



CITY COUNCIL REGULAR MEETING
CITY OF NEW PORT RICHEY
COUNCIL CHAMBERS, FIRST FLOOR, CITY HALL, 5919 MAIN ST., NEW PORT
RICHEY, FL 34652
June 16, 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. Swearing In of New Firefighter Kody Mounts
5. Swearing In of New Police Officers San Julo King, Mike Fox and Inner Berrios
6. Proclamations
 - a. Parks and Recreation Month
 - b. Richey Suncoast Theatre
7. Approval of Minutes
 - a. [June 2, 2026 Work Session and Regular Meeting Minutes](#)
8. 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.

9. City Council Response to Vox Pop Speakers

10. Consent Agenda

- a. [Purchases/Payments for City Council Approval](#)

11. Public Reading of Ordinances

- a. [First Reading, Ordinance No. 2026-2340: Duke Energy Franchise Agreement Renewal](#)
- b. [First Reading, Ordinance No. 2026-2350 RE: Amendments to Utility Ordinance](#)
- c. [Second Reading, Ordinance No. 2026-2364: Amendments to Chapter 23, Code of Ordinances RE: Transportation Devices](#)

12. Business Items

- a. [Request to Waive Fees for 2025 Cotee River Bikefest](#)
- b. [Request to Enter into an Infrastructure Agreement with NPR Grand 1, LLC RE: Villa del Sol Project](#)
- c. [ITB26-019 Plunge Pool and Dive Pool Resurfacing Bid Rejection](#)
- d. [ITB23-007 Fire Station No. 2 Relocation Project Close-Out](#)

13. Communications

14. 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,** Parks and Recreation is an integral part of communities throughout this country, including the City of New Port Richey; and*

***WHEREAS,** Parks and Recreation promotes health and wellness, and improves the physical and mental health of the community residents; and*

***WHEREAS,** Parks and Recreation promotes time spent in nature, which can positively impact mental health by increasing cognitive performance and well-being, and can alleviate illnesses such as depression, attention deficit disorders and Alzheimer's; and*

***WHEREAS,** Parks and Recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and*

***WHEREAS,** Parks and Recreation programming and educational activities, such as out-of-school programming, youth sports and environmental education are critical to childhood development; and*

***WHEREAS,** Parks and Recreation can increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses and crime reduction; and*

***WHEREAS,** Parks and Recreation is fundamental to the environmental well-being of our community; and*

***WHEREAS,** in 1985, the U.S. House of Representatives designated July as Parks and Recreation Month, and it has been honored as such ever since.*

***NOW THEREFORE,** I, Chopper Davis, Mayor of the City of New Port Richey, do hereby designate the month of July 2026 as*

Parks and Recreation Month

and encourage all residents to enjoy the benefits derived from our Parks and Recreation resources.



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

ATTEST: _____

DATE: _____



Office of the Mayor
City Of New Port Richey

Proclamation

WHEREAS, the Richey Suncoast Theatre has been named the recipient of the 2026 Florida's Sports Coast Legacy Award, one of the highest honors presented during the organization's Annual Tourism Banquet; and

WHEREAS, as Florida's Sports Coast's most prestigious honor, the Legacy Award celebrates those who embody the spirit and story of Pasco County—the places and people visitors remember, return to, and feel connected to year after year; and

WHEREAS, for nearly a century, the Richey Suncoast Theatre has served as a cultural landmark in Downtown New Port Richey, welcoming generations of residents and visitors through live performances, educational programming, community events, and historic preservation efforts; and

WHEREAS, since opening in 1926, the theatre has remained a cornerstone of the community, enriching the visitor experience and helping shape the identity of New Port Richey and Pasco County; and

WHEREAS, the Richey Suncoast Theatre continues to play a vital role in New Port Richey's thriving arts and culture scene, drawing visitors from across the Tampa Bay region while preserving one of the city's most cherished historic assets; and

WHEREAS, as the theatre approaches its centennial anniversary, this recognition stands as a testament to its enduring influence on Pasco County's tourism industry, cultural vitality, and sense of community.

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

Richey Suncoast Theatre

upon being named the 2026 Florida's Sports Coast Legacy Award recipient, and extend our deep appreciation for its century-long contribution to the cultural and historic fabric of our community.



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

ATTEST: _____

DATE: _____



TO: City of New Port Richey City Council

FROM: Judy Meyers, City Clerk

DATE: June 16, 2026

RE: June 2, 2026 Work Session and Regular Meeting Minutes

REQUEST:

The request is for City Council to approve the minutes from the June 2, 2026 work session and regular meeting.

DISCUSSION:

City Council conducted a work session before their regular meeting on June 2, 2026 to discuss updates to the Strategic Plan. City Council then 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 June 2, 2026 work session and regular meeting as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

- [06.02.26 Work Session Minutes.pdf](#)
- [06.02.26 Regular Meeting Minutes.pdf](#)



MINUTES OF THE CITY COUNCIL WORK SESSION
CITY OF NEW PORT RICHEY

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

June 2, 2026

4:00 PM

ORDER OF
BUSINESS

1. Call to Order - Roll Call

The meeting was called to order by Mayor Chopper Davis at 4:00 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 4:02 p.m.

Also in Attendance were City Manager Debbie L. Manns, City Clerk Judy Meyers, Fire Chief Chris Fitch, 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, Assistant Finance Director Heather Saienni, Construction Services Manager Martin Field and Human Resources Director Arnel Wetzel.

2. Discussion Items

a. Strategic Plan Update

City Manager Manns introduced the item to Council. She stated the purpose of the work session was to review updates to the City's Strategic Plan. She began her presentation by providing an overview of the Strategic Plan. She then highlighted the contents of the plan which included the Mission Statement, Vision Statement, Organizational Values and Goals and Strategic Objectives. She then highlighted the strategies that are included in the Plan from Increase Tax Base to Cultivate Human Resources. City Manager Manns then presented each of the goals and action items associated with each of the strategies from Increase Tax Base to Invest in Infrastructure. City Council conducted brief discussions regarding the projects associated with the goals presented. The remaining strategies and action items will be presented at a future work session due to time limits associated with this work session.

3. Communications

None.

4. Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 5:45 p.m.

(signed) _____
Judy Meyers, MMC
City Clerk



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

June 2, 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 Matt Murphy, Councilman Peter Altman and Councilman Bertell Butler IV.

Also in Attendance were City Manager Debbie L. Manns, City Clerk Judy Meyers, Fire Chief Chris Fitch, 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, Assistant Finance Director Heather Saienni, Construction Services Manager Martin Field and Human Resources Director Arnel Wetzel.

2. Pledge of Allegiance

3. Moment of Silence

4. Proclamations

a. Code Enforcement Officers Appreciation Week

5. Approval of Minutes

a. May 19, 2026 Regular Meeting Minutes

Motion made by Matt Murphy, and seconded by Brian Jonas 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:

- Dale Webb, 5647 Kentucky Ave., NPR spoke regarding his concerns over the grant money given for a fence.
- Sharon Purviance, 7038 Grand Blvd., NPR spoke regarding transferring the Main & Bank building to the CRA.
- Judith Allen, 5940 Grand Blvd., NPR spoke regarding her code citations.
- Daisy Thomas, 5703 Tennessee Ave., NPR spoke regarding the Strategic Plan and AI. Dr. Donald Cadle, 6820 River Rd., NPR spoke regarding RFP's from the previous CRA meeting.

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

7. City Council Response to Vox Pop Speakers

Councilman Butler asked for the City Manager to draft a response regarding Mr. Webb's comments, the comments made for 5640 Main St., grant funding, flock cameras and public comment. Councilman Murphy addressed comments made.

8. 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

- Police Pension Board Quarterly Meeting Minutes - February 2026
- Parks and Recreation Advisory Board Minutes - April 2026
- Purchases/Payments for City Council Approval
- Consideration of Amendments to the FY26 Adopted Budget RE: Dollar General Grant

9. Public Reading of Ordinances

- Second Reading, Ordinance No. 2026-2363: Amending Chapter 23, Code of Ordinances RE: Permanent Closure and Establishing Rules for Railroad Square
City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced Police Chief Robert Kochen who then presented the item to Council. He stated the purpose of this agenda item was to conduct a second and final reading of an ordinance to 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 Railroad Square. Chief Kochen then highlighted the changes made from first reading. 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 second and final reading. The Motion Passed. 5 - 0 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Peter Altman, Bertell Butler IV

10. Business Items

- Board Appointment: Raquel Thiebes, Cultural Affairs Committee
City Manager Manns introduced the item to Council. She stated that the purpose of this agenda

item was to approve the appointment of Raquel Thiebes as second alternate member to the Cultural Affairs Committee. If approved, Mrs. Thiebes' term would be for two years and will be up for renewal on June 2, 2028.

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

- Raquel Thiebes, 4725 Sanctuary Drive, NPR came forward to thank Council for the opportunity.

With no one else coming forward 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

- b. Board Appointments: Kathleen Bauer and Michelle Moore, Parks and Recreation Advisory Board
City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to appoint Kathleen Bauer as member and Michelle Moore as first alternate member to the Parks and Recreation Advisory Board. If approved, both of their terms would be for three years and would be up for renewal on June 2, 2029.

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

- Michelle Moore, 5706 Oak Ridge Ave., NPR came forward to state she is looking forward to serving on the board.

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

Motion made by Bertell Butler IV, 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. Board Re-Appointments: Ronald Becker and Joan Nelson Hook, Library Advisory Board
City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the re-appointments of Ronald Becker and Joan Nelson Hook to the Library Advisory Board. If approved, Mr. Becker's term will be for three years and will be up for renewal on June 16, 2029 and Mrs. Hook's term will be for three years and will be up for renewal on June 3, 2029.

