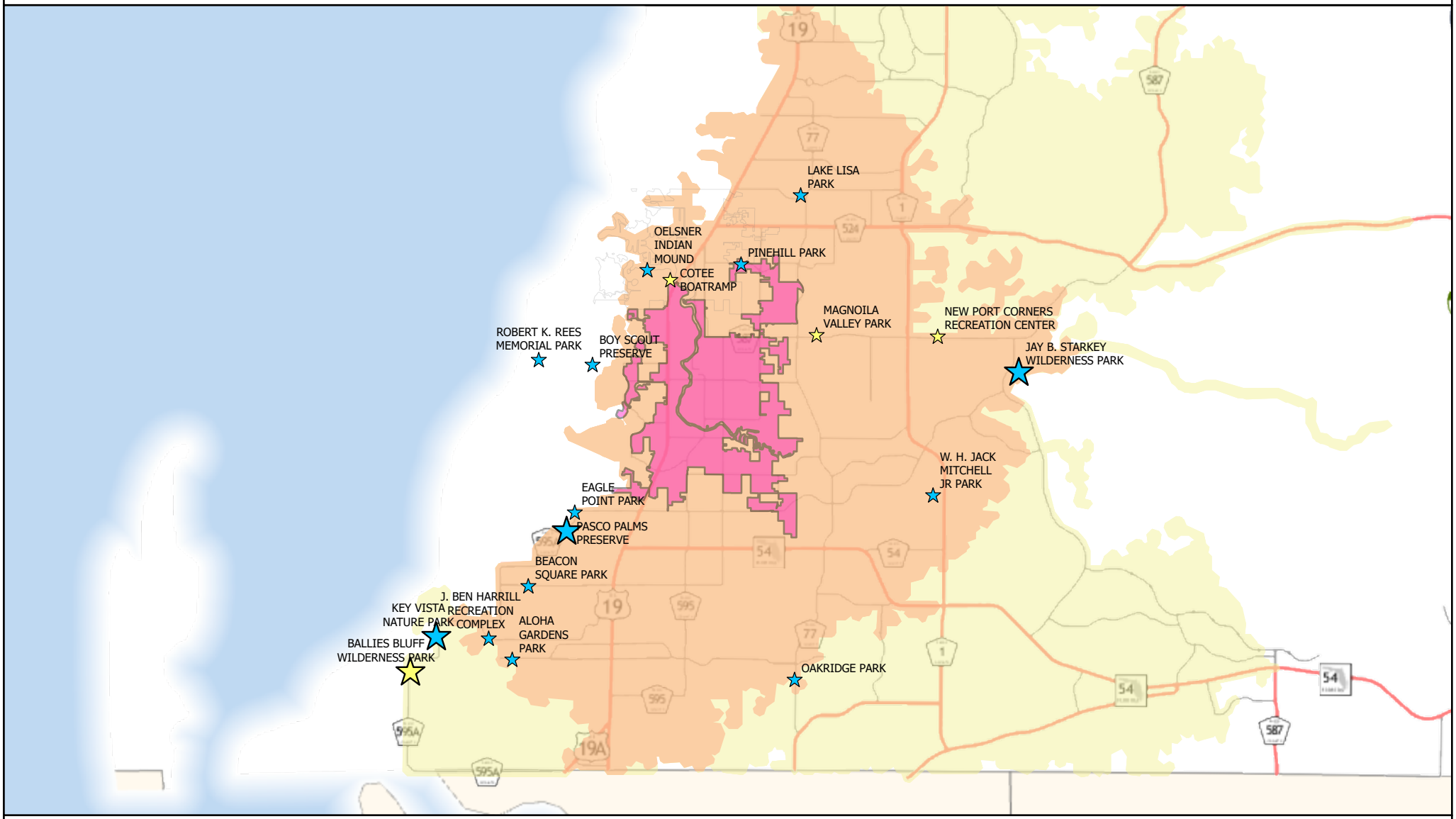
BY: _____
BCC 04-21-2026 CA26-5021
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: _____
Jack Mariano, Chairman

APPROVED
IN SESSION
APR 21 2026
PASCO COUNTY
BCC

COUNTY PARKS WITH SERVICE AREAS COVERING NEW PORT RICHEY



Legend

- New Port Richey City Boundary
- Existing County Park Facility
- Future County Park Facility
- Park Facility with a 5-mile Service Area
- Park Facility with a 10-mile Service Area

New Port Richey Travel Area

- 5 Mile
- 10 Mile

Note: The Comprehensive Plan POLICY REC 1.1.3: - CONCURRENCY dictates that both Community and District Parks have a 5-mile service area, and Natural Resource Parks have a 10-mile service area. This map shows the County parks reached by traveling 5 and 10 miles from the relative center points of NPR, which effectively serve residents of NPR.

EXHIBIT A

EXHIBIT B
SENT TO STATE

BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. 24-26**

AN ORDINANCE CREATING THE PARKS, RECREATION, AND NATURAL RESOURCES MUNICIPAL SERVICE TAXING UNIT; PROVIDING FOR BOUNDARIES; PROVIDING FOR LEVY OF AN AD-VALOREM TAX; PROVIDING FOR THE MUNICIPAL SERVICES TO BE FUNDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COUNTY CODE OF ORDINANCES; PROVIDING FOR LIMITATIONS ON ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 1 of the Florida Constitution, and Section 125.01, Florida Statutes, the Board of County Commissioners (Board) of Pasco County, Florida (the "County"), has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general or special law; and

WHEREAS, Sections 125.01(1)(q) and 125.01(1)(r), Florida Statutes, provide specific legislative authorization for counties to establish a municipal service taxing unit for any part or all of the unincorporated areas within its boundaries, within which may be provided essential facilities and municipal services, including recreation services and facilities; and

WHEREAS, the Board has identified the need for an additional dedicated funding source for routine maintenance, capital and non-capital maintenance, improvements, and equipment in order to maintain optimal levels of service and maintenance standards of park facilities; and

WHEREAS, the purpose of this Ordinance is to create a municipal service taxing unit within the unincorporated limits of Pasco County, Florida, to establish an additional dedicated funding source for park facilities; and

WHEREAS, the Board finds that the park facilities described herein are essential facilities and municipal services, and the municipal service taxing unit serves a public purpose; and

WHEREAS, notice of intent to consider this Ordinance was given by publication at least 10 days before the public hearing, pursuant to Chapter 50, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED by the Pasco County Board of County Commissioners of Pasco County, Florida, that a new Article VIII in Chapter 102 – Taxation, of the Pasco County Code of Ordinances is created as follows:

SECTION 1. FINDINGS.

The recitals set forth above are hereby adopted as legislative findings of the Board, are ratified and confirmed as being true and correct, and are hereby made a specific part of this Ordinance upon adoption.

SECTION 2. CREATION AND BOUNDARIES.

The Parks, Recreation, and Natural Resources Municipal Service Taxing Unit (MSTU) is hereby created, pursuant to Section 125.01(1)(q), Florida Statutes. The boundaries of the MSTU shall include all unincorporated areas of Pasco County, Florida. The MSTU will exist until dissolved by law.

SECTION 3. AUTHORIZATION TO LEVY AD VALOREM TAXES.

The Board is the governing body of the MSTU. The Board is hereby authorized to levy annual ad valorem taxes upon taxable real and personal property within the boundaries of the MSTU. The budget and millage rate for the MSTU shall be approved, levied and collected in the manner provided by general law for the levy of county ad valorem taxes.

SECTION 4. MUNICIPAL SERVICES TO BE FUNDED.

Revenues derived from ad valorem taxes levied within the MSTU shall be used for the provision of park facilities, including: the routine maintenance, capital and non-capital maintenance, improvements, and equipment of park facilities; the actual costs of maintenance, improvements and equipment; all administrative, overhead and staff costs, including, but not limited to, wages, salaries, and benefits; reimbursement or payment for any services, materials or supplies reasonably provided for the benefit of the MSTU; reimbursement of any monies or services provided in advance by the Board for services, supplies, or materials provided for the benefit of the MSTU; and costs of advertising, noticing, conducting hearings and meetings, auditing and recordkeeping, engineering and other professional fees, legal fees, court costs, and enforcing or collecting delinquent or uncollected taxes.

SECTION 5. LIMITATIONS ON ACTIONS.

Any action or proceeding to contest the validity or sufficiency of this Ordinance or any of its provisions must be commenced within thirty (30) days after the adoption of this Ordinance. After the expiration of such period of limitation, no right of action or defense founded upon the invalidity of said Ordinance or any of its provisions shall be asserted, nor shall the validity of this Ordinance or any of its provisions be open to question in any court upon any ground whatever, except in an action or proceeding commenced within such periods.

SECTION 6. SEVERABILITY.

It is declared to be the intent of the Board, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

SECTION 7. INCLUSION IN THE COUNTY CODE OF ORDINANCES.

It is the intent of the Board that the provisions of this Ordinance shall become and be made a part of the Pasco County Code of Ordinances, as a new Article VIII, Parks, Recreation, and Natural Resources Municipal Service Taxing Unit, in Chapter 102 – Taxation, and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "section,"

"article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 8. EFFECTIVE DATE.

The Pasco County Clerk and Comptroller shall file a copy of this Ordinance with the Florida Department of State by electronic mail within ten (10) days of its adoption, and this Ordinance shall be effective from the date of its filing with the Department of State.

ADOPTED with a quorum present and voting this 4th day of June, 2024.

ATTEST:

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

Ronald E. Oakley, Chairman

APPROVED
IN SESSION
JUN 04 2024
PASCO COUNTY
BCC

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

June 7, 2024

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk and Comptroller
The East Pasco Governmental Center
14236 6th Street, Suite 201
Dade City, Florida 33523

Dear Nikki Alvarez-Sowles:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Pasco County Ordinance No. 24-26, which was filed in this office on June 7, 2024.

Sincerely,

Matthew Hargreaves
Administrative Code and Register Director

MJH/wlh

SENT TO STATE

BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. 25-27**

AN ORDINANCE AMENDING THE PARKS, RECREATION, AND NATURAL RESOURCES MUNICIPAL SERVICE TAXING UNIT; PROVIDING FOR BOUNDARIES; PROVIDING FOR LEVY OF AN AD-VALOREM TAX; PROVIDING FOR THE AMENDED MUNICIPAL SERVICES TO BE FUNDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COUNTY CODE OF ORDINANCES; PROVIDING FOR LIMITATIONS ON ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 1 of the Florida Constitution, and Section 125.01, Florida Statutes, the Board of County Commissioners ("Board") of Pasco County, Florida (the "County"), has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general or special; and

WHEREAS, Sections 125.01(1)(q) and 125.01(1)(r), Florida Statutes, provide specific legislative authorization for counties to establish a municipal service taxing unit for any part or all of the unincorporated areas within its boundaries, within which may be provided essential facilities and municipal services, including recreation services and facilities; and

WHEREAS, on June 4, 2024, the Board, having identified the need for an additional dedicated funding source for routine maintenance, capital and non-capital maintenance, improvements, and equipment in order to maintain optimal levels of service and maintenance standards of park facilities, enacted Ordinance No. 24-26, creating the Parks, Recreation and Natural Resources Municipal Service Taxing Unit (MSTU); and

WHEREAS, the Board now wishes to amend MSTU Ordinance No. 24-26 to expand the services to be funded by the MSTU; and

WHEREAS, the Board finds that the park facilities and services described herein are essential facilities and municipal services, and the municipal service taxing unit serves a public purpose; and

WHEREAS, notice of intent to consider this Ordinance was given by publication at least 10 days before the public hearing, pursuant to Chapter 50, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED by the Pasco County Board of County Commissioners of Pasco County, Florida, that Article VIII, in **Chapter 102 – Taxation,** of the Pasco County Code of Ordinances, Section 102-453 – Municipal services to be funded, is amended as follows:

P40

(The full text of Section 102-453, original Section 4, is contained below. New language is shown underlined and deleted language is shown stricken.)

SECTION 1. FINDINGS.

The recitals set forth above are hereby adopted as legislative findings of the Board, are ratified and confirmed as being true and correct, and are hereby made a specific part of this Ordinance upon adoption.

SECTION 2. CREATION AND BOUNDARIES.

The Parks, Recreation, and Natural Resources Municipal Service Taxing Unit (MSTU) is hereby amended and restated as shown below, pursuant to Section 125.01(1)(q), Florida Statutes. The boundaries of the MSTU shall include all unincorporated areas of Pasco County, Florida. The MSTU will exist until dissolved by law.

SECTION 3. AUTHORIZATION TO LEVY AD VALOREM TAXES.

The Board is the governing body of the MSTU. The Board is hereby authorized to levy annual ad valorem taxes upon taxable real and personal property within the boundaries of the MSTU. The budget and millage rate for the MSTU shall be approved, levied and collected in the manner provided by general law for the levy of county ad valorem taxes.

SECTION 4. MUNICIPAL SERVICES TO BE FUNDED.

Revenues derived from ad valorem taxes levied within the MSTU shall be used for the provision of ~~park facilities~~ all the Parks, Recreation and Natural Resources Department's operations, programs, and functions, including ~~the~~ routine maintenance, capital and non-capital maintenance, improvements, and equipment ~~of park facilities; the actual costs of maintenance, improvements and equipment~~; all administrative, overhead and staff costs, including, but not limited to, wages, salaries, and benefits; reimbursement or payment for any services, materials or supplies reasonably provided for the benefit of the MSTU; reimbursement of any monies or services provided in advance by the Board for any purpose related to the MSTU, including services, supplies, or materials provided for the benefit of the MSTU; and costs of advertising, noticing, conducting hearings and meetings, auditing and recordkeeping, engineering and other professional fees, legal fees, court costs, and enforcing or collecting delinquent or uncollected taxes.

SECTION 5. LIMITATIONS ON ACTIONS.

Any action or proceeding to contest the validity or sufficiency of this Ordinance or any of its provisions must be commenced within thirty (30) days after the adoption of this Ordinance. After the expiration of such period of limitation, no right of action or defense founded upon the invalidity of said Ordinance or any of its provisions shall be asserted, nor shall the validity of this Ordinance or any of its provisions be open to question in any court upon any ground whatever, except in an action or proceeding commenced within such periods.

SECTION 6. SEVERABILITY.

It is declared to be the intent of the Board, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

SECTION 7. INCLUSION IN THE COUNTY CODE OF ORDINANCES.

It is the intent of the Board that the provisions of this Ordinance shall become and be made a part of the Pasco County Code of Ordinances, in Article VIII, Parks, Recreation, and Natural Resources Municipal Service Taxing Unit, in Chapter 102 – Taxation, and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 8. EFFECTIVE DATE.

The Pasco County Clerk and Comptroller shall file a copy of this Ordinance with the Florida Department of State by electronic mail within ten (10) days of its adoption, and this Ordinance shall be effective from the date of its filing with the Department of State.

ADOPTED with a quorum present and voting this 6th day of May, 2025.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

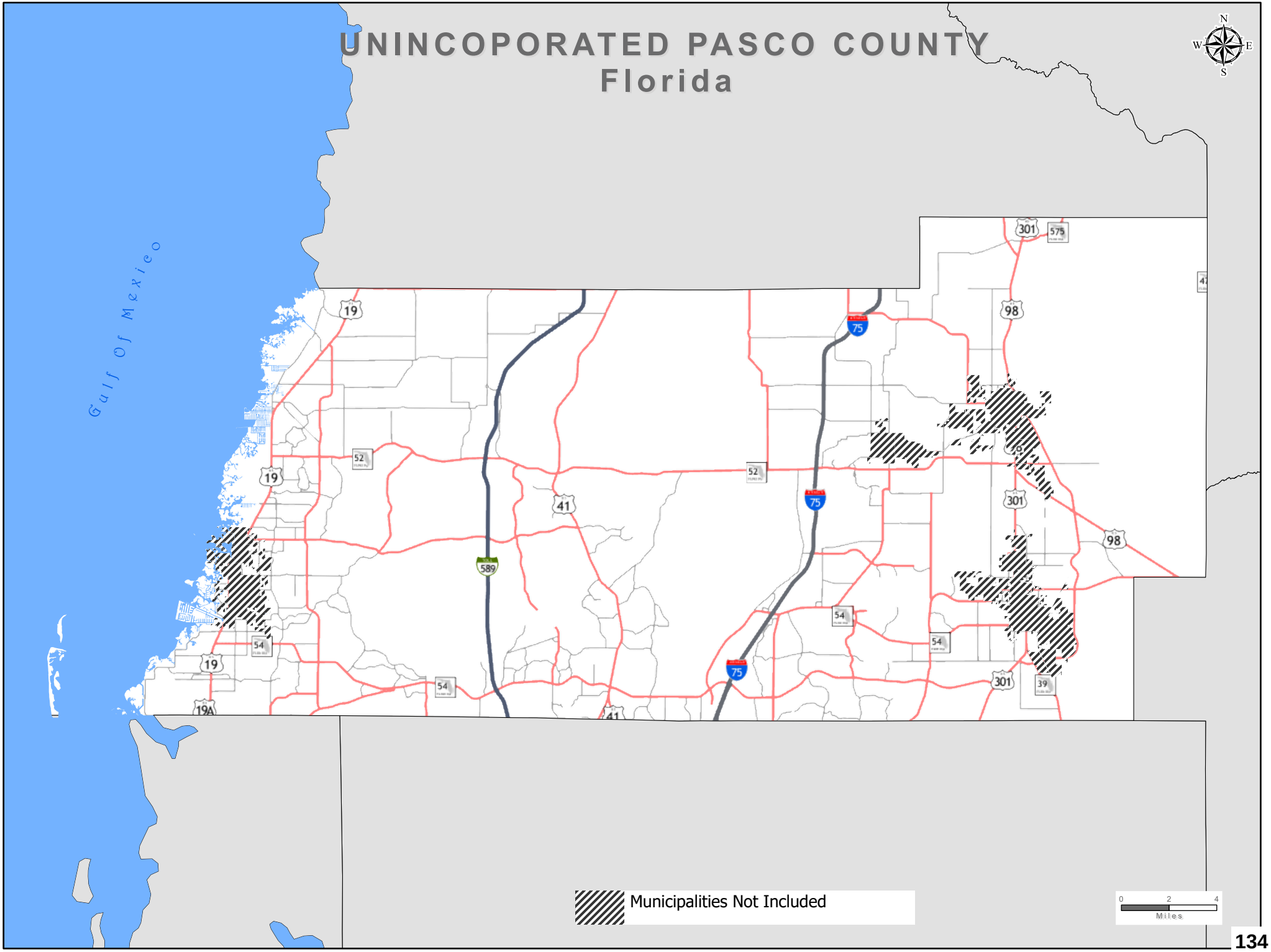
ATTEST:

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

Kathryn Starkey, Chairman

APPROVED IN SESSION
MAY 06 2025
PASCO COUNTY BCC


UNINCOPORATED PASCO COUNTY
Florida
Gulf Of Mexico
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52
41
589
75
301
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98
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Municipalities Not Included
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Miles

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

May 9, 2025

Nikki Alvarez-Sowles, Esq.
County Clerk and Comptroller
Pasco County
14236 6th Street, Suite 201
Dade City, Florida 33523

Dear Nikki Alvarez-Sowles:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Pasco County Ordinance No. 25-27, which was filed in this office on May 9, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

PART II
INTERLOCAL SERVICE BOUNDARY AGREEMENTS

171.20 Short title.
171.201 Legislative intent.
171.202 Definitions.
171.203 Interlocal service boundary agreement.
171.204 Prerequisites to annexation under this part.
171.205 Consent requirements for annexation of land under this part.
171.206 Effect of interlocal service boundary area agreement on annexations.
171.207 Transfer of powers.
171.208 Municipal extraterritorial power.
171.209 County incorporated area power.
171.21 Effect of part on interlocal agreement and county charter.
171.211 Interlocal service boundary agreement presumed valid and binding.
171.212 Disputes regarding construction and effect of an interlocal service boundary agreement.

171.20 Short title.—This part may be cited as the "Interlocal Service Boundary Agreement Act."

History.—s. 1, ch. 2006-218.

171.201 Legislative intent.—The Legislature intends to provide an alternative to part I of this chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated area of the county. The principal goal of this part is to encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community. This part is intended to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation. This part is intended to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments. It is the intent of this part to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability. This part is intended to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.

History.—s. 1, ch. 2006-218.

171.202 Definitions.—As used in this part, the term:

(1) "Chief administrative officer" means the municipal administrator, municipal manager, county manager, county administrator, or other officer of the municipality, county, or independent special district who reports directly to the governing body of the local government.

(2) "Enclave" has the same meaning as provided in s. 171.031.

(3) "Independent special district" means an independent special district, as defined in s. 189.012, which provides fire, emergency medical, water, wastewater, or stormwater services.

(4) "Initiating county" means a county that commences the process for negotiating an interlocal service boundary agreement through the adoption of an initiating resolution.

(5) "Initiating local government" means a county, municipality, or independent special district that commences the process for negotiating an interlocal service boundary agreement through the adoption of an initiating resolution.

(6) "Initiating municipality" means a municipality that commences the process for negotiating an interlocal service boundary agreement through the adoption of an initiating resolution.

(7) "Initiating resolution" means a resolution adopted by a county, municipality, or independent special district which commences the process for negotiating an interlocal service boundary agreement and which identifies the unincorporated area and other issues for discussion.

(8) "Interlocal service boundary agreement" means an agreement adopted under this part, between a county and one or more municipalities, which may include one or more independent special districts as parties to the agreement.

(9) "Invited local government" means an invited county, municipality, or special district and any other local government designated as such in an initiating resolution or a responding resolution that invites the local government to participate in negotiating an interlocal service boundary agreement.

(10) "Invited municipality" means an initiating municipality and any other municipality designated as such in an initiating resolution or a responding resolution that invites the municipality to participate in negotiating an interlocal service boundary agreement.

(11) "Municipal service area" means one or more of the following as designated in an interlocal service boundary agreement:

(a) An unincorporated area that has been identified in an interlocal service boundary agreement for municipal annexation by a municipality that is a party to the agreement.

(b) An unincorporated area that has been identified in an interlocal service boundary agreement to receive municipal services from a municipality that is a party to the agreement or from the municipality's designee.

(12) "Notified local government" means the county or a municipality, other than an invited municipality, that receives an initiating resolution.

(13) "Participating resolution" means the resolution adopted by the initiating local government and the invited local government.

(14) "Requesting resolution" means the resolution adopted by a municipality seeking to participate in the negotiation of an interlocal service boundary agreement.

(15) "Responding resolution" means the resolution adopted by the county or an invited municipality which responds to the initiating resolution and which may identify an additional unincorporated area or another issue for discussion, or both, and may designate an additional invited municipality or independent special district.

(16) "Unincorporated service area" means one or more of the following as designated in an interlocal service boundary agreement:

(a) An unincorporated area that has been identified in an interlocal service boundary agreement and that may not be annexed without the consent of the county.

(b) An unincorporated area or incorporated area, or both, which have been identified in an interlocal service boundary agreement to receive municipal services from a county or its designee or an independent special district.

History.—s. 1, ch. 2006-218; s. 67, ch. 2014-22.

171.203 Interlocal service boundary agreement.—The governing body of a county and one or more municipalities or independent special districts within the county may enter into an interlocal service boundary agreement under this part. The governing bodies of a county, a municipality, or an independent special district may develop a process for reaching an interlocal service boundary agreement which provides for public participation in a manner that meets or exceeds the requirements of subsection (13), or the governing bodies may use the process established in this section.

(1) A county, a municipality, or an independent special district desiring to enter into an interlocal service boundary agreement shall commence the negotiation process by adopting an initiating resolution. The initiating resolution must identify an unincorporated area or incorporated area, or both, to be discussed and the issues to be negotiated. The identified area must be specified in the initiating resolution by a descriptive exhibit that includes, but need not be limited to, a map or legal description of the designated area. The issues for negotiation must be listed in the initiating resolution and may include, but need not be limited to, the issues listed in subsection (6). An independent special district may initiate the interlocal service boundary agreement for the purposes of dissolving an independent special district or in response to a proposed annexation that would remove more than 10 percent of the taxable or assessable value of an independent special district.

(a) The initiating resolution of an initiating county must designate one or more invited municipalities. The initiating resolution of an initiating municipality may designate an invited municipality. The initiating resolution of an independent special district must designate one or more invited municipalities and invite the county.

(b) An initiating county shall send the initiating resolution by United States certified mail to the chief administrative officer of every invited municipality and each other municipality within the county. An initiating municipality shall send the initiating resolution by United States certified mail to the chief administrative officer of the county, the invited municipality, if any, and each other municipality within the county.

(c) The initiating local government shall also send the initiating resolution to the chief administrative officer of each independent special district in the unincorporated area designated in the initiating resolution.

(2) Within 60 days after the receipt of an initiating resolution, the county or the invited municipality, as appropriate, shall adopt a responding resolution. The responding resolution may identify an additional unincorporated area or incorporated area, or both, for discussion and may designate additional issues for negotiation. The additional identified area, if any, must be specified in the responding resolution by a descriptive exhibit that includes, but need not be limited to, a map or legal description of the designated area. The additional issues designated for negotiation, if any, must be listed in the responding resolution and may include, but need not be limited to, the issues listed in subsection (6). The responding resolution may also invite an additional municipality or independent special district to negotiate the interlocal service boundary agreement.

(a) Within 7 days after the adoption of a responding resolution, the responding county shall send the responding resolution by United States certified mail to the chief administrative officer of the initiating municipality, each invited municipality, if any, and the independent special district that received an initiating resolution.

(b) Within 7 days after the adoption of a responding resolution, an invited municipality shall send the responding resolution by United States certified mail to the chief administrative officer of the initiating county, each invited municipality, if any, and each independent special district that received an initiating resolution.

(c) An invited municipality that was invited by a responding resolution shall adopt a responding resolution in accordance with paragraph (b).

(d) Within 60 days after receipt of the initiating resolution, any independent special district that received an initiating resolution and that desires to participate in the negotiations shall adopt a resolution indicating that it intends to participate in the negotiation process for the interlocal service boundary agreement. Within 7 days after the adoption of the resolution, the independent special district shall send the resolution by United States certified mail to the chief administrative officer of the county, the initiating municipality, each invited municipality, if any, and each notified local government.

(3) A municipality within the county which is not an invited municipality may request participation in the negotiations for the interlocal service boundary agreement. Such a request must be accomplished by adopting a requesting resolution within 60 days after receipt of the initiating resolution or within 10 days after receipt of the responding resolution. Within 7 days after adoption of the requesting resolution, the requesting municipality shall send the resolution by United States certified mail to the chief administrative officer of the initiating local government and each invited municipality. The county and the invited municipality shall consider whether to allow a requesting municipality to participate in the negotiations, and, if they agree, the county and the municipality shall adopt a participating resolution allowing the requesting municipality to participate in the negotiations.