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

- Joan Nelson Hook, 7210 Jasmin Dr., NPR came forward to speak regarding Little Libraries.
- Ronald Becker, 6822 Grand Blvd., NPR came forward to speak regarding the library staff.

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

Motion made by Brian Jonas, 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. Request to Waive Fees for 2025 Cotee River Bikefest
Mayor Davis asked for this item to be deferred until the next regular meeting.
- e. New Port Richey Main Street, Inc. Alcoholic Special Event Permit Application Re: City of New Port Richey's Red, White, and Blue Hometown Extravaganza
City Manager Manns introduced Library Director Andi Figart who then presented the item to Council. She stated that the purpose of this agenda item was to review and consider approval of the submitted Alcoholic Beverage Special Event Permit Application submitted by the New Port Richey Main Street, Inc. The request is to sell beer and seltzers at Sims Park during the City of New Port Richey's Red, White, and Blue Hometown Extravaganza on Saturday, June 27, 2026 between the hours of 5:00 pm and 9:30 pm. 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. Request to Enter into an Infrastructure Agreement with NPR Grand 1, LLC RE: Villa del Sol Project
City Manager asked that this item be deferred until the June 16, 2026 regular meeting.
- g. RFP26-026 Property User/Developer - Main and Bank Building
City Manager Manns introduced Economic Development Director Dave Gammon who then presented the item to Council. He stated the purpose of this agenda item was to authorize staff to proceed with the RFP for a property user or developer for the City-owned Main & Bank building. He stated there has been significant interest in either leasing or repurposing the building. He then highlighted the criteria in the RFP.

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

- George Romagnoli, 6235 Florida Ave., NPR spoke regarding his experience with the building while working for the County. He stated the building as is may not be able to be rehabilitated for a myriad of reasons.

With no one else coming forward 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. 4 - 1 Ayes: Chopper Davis, Brian Jonas, Matt Murphy, Bertell Butler IV Nays: Peter Altman

- h. Discussion Regarding Pasco County's Proposed Municipal Service Taxing Unit for Parks, Recreation, and Natural Resources
City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to support the establishment of a Pasco County Municipal Service Taxing Unit (MSTU) for Parks, Recreation, and Natural Resources in lieu of maintaining it within their General Operating Millage. She stated she attended a meeting with the County Administrator last month at which time he indicated that Pasco County would not be pursuing the proposed Law Enforcement MSTU. Additionally, he indicated that there was current interest in establishing a MSTU for parks. She stated a MSTU in Florida is a special taxing district established by a county to fund and provide specific municipal services to a defined area, primarily through ad valorem taxes. MSTU's are authorized

under Section 125.01(1)(q), Florida Statutes, which allows counties to create municipal service taxing or benefit units for any part of the area of the county. She then explained the County's plan and how it would affect the City's millage. She requested some time to review the County's proposed ordinance as well as the loss of property tax revenue related to the legislation passed earlier today and how that could impact the millage moving into our budget season. Councilman Altman suggested moving along with the service area agreement during this next two week period. He then introduced points related to negotiations. City Manager Manns discussed the rescue fee that the County is also proposing.

11. Communications

Councilman Butler thanked Councilman Altman and the City Manager for their work with the County. He spoke regarding the accessory dwelling unit ordinance. He asked Council for where this issue is in their priority. Councilman Altman stated we have been talking about changing our parking requirements for the last eight years. He stated we have to look at setbacks and corner lots regarding ADU's. He stated if we need planning assistance there is funding available. He stated we need a timeframe. Deputy Mayor Jonas stated maybe what we're missing is what is happening in the middle. He stated items are being worked on but there is a lack of communication from staff. He stated we have to be careful what we do with the information we receive that is released to the public so that it is not erroneous. He stated we want things to progress but we need them to progress properly. Councilman Murphy stated he feels the frustration as well. He stated he feels it should have been proposed and passed a while ago. He stated it will be presented to the LDRB and then it will come to us. Mayor Davis stated the most frustration he has when he started on Council was the pace of government. He stated it does go slower than you expect. He stated it is working on it behind the scenes. Mayor Davis stated the touch-a-truck event was phenomenal. He stated the kids fishing tournament was well received. He thanked Rusty Bucket Bait House for their work with the event.

12. Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 7:31 p.m.

(signed) _____
Judy Meyers, MMC
City Clerk



CITY OF NEW PORT RICHEY, FL
 6739 Adams Street New Port Richey, FL
 727-841-4550

Case Number: 008098-2025
Case Type: Minimum Housing
Date Case Established: 05/08/2025
Compliance Deadline: 08/06/2025

Violator: JUDITH ALLEN

Mailing Address

JUDITH ALLEN
 5940 GRAND BLVD
 NEW PORT RICHEY, FL 34652

Notice of Violation for the following location:

Address

Parcel

5940 GRAND BLVD
 NEW PORT RICHEY, FL 34652

0826160030146000070

The above named did violate the following City of New Port Richey Code of Ordinance(s) or City of New Port Richey Land Development Code:

Additional Information

Facts Constituting Probable Cause: Tarp covering on roof in violation of city code. Roofs. Roofs shall be maintained in a safe manner and have no defects which might admit rain or cause dampness in the walls or interior portion of the building. No roof may be tarped for longer than three (3) consecutive months. Tarps must be maintained in good condition and must be completely secured to the structure. For purposes of this provision, a roof tarp that is removed and then reinstated or replaced within three (3) weeks of such removal shall be considered a continuous period of tarping and such removal shall not be construed as extending or interrupting the maximum time a roof may be tarped pursuant to this section.

Necessary Corrective Action to Comply: Obtain proper permits and repair roof.

Violation: Sec. 6-124. - Structural elements.

Compliance Date: 08/06/2025

If not corrected prior to re-inspection a civil penalty, plus administrative fees may be imposed.

Failure to correct the above referenced ordinance violation(s) by the compliance date can result in the issuance of a Notice of Hearing to appear before the City's Special Magistrate and may include fines up to \$250.00 per day plus administrative fees. Fines for repeat offenses may be imposed at \$500.00 per day and in addition may include all costs of repairs, attorney fees, administrative fees or the cost of other corrective actions. Violations that are found to be irreparable or irreplaceable by the Special Magistrate may be fined up to \$5000.00 per violation or as otherwise authorized by the Florida State Statue. Additionally, the city may remove the violation, charge the violator the cost of the same along with the administrative charge, and the amount may be imposed as a lien against the property.

Sincerely,

Christopher Jeffrey



CITY OF NEW PORT RICHEY, FL
 6739 Adams Street New Port Richey, FL
 727-841-4550

Case Number: 011006-2026
Case Type: Residential Maintenance
Date Case Established: 05/21/2026
Compliance Deadline: 06/17/2026

Violator: JUDITH ALLEN

Mailing Address

JUDITH ALLEN
 5940 GRAND BLVD
 NEW PORT RICHEY, FL 34652

Notice of Violation for the following location:

Address	Parcel
5940 GRAND BLVD NEW PORT RICHEY, FL 34652	082616003014600070

The above named did violate the following City of New Port Richey Code of Ordinance(s) or City of New Port Richey Land Development Code:

Additional Information

Facts Constituting Probable Cause: Home in need of residential maintenance. Complaint by Gene Sullivan. Muni Code 6-129 General maintenance. The exterior of every residential occupancy, and each accessory structure located on the lot or parcel on which the residential occupancy is located, shall be maintained in a good state of repair and all surfaces other than roofs shall be kept painted or whitewashed, or otherwise covered with permanently colored siding, for purposes of preservation and good appearance. All exterior surfaces shall be maintained free of broken glass, loose or rotting shingles and clapboards, crumbling stone or brick, peeling, blistering or chalking paint and other conditions reflective of deterioration or inadequate maintenance. Broken glass in any windows shall be promptly replaced with glass provided, however, that temporary coverings of wood shall be permitted to prevent intrusion of the elements pending repair of the broken glass.

Necessary Corrective Action to Comply: Please make repairs to siding and address any wood rot issues. Please repaint structure as the paint is past its life expectancy and failing.

Violation: Sec. 6-129. - Maintenance of residential occupancies.
Corrective Action: Please make repairs to siding and address any wood rot issues. Please repaint structure as the paint is past its life expectancy and failing.
Compliance Date: 06/17/2026

If not corrected prior to re-inspection a civil penalty, plus administrative fees may be imposed.

Failure to correct the above referenced ordinance violation(s) by the compliance date can result in the issuance of a Notice of Hearing to appear before the City's Special Magistrate and may include fines up to \$250.00 per day plus administrative fees. Fines for repeat offenses may be imposed at \$500.00 per day and in addition may include all costs of repairs, attorney fees, administrative fees or the cost of other corrective actions. Violations that are found to be irreparable or irreplaceable by the Special Magistrate may be fined up to \$5000.00 per violation or as otherwise authorized by the Florida State Statute. Additionally, the city may remove the violation, charge the violator the cost of the same along with the administrative charge, and the amount may be imposed as a lien against the property.