(4) The county, the invited municipalities, the participating municipalities, if any, and the independent special districts, if any have adopted a resolution to participate, shall begin negotiations within 60 days after receipt of the responding resolution or a participating resolution, whichever occurs later.

(5) An invited municipality that fails to adopt a responding resolution shall be deemed to waive its right to participate in the negotiation process and shall be bound by an interlocal agreement resulting from such negotiation process, if any is reached.

(6) An interlocal service boundary agreement may address any issue concerning service delivery, fiscal responsibilities, or boundary adjustment. The agreement may include, but need not be limited to, provisions that:

(a) Identify a municipal service area.

(b) Identify an unincorporated service area.

(c) Identify the local government responsible for the delivery or funding of the following services within the municipal service area or the unincorporated service area:

1. Public safety.

2. Fire, emergency rescue, and medical.
3. Water and wastewater.
4. Road ownership, construction, and maintenance.
5. Conservation, parks, and recreation.
6. Stormwater management and drainage.

(d) Address other services and infrastructure not currently provided by an electric utility as defined by s. 366.02(4) or a natural gas transmission company as defined by s. 368.103(4). However, this paragraph does not affect any territorial agreement between electrical utilities or public utilities under chapter 366 or affect the determination of a territorial dispute by the Public Service Commission under s. 366.04.

(e) Establish a process and schedule for annexation of an area within the designated municipal service area consistent with s. 171.205.

(f) Establish a process for land use decisions consistent with part II of chapter 163, including those made jointly by the governing bodies of the county and the municipality, or allow a municipality to adopt land use changes consistent with part II of chapter 163 for areas that are scheduled to be annexed within the term of the interlocal agreement; however, the county comprehensive plan and land development regulations shall control until the municipality annexes the property and amends its comprehensive plan accordingly.

(g) Address other issues concerning service delivery, including the transfer of services and infrastructure and the fiscal compensation to one county, municipality, or independent special district from another county, municipality, or independent special district.

(h) Provide for the joint use of facilities and the colocation of services.

(i) Include a requirement for a report to the county of the municipality's planned service delivery, as provided in s. 171.042, or as otherwise determined by agreement.

(j) Establish a procedure by which the local government that is responsible for water and wastewater services shall, within 30 days after the annexation or subtraction of territory, apply for any modifications to permits of the water management district or the Department of Environmental Protection which are necessary to reflect changes in the entity that is responsible for managing surface water under such permits.

(7) If the interlocal service boundary agreement addresses responsibilities for land use planning under chapter 163, the agreement must also establish the procedures for preparing and adopting comprehensive plan amendments, administering land development regulations, and issuing development orders.

(8) In order to ensure that the health and welfare of the residents affected by annexation will be protected, all fire and emergency medical services shall be provided by the existing provider of fire and emergency medical services to the annexed area and remain part of the existing municipal service taxing unit or special district unless:

(a) The county and annexing municipality reach an agreement, through interlocal agreement or other legally sufficient means, as to who shall provide these emergency services; or

(b) A fire rescue services element exists for the respective county's comprehensive plan filed with the state and the annexing municipality meets the criteria set forth.

(9) Each local government that is a party to the interlocal service boundary agreement shall amend the intergovernmental coordination element of its comprehensive plan, as described in s. 163.3177(6)(h)1., no later than 6 months following entry of the interlocal service boundary agreement consistent with s. 163.3177(6)(h)1.

(10) An affected person for the purpose of challenging a comprehensive plan amendment required by paragraph (6)(f) includes a person who owns real property, resides, or owns or operates a business within the boundaries of the municipal service area, and a person who owns real property abutting real property within the municipal service area that is the subject of the comprehensive plan amendment, in addition to those other affected persons who would have standing under s. 163.3184.

(11)(a) A municipality that is a party to an interlocal service boundary agreement that identifies an unincorporated area for municipal annexation under s. 171.202(11)(a) shall adopt a municipal service area as an amendment to its comprehensive plan to address future possible municipal annexation. The state land planning agency shall review the amendment for compliance with part II of chapter 163. The proposed plan amendment must contain:

1. A boundary map of the municipal service area.

2. Population projections for the area.

3. Data and analysis supporting the provision of public facilities for the area.

(b) This part does not authorize the state land planning agency to review, evaluate, determine, approve, or disapprove a municipal ordinance relating to municipal annexation or contraction.

(12) An interlocal service boundary agreement may be for a term of 20 years or less. The interlocal service boundary agreement must include a provision requiring periodic review. The interlocal service boundary agreement must require renegotiations to begin at least 18 months before its termination date.

(13) No earlier than 6 months after the commencement of negotiations, either of the initiating local governments or both, the county, or the invited municipality may declare an impasse in the negotiations and seek a resolution of the issues under ss. 164.1053-164.1057. If the local governments fail to agree at the conclusion of the process under chapter 164, the local governments shall hold a joint public hearing on the issues raised in the negotiations.

(14) When the local governments have reached an interlocal service boundary agreement, the county and the municipality shall adopt the agreement by ordinance under s. 166.041 or s. 125.66, respectively. An independent special district, if it consents to the agreement, shall adopt the agreement by final order, resolution, or other method consistent with its charter. The interlocal service boundary agreement shall take effect on the day specified in the agreement or, if there is no date, upon adoption by the county or the invited municipality, whichever occurs later. This part does not prohibit a county or municipality from adopting an interlocal service boundary agreement without the consent of an independent special district, unless the agreement provides for the dissolution of an independent special district or the removal of more than 10 percent of the taxable or assessable value of an independent special district.

(15) For a period of 6 months following the failure of the local governments to consent to an interlocal service boundary agreement, the initiating local government may not initiate the negotiation process established in this section to require the responding local government to negotiate an agreement concerning the same identified unincorporated area and the same issues that were specified in the failed initiating resolution.

(16) This part does not authorize one local government to require another local government to enter into an interlocal service boundary agreement. However, when the process for negotiating an interlocal service boundary agreement is initiated, the local governments shall negotiate in good faith to the conclusion of the process established in this section.

(17) This section authorizes local governments to simultaneously engage in negotiating more than one interlocal service boundary agreement, notwithstanding that separate negotiations concern similar or identical unincorporated areas and issues.

(18) Elected local government officials are encouraged to participate actively and directly in the negotiation process for developing an interlocal service boundary agreement.

(19) This part does not impair any existing franchise agreement without the consent of the franchisee, any existing territorial agreement between electric utilities or public utilities under chapter 366, or the jurisdiction of the Public Service Commission to resolve a territorial dispute involving electric utilities or public utilities in accordance with s. 366.04. In addition, an interlocal agreement entered into under this section has no effect in a proceeding before the Public Service Commission involving a territorial dispute. A municipality or county shall retain all existing authority, if any, to negotiate a franchise agreement with any private service provider for use of public rights-of-way or the privilege of providing a service.

(20) This part does not impair any existing contract without the consent of the parties.

History.—s. 1, ch. 2006-218; s. 35, ch. 2011-139; s. 9, ch. 2022-4.

171.204 Prerequisites to annexation under this part.—The interlocal service boundary agreement may describe the character of land that may be annexed under this part and may provide that the restrictions on the character of land that may be annexed pursuant to part I are not restrictions on land that may be annexed pursuant to this part. As determined in the interlocal service boundary agreement, any character of land may be annexed, including, but not limited to, an annexation of land not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation where the annexed area is not reasonably compact; however, such area must be "urban in character" as defined in s. 171.031. The interlocal service boundary agreement may not allow for annexation

of land within a municipality that is not a party to the agreement or of land that is within another county. Before annexation of land that is not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation of land that is not currently served by water or sewer utilities, one of the following options must be followed:

(1) The municipality shall transmit a comprehensive plan amendment that proposes specific amendments relating to the property anticipated for annexation to the Department of Commerce for review under chapter 163. After considering the department's review, the municipality may approve the annexation and comprehensive plan amendment concurrently. The local government must adopt the annexation and the comprehensive plan amendment as separate and distinct actions but may take such actions at a single public hearing; or

(2) A municipality and county shall enter into a joint planning agreement under s. 163.3171, which is adopted into the municipal comprehensive plan. The joint planning agreement must identify the geographic areas anticipated for annexation, the future land uses that the municipality would seek to establish, necessary public facilities and services, including transportation and school facilities and how they will be provided, and natural resources, including surface water and groundwater resources, and how they will be protected. An amendment to the future land use map of a comprehensive plan which is consistent with the joint planning agreement must be considered a small scale amendment.

History.—s. 1, ch. 2006-218; s. 61, ch. 2011-142; s. 7, ch. 2023-305; s. 37, ch. 2024-6.

171.205 Consent requirements for annexation of land under this part.—Notwithstanding part I, an interlocal service boundary agreement may provide a process for annexation consistent with this section or with part I.

(1) For all or a portion of the area within a designated municipal service area, the interlocal service boundary agreement may provide a flexible process for securing the consent of persons who are registered voters or own property in the area proposed for annexation, or of both such voters and owners, for the annexation of property within a municipal service area, with notice to such voters or owners as required in the interlocal service boundary agreement. The interlocal service boundary agreement may not authorize annexation unless the consent requirements of part I are met or the annexation is consented to by one or more of the following:

(a) The municipality has received a petition for annexation from more than 50 percent of the registered voters who reside in the area proposed to be annexed.

(b) The annexation is approved by a majority of the registered voters who reside in the area proposed to be annexed voting in a referendum on the annexation.

(c) The municipality has received a petition for annexation from more than 50 percent of the persons who own property within the area proposed to be annexed.

(2) If the area to be annexed includes a privately owned solid waste disposal facility as defined in s. 403.703 which receives municipal solid waste collected within the jurisdiction of multiple local governments, the annexing municipality must set forth in its plan the effects that the annexation of the solid waste disposal facility will have on the other local governments. The plan must also indicate that the owner of the affected solid waste disposal facility has been contacted in writing concerning the annexation, that an agreement between the annexing municipality and the solid waste disposal facility to govern the operations of the solid waste disposal facility if the annexation occurs has been approved, and that the owner of the solid waste disposal facility does not object to the proposed annexation.

(3) For all or a portion of an enclave consisting of more than 20 acres within a designated municipal service area, the interlocal service boundary agreement may provide a flexible process for securing the consent of persons who are registered voters or own property in the area proposed for annexation, or of both such voters and owners, for the annexation of property within such an enclave, with notice to such voters or owners as required in the interlocal service boundary agreement. The interlocal service boundary agreement may not authorize annexation of enclaves under this subsection unless the consent requirements of part I are met, the annexation process includes one or more of the procedures in subsection (1), or the municipality has received a petition for annexation from one or more persons who own real property in excess of 50 percent of the total real property within the area to be annexed.

(4) For all or a portion of an enclave consisting of 20 acres or fewer within a designated municipal service area, within which enclave not more than 100 registered voters reside, the interlocal service boundary agreement may

provide a flexible process for securing the consent of persons who are registered voters or own property in the area proposed for annexation, or of both such voters and owners, for the annexation of property within such an enclave, with notice to such voters or owners as required in the interlocal service boundary agreement. Such an annexation process may include one or more of the procedures in subsection (1) and may allow annexation according to the terms and conditions provided in the interlocal service boundary agreement, which may include a referendum of the registered voters who reside in the area proposed to be annexed.

History.—s. 1, ch. 2006-218; s. 11, ch. 2007-5; s. 32, ch. 2008-4; s. 4, ch. 2017-167.

171.206 Effect of interlocal service boundary area agreement on annexations.—

(1) An interlocal service boundary agreement is binding on the parties to the agreement, and a party may not take any action that violates the interlocal service boundary agreement.

(2) Notwithstanding part I, without consent of the county and the affected municipality by resolution, a county or an invited municipality may not take any action that violates the interlocal service boundary agreement.

(3) If the independent special district that participated in the negotiation process pursuant to s. 171.203(2)(d) does not consent to the interlocal service boundary agreement and a municipality annexes an area within the independent special district, the independent special district may seek compensation using the process in s. 171.093.

History.—s. 1, ch. 2006-218.

171.207 Transfer of powers.—This part is an alternative provision otherwise provided by law, as authorized in s. 4, Art. VIII of the State Constitution, for any transfer of power resulting from an interlocal service boundary agreement for the provision of services or the acquisition of public facilities entered into by a county, municipality, independent special district, or other entity created pursuant to law.

History.—s. 1, ch. 2006-218.

171.208 Municipal extraterritorial power.—This part authorizes a municipality to exercise extraterritorial powers that include, but are not limited to, the authority to provide services and facilities within the unincorporated area or within the territory of another municipality as provided within an interlocal service boundary agreement. These powers are in addition to other municipal powers that otherwise exist. However, this power is subject to the jurisdiction of the Public Service Commission to resolve territorial disputes under s. 366.04. An interlocal agreement has no effect on the resolution of a territorial dispute to be determined by the Public Service Commission.

History.—s. 1, ch. 2006-218.

171.209 County incorporated area power.—As provided in an interlocal service boundary agreement, this part authorizes a county to exercise powers within a municipality that include, but are not limited to, the authority to provide services and facilities within the territory of a municipality. These powers are in addition to other county powers that otherwise exist.

History.—s. 1, ch. 2006-218.

171.21 Effect of part on interlocal agreement and county charter.—A joint planning agreement, a charter provision adopted under s. 171.044(4), or any other interlocal agreement between local governments including a county, municipality, or independent special district is not affected by this part; however, a county, municipality or independent special district may avail itself of this part, which may result in the repeal or modification of a joint planning agreement or other interlocal agreement. A local government within a county that has adopted a charter provision pursuant to s. 171.044(4) may avail itself of the provisions of this part which authorize an interlocal service boundary agreement if such interlocal agreement is consistent with the charter of that county, as the charter was approved, revised, or amended pursuant to s. 125.64.

History.—s. 1, ch. 2006-218.

171.211 Interlocal service boundary agreement presumed valid and binding.—

(1) If there is litigation over the terms, conditions, construction, or enforcement of an interlocal service boundary agreement, the agreement shall be presumed valid, and the challenger has the burden of proving its invalidity.

(2) Notwithstanding part I, it is the intent of this part to authorize a municipality to enter into an interlocal service boundary agreement that enhances, restricts, or precludes annexations during the term of the agreement.

History.—s. 1, ch. 2006-218.

171.212 Disputes regarding construction and effect of an interlocal service boundary agreement.—If there is a question or dispute about the construction or effect of an interlocal service boundary agreement, a local government shall initiate and proceed through the conflict resolution procedures established in chapter 164. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in chapter 164, the local government may file an action in circuit court. For purposes of this section, the term "local government" means a party to the interlocal service boundary agreement.

History.—s. 1, ch. 2006-218.

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, Police Department

DATE: May 19, 2026

RE: Consider Addendum Three: Extension of 2023 Interlocal Agreement for Legal Services w/Pasco Sheriff

REQUEST:
The request before the council is to approve Addendum Three, which extends the existing 2023 Interlocal Agreement between the Pasco County Sheriff's Office and the New Port Richey Police Department from July 13, 2026, to July 13, 2027. The 2023 Interlocal Agreement outlines the legal services provided by the Sheriff's Office for prosecuting our department's Risk Protection Orders before the Circuit Court.

DISCUSSION:
The State of Florida has enacted "Red Flag Laws" under Florida State Statute 790.401, which empower law enforcement agencies statewide to take possession of firearms from individuals who are deemed to be a danger to themselves or others. Moreover, these laws facilitate the removal of firearms from individuals through the circuit court for a period of up to one year to safeguard the community.

Currently, the Pasco County Sheriff's Office provides the services of its attorneys to file and prosecute Risk Protection Orders before the Circuit Court on behalf of the New Port Richey Police Department. This arrangement is considered a best practice for our department because it ensures that Risk Protection Orders are handled by a legal unit within the Sheriff's Office that specializes and excels in this area of law. Additionally, this partnership continues to strengthen the existing synergies between the Sheriff's Office and the New Port Richey Police Department by fostering collaboration aimed at preventing dangerous individuals from accessing firearms.

City Attorney Tim Driscoll has reviewed the Addendum Three Agreement and approved it as to form.

RECOMMENDATION:
Staff recommends that the council approve Addendum Three of the 2023 Interlocal Agreement with the Pasco County Sheriff's Office.

BUDGET/FISCAL IMPACT:
The funds for the 2023 Interlocal Agreement extension are allocated in the F.Y. 2026 police budget.

ATTACHMENTS:

- RPO Addendum Three - 7-13-26 thru 7-13-27.docx
- RPO Addendum Two - 7-13-25 thru 7-13-26.pdf
- RPO Addendum One - 7-13-24 thru 7-13-25.pdf
- RPO Original 2023 Legal Services Agreement.pdf

ADDENDUM THREE

THIS ADDENDUM THREE is to the Interlocal Agreement between the Pasco Sheriff's Office and the City of New Port Richey/New Port Richey Police Department for the Provision of Legal Services

WHEREAS, the parties entered into an agreement effective July 14, 2023 (the "Agreement"); and

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the parties wish to renew the Agreement for a period of one year and update information in the Agreement.

A. Pursuant to Paragraph 2, "Term" the Parties may renew the Agreement for a period of one year upon the agreement of both Parties. The Parties hereby agree to renew the agreement between the parties ending on July 13, 2026, under the same terms and conditions for an additional one (1) year period, beginning on July 13, 2026, and ending July 13, 2027.
B. All other terms and conditions of the Agreement and all Addenda remain the same.

By signing below, the Parties agree to the terms hereof and affirmatively represent that they have authority to execute this Addendum Three.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum Three, by and through their duly authorized officers on the last date indicated below.

PASCO SHERIFF'S OFFICE

_____ _____

Chris Nocco, Sheriff
Pasco Sheriff's Office

Date

CITY OF NEW PORT RICHEY

Attest:

_____ _____

Judy Meyers, CMC, City Clerk

Alfred C. Davis, Mayor - Councilmember

_____

Date

For the use and reliance of the
City of New Port Richey only:

_____

Robert P. Kochen, Chief of Police Date
New Port Richey Police Department

Approved as to form and legality:

_____ _____

Timothy P. Driscoll, City Attorney Date

ADDENDUM TWO

THIS ADDENDUM TWO is to the Interlocal Agreement between the Pasco Sheriff's Office and the City of New Port Richey/New Port Richey Police Department for the Provision of Legal Services

WHEREAS, the parties entered into an agreement effective July 14, 2023 (the "Agreement"); and

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the parties wish to renew the Agreement for a period of one year and update information in the Agreement.

A. Pursuant to Paragraph 2, "Term" the Parties may renew the Agreement for a period of one year upon the agreement of both Parties. The Parties hereby agree to renew the agreement between the parties ending on July 13, 2025 under the same terms and conditions for an additional one (1) year period, beginning on July 13, 2025 and ending July 13, 2026.
B. All other terms and conditions of the Agreement and all Addenda remain the same.

By signing below, the Parties agree to the terms hereof and affirmatively represent that they have authority to execute this Addendum Two.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum Two, by and through their duly authorized officers on the last date indicated below.

PASCO SHERIFF'S OFFICE

Sheriff Chris Nocco
2025.08.21 15:29:35 -04'00'

Chris Nocco, Sheriff
Pasco Sheriff's Office

Date

CITY OF NEW PORT RICHEY

Attest:

CITY OF NEW PORT RICHEY FLORIDA FOUNDED 1924

Judy Meyers, MMC, City Clerk

Alfred C. Davis, Mayor - Councilmember

Date

For the use and reliance of the
City of New Port Richey only:

8/6/25

Robert P. Kochen, Chief of Police — Date
New Port Richey Police Department

Approved as to form and legality:

Timothy P. Driscoll, City Attorney

8/6/25

Date

ADDENDUM ONE

THIS ADDENDUM ONE is to the Interlocal Agreement between the Pasco Sheriff's Office and the City of New Port Richey/New Port Richey Police Department for the Provision of Legal Services

WHEREAS, the parties entered into an agreement effective July 14, 2023 (the "Agreement"); and

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the parties wish to renew the Agreement for a period of one year and update information in the Agreement.

A. Pursuant to Paragraph 2, "Term" the Parties may renew the Agreement for a period of one year upon the agreement of both Parties. The Parties hereby agree to renew the agreement between the parties ending on July 13, 2024 under the same terms and conditions for an additional one (1) year period, beginning on July 14, 2024 and ending July 13, 2025.

B. The address of the Pasco Sheriff's Office in the Agreement and all exhibits shall be updated to 8661 Citizens Drive, New Port Richey, Florida 34654. Aoife Ritchie's information in Exhibit A shall be updated to Aoife Keenan and the email address shall be updated to AKeenan@pascosheriff.org.

By signing below, the Parties agree to the terms hereof and affirmatively represent that they have authority to execute this Addendum One.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum One, by and through their duly authorized officers on the last date indicated below.

PASCO SHERIFF'S OFFICE

Chris Nocco, Sheriff
Pasco Sheriff's Office

Date 4/25/24

CITY OF NEW PORT RICHEY

Attest:

Judy Meyers, CMC, City Clerk

Alfred C. Davis, Mayor - Councilmember

4/16/24

Date

For the use and reliance of the
City of New Port Richey only:

Robert P. Kochen, Chief of Police
New Port Richey Police Department

Date

Approved as to form and legality:

Timothy P. Driscoll, City Attorney

4/16/24

Date

AN INTERLOCAL AGREEMENT BETWEEN
PASCO SHERIFF'S OFFICE AND
THE CITY OF NEW PORT RICHEY/NEW PORT RICHEY POLICE
DEPARTMENT FOR THE PROVISION OF LEGAL SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into by and between Pasco Sheriff's Office ("PSO"), and the City of New Port Richey, a Florida municipal corporation, on behalf of the New Port Richey Police Department ("NPRPD") (collectively, "the Parties"), and

WHEREAS, §163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling then to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, Part 1 of Chapter §163 of the Florida Statutes permits public entities to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately;

WHEREAS, the PSO and the NPRPD recognize the benefits of law enforcement agencies engaging in cooperative ventures and in working together to better provide for public safety and the enforcement of the laws of the State of Florida;

WHEREAS, the PSO has four (4) attorneys in its employment, whose duties include handling actions for Risk Protection Orders "RPOs");

WHEREAS, the PSO and the NPRPD recognize that these attorneys may, in addition to their work for the PSO, obtain Risk Protection Orders on behalf of the NPRPD;

NOW, THEREFORE, in consideration of the foregoing, the PSO and the NPRPD agree as follows:

1. **Purpose:** This purpose of this Agreement is to enable the PSO attorneys to represent the NPRPD in certain specified legal matters and related ancillary legal services to the NPRPD.

2. **Term:** This Agreement will take effect upon execution of this Agreement by all parties and will remain in effect for one year. This Agreement may be renewed for periods of (1) year at the agreement of both parties.

3. **PSO's Duties**
    a. **Risk Protection Orders:** The PSO will provide the services of its attorneys to review, file, and prosecute actions for Risk Protection Orders on behalf of the NPRPD, and will represent the NPRPD, including all trial-level proceedings and appeals. No other legal services will be provided. Legal advice will be limited to issues related to Risk Protection Orders.
4. **City's Duties:**
    a. **Payment:** In exchange for the services rendered by the PSO and its legal counsel, the NPRPD will pay the PSO for legal services based on the hourly rate of the PSO Assistant General Counsel.
        i. Itemized invoices will be submitted by the PSO to the NPRPD on a monthly basis.
    b. **Costs:** The PSO will incur costs in carrying out its duties under this Agreement. These costs include costs for which the PSO will be entitled to reimbursement from the NPRPD and costs for which the NPRPD will not be entitled to reimbursement from PSO:
        i. **Reimbursable Costs:** Reimbursable costs are costs that would not have been incurred by the PSO but for its attorneys representing the NPRPD in actions for Risk Protection Orders. These include but are not limited to use of court reporters, obtaining transcripts, and other costs incurred prosecuting Risk Protection Orders for the NPRPD.
        ii. **Non-reimbursable Costs:** Non-reimbursable costs are costs that would be incurred by the PSO irrespective of whether its attorneys represented the NPRPD, and also include salaries, benefits, vehicle costs, and other costs incurred in the carrying-out of routine office duties.

c. **Initial Payment and Reimbursement:** Any reimbursable costs incurred by the PSO in carrying out its duties under this Agreement will initially be paid for by the PSO. The NPRPD will later reimburse the PSO for these costs.

d. **Time for Reimbursement:** The NPRPD will pay invoices for services and costs within 30 days of receipt of invoice.

5. **Assistance from NPRPD:**

a. NPRPD shall render upon request from PSO attorneys any requested aid and assistance in procuring NPRPD records, information and/or employees necessary for PSO attorneys to perform their duties pursuant to this Agreement.

i. The Operations Commander from NPRPD shall serve as the point of contact for RPO actions.

ii. All NPRPD agency members shall complete an annual training session conducted by PSO legal on RPO actions.

iii. The officer completing the RPO shall contact the Operations Commander to advise of a RPO. The Operations Commander shall contact a PSO attorney via email at Legal@pascosheriff.org, to advise of the completed RPO. In emergency situations, where a PSO attorney needs to be contacted outside of normal business hours, the Operations Commander shall be the only person to contact the attorney.

iv. With the input of PSO attorneys, NPRPD will complete all necessary forms for use in RPO actions.

v. All reports and photographs shall be submitted to the Pasco Sheriff's Office legal department within three (3) business days. NPRPD shall advise of any other evidence that may be necessary for prosecuting the RPO.

vi. NPRPD will follow the procedure outlined in Attachment A to this Interlocal Agreement when requesting a RPO action.

vii. NPRPD officers will attend all hearings on RPOs without the need for a subpoena.

6. **Employment Status:** The PSO attorneys, executive secretary, and any other employees of the PSO that provide services to the NPRPD under this Agreement will at all times and for all purposes be considered employees of the PSO and not of the NPRPD or the City of New Port Richey.
7. **Sovereign Immunity:** The PSO and the City of New Port Richey shall each be liable for their own actions and negligence and agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available to the PSO or the City of New Port Richey. Nothing herein shall be construed as consent by either the PSO or the City of New Port Richey to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.
8. **Relationship of the Parties:** Except as set forth herein, neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations of the other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties, except as outlined herein.
9. **Delegation of Duty:** Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of either Party.
10. **No Third Party Beneficiaries:** This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.
11. **Severability:** The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.
12. **Amendments to this Agreement:** Any amendments to this Agreement shall be by written instrument executed by both Parties.

13. **Termination of Agreement:** Either party may terminate this Agreement by providing written notice to the other party. The Agreement will terminate on the last day of the calendar month following the date notice is given to the other party. If the Agreement is terminated early by either party, the PSO will provide services until the Agreement is terminated and the NPRPD will be responsible for payment of services provided under this Agreement.
14. **Assignment; Binding Agreement:** This Agreement and the duties and obligations hereunder may not be transferred or assigned by either Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.
15. **Governing Law and Venue:** This Agreement shall be construed in accordance with the laws of the State of Florida. Any action brought pursuant to this Agreement must be brought in the court of appropriate jurisdiction in the state courts of Pasco County, Florida. Any action that may exclusively be brought in federal court must be brought in the Middle District of Florida, Tampa Division.
16. **Entirety of Contractual Agreement:** The Parties agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.
17. **Public Records:**
    a. **Duties:** Each party will comply with the public records laws of the State of Florida, including the requirements set forth in s. 119.0701(2)(b) to:
        i. Keep and maintain public records required by the public agency to perform the service;
        ii. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
        iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and

iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. Questions: **IF THE PSO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HIS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OF THE NEW PORT RICHEY POLICE DEPARTMENT AT: HEATHER PETERSON, ADMINISTRATIVE ASSISTANT, PETERSONH@CITYOFNEWPORTRICHEY.ORG, 6739 ADAMS STREET, NEW PORT RICHEY, FLORIDA 34652. IF THE CITY OF NEW PORT RICHEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OF THE PASCO SHERIFF'S OFFICE AT: CAITLIN MORRISON, RECORDS DIRECTOR, CMORRISON@PASCOSHERIFF.ORG, 8700 CITIZENS DRIVE, NEW PORT RICHEY, FLORIDA 34654.**

18. **Electronic Signatures:** Electronic signatures or scanned images of signatures to this Agreement shall be treated as original signatures in all respects.

PASCO SHERIFF'S OFFICE

Chris Nocco 2023.07.14 14:17:30 -04'00'

Chris Nocco
Sheriff of Pasco County

Date

CITY OF NEW PORT RICHEY

Attest:

Judy Meyers, CMC, City Clerk

Alfred C. Davis, Mayor-Councilmember

7/5/23
Date

CITY OF NEW PORT RICHEY FLORIDA
FOUNDED 1924

For the use and reliance of the
City of New Port Richey only:

7/5/23
Robert P. Kochen, Chief of Police Date
New Port Richey Police Department

Approved as to form and legality

Timothy P. Driscoll, City Attorney

7/5/23
Date

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, Police Department

DATE: May 19, 2026

RE: Request Approval of Police Federal Equitable Sharing Expenditures

REQUEST:
The request for the City Council is to approve Police Federal Equitable Sharing expenditures not to exceed $110,000.00. Additionally, the council is being asked to approve the corresponding budget amendment from the finance division, which allocates these Federal Equitable Sharing funds into the Police Department's F.Y. 2025/2026 budget.

DISCUSSION:
The above-mentioned funds exist to support police operations with dollars legally obtained from illegal activities. The funds in our Federal Equitable Sharing accounts are meant to be utilized by the New Port Richey Police Department to support the agency's mission to safeguard our community. It should be noted that oversight of these funds and the use thereof is accomplished through audits by State and Federal Officials, and mandatory spending approval by the New Port Richey City Council.

The Equitable Sharing expenditure list is as follows:

Federal Equitable Sharing Account – total expenditures 110,000.00:

1. One police utility vehicle (UTV) for city events, downtown community policing, general police operations, and emergency management operations. This includes equipment, accessories, and decal markings. Expenditures are not to exceed $30,000.00 for this utility vehicle and all its accessories. This vehicle will complement our two existing police utility vehicles, which are primarily used in the downtown area.
2. Purchase 55 upgraded police rifles, which will replace existing department rifles that are at or beyond their end-of-life cycle. This purchase includes upgraded rifles and accessories. Expenditures are not to exceed $80,000.00 for the police rifles and accessories.

RECOMMENDATION:
Approve Police Federal Equitable Sharing expenditures as outlined in this memorandum not to exceed $110,000.00. Finally, approve the corresponding budget amendment from the finance division, which allocates these Federal Equitable Sharing funds into the Police Department's F.Y. 2025/2026 budget.

BUDGET/FISCAL IMPACT:

Police Federal Equitable Sharing Account $110,000.00

ATTACHMENTS:
- Budget Amendment - Equitable Sharing.pdf

NEW PORT RICHEY
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BUDGET AMENDMENT REQUEST

Date 5/19/2026 **NO.** _____

INCREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001 389950	General	Prior Year Reserves - Restricted	67,305	110,000	177,305
001064 46431	General	Special Purpose Equipment	651,645	110,000	761,645
					-
					-
					-
					-
					-
					-

DECREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget

Explanation: use of Federal Equitable Sharing Forfeiture funds for the purchase of UTV and tactical equipment.

Requested By: Robert Kochen
Department Head

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

NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Colin Eichenmuller, Public Works Department

DATE: May 19, 2026

RE: Peace Hall Renovations Project Task Order No. 26-019 – Engineering Services

REQUEST:

Attached for City Council review and consideration for approval is the attached engineering services task order in the amount not to exceed $108,750.00 from RGA Design, LLC for design, permitting, bid, and construction phase for the 2026 Peace Hall Renovation Project.

DISCUSSION:

As the City Council may recall, the structure now known as Historic Peace Hall was originally completed on March 9, 1919, as Our Lady Queen of Peace Catholic Church, then located along Washington Street. In 1921, the building was altered as a result of hurricane winds and was lifted from its foundation and rotated from its original southern orientation to a nearly due west-facing position; where it was to remain. Throughout the 1920s, the foundation was further modified and reconstructed, enabling the church to remain in active use for approximately four decades, until a new parish facility was constructed in the 1960s. On June 5, 2001, the building was relocated to Sims Park, where it was subsequently restored by the City of New Port Richey and formally dedicated on February 24, 2005, as Peace Hall.

This project includes the rehabilitation of the Peace Hall structure. The goal of this project is to implement City Council's desire to improve the structure's useability while maintaining its historic features. This project also includes the upgrading of finishes and new code compliant components based upon the deficiency analysis that was performed in 2025.

The City is currently collaborating with RGA Design LLC on several projects, including the City Hall Campus Resiliency Project and the James E. Grey Preserve Restroom Project. To date, both efforts have demonstrated successful partnerships between RGA Design LLC and the City of New Port Richey. Based on this experience, the City is confident in RGA Design LLC's ability to deliver designs that are both functional and visually cohesive, while thoughtfully preserving the historic character of the facilities.

RECOMMENDATION:
Approval of the task order is recommended

BUDGET/FISCAL IMPACT:

This project is included in the city current Capital Improvement Program

ATTACHMENTS:

- Task Order No. 26-019 -NPR Peace Hall Renovation DRAFT.pdf
- Peace Hall Conceptual Image.pdf

TASK ORDER NO. 26-019

SCOPE OF SERVICES AND FEE PROPOSAL

PEACE HALL RENOVATION
CITY OF NEW PORT RICHEY

I. PROJECT SCOPE

Description:

The scope of this project includes the rehabilitation of A 1920s Church Building that has been converted into an event space known as Peace Hall. The goal of this project is to improve the buildings useability while keeping its historic charm through upgraded finishes and new code compliant components. The renovations in this task order are based on the "Deficiency Analysis" that was provided on Mar 28, 2025. A breakdown of each component can be seen in the associated "RGA Peace Hall Sheet Count". With design considerations listed below:

Design Considerations:

I. **Historic Preservation:** Maintain the architectural character of Peace Hall while ensuring modern code compliance. All exterior modifications, including siding, roofing, and windows, will respect the building's original aesthetic.

II. **ADA Compliance and Accessibility:** Ensure all public areas, including entrances, restrooms, and pathways, meet ADA standards, including properly sized doorways, compliant ramps, and accessible restroom facilities.

III. **Structural Additions:** Evaluate and reinforce existing structural elements to support any new modifications, including elevated floor areas and porch additions, while maintaining the building's stability.

IV. **Energy Efficiency:** Upgrade insulation in walls, roof, and floors to meet current energy code requirements. Replace windows with impact-resistant, insulated, low-E glass units for improved thermal performance.

V. **Functional Layouts:** Rework the banquet hall to maximize usability, including bar area upgrades, revised restroom configurations, and enhanced lighting options.

VI. **Client Vision:** Balance code compliance and design enhancements with the City of New Port Richey's vision for Peace Hall as a multi-purpose event space.

1.0 PRELIMINARY INVESTIGATION/ PRICING EXERCISE

- Completed In last phase

1.1 TOPOGRAPHIC SURVEY

After consulting with the CIVIL ENGINEER, we have been given the recommendation to update the survey of the surrounding area. The listed fee will serve 1 acre of the surrounding property.

- Topographic Survey

1.2 ELEVATION CERTIFICATE

2.0 PERMIT DRAWINGS

the ARCHITECT will prepare permit drawings and provide these to the CITY for review. The final documents will be suitable for establishing a construction contract for the project while being in sufficient detail to permit construction by the contractor.

3.0 PERMITTING

The CITY has indicated that Permitting will be performed by the CITY. The ARCHITECT will respond to permit review comments in a timely manner.

4.0 BID PHASE SERVICES

4.1 Document Delivery: Upon advertisement of the Contract and initiation of the bidding process, the ARCHITECT will provide the Contract Documents to the CITY in PDF format. The ARCHITECT will assist the CITY in the distribution of the bid documents to the interested bidders/parties upon request.

4.2 Pre-Bid Meeting: Upon scheduling of the Pre-Bid Meeting by the CITY, the ARCHITECT will coordinate with the CITY to develop the meeting agenda. The ARCHITECT will be directly involved in the meeting communications and adequately describe the project specifics to the attending bidders/parties. The ARCHITECT will answer all pertinent questions and issue any necessary addendums that result from the Pre-Bid Meeting.

4.3 Bid and Award Assistance: The ARCHITECT will communicate with the interested bidders/parties during the time period between contract advertisement and bid submission. The ARCHITECT will assist the CITY in preparing the required advertisement for bids, review bids, prepare a bid tabulation and memorandum regarding the award of the construction contract.

5.0 CONSTRUCTION PHASE SERVICES

5.1 Pre-Construction Meeting: Upon award of the construction contract, the ARCHITECT will assist the CITY during the construction phase by attending the pre-construction conference.

5.2 Work Recommendations: The ARCHITECT will communicate with the CITY and contractor throughout the construction phase and respond to any construction or design issues that are conveyed by either party. The ARCHITECT will interpret the plans and specifications for the contractor and assist with resolution of construction difficulties encountered. If warranted, the ARCHITECT will modify the design drawings to illustrate the required additional changes so that the project can be successfully completed.

5.3 Shop Drawing and Submittal Reviews: In accordance with the Contract Documents, the selected contractor will be required to provide submittals to the ARCHITECT and obtain approvals prior to installing the materials. The ARCHITECT will review contractor submittals for general conformance with the Contract Documents and return them to the CITY and contractor for subsequent processing.

5.4 Construction Observation / Field Services: The ARCHITECT will conduct progress meetings as needed as well as periodic site visits to observe the work in progress and consult with the CITY's inspector to monitor conformance with the Contract Documents. An average field observation time of 5 hours every 2 weeks has been estimated by the ARCHITECT throughout the six (6) month estimated construction phase.

5.5 Project Closeout: In order to properly close out the project, it is anticipated that the ARCHITECT will be required to submit a Certificate of Substantial Completion. This Certificate will fix the date when the entire work is considered substantially complete and ready for its intended use. It will identify significant items that need to be addressed or corrected before final payment can be recommended. Upon resolution and completion of the items mentioned in the Certificate and submittal of all contractual documents by the contractor, the ARCHITECT will review the final Change Order and submit a Recommendation of Final Payment to the CITY.

6.0 PROJECT ALLOWANCE FOR AUTHORIZED ADDITIONAL SERVICES

In the event that other additional work is required or requested by the CITY, which may arise from unforeseen field conditions, changes in the project limits, and/or permitting services, this task is intended to provide an allowance for such work. Such additional work shall be authorized in writing by CITY.

II. DELIVERABLES

This Scope of Services is to include the following deliverables:

- As-built drawings of the existing building in preferred CAD Software

- Permit Drawings
- Certificate of Final Completion
- Recommendation for Final Payment

III. ASSUMPTIONS

This Scope of Services is based upon the following assumptions:

- The CITY has no as-built drawings of the existing building
- The construction phase is estimated to be six (6) months
- CITY staff and ARCHITECT will be reviewing and approving contractor Pay Apps

IV. ARCHITECT'S COMPENSATION

For the Project Scope described above the CITY will compensate the ARCHITECT on a fixed fee basis, as follows:

Fee Schedule

Description	Fee
1.0 Preliminary Investigation/ Pricing Exercise	*Completed*
1.1 Topographic Survey	TBD
1.2 Elevation Certificate	TBD
2.0 Permit Drawings	$ 95,250.00
- *Architectural*	*($ 39,250.00)*
- *Structural Engineering*	*($ 20,000.00)*
- *MEP Engineering*	*($ 10,500.00)*
- Civil Engineering	*($ 10,500.00)*
4.0 Bid Phase Services	$ 6,500.00
5.0 Construction Phase Services	$ 22,000.00
6.0 Project Allowance for Authorized Additional Services	TBD
Total Lump Sum Authorization:	$ 108,750.00

V. ADDITIONAL SERVICES REQUIRING AUTHORIZATION IN ADVANCE

During the course of the work, the ARCHITECT shall notify the CITY in writing of any unanticipated costs or out of scope work and shall provide a new estimate for that work to the CITY for approval. If required by the ARCHITECT and authorized by the CITY, additional services related to this Task Order shall be provided by the ARCHITECT for additional professional fees negotiated with and agreed to by the CITY. It is anticipated that the allowance in Task 6.0 will provide the funding for additional authorized services.

VI. PROJECT SCHEDULE

The ARCHITECT will begin the activities described herein within two weeks of receiving written notice to proceed. The estimated project schedule is outlined as follows:

Task		Weeks to Complete After Notice to Proceed Issued
1.0	Preliminary Design	4
2.0	Permit Drawings	12
3.0	Permitting	4
4.0	Bid Phase Services	4
5.0	Construction Phase Services	24

TASK ORDER NO. 25-00X

PEACE HALL RENOVATION

RGA DESIGN, LLC

A. SCOPE OF SERVICES – The City of New Port Richey hereby authorizes the firm of RGA Design, LLC to perform the specific services summarized on the attached statement entitled TASK ORDER NO. 26-019, SCOPE OF SERVICES AND FEE PROPOSAL.

B. TIME OF COMPLETION – Work under this Authorization will begin upon Notice to Proceed from the City and will be completed within the schedule presented on the attached statement entitled TASK ORDER NO. 26-019, SCOPE OF SERVICES AND FEE PROPOSAL.

C. KEY PERSONNEL – RGA Design, LLC shall appoint a single representative with whom the City of New Port Richey shall coordinate. This representative shall have the authority to transmit instructions, receive information, interpret and deliver decisions, etc. Key personnel assigned to the project by RGA Design, LLC shall not be removed from the project without the prior written approval of the City of New Port Richey. For this authorization key personnel are as follows: Miles Fischer, RGA Design, LLC.

D. COMPENSATION – Professional fees for this authorization will be a fixed fee in accordance with the AGREEMENT FOR Professional Architectural Services with the City of New Port Richey, dated March 18, 2020.

E. ACCEPTANCE – By signature hereon, the parties each accept the provisions of this TASK ORDER NO. 26-019 and authorize the Consultant to proceed at the direction of

the City's representative, in accordance with the SCOPE OF SERVICES AND FEE PROPOSAL.

Witness:

_____

RGA Design, LLC

_____
William Henry

_____
Date

Attest:

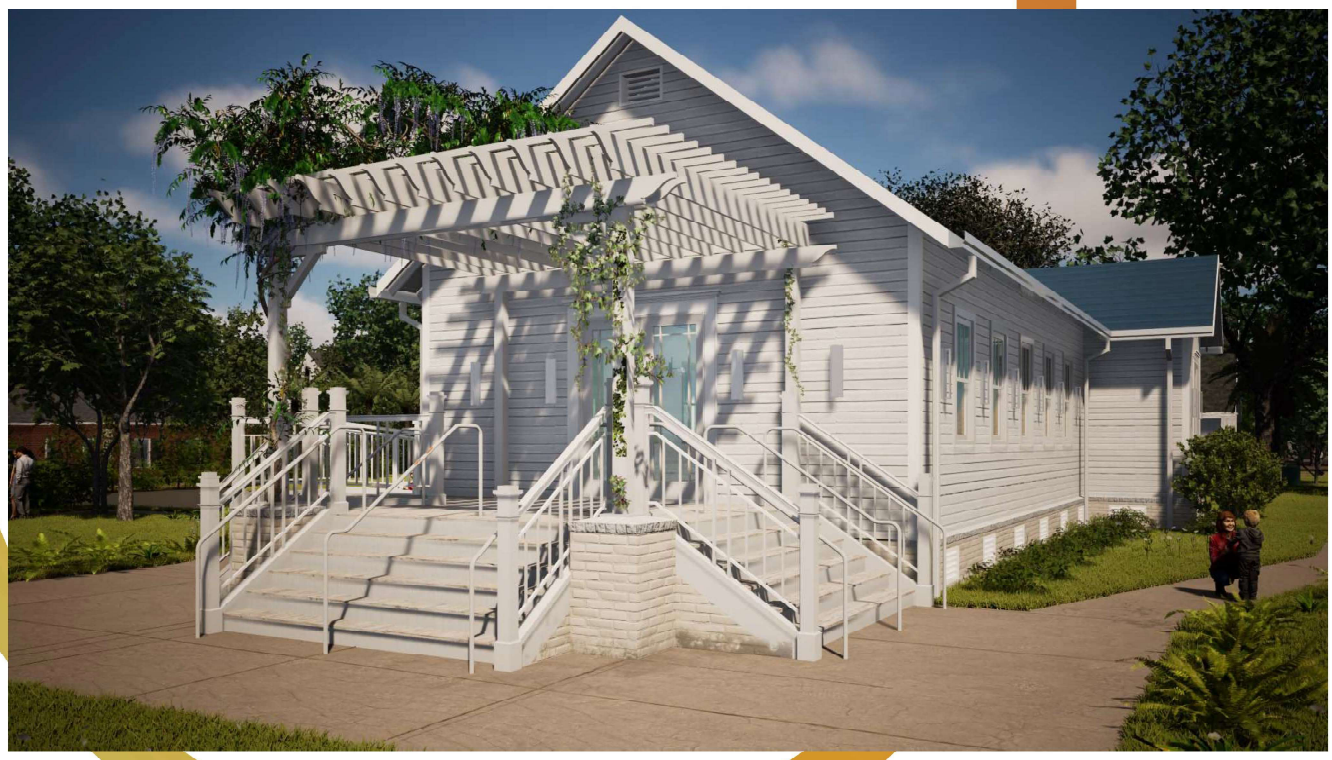
CITY OF NEW PORT RICHEY, FLORIDA

_____
City Clerk

_____
Mayor

_____
Date

1



1

OPTION 1

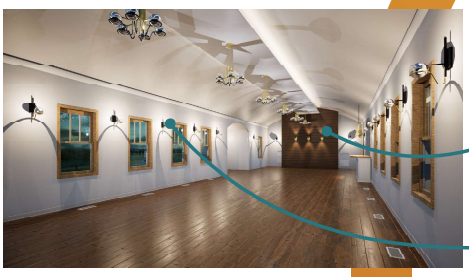
FRONT SIDE



WHITEFORTH RANGE FULL BRICK
BRICKIT



BALLROOM



JONI 16 WALL
VISUAL COMFORT & CO.



CROSBY MEDIUM SCONCE
VISUAL COMFORT & CO.

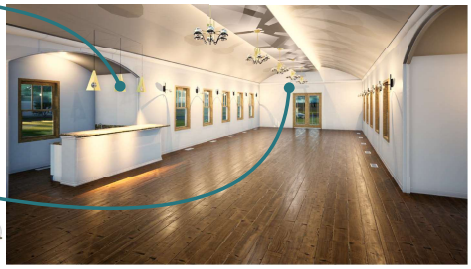


ORBEL PYRAMID
VISUAL COMFORT & CO.

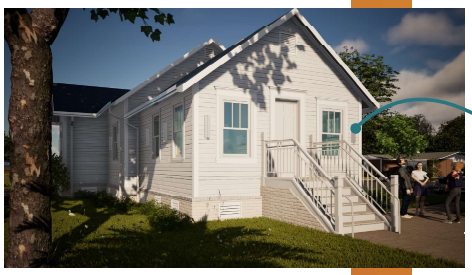


CROSBY MEDIUM CHANDELIER
VISUAL COMFORT & CO.





BALLROOM



REAR SIDE



WINDFALL OUTDOOR WALL
VISUAL COMFORT & CO.

RGA

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

TO: City of New Port Richey City Council

FROM: Colin Eichenmuller, Public Works Department

DATE: May 19, 2026

RE: 2026 WWTF Schreiber to Deniter Process Modification Task Order – Engineering Services

REQUEST:

The request from staff for City Council is to review and consider for approval the attached engineering services task order in the amount not to exceed $394,620.00 from Stroud Engineering, Inc. for design and permitting, for the 2026 Wastewater Treatment Facility Schreiber to Deniter Process Modification.

DISCUSSION:

As City Council may recall, the Wastewater Treatment Facility utilizes a biological treatment process which consists of four (4) carousel nitrification/denitrification basins and one (1) Schreiber treatment system with a nitrification/denitrification perimeter basin and an internal clarifier. The Scheiber unit has a treatment capacity of 1.5 MGD and was constructed in the early 1980's as a part of the Wastewater Treatment Facility upgrade project. The design intent of the Schreiber Unit was for the operation as a continuously sequencing reactor (CSR), the unit functions as a continuous-flow, complete-mix system. It cycles between aerobic (oxygen-rich) and anoxic (oxygen-depleted) conditions within the same basin to promote efficient nutrient removal. These phases occur sequentially on a repeating basis. The existing Schreiber process unit has been in operation for over 40 years and beyond the typical lifespan for mechanical and steel components without repair or replacement. The current condition of the bridge assemblies, aeration system, and clarifier equipment is deteriorated, and the process unit is not operational.

In 2024, Stroud Engineering conducted a thorough evaluation of the Schreiber Unit. This assessment was conducted in order to fully assess the efficacy of the Schreiber unit and alignment with the plant's existing oxidation treatment process. In their assessment Stroud Engineering identified multiple options on a preliminary basis. These options included the complete rehabilitation of the Schreiber Unit, removal of the unit, demolition of the existing Schreiber unit in order to construct a new oxidation ditch unit and conversion of the Schreiber to an oxidation ditch unit.

Subsequent to staff evaluation and operational review, the conversion of the Schreiber Unit was identified as the preferred alternative. Although rehabilitation of the existing Schreiber system

represented the lowest initial capital investment, continued operation of the process would require reliance on a mechanically driven rotating bridge assembly, resulting in ongoing maintenance demands, increased lifecycle costs, and recurring repair obligations.

In contrast, the wastewater treatment facility currently utilizes oxidation ditch treatment units configured as single-basin, two-stage nitrification/denitrification systems. These units provide biological nitrogen removal performance comparable to that of the Schreiber process while offering greater operational consistency with the plant's existing treatment framework.

The proposed improvements would repurpose the existing infrastructure while enhancing long-term operational efficiency and maintainability. Planned modifications include installation of a vertical swing gate, new walkway bridge, clarifier retrofit equipment, electrical conduit upgrades, and replacement piping. This project was also identified in the 2023-Utility Master Plan and has been included in the city's capital improvement program.

The City of New Port Richey has worked with Stroud Engineering Inc. on several projects to include the Utility Master Plan Update, the 23/24 Water Improvement Project, The Robert M. Rivera Fleet Maintenance Facility and the current WWTF Oxidation Ditch Rehabilitation. Throughout each of these projects Stroud Engineering Inc. has maintained an exemplary standard of service in collaboration with the City of New Port Richey. Based on this experience, the City is confident in Stroud Engineer Inc. ability to deliver an effective design that would be beneficial to our treatment process.

RECOMMENDATION:

Approval of the task order is recommended.

BUDGET/FISCAL IMPACT:

Funding is identified in the city current Capital Improvement Program

ATTACHMENTS:

- 2024.04.18.NPR WWTF Schreiber Evaluation Report - Final.pdf
- Task Order No 6 - 2026 WWTF Schreiber to Deniter Process Modification.pdf

NEW PORT RICHEY WASTEWATER TREATMENT FACILITY SCHREIBER PROCESS UNIT EVALUATION

Prepared for:

CITY OF NEW PORT RICHEY

Prepared by:

STROUD ENGINEERING CONSULTANTS, INC.
10503 Cyndee Lane
Odessa, Florida 33556

Certificate of Authorization #29607

April 2024

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1. INTRODUCTION

1.1. AUTHORIZATION

At the request of the City of New Port Richey (City), Stroud Engineering Consultants, Inc. prepared a Scope of Services Proposal and was issued a Task Order in December 2023 to provide the evaluation of the existing Schreiber treatment process unit and potential modifications and/or replacement to achieve an equivalent treatment capacity. This New Port Richey Wastewater Treatment Facility Schreiber Process Unit Evaluation (Report) has been prepared in accordance with the Scope of Services.

1.2. PURPOSE

The City of New Port Richey owns and operates the New Port Richey Wastewater Treatment Facility (WWTF), located at 4730 Main Street, New Port Richey, FL 34652. The WWTF has a treatment capacity of 7.5 Million Gallon Per Day (MGD) based on an Annual Average Daily Flow (AADF) measurement. The plant provides effluent meeting the Florida Department of Environmental Protection (FDEP) classification of Part III – Slow-Rate Public Access Reuse Systems under FAC 62-610, in which all treated effluent currently is disposed through the City's Master Urban Reuse System and the Pasco County Master Reuse System. The plant's biological treatment consists of four (4) oxidation ditch nitrification/denitrification basins and one (1) Schreiber treatment system with a nitrification/denitrification perimeter basin and an internal clarifier. The Scheiber unit has a treatment capacity of 1.5 MGD and was constructed in the early 1980's and is currently not in operation due to deteriorated mechanical equipment.

1.3. SCOPE

Stroud Engineering is conducting the evaluation of the options for rehabilitation, modification or replacement of the existing Schreiber process system. It is understood that this project will evaluate the following process options:

1. Plant treatment capacity re-rate with Schreiber aeration and clarification processes removed. Includes capacity evaluation of the existing oxidation ditch process units.
2. Rehabilitate and/or replace the deteriorated equipment with new equipment by Schreiber
3. Modify the existing Schreiber tank to an OVIVO Deniter style treatment process, which requires new mechanical surface aerators, submersible mixers, and a central channel wall
4. Demolish the existing Schreiber treatment system and build a new oxidation ditch structure (matching the existing oxidation ditches) and new Clarifier.