Sincerely,

Christopher Jeffrey



CITY OF NEW PORT RICHEY, FL
 6739 Adams Street New Port Richey, FL
 727-841-4550

Case Number: 011004-2026
Case Type: Overgrowth
Date Case Established: 05/21/2026
Compliance Deadline: 06/04/2026

Violator: JUDITH ALLEN

Mailing Address

JUDITH ALLEN
 5940 GRAND BLVD
 NEW PORT RICHEY, FL 34652

Notice of Violation for the following location:

Address	Parcel
5940 GRAND BLVD NEW PORT RICHEY, FL 34652	0826160030146000070

The above named did violate the following City of New Port Richey Code of Ordinance(s) or City of New Port Richey Land Development Code:

Additional Information

Facts Constituting Probable Cause: Lot is becoming overgrown. Complaint by Gene Sullivan. Muni Code 15.00.00 No lot, tract, or parcel of real property, or any portion thereof shall contain or maintain the existence of weeds, grass, undergrowth or other vegetation (other than living trees, shrubs, or other vegetation protected by state or local law), whether living, decaying, or dead, at a height exceeding six (6) inches. Plant materials, especially trees and shrubs, afflicted with decay, disease, insect infestation, or which are otherwise dangerous to other plant material, and plant materials that are not maintained, trimmed, or which evidence signs of neglect.

Necessary Corrective Action to Comply: Please maintain grass, weeds and vines on lot. Please keep lot on a regular maintenance schedule as it is the growing season.

Violation: 15.00.00. - General public nuisances.
Corrective Action: Please maintain grass, weeds and vines on lot. Please keep lot on a regular maintenance schedule as it is the growing season.
Compliance Date: 06/04/2026

If not corrected prior to re-inspection a civil penalty, plus administrative fees may be imposed.

Failure to correct the above referenced ordinance violation(s) by the compliance date can result in the issuance of a Notice of Hearing to appear before the City's Special Magistrate and may include fines up to \$250.00 per day plus administrative fees. Fines for repeat offenses may be imposed at \$500.00 per day and in addition may include all costs of repairs, attorney fees, administrative fees or the cost of other corrective actions. Violations that are found to be irreparable or irreplaceable by the Special Magistrate may be fined up to \$5000.00 per violation or as otherwise authorized by the Florida State Statute. Additionally, the city may remove the violation, charge the violator the cost of the same along with the administrative charge, and the amount may be imposed as a lien against the property.

Sincerely,

Christopher Jeffrey



CITY OF NEW PORT RICHEY, FL
 6739 Adams Street New Port Richey, FL
 727-841-4550

Case Number: 011005-2026
Case Type: Junk & Debris
Date Case Established: 05/21/2026
Compliance Deadline: 06/17/2026

Violator: JUDITH ALLEN

Mailing Address

JUDITH ALLEN 5940 GRAND BLVD NEW PORT RICHEY, FL 34652
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Notice of Violation for the following location:

Address	Parcel
5940 GRAND BLVD NEW PORT RICHEY, FL 34652	0826160030146000070

The above named did violate the following City of New Port Richey Code of Ordinance(s) or City of New Port Richey Land Development Code:

Additional Information

Facts Constituting Probable Cause: Junk and construction debris piled up around home. Complaint by Gene Sullivan. Muni Code 15.00.00 No lot, tract, parcel of real property, yard area, carport, or porch shall be used as a collection or storage area for debris, trash, refuse, garbage, rubbish, junk, broken glass, or furniture; appliances including, without limitation, a refrigerator, stove, washer, dryer, television or other household item; construction materials unless collection is maintained pursuant to a valid construction permit; dead, diseased or hazardous trees, lumber, vegetation, branches or sticks; trash not within an approved receptacle in any structure, building or premises or on any lot, tract or parcel of property; or storage or collection of other public nuisance items, unless otherwise specified and/or permitted in this Code. No motel, hotel or other public lodging establishment shall allow or permit guests, renters or occupants to store, keep or place any items outside any rooming unit in any exterior or open area, or in or around any exterior hallway or walkway. Debris shall mean nonhazardous material generally considered not to be water soluble, including, but not limited to steel, concrete, glass, brick, asphalt, roofing material, vegetative materials, scrap building materials and lumber, and materials of a similar kind or character.

Necessary Corrective Action to Comply: Please store construction materials and storage containers out of site from street view. Ladders, Bricks, Pavers, Tarps, Storage Bins, etc.

Violation: 15.00.00. - General public nuisances.
Corrective Action: Please store construction materials and storage containers out of site from street view. Ladders, Bricks, Pavers, Tarps, Storage Bins, etc.
Compliance Date: 06/17/2026

If not corrected prior to re-inspection a civil penalty, plus administrative fees may be imposed.

Failure to correct the above referenced ordinance violation(s) by the compliance date can result in the issuance of a Notice of Hearing to appear before the City's Special Magistrate and may include fines up to \$250.00 per day plus administrative fees. Fines for repeat offenses may be imposed at \$500.00 per day and in addition may include all costs of repairs, attorney fees, administrative fees or the cost of other corrective actions. Violations that are found to be irreparable or irreplaceable by the Special Magistrate may be fined up to \$5000.00 per violation or as otherwise authorized by the Florida State Statute. Additionally, the city may remove the violation, charge the violator the cost of the same along with the administrative charge, and the amount may be imposed as a lien against the property.

Sincerely,

Christopher Jeffrey



TO: City of New Port Richey City Council

FROM: Crystal Dunn, Finance Department

DATE: June 16, 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 6.16.26.pdf](#)

PURCHASES/PAYMENTS FOR CITY COUNCIL APPROVAL

Qualis General Contractors, LLC Fire Station No. 1 Hardening, Payment #2	\$79,294.70
Qualis General Contractors, LLC Fire Station No. 1 Hardening, Payment #1	\$67,724.02

RECURRING EXPENDITURES OVER \$25,000

Duke Energy Monthly Usage – May 2026	\$103,260.14
Pasco County BOCC 911 Services, July 2026 – Sept. 2026	\$30,436.00
Granicus Government Experience Cloud Yearly Renewal	\$27,989.62



TO: City of New Port Richey City Council
FROM: Colin Eichenmuller, Public Works Department
DATE: June 16, 2026
RE: First Reading, Ordinance No. 2026-2340: Duke Energy Franchise Agreement Renewal

REQUEST:

The request for City Council is to approve the first reading of Ordinance No. 2026-2340.

DISCUSSION:

The Florida Interlocal Cooperation Act of 1969 authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. In addition, the definitions section of the act includes electric and other utility services made available to the public.

As City Council may be aware, the existing 1996 franchise agreement with Duke Energy expires on July 16, 2026, thus requiring that the City and Duke Energy execute a renewal franchise agreement. Subsequent to staff's review of the proposed draft the following changes have been identified when compared to the 1996 agreement that was in place. These changes are:

- The 1996 agreement calls for the agreement between Florida Power Corporation and the City of New Port Richey. The 2026 agreement is between the City and Duke Energy. For clarification Florida Power Corporation was acquired by Carolina Power & Light in 2000, which subsequently rebranded as Progress Energy. Progress Energy was then bought by Duke Energy in 2012.
- *Section 4: Grant of Authority:* The 1996 agreement granted limited, nonexclusive right to provide electric utility services and required separate City approval for telecommunications. The 2026 agreement gives the utility exclusive electric utility rights within the franchise area, as is standard in comparable franchise agreements. Additionally, the 2026 agreement provides for further autonomy to Duke Energy for maintenance of infrastructure within the city's right-of-way. Finally, the agreement adds protections for Withlacoochee River Electric Cooperative to continue serving existing territories after annexation.
- *Section 5: Notice of Acceptance and Term of Franchise:* The 1996 agreement was a thirty (30)-year fixed term, the 2026 agreement is for a fifteen (15) year initial term with two five (5) year successive automatic renewal options.
- *Section 6: Payment to City:* Both agreements maintain a six percent (6%) franchise fee; while the

2026 agreement allows for any disputed amount to be withheld and shall not accrue interest at the agreed-upon ten percent (10%) rate.

- *Section 7: Favored Nations:* The 1996 and the 2026 agreements allow the City to match higher franchise fees paid elsewhere; the 2026 agreement prevents the City from giving competing providers more favorable treatment.
- *Section 8: Grantor Rights:* The 2026 agreement adds new language stating that if there is any conflict between the franchise ordinance and other City ordinances, regulations, or City actions related to rights-of-way access, the franchise agreement will control.
- *Section 9: Work in Right of Way:* The 1996 agreement granted generalized authorization. The 2026 agreement includes restoration standards, thirty (30) day repair obligations, establishes pole abandonment procedures per section 97(2), Florida Statute, project coordination and emergency work exceptions and procedures.
- *Section 10: Indemnification:* The 2026 agreement modernizes language reflects increased costs for liability in accordance with current economic markers. Additionally, the 2026 version narrows that obligation by limiting indemnification specifically to damages caused by the Company's negligence or willful misconduct and expressly excluding any claims arising from the City's own negligence or misconduct.
- *Section 11: Records and Reports:* The 1996 agreement required audits every five (5) years with a five (5) year record retention requirement. The 2026 agreement increases oversight and transparency by increasing the audit requirement to every three (3) years, incorporates Florida Statute 166.234. Additionally, the 2026 agreement requires subcontractor identification.
- *Section 12: Retail Wheeling:* The 2026 agreement adds competitive neutrality protections and updates language to modernize the agreement.
- *Section 14: Governing Law and Venue:* The 2026 agreement simplifies the agreement to state only that the ordinance is governed by Florida law.
- *Section 15: Merger:* The 2026 agreement includes the addition of section 15 which states that the agreement is complete and final, and any prior discussions, promises, negotiations, draft agreements, or verbal statements that are not included in the final ordinance have no legal effect. Thus, protecting both parties from claims based on informal understandings outside the written contract.
- *Section 18: Repealer and Superseding Provision:* This section replaces any existing ordinances between the City of New Port Richey and Duke Energy. Specifically, this would repeal Ordinance 1402 (the 1996 agreement), voiding the agreement.
- *Section 19: Dispute Resolution:* The 2026 agreement formalizes the dispute process, including language identifying dispute resolutions efforts shall be necessary between the parties prior to either party exercising available legal remedies.