This Report includes the proposed basis of design (preliminary) for the facility modifications, preliminary construction cost estimates for budgetary purposes, and anticipated project schedules for each option. Elements of the treatment plant that are not subject to modifications or improvements are not discussed in this Report.

Figures are provided with this Report that show plan views of the existing utilities, based on the available site plan data, along with locations of the proposed facility improvements. This Report provides a summary of the evaluation findings discussed above, along with a description of the specific

facility components to be modified or provided for each option and includes conceptual site layouts and equipment sizing.

In preparation of this Report and with the assistance of the City Staff, we have assembled available reports, record drawings, as well as influent and effluent sampling data. Documents that were obtained and reviewed for this Report include the following:

- New Port Richey Wastewater Treatment Plant Improvements Record Drawings (CH2M Hill, October 1983)
- Phase III – 3.0 MGD Wastewater Treatment Plant Expansion As-Built Drawings (Dyer, Riddle, Mills, & Precourt, August 1992)
- EIMCO Carrousel System Process Operating Manual for the New Port Richey Wastewater Treatment Plant (EIMCO Process Equipment Company, 1987)
- New Port Richey WWTP Updated Capacity Analysis Report (Stroud Engineering, May 2022)
- New Port Richey WWTP Operation and Maintenance Performance Report (Stroud Engineering, May 2022)
- New Port Richey WWTF FDEP Permit (Expiration November 2028).

The location map of the New Port Richey WWTF is shown in **Figure 1-1**.



FIGURE 1-1
NEW PORT RICHEY WWTF
LOCATION MAP

1.4. DEFINITIONS

Process design, including flow and influent characteristics, are based on specific terms that are discussed in this Report. The following term definitions are presented below:

- Annual Average Daily Flow (AADF) – The total volume of wastewater flowing to a facility during a year divided by 365 and expressed in units of millions of gallons per day (MGD).
- Maximum Monthly Average Daily Flow (MMADF) – The largest volume of wastewater flowing to a facility during one month of a year divided by the number of days in that month and expressed in units of MGD.
- Maximum Daily Flow (MDF) – The maximum wastewater flow to a facility in one day during a year expressed in units of MGD.
- Peak Hourly Flow (PHF) – The maximum average flow rate to a facility during a one-hour period for a year expressed in units of MGD.
- Carbonaceous 5-Day Biochemical Oxygen Demand ($CBOD_5$) – The quantity of oxygen utilized in the carbonaceous biochemical oxidation of organic matter under standard laboratory procedures in 5 days at 20˚ C expressed in milligrams per liter (mg/L).
- Total Suspended Solids (TSS) – Solids that either float on the surface of, or are suspended in, wastewater which are removed from a sample by a filter in a standard laboratory procedure and expressed in mg/L.
- Total Kjeldahl Nitrogen (TKN) – The sum of free ammonia (NH_3) and organically bonded nitrogen compounds in wastewater expressed as elemental nitrogen in mg/L.
- Total Nitrate Nitrogen (NO_3-N) – The sum of nitrate-nitrogen (NO_3-N) expressed in mg/L.
- Total Nitrogen (TN) – The sum of nitrate-nitrogen (NO_3-N), nitrite-nitrogen (NO_2-N), ammonia-nitrogen (NH_3-N) and organically bonded nitrogen expressed in mg/L.

2. EXISTING WASTEWATER TREATMENT SYSTEM

The New Port Richey WWTF is located approximately 1 mile west of the intersection of Main Street and US Highway 19. The New Port Richey WWTF is designed to provide wastewater treatment for residential and commercial areas located within the City of New Port Richey and portions of Pasco County that are within the City's Utility Service Area.

The New Port Richey WWTF had the Schreiber Process Unit built in 1983 as a 1.5 MGD pre-engineered package plant with BNR treatment. At that time, the Schreiber unit was the primary biological treatment for the WWTF and included internal clarification. In 1989 the facility was expanded to a 4.5 MGD plant with an oxidation ditch system operating with extended aeration treatment with denitrification. To handle additional development in the service area, the City expanded the plant in 1992 to its current configuration and capacity. The New Port Richey WWTF is permitted as a Type 1 combined Extended Aeration and Biological Nutrient Removal (BNR) domestic wastewater treatment facility with a capacity of 7.5 MGD AADF. The layout of the New Port Richey WWTF is shown in **Figure 2-1**.

The New Port Richey WWTF currently includes: one (1) channel grinder; one (1) mechanically cleaned bar screen with a manual bar screen back-up; two (2) circular grit removal concentrating tanks with grit pumps, grit dewatering unit and classifier; one (1) Schreiber process aeration tank with an internal secondary clarifier; four (4) oxidation ditches with mechanical surface aerators operating in the extended aeration process mode; four (4) circular secondary clarifiers with suction arm type sludge removal; four (4) single-media traveling bridge sand filters; two (2) chlorine contact basins for high-level disinfection; two (2) 4.5 million gallon effluent reject storage tanks; effluent pumping and storage facilities which includes two (2) on-site 2.0 million gallon storage tanks to deliver suitable water to the City of New Port Richey Master Reuse System (R-001) and the Pasco County Master Reuse System (R-002), and a surface water discharge (D-001) for wet weather disposal. Residuals generated by the plant are held in a thickening tank before being dewatered by the two (2) belt filter press. The dewatered sludge is pumped to an open bed truck and transported, treated and disposed of by others at an approved site.

A process flow diagram of the facility is shown on **Figure 2-2**. Design flows for the New Port Richey WWTF are provided in **Appendix A**. Design criteria for the major unit processes and associated equipment at the New Port Richey WWTF are provided in **Appendix B**.

2.1. CURRENT DESIGN PROCESS AND CRITERIA

The current New Port Richey WWTF process design was based on an evaluation of historical wastewater strength (CBOD, TSS, TKN). Effluent limits were defined by permit limitations as stipulated in Florida Statute 62-600.420 Minimum Treatment Standards – Technology Based Effluent Limitations (TBELs) and F.S. 62-610, Part III Public Access Reuse and Part IV Rapid-Rate Land Application Systems to allow disposal at the on-site rapid-rate infiltration basins. The current process and flow design factors are shown in **Table 2-1**.

Table 2-1 – Current WWTF Design and Permit Criteria

Description	Concentration
Influent Flow	7.5 MGD Annual Average Daily Flow (AADF)
Peaking Factors	
	1.25 Maximum Monthly ADF / AADF
	2.0 Maximum Daily ADF / AADF
	2.5 Peak Hour ADF / AADF
Influent BOD	225 mg/L (Annual Average)
Influent TSS	220 mg/L (Annual Average)
Influent TKN	50 mg/L
Effluent BOD	20 mg/L (Annual Average), 30 mg/L (Maximum Month)
Effluent TSS	5 mg/L (R-001 and R-002, Single Sample Maximum), 15 mg/L (D-001, Monthly Average)
Effluent NO3	12 mg/L (R-001, Annual Average)
Effluent TN	8.9 mg/L (R-002 and D-001, Daily Maximum)
MLSS	4000 mg/L
BOD/N Ratio	4.5

2.1.1. SCHREIBER PROCESS

The Schreiber process unit (Schreiber Model GR) was designed as an advanced activated sludge process to provide increased biological nutrient removal (BNR) of Nitrogen from the waste stream. The system was designed with an internal concentric common wall separating the biological treatment basin from the clarifier basin. The Schreiber process consists of a single circular basin operating as a continuously sequencing reactor (CSR) system, providing diffused aeration with low energy mixing within the basin. The CSR is designed to be a continuous flow, complete mix biological system. The CSR sequences through the process phases of aerobic (containing oxygen) and anoxic (lacking free oxygen) within the same basin. The aerobic and anoxic phases occur sequentially, repetitively, over time by controlling the dissolved oxygen levels within the basin.

Aeration within the basin is accomplished by a peripherally driven rotating bridge structure that supports aeration piping that feeds a grid of fine-bubble diffused aerators that are suspended above the basin floor. The bridge assembly rotates continuously providing constant mixing of the mixed liquor. The Schreiber CSR permits 100% turndown of aeration while maintaining complete mixing. During the aerobic phase, the entire basin is oxic. When the air is turned off, the entire basin becomes anoxic. After the anoxic phase is completed, the air is turned back on and the cycle repeats.

2.1.2. OXIDATION DITCH PROCESS

The existing treatment process for the oxidation units is single stage nitrification/denitrification, a type of extended aeration biological nutrient removal process. The four (4) oxidation ditch process units are designed to remove nitrogen from the influent wastewater, and generally in a similar fashion to the Schreiber process. The oxidation ditch is designed as a continuous channel. The surface mounted aerators provide two primary functions: (1) the required dissolved oxygen for the process operation and (2) the flow velocity within the basin to maintain the mixed liquor in suspension.

The oxidation ditch process provides nitrification and denitrification within a single loop basin by providing aeration and anoxic zones in the same basin. The influent wastewater and return activated sludge are introduced to the oxidation ditch in the aeration zone, which provides the oxygen for BOD reduction. This process aids in the removal of nitrogen in the wastewater by converting influent ammonia (NH3) to nitrate (NO3) in the aeration zone. As the mixed liquor flows through the channel from the aeration zone, the dissolved oxygen is used and the basin transforms into an anoxic zone. It is in this zone the bound oxygen is used which converts the nitrate (NO3) to nitrogen gas (N2). As the channel flow returns to an aeration zone, the nitrogen gas is volatized into the atmosphere.

The nitrification/denitrification process requires a longer mean cell residence time, also expressed as solids retention time, than conventional activated sludge treatment process. This results in larger basin volumes. Each oxidation ditch has 2 aerators of 150 HP each. The concentration of dissolved oxygen in the process can be adjusted by turning one of the aerators off and/or lowering the effluent weir to reduce the power draw of the aerators.

SEA FOREST DRIVE

N

W. MAIN ST.

TRANSFER/REJECT PUMPS

CHLORINE CONTACT CHAMBER

FILTERS

CLARIFIER NO. 4

CLARIFIER NO. 3

CLARIFIER NO. 2

CLARIFIER NO. 1

CLARIFIER SPLITTER

STORAGE

STORAGE

PLANT DRAIN LIFT STATION

PLANT DRAIN LIFT STATION

RAS/WAS PUMP STATION

CHLORINE STORAGE

SLUDGE HOLDING

REUSE STORAGE (2,000,000 GAL)

BELT PRESS FEED PUMPS

SLUDGE THICKENER

SCHREIBER PACKAGE PLANT

OXIDATION DITCH NO. 1

OXIDATION DITCH NO. 2

OXIDATION DITCH NO. 3

OXIDATION DITCH NO. 4

DISCHARGE

HIGH SERVICE PUMP STATION

REUSE STORAGE (2,000,000 GAL)

PLANT DRAIN LIFT STATION

OPERATIONS

STORMWATER

FUEL STORAGE

GENERATOR

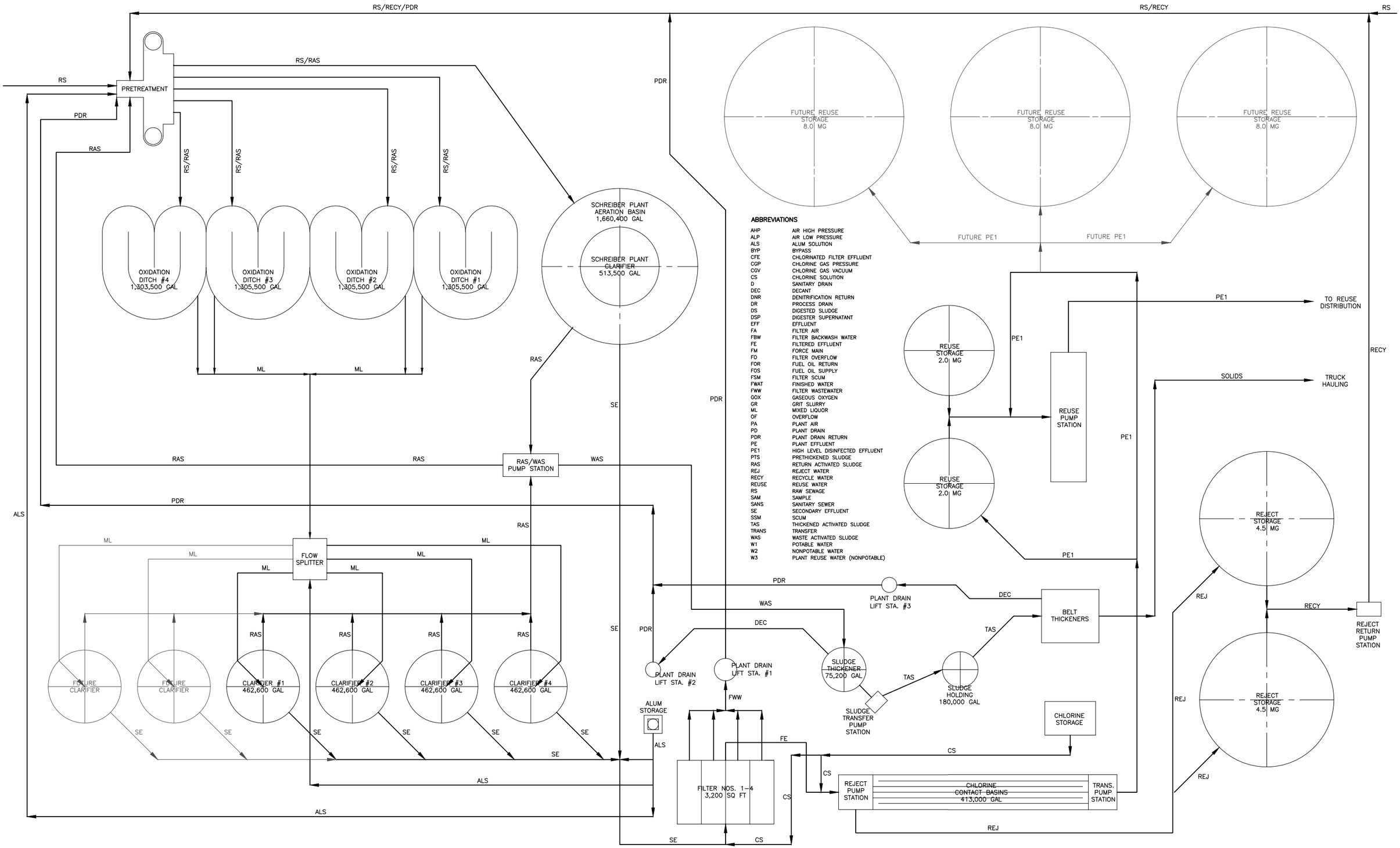
PRE-TREATMENT

CROSS BAYOU

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WWTF SITE PLAN

FIGURE NUMBER
2-1



ABBREVIATIONS

AHP	AIR HIGH PRESSURE
ALP	AIR LOW PRESSURE
ALS	ALUM SOLUTION
BYP	BYPASS
CFE	CHLORINATED FILTER EFFLUENT
CGP	CHLORINE GAS PRESSURE
CGV	CHLORINE GAS VACUUM
CS	CHLORINE SOLUTION
D	SANITARY DRAIN
DEC	DECANT
DNR	DENITRIFICATION RETURN
DR	PROCESS DRAIN
DS	DIGESTED SLUDGE
DSP	DIGESTER SUPERNATANT
EFF	EFFLUENT
FA	FILTER AIR
FBW	FILTER BACKWASH WATER
FE	FILTERED EFFLUENT
FM	FORCE MAIN
FO	FILTER OVERFLOW
FOR	FUEL OIL RETURN
FOS	FUEL OIL SUPPLY
FSM	FILTER SCUM
FWAT	FINISHED WATER
FWW	FILTER WASTEWATER
GOX	GASEOUS OXYGEN
GR	GRIT SLURRY
ML	MIXED LIQUOR
OF	OVERFLOW
PA	PLANT AIR
PD	PLANT DRAIN
PDR	PLANT DRAIN RETURN
PE	PLANT EFFLUENT
PE1	HIGH LEVEL DISINFECTED EFFLUENT
PTS	PRETHICKENED SLUDGE
RAS	RETURN ACTIVATED SLUDGE
REJ	REJECT WATER
RECY	RECYCLE WATER
REUSE	REUSE WATER
RS	RAW SEWAGE
SAM	SAMPLE
SANS	SANITARY SEWER
SE	SECONDARY EFFLUENT
SSM	SCUM
TAS	THICKENED ACTIVATED SLUDGE
TRANS	TRANSFER
WAS	WASTE ACTIVATED SLUDGE
W1	POTABLE WATER
W2	NONPOTABLE WATER
W3	PLANT REUSE WATER (NONPOTABLE)

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PROCESS FLOW DIAGRAM

FIGURE NUMBER 2-2

2.2. FLOWS AND INFLUENT CHARACTERISTICS

The New Port Richey WWTF flow data was reviewed from the FDEP Wastewater Discharge Monitoring Reports (DMRs) for the period of January 2019 to December 2023. The summary of flow data during this period is presented in **Table 2-2**.

Table 2-2 – NPR WWTF Summary of Flow Data

	2019	2020	2021	2022	2023	5-Year Average
Annual Average Daily Flow (MGD)	5.606	5.207	5.381	5.152	4.682	5.206
Maximum Monthly Average Daily Flow (MGD)	6.949	6.735	7.583	6.748	5.026	6.608
MMADF/AADF Ratio	1.24	1.29	1.41	1.31	1.07	1.27
Maximum Daily Flow (MGD)	12.444	8.586	11.178	8.912	7.754	9.775
MDF/AADF Ratio	2.22	1.65	2.08	1.73	1.66	1.88

The 5-year average flow ratios closely match the current design flow values for MMADF and MDF. The current design flow value for Peak Hour/AADF is 2.5 and is consistent with the other major wastewater treatment facilities of comparable capacity. Other reference documents (Recommended Standards for Wastewater Facilities, 10 State Standards) recommend a similar PHF/AADF ratio of 2.4 as typical for facilities with a population of 35,300 (Year 2023).

The influent flow information was compared to the last Capacity Analysis Report, completed in 2022, and the actual AADF values are consistent with the projected flow increases. The flow projection does not show the WWTF exceeding the current permitted flow capacity in the next 10 years.

Historical influent and effluent concentrations were examined and are listed in **Table 2-3**. A review of this data shows the influent loadings for CBOD5 and TSS are fairly consistent from year to year. The average influent CBOD5 loading of 216 mg/L is in line with the design value of 225 mg/L. The average influent TSS loading of 238 mg/L, is in line with the design of 220 mg/L. The effluent concentrations of both CBOD5 and TSS are well below the permitted value indicating that the plant is capable of handling the design influent loadings.

Table 2-3: Annual Average Influent/Effluent Concentrations

Year	Influent CBOD5	Influent TSS	Effluent CBOD5	Effluent TSS	Effluent Nitrate
	(mg/L)	(mg/L)	(mg/L)	(mg/L)	(mg/L)
Design Value	225	220			
Permit Limit[1]			20	5	12
2014	192	198	1.8	1.7	3.0
2015	185	201	1.8	1.4	3.5
2016	191	230	2.3	1.8	2.9
2017	211	272	2.7	2.2	1.2
2018	196	220	3.3	2.1	0.7
2019	216	292	4.1	2.6	1.1
2020	249	273	4.5	2.3	1.0
2021	246	232	4.5	2.0	1.1
2022	226	222	4.9	2.6	2.6
2023	246	238	4.1	2.7	6.3
Annual Average	**216**	**238**	**3.4**	**2.1**	**2.3**

1. Limits from FDEP Permit; CBOD5 in annual average; TSS and Nitrate in single sample.

2.2.1. CARBON TO TKN RATIO

The City sampled for influent TKN in January and February 2024. The average TKN value obtained during these sampling events is 46.0 mg/L, with a peak TKN value of 53.1 mg/L. Correlating the $CBOD_5$/TKN results in a ratio of 4.7, which is consistent with the previous design ratio and will result in high treatment efficiencies for removal of nitrogen. Ratios of 4:1 are considered healthy for various operational scenarios.

3. TREATMENT PROCESS OPTIONS

As part of the evaluation of the existing Schreiber process unit, multiple options were identified for consideration.

1. **WWTF Capacity Re-Rate** - Plant treatment capacity re-rate with Schreiber aeration and clarification processes removed. Includes capacity evaluation of the existing oxidation ditch process units.
2. **Schreiber Process Unit Rehabilitation** - Rehabilitate and/or replace the deteriorated equipment with new equipment by Schreiber.
3. **Oxidation Ditch Conversion** - Modify the existing Schreiber tank to an OVIVO Deniter style treatment process, which requires new mechanical surface aerators, submersible mixers, and a central channel wall.
4. **New Oxidation Ditch and Clarifier** - Demolish the existing Schreiber treatment system and build a new oxidation ditch structure (matching the existing oxidation ditches) and new Clarifier.

The process options were evaluated on a preliminary basis, and the selected option will need further engineering and permitting services prior to construction. Since there are no proposed capacity increases or changes to other process components, this Report focuses only on the proposed biological treatment process modifications.

3.1. WWTF CAPACITY RE-RATE

The New Port Richey WWTF is currently permitted with a treatment capacity of 7.5 MGD AADF. The Schreiber process unit has a capacity of 1.5 MGD and each oxidation ditch has a treatment capacity of 1.5 MGD. If the oxidation ditches could be re-rated to a higher treatment capacity with their current configuration or with minor improvements, the Schreiber unit could potentially be discontinued from operational use as an aeration and clarification process or be potentially repurposed as an aerobic digestor. To achieve an equivalent total capacity equal to the current permitted capacity, each oxidation ditch would need to be able to handle 1.875 MGD AADF.

As detailed in Section 2.1, the extended aeration activated sludge process is typically used when there is high variability of influent wastewater flows or BOD concentrations. This process results in a long solids retention time and requires large basin volumes for the biological treatment units. In addition, because the treatment process is to maximize the oxidation of the influent ammonia, higher aeration capacities and longer exposure times are required, contributing to the basin size. By reducing the overall solids retention time, the potential for higher effluent levels of ammonia, nitrates, and total nitrogen are possible.

The oxidation ditches were evaluated to determine if changes to the operating process could be implemented. In order for the existing oxidation ditches to meet the increased flow rates and maintain the treatment level of nitrogen, dedicated anoxic basins (approximately 268,000 gallons for each ditch) would be needed along with the internal recycle pumping and piping to transfer flows to and from the anoxic basins.

With the removal of the internal clarifier of the Schreiber unit, the other 4 clarifiers experience overloading due to the reduced total clarification volume. The 4 remaining clarifiers exceed the limits (established by Ten State Standards) for the solids loading rate and the hydraulic overflow rate during peak flow periods. The remaining clarifiers would also not meet the Class 1 reliability standards, which is a requirement by FDEP for this type of treatment facility. Therefore, a new clarifier in the same dimensions as the existing clarifiers (75-ft diameter and 14.33-ft side water depth) would need to be designed, permitted, and constructed to bring the WWTF into operational and permitting compliance.

A conceptual layout of the proposed improvements for this option are shown in **Figure 3-1**. As can be seen from the conceptual layout, site constraints will be problematic with limited site area, congested pipe alignments, wetland impacts, etc. The preliminary cost estimate for this option is presented in Section 4.

N

CLARIFIER NO. 4
CLARIFIER NO. 3
CLARIFIER NO. 2
CLARIFIER NO. 1
FUTURE CLARIFIER NO. 6
PROPOSED CLARIFIER NO. 5
PROPOSED ANOXIC BASINS
CLARIFIER SPLITTER
42" SE
36" SE
20" SE
20" RAS
30" ML
8" DR
30" RAS
8" PDR
6" PDR
RAS/WAS PUMP STATION
12" RAS
4" WAS
4" SCUM
16" SE
16" RAS
12" PA
24" ML
20" RS
SCHREIBER PACKAGE PLANT TO BE INACTIVATED
OXIDATION DITCH NO. 01
OXIDATION DITCH NO. 02
OXIDATION DITCH NO. 03
OXIDATION DITCH NO. 04
24" RAS
4" W2
W2
2" CS
36" REUSE
4" DR
PRE-TREATMENT
24" RS
20" RS

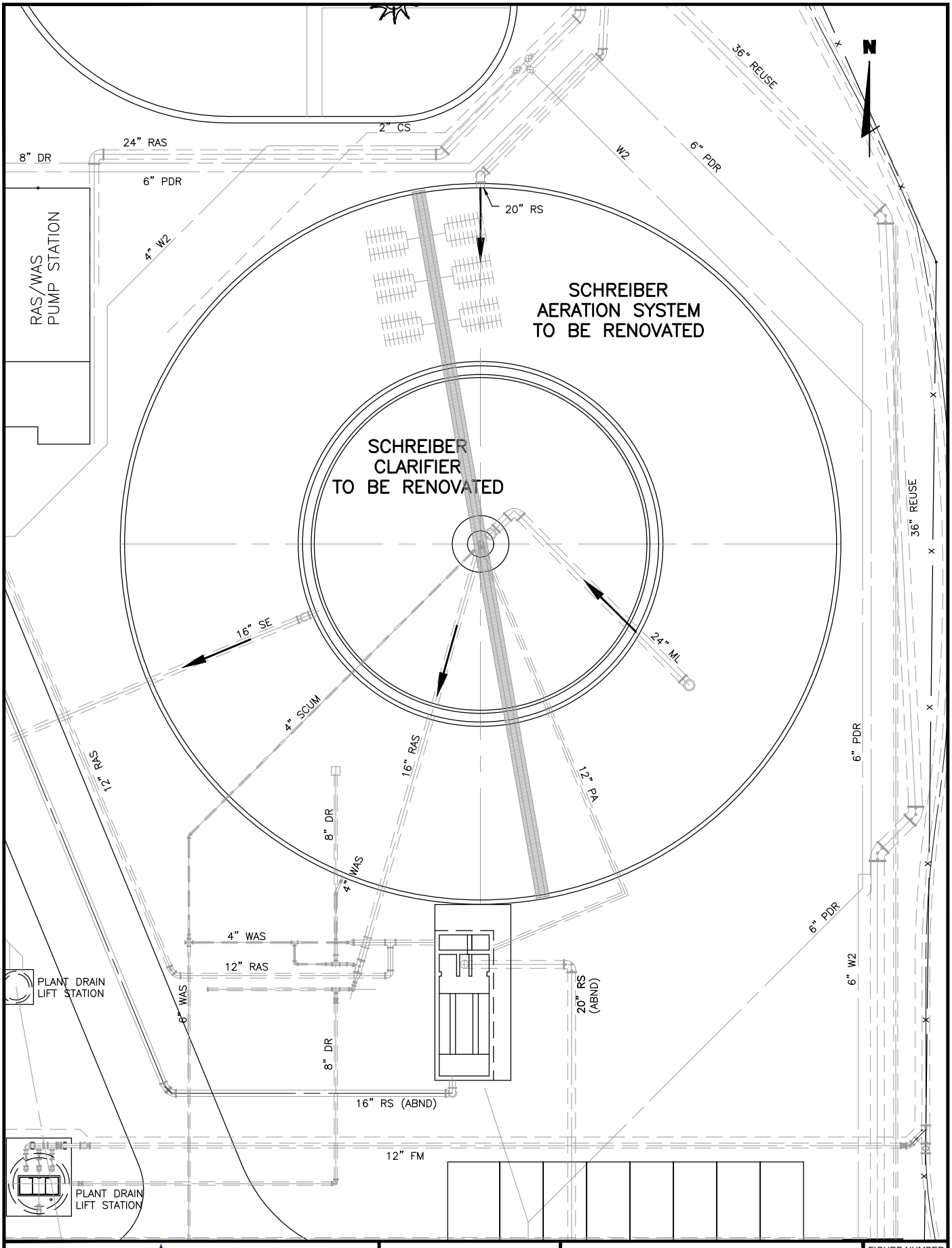
STROUD Engineering Consultants 10503 Cyndee Lane Odessa, Florida 33556 C.A. License #29607 352.642.4412		OPTION 1 - WWTF RE-RATE	FIGURE NUMBER 3-1

3.2. SCHREIBER PROCESS UNIT REHABILITATION

The existing Schreiber process unit has been in operation for over 40 years and beyond the typical lifespan for mechanical and steel components without repair or replacement. The current condition of the bridge assemblies, aeration system, and clarifier equipment is deteriorated, and the process unit is not operational. The condition of the concrete structure, including the walls and slab, appears to be in good condition with minor repair work required to bring the top of the wall surface back to operational status. The manufacturer for the Schreiber process unit was contacted to obtain pricing for the replacement of the mechanical, structural, electrical, and control equipment.