CONCLUSION:

The proposed 2026 franchise agreement between New Port Richey and Duke Energy represents a significant modernization of the City's existing 1996 franchise ordinance. The updated agreement reflects current utility industry practices, modern infrastructure management standards, expanded annexation and reporting requirements, and more sophisticated dispute resolution procedures. The agreement retains key financial provisions beneficial to the City, including the continued six percent (6%) franchise fee, audit rights, and the City's general police power authority over public safety and rights-of-way management. The updated ordinance expands Duke Energy's operational protections and legal rights compared to the 1996 agreement. Major changes include exclusive electric utility rights within municipal rights-of-way, expanded protections for existing and future infrastructure, and

stronger competitive protections. Additionally, the 2026 agreement shifts greater administrative responsibility to the City for annexation reporting and utility coordination. Overall, the agreement increases protections for Duke Energy while increasing transparency and accountability with more frequent audit requirements and better construction coordination.

RECOMMENDATION:

Approval of the first reading of ordinance 2026-2340 is recommended.

BUDGET/FISCAL IMPACT:

There is no budget impact.

ATTACHMENTS:

- [ORD 2026-2340 Franchise Renewal Agmt. w-Duke Energy.pdf](#)

ORDINANCE NO. 2026-2340

AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF NEW PORT RICHEY, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Duke Energy Florida, LLC d/b/a Duke Energy (hereinafter “Company” or “Grantee”) is duly licensed and authorized by the Florida Public Service Commission to provide electrical power within the boundaries of the City of New Port Richey;

WHEREAS, Company has the facilities, equipment and ability to provide electrical power to all properties within the boundaries of the City of New Port Richey;

WHEREAS, Company is in need of access to the City’s Rights of Way and easements to provide and maintain the necessary facilities and equipment to provide electrical power to the properties within the City of New Port Richey; and

WHEREAS, the City Council hereby finds that the granting of this franchise for access to the City Rights of Way and easements to the Company is in the best interests of the citizens of the City of New Port Richey and all properties therein.

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

SECTION 1 – Findings

The City of New Port Richey, Florida (“City” or “Grantor”) deems it necessary, desirable and in the interest of its citizens to establish by ordinance a rights of way utilization franchise (sometimes referred to herein as the “Franchise”) granting Duke Energy Florida, LLC d/b/a Duke Energy (“Company” or “Grantee”) permission to occupy the Rights of Way in the City for the purpose of providing electric services.

SECTION 2 - Short Title

This Ordinance shall be known and may be cited as the “Duke Energy Rights of Way Utilization Franchise.”

SECTION 3 – Definitions

For the purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in

the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely permissive.

(A) “Adversely Affected” – For the Company, a loss of one percent (1%) of Base Revenues within the corporate City limits due to Retail Wheeling. For the City, a loss of one percent (1%) of Franchise Fees due to Retail Wheeling.

(B) “Base Revenues” – All of Company’s revenues, net of customer credits, from the retail sale of electricity to residential, commercial and industrial customers, including all charges and minimums billed to said customers, and City sponsored street lighting, all within the corporate limits of the City.

(C) “Electric Energy Provider” – Every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including City herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing Company’s distribution or other facilities. Without limitation of the foregoing, “Electric Energy Provider” shall also include every Electric Utility, electric power marketer or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.

(D) “Electric Utility” – Shall have the meaning set out in Section 366.02(4), *Florida Statutes* (2023), and shall also include every electric “Public Utility” as defined in Section 366.02(8), *Florida Statutes* (2023). “Electric Utility” shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or County.

(E) “Electric Utility System” – An electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include, but not be limited to, electric light, heat, power and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.

(F) “Franchise Area” – That area for which Company provides Electric Utility service within the corporate City limits of the City.

(G) “Franchise Fees” – Shall have the meaning set forth in Section 6 of this Ordinance.

(H) “Facilities” – Conduits, cables, poles, wires, street lighting, supports and such other structures, appurtenances or accessories as may be reasonably necessary for the construction, maintenance and operation of an electric generation, transmission and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service.

(I) “Ordinance” – The ordinance titled and described in the preamble herein and ordained by the City Council of New Port Richey, Florida.

(J) “Person” – Any person, firm, partnership, association, corporation, company or organization of any kind.

(K) “Public Service Commission” – The Florida Public Service Commission.

(L) “Rights of Way” – All of the public streets, alleys, highways, waterways, easements, bridges, sidewalks and parks, and any other public ways or places owned by the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added, consolidated or annexed to the City.

(M) “Retail Wheeling” – A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

SECTION 4 - Grant of Authority

(A) This grant of authority is limited to the provision by Company to have, maintain, or place its Facilities within the Rights of Way for its electric utility services. Accordingly, the City hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present and future limits of the City, provided that all portions of the same shall conform to accepted industry standards, including but not limited to, the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date (as defined in Section 5) of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside “Rights of Way” as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the unrestricted right to place its Facilities within the Rights of Way, the City expressly acknowledges and agrees that Company shall not be required to apply for, obtain, or pay for permits to construct, operate, maintain, or remove its Facilities within the Rights of Way.

(B) Annexation or Contraction. City represents that as of the date of the adoption of this Ordinance, it has provided Company with accurate information for all residential, commercial and industrial customers and City sponsored street lighting that are within the Franchise Area. Company shall be responsible for remitting the Franchise Fee only to service and billing addresses for properties identified as being within the Franchise Area as of the date of this Ordinance. However, City and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If City approves any Franchise Area

expansion or reduction by annexation or contraction, City shall provide written notice to Company's Annexation Coordinator, at the address provided below, within sixty (60) days of such approval, and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, City shall provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, applicable directional and zip codes associated with each street name, all zip codes assigned to geographic areas located entirely within the City (including zip codes assigned to post office boxes), and all post office box number ranges and the city names and zip codes associated therewith. For a range of street address numbers located within City which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even. Subject to the first paragraph, Company shall be responsible for remitting the Franchise Fee only to service and billing addresses identified as being within the Franchise Area contained in a list which includes all the required elements in this subsection.

The lists shall be provided by email; except that if a list is available on another medium, the City shall, upon request, furnish the list on such medium in addition to, or in lieu of, the emailed list. The municipality shall be responsible for updating the lists as changes occur and for furnishing this information to the Company.

All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows, with the address subject to change:

Duke Energy
Tax Team DT02-V
9642 David Taylor Drive
Charlotte NC 28262
And by email to: TaxTeam@duke-energy.com

Company must revise its payments due to any annexation or contraction within a reasonable time after Company has received such notice and updated list from City, but no later than sixty (60) days after receipt of notice and the list. City understands and affirmatively acknowledges that the Company will exclusively rely upon the City to provide timely and accurate information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the City that are impacted by such annexations or contractions. Further, City acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

(C) Use of the Rights of Way. During the term of the Franchise granted herein, Company shall be the sole Electric Utility allowed to use and occupy the Rights of Way for the provision of electric energy service to customers located within the Franchise Area; provided, however, the Company's right to use and occupy Rights of Way for the purposes set forth herein shall be non-exclusive as to entities not engaged in the provision of electric energy service to customers located within the Franchise Area, and the City reserves the right to grant the right to utilize the Rights of Way to any person at any time during the period of this Franchise so long as such grant does not

create an unsafe condition or unreasonably conflict with the rights granted to Company herein. In addition to any other rights and/or remedies Company may have under this Ordinance or at law or in equity, should City permit an Electric Utility other than Company to use and occupy the Rights of Way for the provision of electric energy service, City agrees that Company shall be entitled to injunctive relief.

(D) The Parties acknowledge certain areas in the surrounding unincorporated area of Pasco County which are currently being served by Withlacoochee River Electric Cooperative (“WREC”) may be annexed into the corporate limits of the City. Nothing in this Ordinance is intended nor shall be construed to interfere with or disallow WREC from providing such electrical service within those areas currently being served by WREC pursuant to the authority of the Public Service Commission and Territorial Agreement between WREC and Company or using the Rights of Way for such purpose.

SECTION 5 - Notice of Acceptance and Term of Franchise

(A) This Ordinance shall become effective upon being legally passed and adopted (“Effective Date”) by the City Council of the City; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the City Council and shall signify its acceptance in writing within thirty (30) days after the City Council’s approval of this Ordinance by filing its written acceptance with the City Clerk. If Grantee fails to accept this Franchise within thirty (30) days of its date of passage and adoption, then this Ordinance shall be null and void, and of no force and effect of any kind.

(B) Commencing on the Effective Date, the term of the Franchise granted herein shall be for a period of fifteen (15) years. Thereafter, the Franchise granted by this Ordinance will renew automatically for up to two (2) successive five (5)-year periods, unless either party provides the other with written notice of its intent to forego automatic renewal at least twelve (12) months prior to the date of the automatic renewal.

(C) If the Franchise expires without the parties entering a new franchise agreement, the Company shall continue to pay to the City all Franchise Fees, as provided in this Ordinance, during the period of negotiations for a Franchise renewal, provided the parties are actively engaged in good faith negotiations toward the execution of a new franchise agreement

SECTION 6 - Payment to City

(A) Effective the first day of the second month beginning after the Effective Date of this Ordinance, City shall be entitled to receive from Company a monthly franchise amount that shall equal six percent (6%) of Company’s Base Revenues (the “Franchise Fee”) for the preceding month, which amount shall be the total compensation due City for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder. Any Franchise Fees that shall be paid to the City shall be collected by the Company from Company’s customers in the Franchise Area and paid to the City in the manner described herein. The City expressly acknowledges that

no additional or other amounts shall be due or remitted by Company for the exercise of its rights granted hereunder.