As part of the rehabilitation option, an improvement to the existing treatment system is the addition of the Schreiber FlexControl system that provides an automated process control by maintaining specific dissolved oxygen (DO) level within the reactor. FlexControl is a PLC based system that can monitor DO and nitrogen levels, adjusting the aeration and anoxic zone operation periods to meet the desired effluent nutrient concentrations.

A conceptual layout of the proposed improvements for this option are shown in **Figure 3-2**. The preliminary cost estimate for this option is presented in Section 4.



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3.3. OXIDATION DITCH CONVERSION

This option involves the conversion of the existing biological treatment basin to a Modified Ludzack-Ettinger (MLE) activated sludge process to provide comparable biological removal of nitrogen from the waste stream. The OVIVO DenitIR® Carrousel® is an oxidation ditch type MLE process that will consist of a 1,237,000-gallon aeration basin and 330,000-gallon anoxic basin. An anoxic zone is a region of the biological reactor where dissolved oxygen is excluded. With this type of activated sludge process, ammonia in the raw wastewater is oxidized to nitrite (NO_2) and nitrate (NO_3) in the aeration basin. An internal recycle of the nitrate-rich mixed liquor (MLSS) from the aeration basin to the anoxic basin provides the source of oxygen for facultative bacteria in the anoxic basin. Raw sewage and return activated sludge (RAS) are piped to the anoxic basin and mixed with the MLSS. The influent wastewater provides the carbon source for the denitrification chemical reaction and the RAS provides microorganisms. Reintroduction of the mixed liquor back to the aeration basin allows the nitrogen gas to volatilize into the atmosphere and provides the oxygen necessary for carbonaceous organic matter oxidation. The internal recycle rate will be controlled by an automatically operated vertical swing gate. A new walkway bridge will be included to maintain operator access to the clarifier mechanism as well as continued access to the other oxidation ditch structures.

3.3.1. ANOXIC BASIN

The anoxic basin will consist of two rectangular shaped cells separated by a center wall with an opening to allow flow through the cells. Each cell will have two (2) submersible mixers (a total of 4 mixers) installed to provide adequate mixing of the combined raw influent wastewater, return activated sludge, and mixed liquor from the aeration basin. An ORP probe will be installed in the second cell to assist in the control of the internal recycle rate, as discussed in the next section.

3.3.2. AERATION BASIN

The aeration basin is the primary oxidation reactor of the biological treatment process. The proposed aeration basin will include the mechanical components discussed below.

Mechanical Surface Aerators – Two (2) dual impeller aerators will be installed in the aeration basin. The aerators will be the Excell Aerators manufactured by OVIVO with Excell Velocity Enhancer (EVE) concrete wall at the lower impeller. The aerators will provide two specific functions; (1) the addition of oxygen to the mixed liquor for biological function, and (2) agitate the mixed liquor. The rotating inverted cone impeller provides aeration of the mixed liquor by throwing the liquid into the air where atmospheric oxygen is diffused into the water. The aerator will agitate the mixed liquor to keep the microorganisms in suspension and to provide a nominal 1-fps channel velocity throughout the basin. Suspension of the active biomass is required so that adequate contact is made between the microorganisms and the wastewater, ensuring proper treatment and pollutant removal.

To provide the necessary oxygen supply, the new aerators will require 125 HP Motors with speed controlled via variable frequency drives (VFDs). The VFDs will enable the aerators to speed up or slow down depending on the DO content of the mixed liquor in the basin. The DO will be measured by two probes located at target locations within the basin. Each aerator will provide complete

aeration capacity for the basin, so if one aerator is offline the remaining aerator will meet the aeration needs.

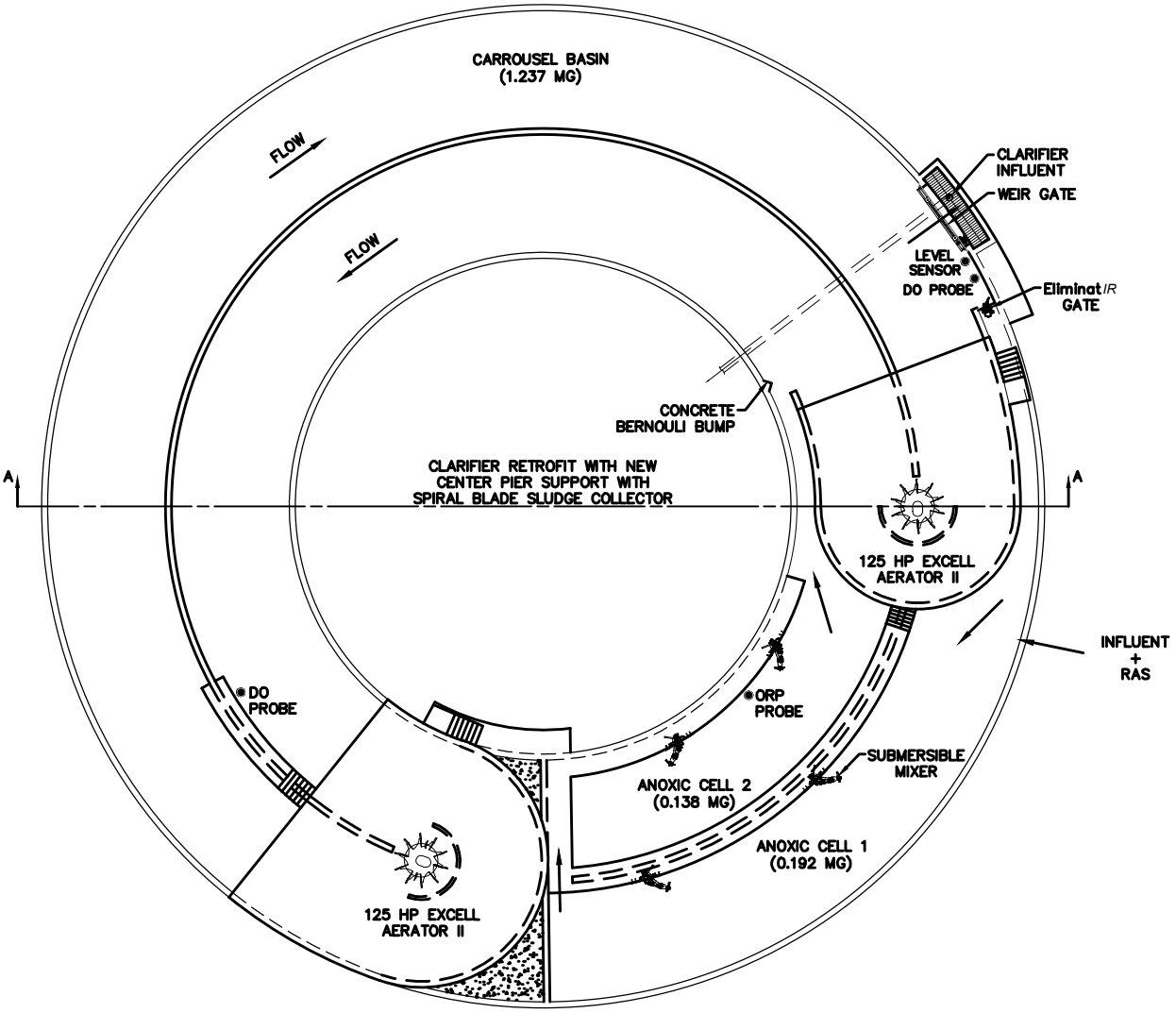
Internal Recycle Gate - The internal recycle flow control gate (EliminatIR) is manufactured by OVIVO for use in their Carrousel® systems to control the amount of internal recycle of mixed liquor flowing from the aerobic basin to the anoxic basin. The gate will control the amount of internal recycle, from complete shutoff to a maximum return of 20+ times the influent raw sewage flow rate. The EliminatIR gate will be a center pivot design with an electric actuator drive mechanism, to be located at the entrance to the slipstream channel upstream of the anoxic basin.

The position of the gate will be controlled automatically based upon ORP probe readings in the first anoxic basin. The ORP probe contains a sensor that measures electrical charges from ions, such as oxygen, that can be either negatively or positively charged. ORP provides a measurement of the potential of wastewater to allow the occurrence of specific biological (oxidation-reduction) reactions, which in this case is the denitrification step. Oxidation-reduction potential is measured in millivolts (mV). On the ORP scale, the presence of an oxidizing agent such as oxygen increases the ORP value, while the presence of a reducing agent such as CBOD decreases the ORP value. The optimum condition for the denitrification step is where the ORP of the wastewater is typically +50 to -50 mV.

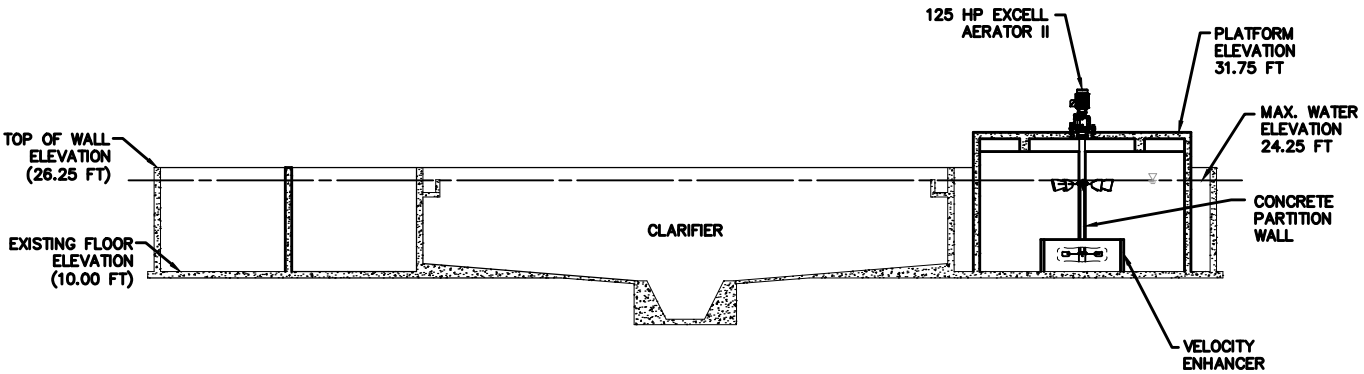
Outfall Weir – The 10-ft outfall weir gate will be controlled by a motorized gear operator with automatic level control. A level sensor will monitor the mixed liquor water level in the Aeration Basin and provide feedback for level control.

Oculus Control System – As part of the proposed biological process system, a new automated process control system will be provided by OVIVO. This system is the OCULUS control system; a multi-process, multi-loop control system that provides the operator with status and control of the various components within the Deniter System. The OCULUS system will be supplied in a Motor Control Center (MCC) configuration, with a Human-Machine Interface (HMI), and will be located in the Control Building adjacent to the existing Motor Control cabinets. The process control will utilize real-time in-tank measurement devices (probes) to monitor levels of DO in the aeration basin, ORP and NO_3-N in the anoxic basins. The OCULUS system will adjust the treatment components (aerator speed, internal recycle rate, effluent weir gate elevation) based on the in-tank probe readings to optimize the biological treatment process.

A conceptual layout of the proposed improvements for this option is shown in **Figure 3-3**. The preliminary cost estimate for this option is presented in Section 4.



WWTF BASIN LAYOUT



SECTION A – A

STROUD Engineering Consultants 10503 Cyndee Lane Odessa, Florida 33556 C.A. License #29607 352.642.4412		OPTION 3 - DENITER CONVERSION	FIGURE NUMBER 3-3

3.4. NEW OXIDATION DITCH AND CLARIFIER

For this option, the existing Schreiber process unit will be demolished and a new oxidation ditch of the same size and configuration of the existing ditches will be constructed in its place. The aeration basin is the primary oxidation reactor of the biological treatment process. The required aeration basin volume is 1,303,500 gallons. The proposed aeration basin will include the mechanical components discussed below.

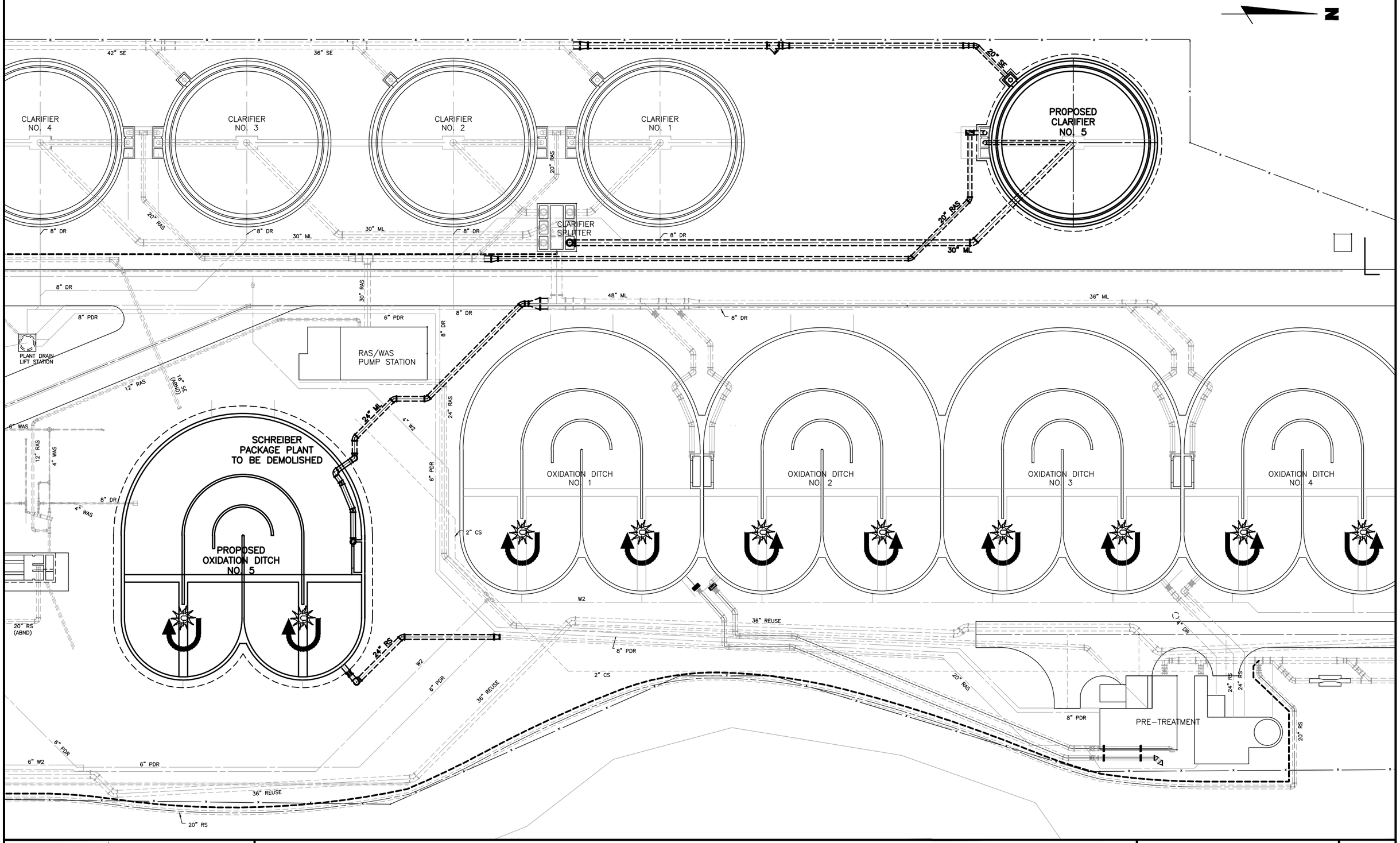
Mechanical Surface Aerators – Two (2) dual impeller aerators will be installed in the aeration basin. The aerators will be the Excell Aerators manufactured by OVIVO with Excell Velocity Enhancer (EVE) concrete wall at the lower impeller. The aerators will provide two specific functions; (1) the addition of oxygen to the mixed liquor for biological function, and (2) agitate the mixed liquor. The rotating inverted cone impeller provides aeration of the mixed liquor by throwing the liquid into the air where atmospheric oxygen is diffused into the water. The aerator will agitate the mixed liquor to keep the microorganisms in suspension and to provide a nominal 1-fps channel velocity throughout the basin. Suspension of the active biomass is required so that adequate contact is made between the microorganisms and the wastewater, ensuring proper treatment and pollutant removal.

To provide the necessary oxygen supply, the new aerators will require 150 HP Motors with speed controlled via variable frequency drives (VFDs). The VFDs will enable the aerators to speed up or slow down depending on the DO content of the mixed liquor in the basin. The DO will be measured by two probes located at target locations within the basin. Each aerator will provide complete aeration capacity for the basin, so if one aerator is offline the remaining aerator will meet the aeration needs.

Outfall Weir – The 16-ft outfall weir gate will be controlled by a motorized gear operator with automatic level control. A level sensor will monitor the mixed liquor water level in the 2nd Anoxic Basin and provide feedback for level control.

As detailed in Section 3.1, with the removal of the internal clarifier of the Schreiber unit, the other 4 clarifiers experience overloading due to the reduced total clarification volume. Therefore, a new clarifier in the same dimensions as the existing clarifiers (75-ft diameter and 14.33-ft side water depth) would need to be designed, permitted, and constructed to bring the WWTF into operational and permitting compliance.

A conceptual layout of the proposed improvements for this option are shown in **Figure 3-4**. The preliminary cost estimate for this option is presented in Section 4.



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OPTION 4 - NEW OXIDATION DITCH AND CLARIFIER

FIGURE NUMBER 3-4

4. ESTIMATED COSTS

With the evaluation of each option discussed in Section 3, estimated costs for the construction of the new infrastructure and process improvements to the New Port Richey WWTF were determined. The summary of the estimated costs of each option are listed in **Table 4-1** below. The costs for each option were obtained by estimating the unit quantities from the preliminary project layout and assigning established unit prices from other recent utility and plant-related projects within the region. However, the current bid process has seen high fluctuations and significant increases in material and labor costs due to inflationary pressures. As of the time of this report, the inflationary pressures have not diminished and are expected to continue to occur for the foreseeable future. The level of accuracy of the cost estimates is expected to be between +/- 25%.

Table 4-1 – Summary of Estimated Project Costs

Option No.	Description	Total Cost
1	**WWTF Re-Rate and New Clarifier**	
	Oxidation Ditch Improvements	$280,000
	New Clarifier	$4,840,000
	Anoxic Basins	$3,965,000
	Yard Piping	$1,280,200
	Yard Electrical	$500,000
	Earthwork and Site Restoration	$187,300
	Subtotal	$11,052,500
	Mobilization/Env Protection/Survey/Bonds (10%)	$1,105,250
	Contingency (15%)	$1,657,875
	Engineering (Design, Permitting, Bidding, Construction Services)	$1,105,250
	Project Total	**$14,920,875**
2	**Schreiber Unit Rehabilitation**	
	Schreiber Unit Improvements/Equipment Replacement	$2,200,000
	Yard Piping	$30,000
	Yard Electrical	$250,000
	Earthwork and Site Restoration	$12,800
	Subtotal	$2,492,800
	Mobilization/Env Protection/Survey/Bonds (10%)	$249,280
	Contingency (15%)	$373,920
	Engineering (Design, Permitting, Bidding, Construction Services)	$249,280
	Project Total	**$3,365,280**
3	**Oxidation Ditch Conversion**	
	Oxidation Ditch Improvements	$3,745,000
	Clarifier Modification/Equipment Replacement	$1,420,000
	Yard Piping	$134,300

	Yard Electrical	$250,000
	Earthwork and Site Restoration	$12,800
	Subtotal	$5,562,100
	Mobilization/Env Protection/Survey/Bonds (10%)	$556,210
	Contingency (15%)	$834,315
	Engineering (Design, Permitting, Bidding, Construction Services)	$556,210
	Project Total	**$7,508,835**
4	**New Oxidation Ditch and Clarifier**	
	Demolish Schreiber Treatment System	$250,000
	New Oxidation Ditch	$7,800,000
	New Clarifier	$4,840,000
	Yard Piping	$526,200
	Yard Electrical	$500,000
	Earthwork and Site Restoration	$103,550
	Subtotal	$14,019,750
	Mobilization/Env Protection/Survey/Bonds (10%)	$1,401,975
	Contingency (15%)	$2,102,963
	Engineering (Design, Permitting, Bidding, Construction Services)	$1,401,975
	Project Total	**$18,926,663**

Capital costs include equipment/material purchase and construction of the improvements. A 15% contingency amount was included in the capital costs. As the design process continues and the costs are further refined, the percentage of the contingency will be reduced which may reduce the overall project cost.

Detailed breakdowns of the preliminary cost estimates for each option are included in **Appendix C**.

5. RESULTS AND RECOMMENDATIONS

The project options were evaluated based on the anticipated operational requirements, effluent concentration limits, impact to the WWTF, and preliminary project cost estimates. Advantages and disadvantages of each option are presented in **Table 5-1**.

Table 5-1 – Summary of Advantages and Disadvantages for Project Options

Project Option	Advantages	Disadvantages
WWTF Re-Rate (Option 1)	• Single Type Treatment Process • Allows Potential Conversion of Schreiber Basin to Aerobic Digester • Improvement to Overall Treatment Process and Nitrogen Reduction	• High Project Cost • Disruptive to WWTF Operation During Construction • Long Construction Period (Est.18-24 Months) • Site is space-limited for new Treatment Basins
Schreiber Unit Rehabilitation (Option 2)	• Allows Reuse of Existing Treatment Basin • Updates Schreiber Treatment Process Controls • Lowest Project Cost Option • Shortest Construction Duration (Est. 6-9 Months)	• Maintains Dual Type Treatment Process • Process Relies on Rotating Bridge for Aeration Operation
Convert Schreiber to Oxidation Ditch (Option 3)	• Allows Reuse of Existing Treatment Basin • Improves Treatment Process for Nitrogen Reduction • Simpler Operation than Schreiber Process • Does Not Use Rotating Bridge	• Higher Project Cost than Option 2 • Longer Construction Period than Option 2 (Est. 12-18 Months)
New Oxidation Ditch and Clarifier (Option 4)	• Single Type Treatment Process • Provides Increased Operational Flexibility	• Highest Project Cost Option • Disruptive to WWTF Operation During Construction • Long Construction Period (Est.18-24 Months)

Based on the significantly higher project costs and limited space available on the WWTF site, it is our recommendation that Options 1 and 4 be removed from further consideration.

The Schreiber Unit Rehabilitation (Option 2) is the simplest and cheapest option to return the facility back to operation and maintain the permitted capacity. However, the problems the operating staff encountered with the mechanical rotating bridge operation may continue to be an issue long-term. In addition, should there be a failure with the bridge during operation, obtaining access to the bridge and clarifier unit would be difficult and potentially dangerous. It is a different operating process from the

oxidation ditches, which may explain why the Schreiber unit was not used in treatment operations for the past 30 years. With that said, the new FlexControl automated system may help with integrating the Schreiber process with the overall facility biological treatment operation.

For the conversion of the existing structure to an oxidation ditch (Option 3), this process provides a higher treatment efficiency with the separate anoxic zones, the ability to control the internal recycle rate to maximize nitrogen removal, and process optimization with the OCULUS control system. In addition, this type of process resembles the existing oxidation ditches with similar equipment and operating concept.

It is our recommendation that the City select Option 3, as this option is significantly lower in overall project cost compared to Options 1 and 4, has reduced construction impacts to the operation of the existing facility, has a relatively short construction period, and improves the operational capability of the facility. With selection of Option 3, consideration should be given to use the modified treatment system as a full-time operating process, allowing the existing oxidation ditches and clarifiers to be rotated in operation for maintenance and as wastewater flows dictate.

APPENDIX A
PROCESS DESIGN FLOWS

DESIGN FLOWS
NEW PORT RICHEY SUBREGIONAL REUSE FACILITY
(7.5 MGD)

Desctiption		Annual Average Daily Flow (AADF)	Maximum Month Average Daily Flow (MMADF)	Maximum Day Average Daily Flow (MDADF)	Peak Hour Average Daily Flow (PHADF)
	(AADF RATIO)	1.00	1.25	2.00	2.50
	(RAS RATIO)	1.00	1.00	0.63	0.50
Raw Sewage		7,500,000	9,375,000	15,000,000	18,750,000
Pretreatment Influent		7,500,000	9,375,000	15,000,000	18,750,000
Aeration Influent					
Raw Sewage		7,500,000	9,375,000	15,000,000	18,750,000
Plant Drain (% of AADF Q)	0.05	375,000	375,000	375,000	375,000
Filter Backwash (% of Q)	0.05	375,000	468,750	750,000	750,000
RAS		7,500,000	9,375,000	9,375,000	9,375,000
Supernatant (% of WAS)	0.47	81,482	101,852	101,852	101,852
Total		15,831,482	19,695,602	25,601,852	29,351,852
Clarifier					
Mixed Liquor		15,831,482	19,695,602	25,601,852	29,351,852
RAS		7,500,000	9,375,000	9,375,000	9,375,000
WAS		173,365	216,706	216,706	216,706
Clarifier Overflow		8,158,117	10,103,896	16,010,146	19,760,146
Filtration					
Total to Filtration		8,158,117	10,103,896	16,010,146	19,760,146
Filter Backwash (% of Q)		375,000	468,750	750,000	750,000
Chlorine Contact Chamber Influent		7,783,117	9,635,146	15,260,146	19,010,146
Final Effluent					
To Disinfection		7,783,117	9,635,146	15,260,146	19,010,146
Plant Drain (% of AADF Q)		375,000	375,000	375,000	375,000
TOTAL REUSE		7,408,117	9,260,146	14,885,146	18,635,146

APPENDIX B
DESIGN CRITERIA

DESIGN CRITERIA
NEW PORT RICHEY WASTEWATER TREATMENT FACILITY
(7.5 MGD)

Process	Item			Description	Unit
Design Flows					
	Average Daily Flow (ADF)	AADF		7,500,000	gpd
	Maximum Month Average Daily Flow	MMADF	1.25 * AADF	9,375,000	gpd
	Maximum Day Average Daily Flow	MDADF	2.0 * AADF	15,000,000	gpd
	Peak Hour Average Daily Flow	PHADF	2.5 * AADF	18,750,000	gpd
Influent					
	BOD5			225	mg/l
	TSS			220	mg/l
	NH3N			45	mg/l
	TKN			50	mg/l
	pH			6.5-7.5	
Effluent					
	BOD5			10	mg/l
	TSS			5	mg/l
	NH3N			0	mg/l
	NO3			12	mg/l
	TKN			12	mg/l
	DO			8	mg/l
	pH			6.0-8.5	
Screening					
Mechanical					
	Number of Units			2	
	Type			Mechanically Cleaned Bar Screen	
	Capacity (each)			9,375,000	gpd
	Width (each)			42 and 30	inch
	Clear Opening			0.63	inch
	Incline Angle			45	deg
Manual					
	Number of Units			1	
	Type			Manually Cleaned Bar Screen	
	Capacity (each)			9,375,000	gpd
	Width (each)			30.0	inch
	Clear Opening			1.25	inch
	Incline Angle			45	deg
Grit Removal					
	Number			2	
	Type			Vortex Concentrator	
	Capacity (each)			12,000,000	gpd
	Chamber Diameter			12	ft
Grit Cyclone					
	Number of Units			2	1
	Capacity			125	gpm
Grit Classifier					
	Number of Units			2	1
	Type			Inclined Screw	
Grit Pumps					
	Number of Units			2	
	Type			Open Impeller	
	Capacity			120	gpm
Aeration					
Design Parameters					
	Process SRT - Nitrification (SRT)			23	days
	Minimum Wastewater Temp.			18	Deg. C
	Maximum Wastewater Temp.			30	Deg. C
	MLSS Concentration			4,000	mg/L
	Net Yield (Y)			0.73	lb TSS/lb $BOD_{removed}$
	Oxygen Coefficient			1.27	lb O_2/lb $BOD_{removed}$
				4.6	lb O_2/lb $N_{oxidized}$
	Alpha			0.93	
	Beta			0.97	
	Elevation			0	feet above sea level
	MLVSS / MLSS Ratio			0.80	
	Q_{RAS} / Q			1.00	
Carrousel Units					
	Number of Basins			4	
	Type			Plug Flow	

DESIGN CRITERIA
NEW PORT RICHEY WASTEWATER TREATMENT FACILITY
(7.5 MGD)

Process	Item				Description	Unit
	Process				Extended Aeration	
	BOD Removal				10759	lbs BOD/day
	Sludge Production				7854	lbs TSS/day
	System Mass				180637	lbs TSS
	Carrousel Volume Required				5414775	gal
	Total Basin Volume (Actual)				697,056	cf
					5,213,979	gal
	Basin Dimensions					
		Length (CL)			411	ft
		Width			26.50	ft
		Depth			16.00	ft
	Capacity (each)					
		Cubic Feet			174,264	cf
		Gallons			1,303,495	gal
	Subtotal Capacity					
		Cubic Feet			697,056	cf
		Gallons			5,213,979	gal
	Organic Loading @ Q					
		AADF	6,000,000		16.2	lb BOD5/d/1000 cf
	Hydraulic Retention Time @ Q					
		AADF	6,000,000		20.9	hr
		MMADF	7,500,000		16.7	hr
		MDADF	12,000,000		10.4	hr
		PHADF	15,000,000		8.3	hr
	Solids Retention Time @ Q					
	Target	AADF			23	days
	Actual	AADF			22.15	days
	Mixed Liquor Suspended Solids					
		AADF			4,000	mg/L
		MMADF			4,000	mg/L
		MDADF			4,000	mg/L
	RAS Flow					
		AADF			6,000,000	gpd
		MMADF			7,500,000	gpd
		MDADF			7,500,000	gpd
	Nitrogen Synthesis				0	mg/L
	Nitrogen Oxidized (N_{ox})				38.0	mg/L
					1901.5	lbs N/day
	Actual Oxygen Requirement (AOR)	(at 1.27 lb O_2/lb BOD and 4.6 lb O_2/lb $N_{oxidized}$)				
		AADF	6,000,000		23046	lbs/day
		MMADF	7,500,000		28807	lbs/day
		MDADF	12,000,000		46092	lbs/day
	STD Oxygen Requirement (SOR)					
		AADF			33926	lbs/day
		MMADF			42407	lbs/day
		MDADF			67852	lbs/day
	Power Required					
		AADF			442	HP
		MMADF			552	HP
	Aeration					
		Type			Mechanical Surface Aerator	
		Number (Per Basin)			2	
		Number (Total)			8	
		Hp (each)			150	HP
		Power to Volume Ratio			0.86	HP/1,000 cf
		STD Transfer Efficiency			3.2	lb O2/HP-hr
		Actual Transfer Efficiency			1.75	lb O2/HP-hr
Schreiber Unit						
	Number of Basins				1	
	Type				Plug Flow	
	Process				Extended Aeration	
	Sludge Age (MSRT)				20	day
	Mixed Liquor Suspended Solids				4,000	mg/l
	Basin Dimensions					
		Diameter (Outer)			164	ft
		Diameter (Inner)			84.00	ft
		Depth			14.25	ft
	Subtotal Capacity					

DESIGN CRITERIA
NEW PORT RICHEY WASTEWATER TREATMENT FACILITY
(7.5 MGD)

Process	Item			Description	Unit
		Cubic Feet		222,048	cf
		Gallons		1,660,917	gal
	Organic Loading @ Q				
		AADF	1,500,000	13	lb BOD5/day-1,000 cf
		MMADF	1,875,000	16	lb BOD5/day-1,000 cf
		MDADF	3,000,000	25	lb BOD5/day-1,000 cf
		PHADF	3,750,000	32	lb BOD5/day-1,000 cf
	Hydraulic Retention Time @ Q				
		AADF	1,500,000	26.57	hr
		MMADF	1,875,000	21.26	hr
		MDADF	3,000,000	13.29	hr
		PHADF	3,750,000	10.63	hr
Actual Oxygen Requirement (AOR)		(at 1.27 lb O_2/lb BOD and 4.6 lb O_2/lb $N_{oxidized}$)			
		AADF	1,500,000	5761	lbs/day
		MMADF	1,875,000	7202	lbs/day
		MDADF	3,000,000	11523	lbs/day
STD Oxygen Requirement (SOR)					
		AADF		8481	lbs/day
		MMADF		10602	lbs/day
		MDADF		16963	lbs/day
	Aeration				
		Type		Fine Bubble Diffused Aeration	
		Number (Per Basin)		4	
		Number (Total)		4	
		Required Air Flow (Calculated)		1219	SCFM
		Required Air Flow (Ten S.S.)		2932	SCFM
		Required Air Flow at Peak BOD Factor		1829	SCFM
	Power Required			63012	
		AADF		126	HP
	Power Provided			180	HP
Clarification					
Main Units	Number of Units			4	
	Type			Center Hopper, Center Feed, Suction Withdrawal	
	Underflow Concentration			8,000	mg/l
	Basin Dimensions				
		Depth		14.00	ft
		Diameter		75.00	ft
	Capacity (each)				
		Cubic Feet		61,850	cf
		Gallons		462,639	gal
	Total Capacity				
		Cubic Feet		247,400	cf
		Gallons		1,850,555	gal
	Surface Area (each)			4,418	sf
	Total Surface Area			17,671	
	Weir Length (each)			218.9	ft
	Total Weir Length			875.4	ft
Schreiber Unit					
	Number of Units			1	
	Type			Center Hopper, Center Feed, Scraper Bottom	
	Underflow Concentration			8,000	mg/l
	Basin Dimensions				
		Depth		13.00	ft
		Diameter		82.00	ft
	Capacity (each)				
		Cubic Feet		68,653	cf
		Gallons		513,526	gal
	Total Capacity				
		Cubic Feet		68,653	cf
		Gallons		513,526	gal
	Surface Area (each)			5,281	sf
	Weir Length (each)			240.85	ft
	Hydraulic Overflow Rates				
		AADF	8,158,117	355	gpd/sf
		MMADF	10,103,896	440	gpd/sf
		MDADF	16,010,146	698	gpd/sf
		PHADF	19,760,146	861	gpd/sf
	Class I Reliability Check				
		(Hydraulic overflow @ PHADF			
		with largest unit off line and 75%			

DESIGN CRITERIA
NEW PORT RICHEY WASTEWATER TREATMENT FACILITY
(7.5 MGD)

Process	Item			Description	Unit
		of design flow) (< 1000 gpd/ft2)		839	gpd/ft2
	Solids Loading Rates				
		AADF	15,831,482	23.01	lb/day-sf
		MMADF	19,695,602	28.63	lb/day-sf
		MDADF	25,601,852	37.21	lb/day-sf
	Class I Reliability Check				
		(Solids loading @ MDADF			
		with largest unit off line and			
		75% of design flow) (<35 lb/day/ft2)		36.25	lb/day-ft2
	Weir Loading				
		AADF	8,158,117	7,308	gpd/ft
		PHADF	19,760,146	17,702	gpd/ft
	RAS Pumps				
	Number of Units			4	
	Type			Centrifugal Screw	
	Capacity (each)			2,500	gpm
	WAS Pumps				
	Number of Units			2	
	Type			Centrifugal Screw	
	Capacity (each)			600	gpm
Filtration					
	Type			Travelling Bridge Single Media	
	Number of Units			4	
	Surface Area (each)			800	sf
	Total Filter Area			3200	sf
	Media Depth				
		Sand		11	in
	Hydraulic Loading (1 unit off-line)				
		AADF	8,158,117	2.36	gpm/sq ft
		MMADF	10,103,896	2.92	gpm/sq ft
		MDADF	16,010,146	4.63	gpm/sq ft
		PHADF	19,760,146	5.72	gpm/sq ft
	Class I Reliability Check				
		(Hydraulic loading @ PHADF			
		with largest unit off line and 75%			
		of design flow less than 5.0 gpm/sq ft)		4.29	gpm/sq ft
Flow Measurement					
	Number of Units			1	
	Type			Parshall Flume	
Disinfection					
	Type			Chlorination	
	Concentration			1.0	mg/l
	Dosage			10.0	mg/l
	Chlorine Contact Basins				
	Number of Units			2	
	Number of passes per basin			3	
	Basin Dimensions				
		Length (CL)		613.7	ft
		Width		5.0	ft
		Depth		9.0	ft
		L/W Ratio		122.7	ft
	Capacity (each)				
		Cubic Feet		27,615	cf
		Gallons		206,561	gal
	Subtotal Capacity				
		Cubic Feet		55,230	cf
		Gallons		413,123	gal
	CT (Concentration * Detention Time)				
		AADF	7,783,117	76.4	mgl-min
		MMADF	9,635,146	61.7	mgl-min
		MDADF	15,260,146	39.0	mgl-min
		PHADF	19,010,146	31.3	mgl-min
	Chlorine Dosage				
		AADF	7,783,117	649.1	lb/day
		MMADF	9,635,146	803.6	lb/day
		MDADF	15,260,146	1,272.7	lb/day
	Type			Sodium Hypochlorite	
	Concentration			12.0	%
	Chlorinators				

DESIGN CRITERIA
NEW PORT RICHEY WASTEWATER TREATMENT FACILITY
(7.5 MGD)

Process	Item				Description	Unit	
	Number of Units				2		
	Type				Peristaltic Pump		
	Capacity (each)				158.5	gph	
Hypochlorite Storage							
	No. of Tanks				2		
	Type				HDPE		
	Dimensions						
		Diameter			11.5	ft	
		Depth			10.5	ft	
	Capacity (each)				8,158	gal	
	Capacity (total)				16,316	gal	
Containment							
	Dimensions						
		Length			34.7	ft	
		Width			16.0	ft	
		Depth			4.0	ft	
	Capacity (total)				16,597	gal	
Transfer/Reject Pump Station							
Pumps							
	Number of Units				6		
	Type				Submersible		
	Capacity (each)				3,300	gpm	
	Head (TDH)				49	ft	
Reuse Storage							
Ground Storage Tank							
	Number of Units				2		
	Type				Prestressed Concrete		
	Dimensions						
		Diameter			95.0	ft	
		Depth			38.0	ft	
	Capacity (each)						
		Cubic Feet			269,352	cf	
		Gallons			2,014,755	gal	
	Subtotal Capacity						
		Cubic Feet			538,705	cf	
		Gallons			4,029,510	gal	
Reuse Pump Station							
Primary Pumps							
	Number of Units				2		
	Type				Horizontal Split Case		
	Capacity (each)				6000	gpm	
	Head (TDH)				150	ft	
	Number of Units				3		
	Type				Horizontal Split Case		
	Capacity (each)				3500	gpm	
	Head (TDH)				150	ft	
Jockey Pumps							
	Number of Units				2		
	Type				Horizontal Split Case		
	Capacity (each)				500	gpm	
	Head (TDH)				150	ft	
Chemical Feed System							
	Chemical Type				Liquid Alum		
Storage							
	Number of Units				1		
	Type				Fiberglass Ground		
	Dimensions						
		Diameter			10.0	ft	
		Depth			10.0	ft	
	Capacity (each)						
		Cubic Feet			785	cf	
		Gallons			5,875	gal	
	Subtotal Capacity						
		Cubic Feet			785	cf	
		Gallons			5,875	gal	
Alum Pumps							
	Number of Units				2		
	Type				Pushrod Diaphragm		

DESIGN CRITERIA
NEW PORT RICHEY WASTEWATER TREATMENT FACILITY
(7.5 MGD)

Process	Item				Description	Unit	
	Capacity (each)				20.8	gph	
	Head (TDH)				231	ft	
Plant Drain Lift Station							
Pumps							
	Number of Units				3		
	Type				Submersible		
	Capacity (each)				1200	gpm	
	Head (TDH)				39	ft	
Reject Storage							
Ground Storage Tank							
	Number of Units				2		
	Type				Prestressed Concrete		
	Dimensions						
		Diameter			142.0	ft	
		Depth			38.0	ft	
	Capacity (each)						
		Cubic Feet			601,797	cf	
		Gallons			4,501,443	gal	
	Subtotal Capacity						
		Cubic Feet			1,203,594	cf	
		Gallons			9,002,886	gal	
Reject Return Pump Station							
Pumps							
	Number of Units				3		
	Type				Vertical Turbine		
	Capacity (each)				694	gpm	
	Head (TDH)				25	ft	
Sludge Thickening							
	Number of Units				1		
	Basin Dimensions						
		Depth			8.00	ft	
		Diameter			40.00	ft	
	Capacity						
		Cubic Feet			10,053	cf	
		Gallons			75,197	gal	
Sludge Holding							
	Number of Units				1		
	Basin Dimensions						
		Depth			24.00	ft	
		Diameter			36.00	ft	
	Capacity						
		Cubic Feet			24,429	cf	
		Gallons			182,729	gal	
	WAS Quantities						
		Quantity			10,356	lb/day	
		Volume			155,210	gpd	
	Holding Time						
		With Concentration to		1.5	2.2	day	
		Without Concentration to		1.5	1.2	day	
Sludge Dewatering							
	Number of Units				2		
	Type				Belt Filter Press		
	Capacity (each)				840	lbs dry solids/unit	
	Sludge Cake Disposal				Contract Hauling		

APPENDIX C
DETAILED PRELIMINARY COST ESTIMATES

NPR WWTF SCHREIBER EVALUATION
NEW PORT RICHEY, FLORIDA

OPTION 1 - PLANT RE-RATE AND NEW CLARIFIER
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

STROUD ENGINEERING CONSULTANTS, INC.
7-Feb-24

Bid No.	Item	Unit	Unit Cost	Total Quantity	Total Cost
CAPITAL EXPENDITURES:					
5	**Oxidation Ditch**				
	Internal Recycle Gate	LS	$ 75,000	-	$ -
	Mechanical Aerator	EA	$ 300,000	-	$ -
	Anoxic Basin Mixer	EA	$ 75,000	-	$ -
	Overflow Weir Gate	LS	$ 75,000		$ -
	Nitrate Monitoring	LS	$ 50,000		$ -
	OCULUS Control System	LS	$ 250,000		$ -
	Electrical	LS	$ 250,000		$ -
	Structural - Pipe Connections	EA	$ 35,000	8	$ 280,000
	Structural - Cast-in-Place Concrete Tank Walls	CY	$ 2,400		$ -
	Structural - Cast-in-Place Concrete WS	LF	$ 100		$ -
6	**Anoxic Basins**				
	Anoxic Basin Mixer	EA	$ 75,000	8	$ 600,000
	Internal Recycle Pumps	EA	$ 100,000	5	$ 500,000
	Electrical	LS	$ 250,000	1	$ 250,000
	Structural - Cast-in-Place Concrete Tank Mat	CY	$ 2,200	500	$ 1,100,000
	Structural - Cast-in-Place Concrete Tank Walls	CY	$ 2,400	600	$ 1,440,000
	Structural - Cast-in-Place Concrete WS	LF	$ 100	750	$ 75,000
7	**Clarifier**				
	New steel equpment/structures	EA	$ 750,000	1	$ 750,000
	Control Panels, Electrical	EA	$ 150,000	1	$ 150,000
	Installation labor, Contractor O&P	EA	$ 250,000	1	$ 250,000
	Structural - Cast-in-Place Concrete Tank Mat	CY	$ 2,200	1,000	$ 2,200,000
	Structural - Cast-in-Place Concrete Tank Walls	CY	$ 2,400	600	$ 1,440,000
	Structural - Cast-in-Place Concrete WS	LF	$ 100	500	$ 50,000
8	**Yard Piping**				
	30" DIP (ML)	LF	$ 325	280	$ 91,000
	36" DIP (SE)	LF	$ 350	20	$ 7,000
	30" DIP (SE)	LF	$ 325	80	$ 26,000
	24" DIP (ANOX)	LF	$ 300	2,500	$ 750,000
	24" DIP (SE)	LF	$ 300	80	$ 24,000
	20" DIP (SE)	LF	$ 250	30	$ 30,000
	20" DIP (RAS)	LF	$ 250	280	$ 70,000
	8" DIP (DR)	LF	$ 120	200	$ 24,000
	Fittings (C-153 D.I. M.J.)				
	36x30 Reducer	EA	$ 4,000	1	$ 4,000
	30"x20" Wye	EA	$ 6,000	1	$ 6,000
	30x24 Reducer	EA	$ 3,000	2	$ 6,000
	30" 45 deg Bend	EA	$ 3,000	1	$ 3,000
	24x20 Reducer	EA	$ 2,500	1	$ 2,500
	20" 45 deg Bend	EA	$ 2,500	3	$ 7,500
	24x24 Tee	EA	$ 5,000	5	$ 25,000
	24" 90 deg Bend	EA	$ 3,500	8	$ 28,000
	24" 45 deg Bend	EA	$ 3,500	10	$ 35,000
	8x8 Tee	EA	$ 2,000	1	$ 2,000
	8" 90 deg Bend	EA	$ 1,200	1	$ 1,200
	8 Plug	EA	$ 1,000	1	$ 1,000
	Isolation Valves (inc. Valve Box, Extension)				
	24" Plug Valve	EA	$ 10,000	1	$ 10,000
	20" Plug Valve	EA	$ 8,000	2	$ 16,000
	8" Plug Valve	EA	$ 2,500	8	$ 20,000
	Restrained Joints				

Bid No.	Item	Unit	Unit Cost	Total Quantity	Total Cost
	30" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 2,500	6	$ 15,000
	24" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 2,000	6	$ 12,000
	20" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 1,750	12	$ 21,000
	8" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 250	12	$ 3,000
9	**Pipe Connections**				
	30" ML Coinnection	LS	$ 20,000	1	$ 20,000
	20" RAS Coinnection	LS	$ 10,000	1	$ 10,000
	8" DR Coinnection	LS	$ 10,000	1	$ 10,000
10	**Yard Electrical**				
	Yard Electrical and Ops Bldg	LS	$ 500,000	1	$ 500,000
11	**Earthwork, Fill, Grading**				
	Clearing and Grubbing	AC	$ 12,000	0.5	$ 6,000
	Excavation and Backfill	CY	$ 40	1,000	$ 40,000
	Asphalt	SY	$ 70	1,000	$ 70,000
	Fill and Compaction - Structural	CY	$ 100	500	$ 50,000
	Fill and Compaction - General	CY	$ 25	500	$ 12,500
12	**Site Restoration, Sidewalk, Sodding**				
	F&I Finish Grading	SY	$ 10	200	$ 2,000
	F&I Concrete Sidewalk	SF	$ 20	100	$ 2,000
	F&I Bahia Sod	SY	$ 6	800	$ 4,800
	Subtotal				$ 11,052,500
	Engineering (10%)				$ 1,105,250
1,2,3	Mobilization, Environmental Protection, and Survey (8%)	LS			$ 884,200
4	Performance and Payment Bonds (2%)	LS			$ 221,050
15	Contingency Allowance (15%)				$ 1,657,875
Construction Total					**$ 14,920,875**

NPR WWTF SCHREIBER EVALUATION
NEW PORT RICHEY, FLORIDA

OPTION 2 - SCHREIBER UNIT REHABILITATION
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

STROUD ENGINEERING CONSULTANTS, INC.
12-Apr-24

Bid No.	Item	Unit	Unit Cost	Total Quantity	Total Cost
CAPITAL EXPENDITURES:					
6	**GR Aeration/Clarifier**				
	New Equipment and Process Control	LS	$ 850,000	1	$ 850,000
	Blower Replacement	EA	$ 50,000	2	$ 100,000
	Electrical	LS	$ 250,000	1	$ 250,000
	Structural - Concrete Repair/Coating	LS	$ 250,000	1	$ 250,000
	Installation labor, Contractor O&P	EA	$ 750,000	1	$ 750,000
7	**Yard Piping**				
	20" DIP (RAW)	LF	$ 300	100	$ 30,000
	24" DIP (ML)	LF	$ 300	-	$ -
	10" DIP (RAS)	LF	$ 150	-	$ -
	8" DIP (DR)	LF	$ 120	-	$ -
	6" DIP (DR)	LF	$ 100		$ -
	Fittings (C-153 D.I. M.J.)				
	24x24 Tee	EA	$ 5,000	-	$ -
	24" 45 deg Bend	EA	$ 3,500	-	$ -
	10x10 Tee	EA	$ 2,000	-	$ -
	10" 90 deg Bend	EA	$ 1,200	-	$ -
	10" 45 deg Bend	EA	$ 1,200	-	$ -
	10 Plug	EA	$ 1,000	-	$ -
	6" 90 deg Bend	EA	$ 500	-	$ -
	6" 45 deg Bend	EA	$ 500	-	$ -
	Isolation Valves (inc. Valve Box, Extension)				
	20" Plug Valve	EA	$ 10,000	-	$ -
	16" Plug Valve	EA	$ 8,000	-	$ -
	8" Plug Valve	EA	$ 1,600	-	$ -
	Restrained Joints				
	20" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 1,500	-	$ -
	16" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 1,200	-	$ -
	8" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 160	-	$ -
8	**Pipe Connections**				
	20" ML Coinnection	LS	$ 20,000	-	$ -
	10" RAS Coinnection	LS	$ 10,000	-	$ -
	6" DR Coinnection	LS	$ 10,000	-	$ -
9	**Yard Electrical**				
	Yard Electrical and Ops Bldg	LS	$ 250,000	1	$ 250,000
10	**Earthwork, Fill, Grading**				
	Clearing and Grubbing	AC	$ 12,000		$ -
	Excavation and Backfill	CY	$ 40	100	$ 4,000
	Asphalt	SY	$ 70	-	$ -
	Fill and Compaction - Structural	CY	$ 100	-	$ -
	Fill and Compaction - General	CY	$ 25	-	$ -
11	**Site Restoration, Sidewalk, Sodding**				
	F&I Finish Grading	SY	$ 10	200	$ 2,000
	F&I Concrete Sidewalk	SF	$ 20	100	$ 2,000
	F&I Bahia Sod	SY	$ 6	800	$ 4,800

Bid No.	Item	Unit	Unit Cost	Total Quantity	Total Cost
	Subtotal				$ 2,492,800
	Engineering (10%)				$ 249,280
1,2,3	Mobilization, Environmental Protection, and Survey (8%)	LS			$ 199,424
4	Performance and Payment Bonds (2%)	LS			$ 49,856
13	Contingency Allowance (15%)				$ 373,920
Construction Total					**$ 3,365,280**