Payment shall be made to City for each month no later than the twentieth (20th) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date shall be subject to interest at the rate of ten percent (10%) per annum.

(B) Only disputed amounts shall be allowed to be withheld by Company, and any such amount shall not accrue any interest during the pendency of any such dispute.

(C) The City acknowledges that all classifications and categories of retail customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

SECTION 7 - Favored Nations

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise to increase the Franchise Fee payable under this Ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly Franchise Fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased franchise fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.

(B) It is the intent and agreement of Grantor and Grantee that should applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights of Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with Grantee without utilizing Grantor's Rights of Way.

(C) In the event applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, and if Grantor imposes a lesser fee, no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor's municipal boundaries, whether utilizing Grantor's Rights of Way or not utilizing Grantor's Rights of Way, Grantee's Franchise Fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero (0), if no fee is charged such other Electric Utility or Electric Energy Provider). In all events, City shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company

under this Ordinance; it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of City shall be given a competitive advantage over Company during the term of this Franchise.

SECTION 8 - Grantor Rights

(A) The right is hereby reserved to the City to adopt such regulations which may pertain to Company as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company, and shall not conflict with or otherwise interfere with the benefits conferred on the Company hereunder. In the event of a conflict between this Ordinance and any other ordinance or regulation adopted by the City or actions (or inactions) of the City relating to Company's rights to perform work in and/or occupancy of the Rights of Way as permitted hereunder, the rights under this Ordinance shall govern and control. In the event of such conflict, the City and Company agree to work together in good faith to address and resolve such conflict; provided, however, that Company shall be permitted to continue to exercise the rights granted herein during the resolution of any conflict pursuant to the dispute resolution procedure set forth in Section 9(C).

SECTION 9 - Work in Rights of Way

(A) The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights of Way of the City related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten, stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the rights and privileges necessary or convenient for the full use including the right to trim, cut, remove and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation or access of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the City an electric system consisting of its Facilities for carrying on the Company's business; provided that, in accomplishing these purposes, the streets of said City shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the City for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder. All poles located within the Rights of Way that have been abandoned by the Company shall be removed within ninety (90) days of the discontinuance of use by Company for the transmission of electricity, unless the same are in joint use with, or have attached facilities abandoned by, another utility. Company shall promptly proceed to seek removal of poles abandoned by Company to address joint users by proceeding in accordance with Section 366.97(2), Florida Statutes, including that the Company will consider the self-help removal provisions therein. It is understood that the responsibility of these activities generally belongs to the joint use owner and that Company is required to allow joint use attachments. Company shall comply with Section 366.97; Florida Statutes related to affected attaching entities of major hardening projects the purpose of which is to replace poles to ensure the poles meet extreme wind loading requirements.

(B) Whenever Company shall cause any opening, excavation, or alteration to be made in any Right of Way in the construction, operation, or maintenance of any of its Facilities, Company shall cause such portions of the Right of Way to be restored to the same condition in which it found them as nearly as reasonably practicable. Additionally, if Company shall fail to restore (or commence to restore) the area to its approximate former condition within a reasonable period of time, but no less than thirty days after written notification by the City, the City may proceed to restore such Right of Way as early as reasonably practicable to its original condition, and the City shall submit a statement of the reasonable costs for this restoration to Company. Company shall pay the City for such reasonable costs within thirty days.

(C) The Parties shall attempt to resolve any dispute under or arising under this Ordinance before resorting to any formal enforcement of this Ordinance through litigation. Should the City and the Company disagree regarding an issue arising from the City's rules, standards, regulations or local ordinances, any damages owed to either Party, and/or any other aspect of the Company's work within the City Rights of Way (hereinafter "Dispute"), all such Disputes shall be made initiated by written notice to the other Party (the "Dispute Engagement Notice"). Promptly after receipt of the Dispute Engagement Notice, both Parties shall discuss the issues, present reasonably requested documentation and attempt to reach a resolution or settlement that is agreeable to both Parties. As part of the Dispute Engagement Notice, the Party initiating the dispute resolution process shall submit a summary of the issues, the requesting Party's position and a summary of the evidence and arguments supporting its position. If the Dispute involves a claim of damages owed, the Dispute Engagement Notice shall contain the nature of the damages sought, the alleged cause of the damage, photographs and/or any supporting documentation related to the alleged cause of the damage, and support for the alleged damages owed, including but not limited to invoices for payments made or work performed. If the Dispute has not been resolved by the Parties within fifteen (15) Business Days after receipt of the Dispute Engagement Notice, or such later date as the Parties may agree in writing to permit all requested facts to be known and presented, the Dispute shall be escalated to the City Manager of the City and the Vice President – Zone Operations or such other executive within the Company who has authority to resolve the Dispute and who are at a higher level of management than the Parties' representatives who were initially attempting to resolve the dispute. If the Dispute cannot be resolved within fifteen (15) Business Days after referral of the Dispute, or such other period agreed to by the Parties in writing, then either Party may pursue any legal rights or remedies available to it under this Ordinance, including litigation in an appropriate court.

(D) The Company shall notify the City of Significant Projects within any City Right of Way to confirm that its designs will not unreasonably interfere with the convenient, safe and continuous use of the public road system and, upon request of the City, will provide construction plans and design specifications to assure compliance with the NESC safety and design guidelines. The Company shall give the City a minimum of two (2) weeks advance notice of such Significant Projects. Significant Projects for the purposes of this section shall mean the installation of new transmission lines, the replacement of facilities spanning one or more blocks in residential areas, or relocation of facilities due to road widening within the City. This is not to be construed to grant or imply authority upon the City to regulate the design, construction or maintenance of Company's electric transmission and distribution facilities. Notice shall not be provided for emergency activities, or for maintenance activities that do not cause any alteration of the Right of Way.

SECTION 10 - Indemnification

(A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify City and hold it harmless from and against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs incurred by the City arising out of the death of or bodily injury to any person, or the destruction of or damage to any property, and caused by the negligence or willful misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its Electric Utility Facilities hereunder. Company shall not be required to indemnify and hold harmless City for any damages, claims, expenses, reasonable attorneys' fees and costs arising out of or resulting from the negligence or willful misconduct of City, its employees, contractors and/or agents. In no event shall Company be liable to City for any consequential, incidental, punitive, exemplary, multiple, or indirect damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise.

(B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring City and Company with regard to all damages set forth in Section 10 (A) in the minimum amounts of:

- (i) \$2,000,000 for bodily injury or death to a person;
\$6,000,000 for bodily injury or death resulting from any one accident;
- (ii) \$1,000,000 for property damage resulting from any one accident; and
- (iii) \$2,000,000 for all other types of liability.

(C) City acknowledges that Company provides its own liability insurance (self-insured).

SECTION 11 - Records and Reports

(A) Company Rules and Regulations. The following documents shall be available to City upon City's reasonable request: copies of rules, regulations, and procedures adopted by Company that relate to Company's use of City's Rights of Way.

(B) Accounting. Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company, as determined by Company.

(C) Reports. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based. The acceptance of any statement or payment shall not prevent the City from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6 (A).

(D) Availability of Records and Reports. Company shall supply information that City or its representatives may from time to time reasonably request relative to the calculation of

Franchise Fees, subject to the Company's obligation to keep certain records confidential. Such records shall, on written request of City, be open for examination and audit by City and City's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of three (3) years.

(E) Audit. City may require an audit of Company's books related to this Ordinance upon prior written notice and during Company's normal business hours not more than once every three (3) year and then only for the preceding three (3) years. Company shall reimburse City's audit costs if the audit identifies errors in Company's Franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of Franchise Fees has occurred due to the Company's error, interest will be calculated and paid to City at the rate of ten percent (10%) per annum. Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit. Subject to the foregoing provisions of this Section 11(D), any audit of the calculation of Franchise Fees shall be completed in accordance with the procedures, rights, conditions, and limitations applicable to the audit of certain public service taxes as set forth in Section 166.234 Florida Statutes, as it exists now and as may be amended from time to time, notwithstanding that such statute governs audits of certain public service taxes rather than franchise fees.

(F) Subcontractors. All subcontractors performing work on behalf of Company within the Rights of Way shall operate appropriately placarded vehicles, clearly displaying the subcontractor's business name. Such subcontractors shall provide, upon the City's written request, their license number and confirm that they are working as a subcontractor of Company. Company shall provide the City with an updated list reasonably identifying all subcontractors performing work within the City limits on a quarterly basis.

(G) Customer Report. In addition to City's obligations in Section 4 (B), within ninety (90) days of the Effective Date of this Ordinance, City shall provide to Company a report in a format acceptable to Company setting forth a list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, and applicable directional and zip codes associated with each street name. City shall annually thereafter provide a report identifying any changes to the address listing provided the previous year. For a range of street address numbers located within City which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even.

SECTION 12 - Retail Wheeling

In the event the appropriate governmental authorities authorize Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this Ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee payments between Company and the City. If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an action in the Circuit Court in Pasco County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail Wheeling.

SECTION 13 - Severability

Should any section or provision of this Ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the

burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the parties shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision, as necessary.

SECTION 14 - Governing Law and Venue

(A) This Ordinance shall be construed and interpreted according to the laws of the State of Florida.