NPR WWTF SCHREIBER EVALUATION
NEW PORT RICHEY, FLORIDA

OPTION 3 - CONVERT SCHREIBER TO OVIVO DENITIR
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

STROUD ENGINEERING CONSULTANTS, INC.
12-Apr-24

Bid No.	Item	Unit	Unit Cost	Total Quantity	Total Cost
CAPITAL EXPENDITURES:					
5	**Oxidation Ditch**				
	Mechanical Aerator	EA	$ 250,000	2	$ 500,000
	Anoxic Basin Mixer	EA	$ 75,000	2	$ 150,000
	Overflow Weir Gate	LS	$ 75,000	1	$ 75,000
	OCULUS Control System	LS	$ 250,000	1	$ 250,000
	Electrical	LS	$ 250,000	1	$ 250,000
	Structural - Cast-in-Place Concrete Tank Walls	CY	$ 2,400	400	$ 960,000
	Structural - Cast-in-Place Concrete Caps/Walkways	CY	$ 2,400	400	$ 960,000
	Structural - Cast-in-Place Concrete WS	LF	$ 100	500	$ 50,000
	Installation labor, Contractor O&P	EA	$ 550,000	1	$ 550,000
6	**Clarifier Equipment Replacement**				
	New steel equpment/structures	EA	$ 750,000	1	$ 750,000
	Control Panels, Electrical	EA	$ 150,000	1	$ 150,000
	Structural - Cast-in-Place Concrete Tank Walls	CY	$ 2,400	50	$ 120,000
	Installation labor, Contractor O&P	EA	$ 400,000	1	$ 400,000
7	**Yard Piping**				
	20" DIP (RAW)	LF	$ 300	100	$ 30,000
	Fittings (C-153 D.I. M.J.)				
	24x24 Tee	EA	$ 5,000	1	$ 5,000
	24" 45 deg Bend	EA	$ 3,500	2	$ 7,000
	10x10 Tee	EA	$ 2,000	1	$ 2,000
	10" 90 deg Bend	EA	$ 1,200	3	$ 3,600
	10" 45 deg Bend	EA	$ 1,200	1	$ 1,200
	10 Plug	EA	$ 1,000	1	$ 1,000
	6" 90 deg Bend	EA	$ 500	1	$ 500
	6" 45 deg Bend	EA	$ 500	2	$ 1,000
	Isolation Valves (inc. Valve Box, Extension)				
	20" Plug Valve	EA	$ 10,000	1	$ 10,000
	16" Plug Valve	EA	$ 8,000	1	$ 8,000
	8" Plug Valve	EA	$ 1,600	3	$ 4,800
	Restrained Joints				
	20" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 1,500	6	$ 9,000
	16" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 1,200	8	$ 9,600
	8" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 200	8	$ 1,600
8	**Pipe Connections**				
	20" RAW Coinnection	LS	$ 20,000	1	$ 20,000
	16" RAS Coinnection	LS	$ 10,000	1	$ 10,000
	8" DR Coinnection	LS	$ 10,000	1	$ 10,000
9	**Yard Electrical**				
	Yard Electrical and Ops Bldg	LS	$ 250,000	1	$ 250,000
10	**Earthwork, Fill, Grading**				
	Clearing and Grubbing	AC	$ 12,000	-	$ -
	Excavation and Backfill	CY	$ 40	100	$ 4,000
	Asphalt	SY	$ 70	-	$ -
	Fill and Compaction - Structural	CY	$ 100	-	$ -
	Fill and Compaction - General	CY	$ 25	-	$ -

Bid No.	Item	Unit	Unit Cost	Total Quantity	Total Cost
11	**Site Restoration, Sidewalk, Sodding**				
	F&I Finish Grading	SY	$ 10	200	$ 2,000
	F&I Concrete Sidewalk	SF	$ 20	100	$ 2,000
	F&I Bahia Sod	SY	$ 6	800	$ 4,800
	Subtotal				$ 5,562,100
	Engineering (10%)				$ 556,210
1,2,3	Mobilization, Environmental Protection, and Survey (8%)	LS			$ 444,968
4	Performance and Payment Bonds (2%)	LS			$ 111,242
12	Contingency Allowance (15%)				$ 834,315
Construction Total					**$ 7,508,835**

NPR WWTF SCHREIBER EVALUATION
NEW PORT RICHEY, FLORIDA

OPTION 4 - NEW OXIDATION DITCH AND CLARIFIER
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

STROUD ENGINEERING CONSULTANTS, INC.
7-Feb-24

Bid No.	Item	Unit	Unit Cost	Total Quantity	Total Cost
CAPITAL EXPENDITURES:					
5	**Schreiber Basin**				
	Demo Existing Basin and Piping	LS	$ 250,000	1	$ 250,000
6	**Oxidation Ditch**				
	Internal Recycle Gate	LS	$ 75,000	1	$ 75,000
	Mechanical Aerator	EA	$ 250,000	2	$ 500,000
	Anoxic Basin Mixer	EA	$ 75,000	4	$ 300,000
	Overflow Weir Gate	LS	$ 75,000	1	$ 75,000
	Nitrate Monitoring	LS	$ 50,000	1	$ 50,000
	OCULUS Control System	LS	$ 250,000	1	$ 250,000
	Electrical	LS	$ 250,000	1	$ 250,000
	Installation labor, Contractor O&P	EA	$ 500,000	1	$ 500,000
	Structural - Cast-in-Place Concrete Tank Mat	CY	$ 2,200	1,500	$ 3,300,000
	Structural - Cast-in-Place Concrete Tank Walls	CY	$ 2,400	1,000	$ 2,400,000
	Structural - Cast-in-Place Concrete WS	LF	$ 100	1,000	$ 100,000
7	**Clarifier**				
	New steel equpment/structures	EA	$ 750,000	1	$ 750,000
	Control Panels, Electrical	EA	$ 150,000	1	$ 150,000
	Installation labor, Contractor O&P	EA	$ 250,000	1	$ 250,000
	Structural - Cast-in-Place Concrete Tank Mat	CY	$ 2,200	1,000	$ 2,200,000
	Structural - Cast-in-Place Concrete Tank Walls	CY	$ 2,400	600	$ 1,440,000
	Structural - Cast-in-Place Concrete WS	LF	$ 100	500	$ 50,000
8	**Yard Piping**				
	30" DIP (ML)	LF	$ 325	280	$ 91,000
	36" DIP (SE)	LF	$ 350	20	$ 7,000
	30" DIP (SE)	LF	$ 325	80	$ 26,000
	24" DIP (RS)	LF	$ 300	100	$ 30,000
	24" DIP (ML)	LF	$ 300	80	$ 24,000
	24" DIP (SE)	LF	$ 300	80	$ 24,000
	20" DIP (SE)	LF	$ 250	30	$ 30,000
	20" DIP (RAS)	LF	$ 250	280	$ 70,000
	8" DIP (DR)	LF	$ 120	200	$ 24,000
	Fittings (C-153 D.I. M.J.)				
	54x24 Reducer	EA	$ 6,000	1	$ 6,000
	36x30 Reducer	EA	$ 4,000	1	$ 4,000
	30"x20" Wye	EA	$ 6,000	1	$ 6,000
	30x24 Reducer	EA	$ 3,000	2	$ 6,000
	30" 45 deg Bend	EA	$ 3,000	1	$ 3,000
	24x20 Reducer	EA	$ 2,500	2	$ 5,000
	20" 45 deg Bend	EA	$ 2,500	3	$ 7,500
	24x24 Tee	EA	$ 5,000	1	$ 5,000
	24" 90 deg Bend	EA	$ 3,500	2	$ 7,000
	24" 45 deg Bend	EA	$ 3,500	7	$ 24,500
	8x8 Tee	EA	$ 2,000	1	$ 2,000
	8" 90 deg Bend	EA	$ 1,200	1	$ 1,200
	8 Plug	EA	$ 1,000	1	$ 1,000
	Isolation Valves (inc. Valve Box, Extension)				
	24" Plug Valve	EA	$ 10,000	1	$ 10,000
	20" Plug Valve	EA	$ 8,000	2	$ 16,000
	8" Plug Valve	EA	$ 2,500	2	$ 5,000
	Restrained Joints				
	30" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 2,500	6	$ 15,000
	24" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 2,000	6	$ 12,000

Bid No.	Item	Unit	Unit Cost	Total Quantity	Total Cost
	20" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 1,750	12	$ 21,000
	8" MJ restraint for DIP (i.e., Mega-Lug Series 2000PV)	EA	$ 250	12	$ 3,000
9	**Pipe Connections**				
	30" ML Coinnection	LS	$ 20,000	1	$ 20,000
	20" RAS Coinnection	LS	$ 10,000	1	$ 10,000
	8" DR Coinnection	LS	$ 10,000	1	$ 10,000
10	**Yard Electrical**				
	Yard Electrical and Ops Bldg	LS	$ 500,000	1	$ 500,000
11	**Earthwork, Fill, Grading**				
	Clearing and Grubbing	AC	$ 12,000	0.5	$ 6,000
	Excavation and Backfill	CY	$ 40	1,000	$ 40,000
	Asphalt	SY	$ 70	250	$ 17,500
	Fill and Compaction - Structural	CY	$ 100	250	$ 25,000
	Fill and Compaction - General	CY	$ 25	250	$ 6,250
12	**Site Restoration, Sidewalk, Sodding**				
	F&I Finish Grading	SY	$ 10	200	$ 2,000
	F&I Concrete Sidewalk	SF	$ 20	100	$ 2,000
	F&I Bahia Sod	SY	$ 6	800	$ 4,800
	Subtotal				$ 14,019,750
	Engineering (10%)				$ 1,401,975
1,2,3	Mobilization, Environmental Protection, and Survey (8%)	LS			$ 1,121,580
4	Performance and Payment Bonds (2%)	LS			$ 280,395
13	Contingency Allowance (15%)				$ 2,102,963
Construction Total					**$ 18,926,663**

TASK ORDER NO. 6

SCOPE OF SERVICES AND FEE PROPOSAL

2026 NPR WWTF SCHREIBER TO DENITER PROCESS MODIFICATION

CITY OF NEW PORT RICHEY

I. PROJECT SCOPE

Description:

The City of New Port Richey (CITY) owns and operates the New Port Richey Wastewater Treatment Facility (WWTF), located at 4730 Main Street, New Port Richey, FL 34652. The WWTF has a treatment capacity of 7.5 Million Gallon Per Day (MGD) based on an Annual Average Daily Flow (AADF) measurement. The plant provides effluent meeting the Florida Department of Environmental Protection (FDEP) classification of Part III – Slow-Rate Public Access Reuse Systems under FAC 62-610, in which all treated effluent currently is disposed through the City's Master Urban Reuse System and the Pasco County Master Reuse System. The plant's biological treatment consists of four (4) carousel nitrification/denitrification basins and one (1) Schreiber treatment system with a nitrification/denitrification perimeter basin and an internal clarifier. The Scheiber unit has a treatment capacity of 1.5 MGD and was constructed in the early 1980's and is currently not in operation due to deteriorated mechanical equipment.

The CITY has requested the services of Stroud Engineering Consultants, Inc. (ENGINEER) to provide authorized engineering and related services for the evaluation, analysis, planning, design, permitting, bid phase, and construction management services of improvements needed to provide the Schreiber Treatment System to the OVIVO Deniter Oxidation Ditch process modifications. In discussions with CITY staff, the planned upgrade of the New Port Richey WWTF includes the addition or modification of the following components:

- Modification of the existing 1.010-Million Gallon (MG) Schreiber Treatment Basin to a 2-Stage Denitrification process configuration
    - Stage 1 – Anoxic Zone (within existing basin)
    - Stage 2 – Aeration Zone (within existing basin)
- New Excell II aerators in the Aeration Zone
- New internal concrete walls for the Stage 1 and 2 process zones
- Addition of an automated internal recycle gate
- New OCULUS process control operation system
- Addition of process monitoring equipment
    - DO and ORP probes and Nitrogen-reduction process control system
- Modifications to the Yard Piping to accommodate the new process system.
- Modification of the existing 82' diameter Clarifier to a center influent column supporting a center drive with rotating sludge raking system.

The ENGINEER has coordinated with subconsultants to provide structural, electrical, and instrumentation and control design services. The subconsultant services to complete the final design work and construction phase services are included in this Task Order. The subconsultants included in this Task Order are the following:

- McKim & Creed, Inc. – Structural
- Tricon Engineering – Electrical, Instrumentation and Control

Mr. Brent Heath, PE will serve as the ENGINEER's project manager on this task order for the duration of the scope of services. The ENGINEER will provide project management as part of this work authorization, which shall include: continuous management and coordination of the overall project; preparation of miscellaneous correspondence; coordination of subconsultant services; necessary coordination and scheduling of permitting activities; and attendance at project meetings (as requested) with the CITY. A written summary of the project status and completed tasks will be provided with each invoice submitted by the ENGINEER.

Based on the above background discussion, the following specific tasks and services are anticipated for this project, and are included in this Scope of Services:

TASK 1 PRELIMINARY ENGINEERING

The ENGINEER's preliminary engineering scope will include the following:

- Assemble available record drawings for the existing wastewater collection, treatment, and disposal system at the New Port Richey WWTF, including other buried utilities (i.e. electrical, fiber optic, etc.) that may be encountered during the construction phase.

- Assemble available design reports, feasibility studies, capacity analysis reports, operation and maintenance reports, influent and effluent sampling data, as related to the existing WWTF. These documents will provide predesign guidance for the design of this proposed facility as they depict, in detail, the specific facilities to be incorporated into the new design. In addition, the ENGINEER will meet with CITY staff to discuss specific needs and modifications resulting from operating experience gained during operation of the existing plant.

- A Preliminary Engineering Report will be prepared upon conclusion of the preliminary design phase. This document will include the proposed basis of design, project scope, initial construction cost estimate, and the initial design and construction schedules. Figures will be provided with the Preliminary Engineering Report that will show plan views of the proposed utilities, based on the available site plan data, along with locations of the proposed facility improvements. This report will provide a summary of the evaluation findings discussed above, along with a description of the specific facility components to be modified during the upgrade/expansion, and will include the site layout, hydraulic profile, P&ID diagram, and equipment sizing. In addition, the required process calculations will be completed to support the process designs.

- Attend a preliminary design review meeting with the CITY's staff to discuss the project scope and review comments.

TASK 2 FINAL DESIGN

Upon completion of the preliminary design activities, including responding to comments from the CITY's review personnel, the ENGINEER will proceed with preparation of the final design documents. The ENGINEER's final design scope will include the following:

- Prepare construction drawings at designated project completion milestones (60%, 90%, and final) for review, comment, and approval by the CITY. The construction drawings will include construction notes, plan sheets at appropriate scale for legible interpretation, and standard utility details. Up to four (4) copies of construction drawings will be provided in 11"x17" size at each submittal stage. The construction drawings will include civil, mechanical, electrical, instrumentation and utility details.

- Prepare technical specifications at the 90% and final design submittal stage to describe acceptable contractor qualifications, materials for construction, installation requirements, measurement and payment descriptions, etc.

- Attend design review meetings with the CITY's staff in order to finalize the drawings. The ENGINEER will also attend a design review meeting with the CITY's Engineering staff at the 90% submittal stage to describe the project details and to determine if design revisions are warranted on the final design submittal to accommodate the CITY's concerns.

- Prepare final estimate of the probable construction costs for the proposed WWTF improvements.

The ENGINEER will provide electronic files of final design drawings in PDF and DWG format for the CITY's use.

TASK 3 PERMIT ASSISTANCE

The ENGINEER will prepare and submit the permit applications necessary to perform the utilities installation activities as included on the final design documents. It is anticipated that the following permit applications will be required as part of this project:

- FDEP Wastewater Facility or Activity Permit Application – General Information – Form 1
- FDEP Wastewater Permit Application – Form 2A for Domestic Wastewater Facilities

Prior to construction we will complete the appropriate FDEP permit applications including associated sketches, drawings, and related incidental information required for a competent submittal. In addition we will provide routine follow-up services in support of the permit application and assist the agencies with their review by attending meetings, making field visits, responding to questions, etc. We have not included the cost of services relating to unforeseen additional requirements by FDEP. Should FDEP require substantial additional services be performed, we will notify the CITY immediately and jointly determine what action, additional services, and compensation are appropriate. The ENGINEER will submit the permit modification fee of $5,000 to FDEP for a Type 1 facility. The permit fee is included in this task order fee.

TASK 4 ALLOWANCE FOR AUTHORIZED ADDITIONAL WORK

In the event that other additional work is required or requested by the CITY, which may arise from unforeseen field conditions, require changes in the project design, and/or additional permitting requests, this task is intended to provide an allowance for such work. Such additional work shall be authorized in writing by CITY.

II. DELIVERABLES

This Scope of Services is to include the following deliverables:

- Preliminary Engineering Report
- Final Design Drawings (60%, 90%, and 100%)
- Technical Specifications
- ENGINEER's Opinion of the Probable Construction Cost

III. ADDITIONAL SERVICES REQUIRING AUTHORIZATION IN ADVANCE

During the course of the work, the ENGINEER shall notify the CITY in writing of any unanticipated costs or out of scope work and shall provide a new estimate for that work to the CITY for approval.

If required by the ENGINEER and authorized by the CITY, additional services related to this Work Authorization shall be provided by the ENGINEER for additional professional fees negotiated with and agreed to by the CITY. It is anticipated that the allowance in Task 4 will provide the funding for additional authorized engineering services.

IV. PROJECT SCHEDULE

The ENGINEER will begin the activities described herein within two weeks of receiving written notice to proceed, and the tasks shall be completed expeditiously subject to coordination with the CITYs staff. The estimated project schedule is outlined as follows:

Task	Description	Weeks to Complete After Notice to Proceed Issued
1	Preliminary Engineering Report	24
	CITY Review	28
2	60% Design Submittal	36
	CITY Review	40
	90% Design Submittal	46
	CITY Review	50
	100% (Final) Design Submittal	54
3	Permitting	60

V. EXCLUSIONS AND CONDITIONS

This following exclusions and conditions apply to the Scope of Services:

- On-site surveying is not included in this Work Authorization. The ENGINEER intends to use the record drawing site plans, elevation data, and structure dimensions as the basis for the design drawings.

- SUE investigation for existing utilities is not included in this Work Authorization. Should locates be required by the CITY, the fee amount of Task 4 – Allowance for Authorized Additional Work may be used for this purpose.

- Assistance with Federal grant funding programs are not included in this Work Authorization. Should funding assistance be required by the CITY, the fee amount of Task 4 – Allowance for Authorized Additional Work may be used for this purpose.

VI. ENGINEER'S COMPENSATION

For Tasks 1 – 3 described above, the CITY will compensate the ENGINEER on a fixed fee basis. Compensation to the ENGINEER for the services included in the above tasks shall not exceed the following:

1.	PRELIMINARY ENGINEERING	$ 75,600.00
2.	FINAL DESIGN	$283,300.00
3.	PERMIT ASSISTANCE	$ 20,720.00
4.	ALLOWANCE FOR AUTHORIZED ADDITIONAL WORK	$ 15,000.00
	TOTAL AUTHORIZATION	$394,620.00

TASK ORDER NO. 6

2026 NPR WWTF SCHREIBER TO DENITER PROCESS MODIFICATION

Stroud Engineering Consultants, Inc.

A. SCOPE OF SERVICES - The City of New Port Richey hereby authorizes the firm of Stroud Engineering Consultants, Inc. to perform the specific services summarized on the attached statement entitled TASK ORDER NO. 6, SCOPE OF SERVICES AND FEE PROPOSAL.

B. TIME OF COMPLETION - Work under this Authorization will begin upon Notice to Proceed from the City and will be completed within the schedule presented on the attached statement entitled TASK ORDER NO. 6, SCOPE OF SERVICES AND FEE PROPOSAL.

C. KEY PERSONNEL – Stroud Engineering Consultants, Inc. shall appoint a single representative with whom the City of New Port Richey shall coordinate. This representative shall have the authority to transmit instructions, receive information, interpret and deliver decisions, etc. Key personnel assigned to the project by Stroud Engineering Consultants, Inc. shall not be removed from the project without the prior written approval of the City of New Port Richey. For this authorization key personnel are as follows: Brent Heath, P.E.

D. COMPENSATION - Professional fees for this authorization will be fixed fee in accordance with the AGREEMENT FOR GENERAL UTILITY ENGINEER, WATER-RESOURCE AND ENVIRONMENTAL CONTINUING SERVICES (GUE&WR&EC) with the City of New Port Richey, dated October 5, 2023.

E. ACCEPTANCE - By signature hereon, the parties each accept the provisions of this TASK ORDER NO. 6 and authorize the Consultant to proceed at the direction of the City's representative, in accordance with the SCOPE OF SERVICES AND FEE PROPOSAL.

Witness:

_____

STROUD ENGINEERING CONSULTANTS, INC.

_____

Brent A. Heath, President

_____

Date

Attest:

_____

CITY OF NEW PORT RICHEY, FLORIDA

_____

Mayor

_____

Date

NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Colin Eichenmuller, Public Works Department

DATE: May 19, 2026

RE: 2023/2024 Street Improvements Project Close Out

REQUEST:

The request of staff for the City Council is to review and consider for approval the attached deductive change order in the amount of $115,192.43 and the final pay request of $0.00 submitted by EZ Contracting, LLC for the completion of the 2023/2024 and 2024/2025 (Change Order), Street Improvements projects.

DISCUSSION:

As City Council is aware, the 2023/2024 Street Improvements Project was identified in the City's 2024/2028 Capital Improvement Program. The project included the annual repair and maintenance of numerous arterial, collector, and residential roadways throughout the city based upon the methodology established in the Pavement Management Plan developed by the Citizens Advisory Committee, the Genesis Group, and city staff.

The streets included in the original project consisted of the following:

1. Grand Boulevard from Sims Lane to Broadway Avenue
2. Marine Parkway from US 19 to Grand Boulevard
3. Florida Avenue from Madison Street to Congress Street
4. Pennsylvania Avenue from Madison Street to Congress Street
5. Central Avenue from Madison Street to Harrison Street
6. Harrison Street from Old Main Street to Indiana Avenue
7. Polk Street from Old Main Street to Indiana Avenue
8. Marine Parkway from Gemstone Drive to US Highway 19

As part of the street improvement process, the existing asphalt roadway surface was milled and resurfaced to maintain the existing roadway grade and minimize impacts to stormwater runoff. In addition, damaged or deteriorated sidewalk sections were removed and replaced as needed. Concrete flumes were also constructed adjacent to existing stormwater inlet structures as part of the City's stormwater best management practices.

In conjunction with the roadway improvements, the City also completed several sidewalk enhancement projects through the Neighborhood Sidewalk Improvement Program. Priority areas included construction of approximately 3,025 linear feet of new sidewalk in the following areas:

- North River Neighborhood (Berkley Road and Park Drive)
- Sims Grant Neighborhood (Richey Drive and Indiana Avenue)
- Tanglewood Subdivision (Norfolk Court)

In an effort to expedite implementation of the 2024/2025 Street Improvements Project, staff incorporated additional roadway improvements into the existing construction contract through a change order. This change order was directed to address areas identified through the Roadway Needs Assessment conducted by the City in 2014 that established a roadway ranking system and paving cycle schedule based upon roadway condition. streets included within this change order were identified as part of paving cycle group eight (8).

The additional streets completed under the change order include:

1. Monroe Street from Main Street to Central Avenue
2. Monroe Street from Central Avenue to Mockingbird Alley
3. Jackson Street from Main Street to Central Avenue
4. Jackson Street from Mockingbird Alley to Kentucky Avenue
5. Michigan Avenue from Grand Boulevard to Washington Street
6. Garden Grove Lane from Michigan Avenue to Grand Boulevard
7. Homecrest Road from Grand Boulevard to Washington Street
8. Orange Grove Avenue from Grand Boulevard to Washington Street
9. Kenwood Avenue from Grand Boulevard to Washington Street
10. Chapel Avenue from Broadway Avenue to Kenwood Avenue
11. Forest Avenue from Indiana Avenue to Massachusetts Avenue
12. Silver Drive from Jackson Street to the end of the cul-de-sac
13. Emerald Drive from Jackson Street to the end of the cul-de-sac
14. Ohio Avenue from Forest Avenue to Van Buren Street
15. Sapphire Drive from Jackson Street to Van Buren Street
16. Oak Hill Drive from Kentucky Avenue to 6737 Oak Hill Drive
17. Vermont Avenue from Madison Street to Davis Street
18. Anderson Street from Kentucky Avenue to Massachusetts Avenue
19. Davis Street from Kentucky Avenue to Massachusetts Avenue

RECOMMENDATION:

Approval of the deductive change order and final pay request are recommended.

BUDGET/FISCAL IMPACT:

Funding is identified in the Street Improvement fund.

ATTACHMENTS:
- 23-24 Street Pay App 10-Close out.pdf
- Change Order No. 3 - Deductive-Final (002).pdf
- 23-24.St.Impr.Proj.CO1.Sidewalk.Maps.pdf
- 23_24 Street Imp CO 24_25_Site Map.pdf
- 23-24 Street Improvement Project Site Map_03072025.pdf

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

Gray Areas To Be Filled In By Contractor

Bid No.	25-007	Date	14/24/2026	Payment Number	10-CO2 Final
Application Period	From 01/10/25	To	04/05/26		
Project Name	2023-2024-Street Improvement Project C/O 24/25 Street Improvement Project				
Account Number					
Owner:	City of New Port Richey			Phone No.	(727)-841-4536
Engineer:	David B. Fleeman, P. E.			Phone No.	800-532-1047 x2237
Contractor:	EZ Contracting LLC			Phone No.	813-252-9793

Contract Data		**Change Orders**							
Bids Received	2/28/2025	No. 1	Date	9/16/2025	Time	90	Amount	$ 225,000.00
Contract Start Date	5/1/2025	No. 2	Date	12/10/2025	Time	180	Amount	$1,419,012.16
Notice to Proceed:	5/1/2025	No. 3	Date	4/24/2026	Time		Amount	$ (115,192.43)
Calendar Days for Completion	180	No.	Date		Time		Amount	
Original Completion Date	10/28/2025	No.	Date		Time		Amount	
Days Extension to Date	270							
New Completion date	6/8/2026							

		Summary of Project Status		
Original Contract Amount	$ 1,770,724.47	Total Work Completed	$	3,299,544.20
Adjustments to Date	$ 1,644,012.16	Material Stored on Site	$	-
Revised Contract Amount	$ 3,299,544.20	Total Earned to Date	$	3,299,544.20
Percentage Complete ($)	292.45%	Less Retainage 0%	$	-
Percentage Complete (Time)	#VALUE!	Balance	$	3,299,544.20
Percentage Complete (Work)	100.00%	Less Previous Payments	$	3,299,544.20
		Amount Due this Period	**$**	**0.00**

CERTIFICATION OF CONTRACTOR

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

Submitted for Payment:

EZ Contracting LLC
(Contractor)

By: John Barile
(Signature)

Name: John A. Barile, President
(Print or type)

Date: May 4, 2026

Recommended for Payment:

Florida Design Consultants, Inc
(Design Professional)

By: N/A
(Signature)

Name:
(Print or type)

Date:

Recommended for Payment:

City of New Port Richey
(Project Manager)

By:
(Signature)

Name: Derek Silver
(Print or type)

Date: 5/5/26

Approved for Payment:

City of New Port Richey
(Owner)

By:
(Signature)

Name: Colin Eichenmuller
(Print or type)

Date:

CONTRACT MODIFICATION
(FINAL CHANGE ORDER-DEDUCTIVE)

Contract Modification No.: 3 Date: 04/24/2026

Project Name: ITB 25-007 2023-2024-Street Improvement Project C/O
24/25 Street Improvement Project Project No:

Owner: City of New Port Richey, City Council

Contractor: EZ Contracting LLC.

Engineer: Florida Design Consultant

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

Contract Amount		**Contract Time** (Cal. Days)		
Original Contract Amount	$ 1,770,724.47	Original Duration	180	Days
Previous Change Orders (Add/Deduct)	$ 1,644,012.16	Previous Change Orders (Add)	90	Days
This Change Order (Deduct)	$ (115,192.43)	This Change Orders (Add)	180	Days
Revised Contract Amount	$ 3,299,544.20	Revised Contract Time	450	Days
		The Final Contract Completion Date is:		
		June 8, 2026		

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

Recommended By:

Engineer
By: N/A
Title
Date

Contractor EZ Contracting LLC
By: John Barile
Title President
Date: May 4, 2026

Public Works Director
By:
Date:

Project Manager
By:
Date: 5/5/26

CONTRACT MODIFICATION
(FINAL CHANGE ORDER-DEDUCTIVE)

Contract Modification No.: 3 Date: 04/24/2026

Project Name: ITB 25-007 2023-2024-Street Improvement Project C/O 24/25 Street Improvement Project Project No:

Owner: City of New Port Richey, City Council

Contractor: EZ Contracting LLC.

Engineer: Florida Design Consultant

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

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This Change Order (Deduct)	$ (115,192.43)	This Change Orders (Add)	180	Days
Revised Contract Amount	$ 3,299,544.20	Revised Contract Time	450	Days
		The Final Contract Completion Date is:		
			June 8, 2026	

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

Recommended By:

Engineer _____ Contractor _____

By: _____ By: _____

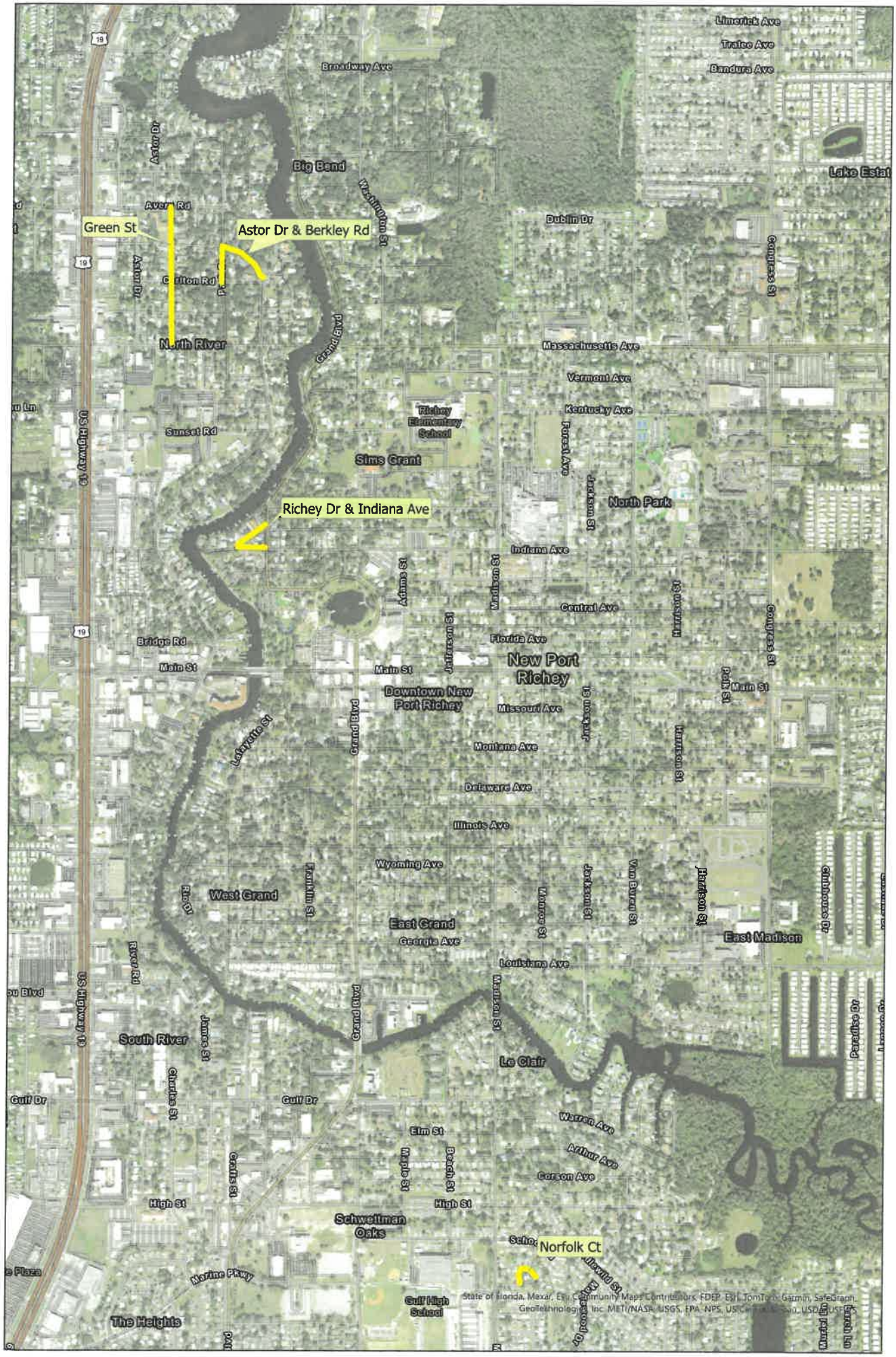
Title _____ Title _____

Date _____ Date: _____

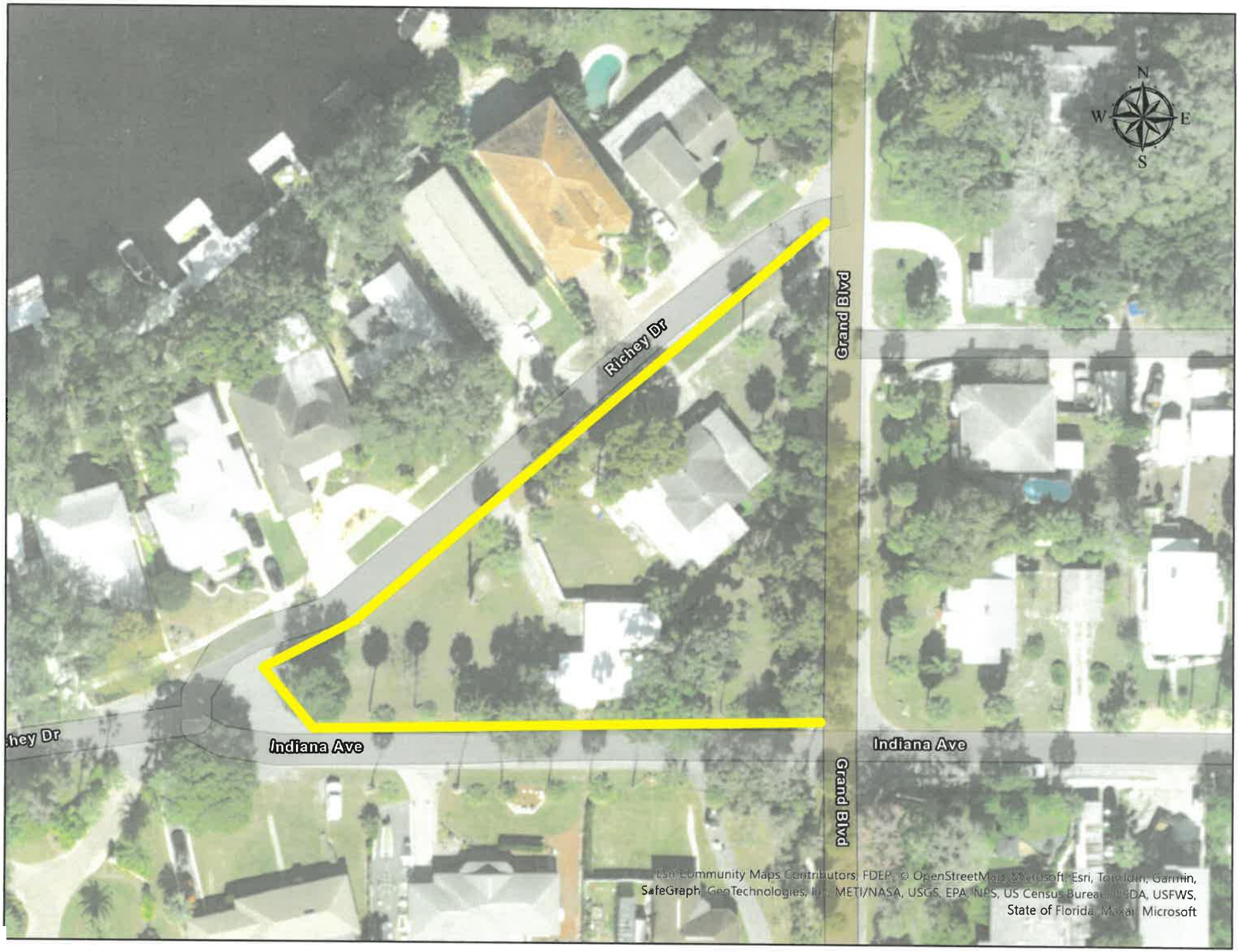
Public Works Director _____ Project Manager _____

By: _____ By: _____

Date: _____ Date: _____



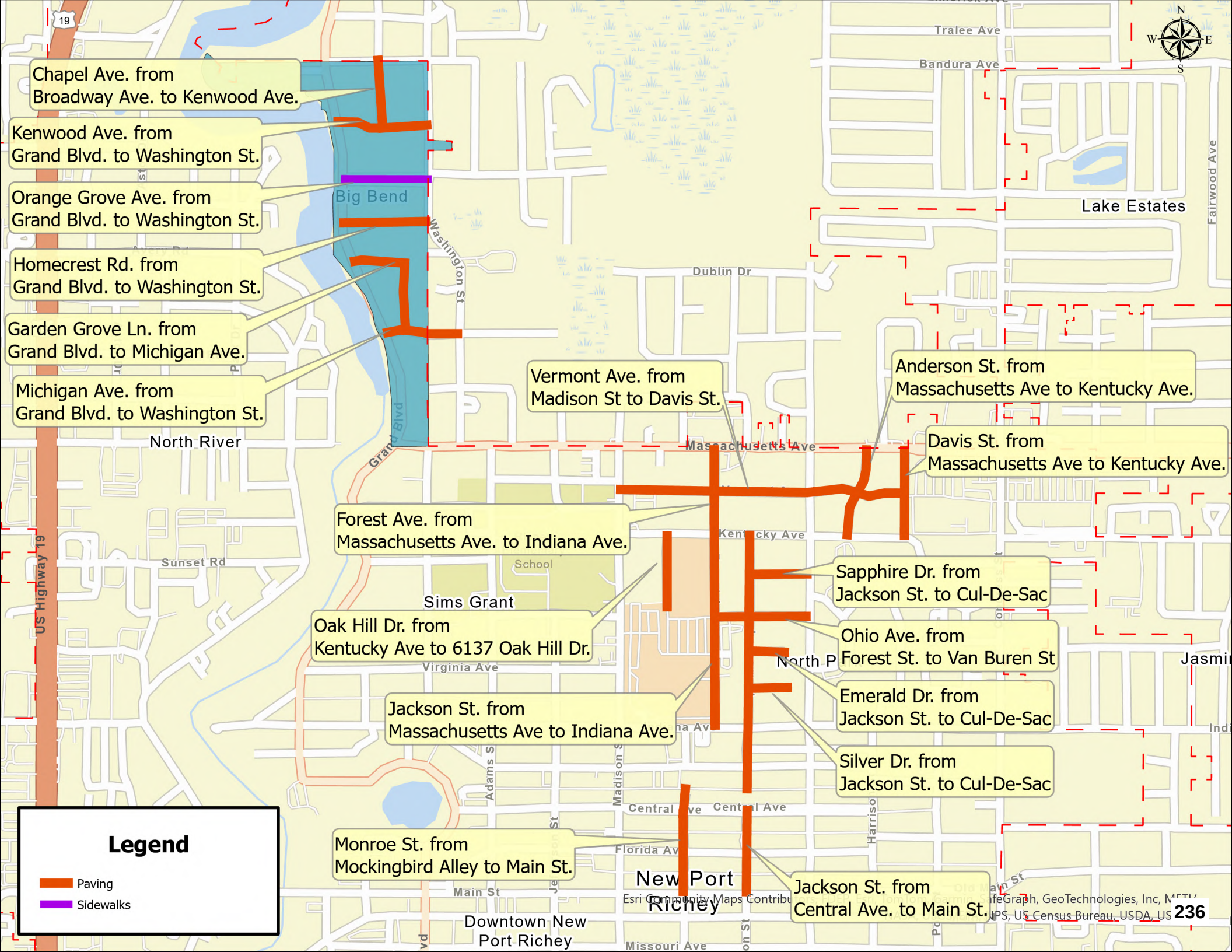
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State of Florida, Maxar, Microsoft

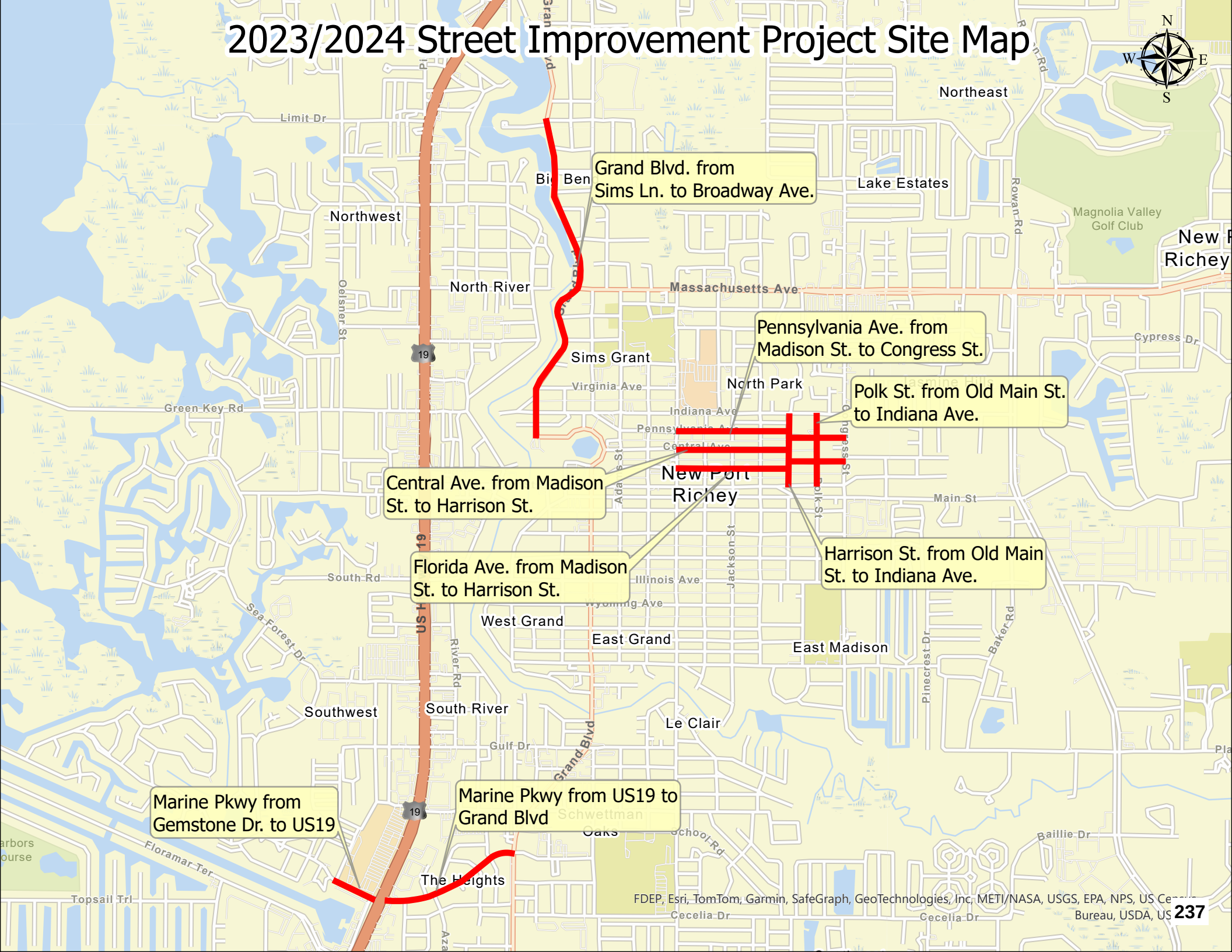

Avery Rd
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Carlton Rd
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Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, State of Florida, Maxar, Microsoft


Chapel Ave. from
Broadway Ave. to Kenwood Ave.
Kenwood Ave. from
Grand Blvd. to Washington St.
Orange Grove Ave. from
Grand Blvd. to Washington St.
Homecrest Rd. from
Grand Blvd. to Washington St.
Garden Grove Ln. from
Grand Blvd. to Michigan Ave.
Michigan Ave. from
Grand Blvd. to Washington St.
Vermont Ave. from
Madison St to Davis St.
Anderson St. from
Massachusetts Ave to Kentucky Ave.
Davis St. from
Massachusetts Ave to Kentucky Ave.
Forest Ave. from
Massachusetts Ave. to Indiana Ave.
Sapphire Dr. from
Jackson St. to Cul-De-Sac
Oak Hill Dr. from
Kentucky Ave to 6137 Oak Hill Dr.
Ohio Ave. from
Forest St. to Van Buren St
Emerald Dr. from
Jackson St. to Cul-De-Sac
Jackson St. from
Massachusetts Ave to Indiana Ave.
Silver Dr. from
Jackson St. to Cul-De-Sac
Monroe St. from
Mockingbird Alley to Main St.
Jackson St. from
Central Ave. to Main St.
Legend
Paving
Sidewalks
Big Bend
North River
Lake Estates
Sims Grant
Downtown New
Port Richey
New Port
Richey
Tralee Ave
Bandura Ave
Dublin Dr
Massachusetts Ave
Kentucky Ave
Virginia Ave
Central Ave
Florida Av
Main St
Missouri Ave
Sunset Rd
School
US Highway 19
Washington St
Grand Blvd
Adams St
Madison St
Fairwood Ave
Esri Community Maps Contrib
IPS, US Census Bureau, USDA, US
236

2023/2024 Street Improvement Project Site Map



FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, US

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

TO: City of New Port Richey City Council

FROM: Colin Eichenmuller, Public Works Department

DATE: May 19, 2026

RE: ITB26-018 Exterior Upgrades to City Hall and Library Project Bid Award

REQUEST:

The request of staff for City Council is to review and consider for approval the bid in the amount not to exceed $577,182.00 and award the project to SC Signature Construction for the ITB 26-018 Exterior Upgrades to City Hall and Library Project

DISCUSSION:

As City Council is aware, City Hall and the Library are connected through a shared campus design. The current City Hall building was constructed in 1990, while the library relocated in 1991 to the adjacent former City Hall building, originally known as the Pierce Grammar School. Although both facilities have undergone various renovation and improvement projects over the years, the core structures have largely remained unchanged throughout their service life.

The proposed project includes the replacement of existing windows with impact-resistant window systems, brick joint repairs, and installation of weather sealing and vapor barrier protection to improve the resiliency and longevity of the buildings.

On April 10, 2026, bid proposals were opened for ITB26-018. From the bid tabulation results, there were a total of five (5) bids. The bids received ranged with the high bid being $1,275,000.00 and the low bid being $423,226.25. The lowest bid was submitted by Quality Plus Reconstruction. However, subsequent to review of the bid package with RGA Design and further discussion with Mr. Escoabar (President of Quality Plus Reconstruction), it was determined that the significantly lower price was primarily due to the specification of "Euroglass,"for which Quality Plus Reconstruction is a dealer. This was not the product listed in the plans or specifications and does not adhere to the contract specifications for substitutions. Additionally, Quality Plus Reconstruction requested that an 18% markup be added to the submitted window pricing due to increased costs after bid submission. For these reasons Quality Plus Reconstruction's bid was rejected.

The next lowest bidder was SC Signature Construction with a bid amount of $577,182.00. This bid was reviewed by RGA Design and City staff and was found to be consistent with the design specifications. The City has worked with SC Signature on several projects with great success, to include Meadows Park Improvement Project, and West Main Street Sidewalk and Drainage Project. Staff is confident they are qualified and capable of performing all of the work described in the bid documents and recommend that the City of New Port Richey award this project to them in the amount of five hundred seventy seven thousand, one hundred eighty two dollars ($577,182.00).

RECOMMENDATION:

Approval of the do not exceed bid amount of $577,182.00. and award of the ITB 26-018 to SC Signature Construction Corp. is recommended.

BUDGET/FISCAL IMPACT:

The project is included in the City's current Capital Improvement Program and funds are identified as Penny for Pasco Tax Dollars.

ATTACHMENTS:

- ITB26-018 Exterior Upgrades to City Hall and Library Project Bid Tabulation and Minutes.docx
- ITB26-018 Bid Recommendation Letter - REV1.pdf

TO: Debbie L. Manns, City Manager
FROM: Judy Meyers, City Clerk
CC: Colin Eichenmuller, Public Works Director
Kate Wendt, Sr. Administrative Assistant
DATE: April 10, 2026
RE: Bid Opening: ITB26-018 Exterior Upgrades to City Hall and Library Project

---

Bids for ITB26-018 Exterior Upgrades to City Hall and Library Project were received by 2:00 p.m. on Thursday, April 9, 2026. The bid opening took place on April 10, 2026 at 2:00 p.m. in City Hall Council Chambers.

Present were Construction Services Manager Martin Field, Sr. Administrative Assistant Kate Wendt and City Clerk Judy Meyers.

Bids were announced and opened from the following entities:

BIDDERS	BID
BHP Windows and Doors 1581 W 49th St Hialeah, FL 33012-2924	$1,275,000
Dauntless Contracting 1404 Epiphany Way, Suite Q-101 Trinity, FL 34655	$633,312
FSV Construction Company 7566 Southland Blvd., Suite 105 Orlando, FL 32809	$699,000
Quality Plus Reconstruction 11224 Satellite Blvd. Orlando, FL 32837	$423,226.25
SC Signature Construction 8530 Oreto Drive Port Richey, FL 34688	$577,182

The apparent low bidder was Quality Plus Reconstruction with a total bid of $423,226.25. The bid opening concluded at 2:10 p.m.

BID ITEM: Exterior Upgrades to City Hall and Library Project
BID NUMBER: ITB26-018
BID OPENING: April 10, 2026 at 2:00 p.m., City Council Chambers
DEPARTMENT: Public Works

NUMBER OF BIDS: 5

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE	HUMAN TRAFFICKING
BHP Windows and Doors 1581 W 49th St Hialeah, FL 33012-2924	$1,275,000	✓	✓	✓	✓
Dauntless Contracting 1404 Epiphany Way, Suite Q-101 Trinity, FL 34655	$633,312	✓	✓	✓	X
FSV Construction Company 7566 Southland Blvd., Suite 105 Orlando, FL 32809	$699,000	✓	✓	✓	✓
Quality Plus Reconstruction 11224 Satellite Blvd. Orlando, FL 32837	$423,226.25	✓	✓	✓	✓
SC Signature Construction 8530 Oreto Drive Port Richey, FL 34688	$577,182	✓	✓	✓	✓

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

WITNESSED BY:

Kate Wendt

May 5, 2026

Construction Services Manager
New Port Richey
6132 Pine Hill Road
Port Richey, Florida 34668

Re: Bid Recommendation: ITB26-018 Exterior Upgrades to City Hall and Library Project

Mr. Field:

On Friday, April 10, 2026 at 2:00 p.m. local time, bid proposals were opened for the above-referenced project. Attached is the bid tabulation results containing the bidders' names and bid costs.

From the bid tabulation results, there was a significant variation in pricing between bidders, with the highest bid being $1,275,000.00 and the lowest bid being $423,226.25.

The lowest bid was submitted by Quality Plus Reconstruction. After discussing the bid with Mr. Escoabr, it was determined that the significantly lower price was primarily due to the specification of "Euroglass," for which Quality Plus Reconstruction is a dealer. This was not the product listed in the plans or specifications and does not adhere to the contract specifications for substitutions. Additionally, Quality Plus Reconstruction requested that an 18% markup be added to the submitted window pricing due to increased costs after bid submission. For these reasons Quality Plus Reconstruction's bid was rejected.

The next lowest bidder was SC Signature Construction with a bid amount of $577,182.00. I am comfortable that SC Signature Construction understands the full scope of the project and has bid the work in accordance with the contract documents. SC Signature Construction is also a local company that has recently successfully completed projects in the area of a similar size and scope.

Therefore, I am confident that SC Signature Construction is qualified and capable of performing all work described in the contract documents and recommend that the City of New Port Richey award the project to SC Signature Construction.

Sincerely,

RGA DESIGN

RGA ARCHITECTURE

Miles Fischer

Miles Fischer
Manager of Design Operations

Bid Opening: ITB26-018 Exterior
Upgrades to City Hall and Library Project

BID TABULATION DETAIL

10-Apr-26

BID ITEMS		Estimated Quantities	Unit	BHP Windows and Doors	Dauntless Contracting	FSV Construction Company	Quality Plus Reconstruction	SC Signature Construction
Item No.	Description of Items							
1	Mobilization and Demobilization	1	LS	$50,000.00	$159,662.00	$50,000.00	$69,645.25	$25,332.00
2	Removal of Existing Windows and associated materials	67	LS	$115,000.00	$51,900.00	$73,700.00	$26,116.97	$70,350.00
3	Installation of new windows and associated hardware/materials	67	LS	$365,000.00	$239,575.00	$358,450.00	$208,935.75	$311,550.00
4	Mortar joint repair of existing brick masonry (as needed)	500	LF	$10,000.00	$1,575.00	$19,750.00	$34,822.63	$7,500.00
5	Weather seal and Vapor Barrier for Brick Masonry (as needed)	33000 (approx.)	SF	$660,000.00	$105,600.00	$122,100.00	$8,705.65	$87,450.00
6	Allowance for Extra Work Authorized by Owner	1	LS	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
	TOTAL BASE BID			**$1,275,000.00**	**$633,312.00**	**$699,000.00**	**$423,226.25**	**$577,182.00**
N/A	Bid Bond Compliance	N/A	N/A	Provided (5%)	No Bond per site walk	Provided (5%)	Provided (5%)	Provided (5%)
N/A	E-Verify Compliance	N/A	N/A	Form Included	Not Applicable per site walk	Form Included	Form Included	Form Included
	NON-COLLUSION			✓	✓	✓	✓	✓
	PUBLIC ENTITY			✓	✓	✓	✓	✓
	DRUG FREE			✓	✓	✓	✓	✓
	HUMAN TRAFFICKING			✓	X	✓	✓	✓

Bids for ITB26-018 Exterior Upgrades to City Hall and Library Project were received by 2:00 p.m. on Thursday, April 9, 2026. The bid opening took place on April 10, 2026 at 2:00 p.m. in City Hall Council Chambers.