(B) In the event that any legal proceeding is brought to enforce the terms of this Ordinance, the same shall be brought in the appropriate state court in Pasco County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

SECTION 15 – Merger

This Ordinance is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

SECTION 16 – Notices

Except in exigent circumstances, all notices by either City or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested, or by recognized commercial delivery with delivery receipt requested (e.g., FedEx, UPS or DHL). Any such notice shall be deemed to have been given when received by the recipient based on the delivery receipt. All notices shall be addressed as follows:

To City:
City Manager

5919 Main Street
New Port Richey, FL 34652
Phone: (727) 853-1021

To Company:
Duke Energy
Government & Community Relations Dept.
299 1st Avenue North – FL163
St. Petersburg, FL 33701
Phone: (727) 820-5141

SECTION 17 - Non-Waiver Provision

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 18 - Repealer and Superseding Provision

This Ordinance shall supersede, as to the rights, privileges, and obligations between City and Company, all ordinances and parts of ordinances in conflict with the terms of this Ordinance. Ordinance No. 1402 and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this Ordinance and none of the provisions of such repealed Ordinance No. 1402 and any amendments thereto shall have any further force and effect.

SECTION 19 - Dispute Resolution

The parties to this Ordinance agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies they will meet in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

SECTION 20 – 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:

Judy Meyers, MMC, City Clerk

Alfred C. Davis, Mayor

Approved as to form and legality
for the use and reliance of the
City of New Port Richey, Florida, only.

Timothy P. Driscoll, City Attorney

ACCEPTANCE AND ACKNOWLEDGEMENT

Company hereby accepts all of the terms and conditions of this Ordinance and acknowledges the same. This Ordinance shall constitute and be deemed a written agreement between the parties for all legal purposes.

Melissa Seixas, State President
Duke Energy Florida, LLC

Date Executed



TO: City of New Port Richey City Council

FROM: Crystal Dunn, Finance Department

DATE: June 16, 2026

RE: First Reading, Ordinance No. 2026-2350 RE: Amendments to Utility Ordinance

REQUEST:

Staff requests City Council consideration and approval of the proposed ordinance amendments intended to modernize and strengthen the City's utility service regulations. The proposed changes are designed to improve the long-term financial health of the utility, align with industry best practices, enhance collection performance, and deliver better customer service through clearer account administration and a more responsive rate-setting process. Together, these amendments position the delivery of utility services more efficiently while maintaining City Council oversight and public transparency over utility rates and fees.

DISCUSSION:

The proposed ordinance amendments update and streamline the City's utility service regulations across three areas.

The most significant change transitions utility accounts to a property owner-only model, eliminating the current provision that allows tenants to establish utility accounts. This change simplifies account administration, strengthens the City's ability to collect on delinquent accounts, and ensures that responsibility for utility changes remains with the property owner. Existing tenant accounts will transition to owner accounts within one year of the ordinance effective date.

The ordinance also establishes a new rate administration framework under which specific rate schedules and fee amounts will be adopted and amended by City Council resolution rather than by ordinance amendment. This provides greater administrative flexibility for future rate adjustments while maintaining Council oversight and public transparency.

Finally, the ordinance revises the City's utility deposit provision to specify that security deposits will be held in a non-interest-bearing account, consistent with the practice of many Florida local governments and utilities.

RECOMMENDATION:

Motion to approve on first reading an ordinance amending the City's Utility Ordinance to:

1. Owner-only account requirement: Revise utility account application requirements to limit utility service applications to property owners only, eliminating the current provision that allows both property owners and tenants/renters to establish utility accounts.
2. Rate administration by resolution of Council: Establish a framework whereby utility rates and fees remain authorized by ordinance, while the specific rate and fee schedules are adopted and updated by City Council resolution.
3. Deposit interest treatment: Revise the treatment of utility security deposits to specify they will be held in a non-interest-bearing account.

BUDGET/FISCAL IMPACT:

The proposed amendments are expected to have a positive fiscal impact. The owner-only account structure is anticipated to improve collection performance, reduce bad debt, and improve operational efficiency. Transitioning rate and fee schedules to resolution will reduce future administrative costs associated with ordinance amendments.

No additional budget appropriation is required as a result of these ordinance amendments.

ATTACHMENTS:

- [Ordinance No. 2026-2350 RE Amendments to Utility - amended.docx](#)

ORDINANCE NO. 2026-2350

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF ARTICLE II OF CHAPTER 24, OF THE NEW PORT RICHEY CODE OF ORDINANCES; PERTAINING TO UTILITY DEPOSITS, RATES AND CHARGES; PROVIDING FOR PROPERTY OWNER ONLY ACCOUNTS; PROVIDING FOR THE SETTING OF RATES BY RESOLUTION; PROVIDING FOR ELIMINATION OF DEPOSIT INTEREST; PROVIDING FOR TRANSITION FOR ACCOUNTS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City’s administration has reviewed Chapter 24, Utilities, in the City’s Code of Ordinances with the intent to revise outdated sections and practices and strengthen its support for outstanding bond covenants and obligations as it relates to utility billing and collection;

WHEREAS, ensuring all utility services accounts, including water, sewer, reclaimed water, and solid waste, are established in the name of the property owner, and clarifying related procedures for debt collection and payment allocation promotes accountability and supports the efficient and reliable operation of the City’s utility systems;

WHEREAS, the amendments to the utility code are in the best interest of the public health, safety, and general welfare by strengthening the City’s ability to maintain continuous service, recover unpaid charges, and protect the integrity and financial stability of the City’s utility funds;

WHEREAS, implementing these changes through a phased approach provides adequate notice, diminishes any claimed hardship, and satisfies constitutional principles of due process and allows for existing contracts to be performed;

WHEREAS, these regulations are solely intended to govern the administration of utility accounts and the collection of utility charges and do not relate to, limit, or amend land development regulations or the comprehensive plan and are therefore not governed by section 252.422(2)(b), 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. Ratification of Findings. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated as the findings of the City Council and made a part of this Ordinance as if set forth fully herein.

SECTION 2. Amendments to Chapter, 24 – Utilities. The following sections of Chapter 24, Article II, of the Code of Ordinances, pertaining to utility deposits, rates and charges and providing as follows, is hereby amended as follows (strikeout text is deleted and underlined text is added):

Sec. 24-18 – Definitions.

...

Utility Service means water, sewer, ~~and/or~~ reclaimed water, and/or solid waste service provided by the city.

...

Sec. 24-20. - Bulk rates/water; bulk rates/wastewater.

(a) Absent a contract or service agreement specifying an alternative rate structure, any bulk customer who meets the definition of a bulk customer and purchases water from the city and its municipal water system thereof, shall purchase the water at the ~~following~~ rates established by resolution of the city council.

Bulk Water Rate (per 1,000 gallons) (effective October 1, 2020 and thereafter)	
Purchased Water Element:	\$2.5590
Treatment and Transmission Element:	\$2.3052
Combined Bulk Rate	\$4.8642

(b) Any bulk wastewater customer shall pay the ~~following~~ as established by resolution of the city council for the treatment of bulk wastewater, based upon two (2) major elements: an operating element and a development impact fee ("capital recovery") element. Each rate element is ~~shall be~~ further subdivided into a treatment component and a transmission component.

Bulk Wastewater Rate (per 1,000 gallons) (effective October 1, 2020)			
	Treatment	Transmission	Total

Operating Element	\$3.4310	\$0.7250	\$4.1560
Capital Recovery Element	1.34	0.27	1.61
Combined Bulk Rate	4.771	0.995	5.766

(c) The capital recovery element is to be paid only by those bulk wastewater customers which may not be required to pay impact fees prior to connection to the city's wastewater system. Such capital recovery elements shall be accounted for separately and shall be deposited in the water and sewer renewal and replacement fund and shall be expended from that fund only for the purpose of making emergency repairs, extending or oversizing, separating, or constructing new additions to the city's wastewater facilities.

(d) The treatment component is designed to recover such fiscal and/or capital costs associated with the treatment and disposal of bulk wastewater. The transmission component is designed to recover the expenses and costs related to delivering the bulk wastewater from the point of connection to the treatment plant associated with main transmission facilities only (sewer mains, pump stations, etc.) and does not include costs associated with localized collection facilities. The treatment component and the transmission component have been separated in order to provide a mechanism to charge bulk wastewater customers based upon the services required and the applicable impact upon system facilities.

(e) The rates established above shall be adjusted as follows:

(1) Annually, on or before October 1, the city shall adjust its bulk water rates and bulk wastewater rates (not including the purchased water or capital recovery elements) by increasing such charges at a rate of four (4) percent per annum as follows:

- The increases shall be applied to such rates and charges which are in effect immediately prior to the effective date of each such annual increase. The effective date of the adjusted rates and charges shall be October 1 of each year.
- The purpose of such annual rate increases is to provide annual rate adjustments substantially commensurate with the city's historical average escalation of utility operating expenditures and inflation.

(2) The capital recovery elements of the bulk wastewater rate will be adjusted whenever the sewer service development fee is adjusted.

(3) The purchased water element of the bulk water rates shall be adjusted as necessary to reflect the current unitary rate charged by Tampa Bay Water, or such other entity from which the city purchases water.

Sec. 24-21. - Water and wastewater rates—Within the city limits.

(a) *Minimum monthly base charge.* All customers, whether residential or commercial, will be billed and are obligated to pay a minimum monthly base charge for service availability, whether or not consumption has occurred.

(b) *Residential customers.*

(1) *Water rates.* Any person who is a resident of this city and who purchases water from the city and the municipal water system thereof for his or her residential dwelling unit within the city limits shall purchase the water for a rate calculated:

- a. At a monthly base charge determined by the size of each meter or in the case of multifamily customers based upon the number of equivalent units (i.e. actual number of units times eighty (80) percent); and
- b. At a monthly consumptive use charge based upon each one thousand (1,000) gallons of water used during that month as indicated by the meter(s) serving that property; and
- c. At a monthly billing charge.

Said consumptive use charge is a conservation rate designed to encourage lower consumption of water by increasing the costs to higher volumetric water users. The base charge, billing charge and consumptive use charges are set forth by resolution of the city council (in Table 1), which is incorporated herein following [section 24-22](#).

(2) *Wastewater rates.* Any such resident who is receiving sanitary sewerage service from the city and the municipal wastewater system thereof shall purchase the sanitary sewerage services which are being received within the city limits for a rate calculated:

- a. At a monthly base charge determined by the size of each meter or in the case of multifamily customers based upon the number of equivalent units (i.e. actual number of units times eighty (80) percent); and
- b. At a monthly consumptive use charge based upon each one thousand (1,000) gallons of water used during that month as indicated by the meter(s) serving that property; and
- c. At a monthly billing charge.

The base charge, monthly billing charge and consumptive use charges are set forth by resolution of the city council (in Table 2), which is incorporated herein following [section 24-22](#). It is further provided that the maximum monthly consumption charge for residential wastewater use by customers located inside the city limits shall be that amount charged for fifteen thousand (15,000) gallons for

single family and fifteen thousand (15,000) gallons multiplied by the number of units multiplied by eighty (80) percent for each multifamily dwelling unit.

(c) *Commercial and business customers.*

(1) *Water rates.* Any person who operates a commercial or business enterprise in the city, which shall purchase water from the city and the municipal water system thereof, for each such business said person shall purchase the water for use within the city limits for a rate calculated:

- a. At a monthly base charge determined by the size of each meter; and
- b. At a monthly consumptive use charge based upon each one thousand (1,000) gallons of water used during that month as indicated by the meter(s) serving that property; and
- c. At a monthly billing charge.

Said consumptive use charge is a conservation rate designed to encourage lower consumption of water by increasing the costs to higher volumetric water users. The base charge, monthly billing charge and consumptive use charge are set forth by resolution of the city council (in Table 1), which is incorporated herein following [section 24-22](#).

(2) *Wastewater rates.* Each such person who is receiving sanitary sewerage services from the city and the municipal wastewater system thereof shall purchase the sanitary sewerage services within the city limits for a rate calculated:

- a. At a monthly base charge determined by the size of each meter; and
- b. At a monthly consumptive use charge based upon each one thousand (1,000) gallons of water used during that month as indicated by the meter(s) serving that property; and
- c. At a monthly billing charge.

The base charge, monthly billing charge and consumptive use charge are set forth by resolution of the city council (in Table 2), which is incorporated herein following [section 24-22](#).

(d) *Rate adjustments.* The rates established in subsections (a) and (b) above for water and sewerage services shall be adjusted as follows:

(1) For all water and wastewater rates and charges, annually, on or before October 1, the city shall adjust its base charges and consumptive use charges by increasing such charges at a rate of four (4) percent per annum as follows:

The increases shall be applied to such rates and charges which are in effect immediately prior to the effective date of each such annual increase. The effective date of the adjusted rates and charges shall be October 1 of each year.

The purpose of such annual rate increases is to provide annual rate adjustments substantially commensurate with the city's historical average escalation of utility operating expenditures and inflation.

(2) For water rates only, the city shall pass through in its consumptive use charges all increases in costs of water charged by Tampa Bay Water, or such other entity from which the city purchases water, to the city at a cost equal to the amount of the increase, which increase shall be effective immediately.

(e) *Fire suppression, sprinkler system customers.* Any customer, regardless of customer classification, who owns, operates, maintains or receives benefits from a fire suppression, sprinkler system on his/her/its property or premises inside the city limits shall pay an additional water charge at a rate calculated at a monthly base charge determined by the size of each meter. The base charge is set forth in by resolution of the city council (Table 1), ~~which is incorporated herein following [section 24-22](#).~~

Sec. 24-22. - Same—Outside city limits.

(a) *Minimum monthly base charge.* All customers, whether residential or commercial, will be billed and are obligated to pay a minimum monthly base charge for service availability, whether or not consumption has occurred.

(b) *Residential customers.*

(1) *Water rates.* Any person who is a nonresident of this city and who purchases water for his or her dwelling unit outside the city limits from the water system of this city shall purchase the water for a rate calculated:

- a. At a monthly base charge determined by the size of the meter or in the case of multifamily customers based upon each unit; and
- b. At a monthly consumptive use charge based upon each one thousand (1,000) gallons of water used during that month as indicated by the meter serving that property; and
- c. At a monthly billing charge.

Said consumptive use charge is a conservation rate designed to encourage lower consumption of water by increasing the costs to higher volumetric water users. The base charge, monthly billing charge and consumptive use charges are set forth by resolution of the city council (in Table 1), ~~which is incorporated herein following [section 24-22](#).~~

(2) *Wastewater rates.* Any such nonresident who is receiving sanitary sewerage services from the city and the municipal wastewater system thereof shall purchase the sanitary sewerage services which are being received outside of the city limits for a rate calculated:

- a. At a monthly base charge determined by the size of the meter or in the case of multifamily customers based upon the number of units; and
- b. At a monthly billing charge: based upon each ~~{~~One thousand (1,000) gallons of water used during that month as indicated by the meter(s) serving that property; and~~}~~
- c. At a monthly billing charge.

The base charge, monthly billing charge and consumptive use charges are set forth ~~by resolution of the city council (in Table 2), which is incorporated herein by reference and~~ available for public inspection at the city. It is further provided that the maximum monthly consumption charge for residential wastewater use by customers located outside the city limits shall be that amount charged for fifteen thousand (15,000) gallons for single-family and fifteen thousand (15,000) gallons multiplied by the number of units multiplied by eighty (80) percent for each multifamily dwelling unit.

(c) *Commercial and business customers.*

(1) *Water rates.* Any person who operates a commercial or business enterprise outside of this city, who shall purchase water from this city and the municipal water system thereof, for each such business said person shall purchase the water for use outside the city limits for a rate calculated:

- a. At a monthly base charge determined by the size of the meter; and
- b. At a monthly consumptive use charge based upon each one thousand (1,000) gallons of water used during that month as indicated by the meter serving that property; and
- c. At a monthly billing charge.

Said consumptive use charge is a conservation rate designed to encourage lower consumption of water by increasing the cost to higher volumetric water users. The base charge, monthly billing charge and consumptive use charges are set forth by resolution of the city council (in Table 1), which is incorporated herein following [section 24-22](#).

(2) *Wastewater rates.* Every such customer who is receiving sanitary sewerage services from this city and the municipal wastewater system thereof at such business shall purchase the sanitary sewerage services outside the city limits for a rate calculated:

- a. At a monthly base charge determined by the size of the meter; and
- b. At a monthly consumptive use charge based upon each one thousand (1,000) gallons of water used during that month as indicated by the meter serving that property; and

c. At a monthly billing charge.

The base charge, monthly billing charge and consumptive use charges are set forth by resolution of the city council (~~in Table 2~~), which is ~~incorporated herein by reference and~~ available for public inspection at the city.

(d) *Rate adjustments.* The rates established in subsections (a) and (b) above for water and sewerage services shall be adjusted as follows:

(1) For all water and wastewater rates and charges, annually, on or before October 1, the city shall adjust its base charges and consumptive use charges by increasing such charges at a rate of four (4) percent per annum as follows:

The increases shall be applied to such rates and charges which are in effect immediately prior to the effective date of each such annual increase. The effective date of the adjusted rates and charges shall be October 1 of each year.

The purpose of such annual rate increases is to provide annual rate adjustments substantially commensurate with the city's historical average escalation of utility operating expenditures and inflation.

(2) For water rates only, the city shall pass through in its consumptive use charges all increases in costs of water charged by Tampa Bay Water, or such other entity from which the city purchases water, to the city at a cost equal to the amount of the increase, which increase shall be effective immediately.

(e) *Fire suppression, sprinkler system customer.* Any customer, regardless of customer classification, who owns, operates, maintains or receives benefits from a fire suppression, sprinkler system on his/her/its property or premises outside the city limits shall pay an additional water charge at a rate calculated at a monthly base charge determined by the size of the potable water meter. The base charge is set forth by resolution of the city council (~~in Table 1~~), which is ~~incorporated herein following~~ [section 24-22](#).

TABLE 1
Water System Rates

~~Residential Service and Commercial:~~

~~Single-family:~~

		Meter Size (inches)	Inside City	Outside City
(a)	Monthly base charge:			

		Meter Size (inches)	Inside City	Outside City
		5/8	\$ 7.79	\$ 9.73
		1	19.45	24.31
		1½	38.91	48.64
		2	62.23	77.79
		3	124.49	155.61
		4	194.50	243.13
		6	388.99	486.24
(b)	Billing charge:	Per account	\$0.93	\$1.16
(e)	Consumptive use charge/1,000 gallons block:			
	(i) Single family _____ and commercial			
		1	\$2.49	\$3.11
		2	3.19	3.98
		3	4.38	5.47
		4	6.17	7.71

		Meter Size (inches)	Inside City	Outside City
		5	8.86	11.07
	(ii) Potable irrigation	1	4.38	5.47
		2	4.38	5.47
		3	4.38	5.47
		4	6.17	7.71
		5	8.86	11.07

-

Multifamily:

			Inside City	Outside City
(a)	Monthly base charge:			
		Per unit	\$ 6.23	\$ 7.78
(b)	Billing charge:	Per account	0.74	0.93
(c)	Consumptive use charge/1,000 gallons block:			
		1	2.49	3.11
		2	3.19	3.98

			Inside City	Outside City
		3	4.38	5.47
		4	6.17	7.71
		5	8.86	11.07

Sprinkler/fire suppression rates:

All customer classes:

		Meter Size (inches)	Inside City	Outside City
(a)	Monthly base charge:			
		$\frac{5}{8}$	\$ 5.69	\$ 7.08
		1	14.21	17.76
		1½	28.43	35.53
		2	45.47	56.84
		3	90.96	113.69
		4	142.12	177.65
		6	284.23	355.29
		8	454.79	568.47

		Meter Size (inches)	Inside City	Outside City
		10	710.58	888.23

No billing or consumptive use charge for sprinkler/fire suppression services shall be incurred by customers.

Monthly usage limits for block rates

Single-family residential, commercial and potable irrigation:

Meter Size (inches)	Block 1		Block 2		Block 3		Block 4	
	Low	High	Low	High	Low	High	Low	High
5/8	0	5,000	5,001	10,000	10,001	15,000	15,001	20,000
1	0	12,000	12,001	25,000	25,001	37,500	37,501	50,000
1½	0	25,000	25,001	50,000	50,001	75,000	75,001	100,000
2	0	40,000	40,001	80,000	80,001	120,000	120,001	160,000
3	0	80,000	80,001	160,000	160,001	240,000	240,001	320,000
4	0	125,000	125,001	250,000	250,001	375,000	375,001	500,000
6	0	250,000	250,001	500,000	500,001	750,000	750,001	1,000,000
8	0	400,000	400,001	800,000	800,001	1,200,000	1,200,001	1,600,000
10	0	625,000	625,001	1,250,000	1,250,001	1,875,000	1,875,001	2,500,000

Multifamily residential:-

Per Equivalent Unit	0	5,000	5,001	10,000	10,001	15,000	15,001	20,000	20,001	and above ±
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TABLE _____ 2
 Monthly Wastewater Rates

Single-family, residential and commercial:-

		Meter Size (inches)	Inside City	Outside City
(a)	Monthly base charge:			
		$\frac{5}{8}$	\$ 9.95	\$ 12.43
		1	24.87	31.07
		1½	49.72	62.16
		2	79.58	99.47
		3	159.12	198.89
		4	248.66	310.80
		6	497.28	621.59
		8	795.64	997.74
		10	1,243.22	1,554.01

		Meter Size (inches)	Inside City	Outside City
(b)	Billing charge:	Per account	\$0.93	\$1.16
(c)	Consumptive use charge/1,000 gallons (*)	All usage up to 15,000 gallons/month	\$3.98	\$4.97

~~(*) Single-family residential wastewater rates include a maximum billing threshold of 15,000 gallons per month.~~

~~Multifamily residential:~~

			Inside City	Outside City
(a)	Monthly base charge: Per equiv. unit (*)		\$7.96	\$9.95
(b)	Monthly billing charge: Per account		\$0.93	\$1.16
(c)	Consumptive use charge/1,000 gallons (**)	All usage up to 15,000 gallons/month	\$3.98	\$4.97

~~(*) Number of units multiplied by eighty (80) percent.~~

~~(**) Multifamily residential wastewater rates include a maximum billing threshold of fifteen thousand (15,000) gallons per month per equivalent unit (i.e. actual number of units times eighty (80) percent).~~

...

Sec. 24-24. - Security deposits for utility service.

(a) *Amount of deposit required.* All persons who ~~from and after the effective date of the ordinance from which this section was derived~~ request utility service from the city, whether for temporary construction purposes or on a permanent basis, shall at the time of the establishment of their respective utility accounts post the following security deposit with the billing and collection division of the finance department. Governmental agencies will not be required to post a security deposit.

(1) ~~Water and sewer~~ Utility service security deposits. All customers for utility service, except for solid waste, shall post a security deposit in an amount established by resolution of the city council.

a. ~~Multifamily customers using one (1) meter.~~ Multifamily customers for which utility service is measured by reference to a single meter shall post a security deposit equal to ninety dollars (\$90.00) per unit. (Security deposit = Ninety dollars (\$90.00) × number of units utilizing a single meter)

b.

~~Utility customers other than multifamily customers.~~

Size of meter	Deposit
5/8 inch or 3/4 inch (water only)	\$100.00
5/8 inch or 3/4 inch (water only) Renter	175.00
5/8 inch or 3/4 inch (water and sewer)	125.00
5/8 inch or 3/4 inch (water and sewer) renter	200.00
1 inch	250.00
1 1/2 inches	450.00
2 inches	600.00
3 inches	1,000.00
4 inches	3,000.00
6 inches	4,000.00
8 inches	6,000.00

-

(2)

~~Reclaimed water security deposits:~~

Size of meter	Deposit
5/8 inch or 3/4 inch	\$ 0.00
1 inch	45.00

Size of meter	Deposit
1½ inch	135.00
2 inches	225.00
3 inches	550.00
4 inches	1,000.00
6 inches	2,100.00
8 inches	3,800.00

(b) *Refunds.* Security deposits shall be refunded only to property owners less any amount due on the utility account or on any other account for which the customer may be liable in accordance with the terms of this section when the account is closed: provided, however, that the customer shall notify the city of ~~the~~his intent to close the account five (5) working days prior to finalizing the account. After a period of two (2) years of demonstrated consecutive good payment history on a utility account of a customer, the security deposit may be refunded or applied as a credit to existing charges.

If a utility account becomes delinquent and service is disconnected for nonpayment after refund or application of a security deposit, a new security deposit shall be required at the prevailing rate with no provision for refund or credit until the account is closed.

(c) Property owners requesting service at a new address will not be required to pay a new security deposit if the property owner as customer has two (2) years of demonstrated consecutive good payment history.

(d) Property owners having existing water service are not required to post an additional deposit for a potable water or reclaimed irrigation meter at the same location.

(e) All deposits held by the city shall be placed in a non-interest bearing account and the city shall not be responsible for payment to any customer for interest on any deposit held, nor shall the city collect any interest on any deposit held ~~an account bearing interest and said interest shall accrue to the deposit. Said interest shall be applied to the customer's account no less frequently than once per year or when said deposit is refunded.~~

Sec. 24-25. - User of city utility services to contract with city.

(a) Prior to the provision of utility services to a customer, or if an existing customer's account becomes delinquent, the user of the city's services shall enter into a service agreement with the city, and pay the deposit specified in [section 24-24](#) above. The new customer shall be responsible for all charges remaining due from utility services provided to the previous customer for the subject property. All utility service accounts, including water, sewer, reclaimed water, and solid waste accounts, shall be established in the name of the property owner only. No utility services will be provided to new or delinquent customer accounts without an executed contract by the customer. Prior to the customer executing the contract, customer shall offer the city proof in a form acceptable to the city of ownership of the property receiving the service ~~or rental agreement~~. Customer shall provide a social security number or federal tax identification number, and driver's license or proof of identification. It shall be the responsibility of the customer to notify the city of a change in account. Unless the city is otherwise notified of a change of ownership, the prior owner of property shall remain liable for all charges rendered at a serviced property. Nothing contained herein shall prevent the city from providing courtesy notices to a tenant upon proof of a rental agreement provided to the city and payment of an additional administrative fee in an amount established by resolution of the city council. However, the property owner shall remain the customer responsible for all charges rendered at the serviced property.

(b) The service agreement shall include the following:

- (1) The amount of deposit as established in this article, as well as the return policy as established by this chapter.
- (2) The payment policy as established by this chapter as well as any rules and regulations of the city's finance department.
- (3) A requirement that delinquent accounts will require a new security deposit if one is not held by the city at the time of delinquency.
- (4) A requirement that the owner notify the city five (5) working days prior to finalizing his account.
- (5) A requirement that delinquent payments may be collected by the city in court and the city may, upon successful completion of the litigation, collect attorneys' fees and cost.
- (6) Charges for utility services shall be rendered to the utility customer on one bill with all utility services separately itemized thereon.
- (7) Property owners shall provide reasonable access to the city's water meters and equipment at all times.

Sec. 24-26. - Monthly billing for all utility service accounts.

All bills for utility service shall be rendered by the city to each of its customers on a monthly basis. All payments for utility bills shall be applied first to the oldest outstanding portion of any bill, including penalties, fees, and interest, and shall be applied to current balances only after such previous balances have been satisfied.

...

Sec. 24-29. - Disconnection of utility service; reconnection charges; dispute of bill.

(a) The utility service rendered by the city to any customer either within or without the city limits may be turned off or disconnected under the following conditions:

(1) Billing is for services previously rendered. Payment for utility services is due upon billing. Payments are delinquent if not paid within twenty (20) days after billing. Utility service will be disconnected following the procedures set forth below and a penalty will be assessed if payment is not received by the city on or before the delinquent date. All notices shall include the customer's right of appeal as provided in subsection (f).

(2) If any such customer fails to pay any charge within fifteen (15) days after the delinquent date, the city shall send to such person by regular U.S. mail a notice of intent to discontinue service which shall state that the utility charges have not been paid and the account is delinquent and that if the utility charges have not been paid within five (5) days from the date thereof, the service shall be discontinued.

(3) If such delinquent sewer, water and/or reclaimed water charges are not paid within five (5) days from the date of the notice of intent to discontinue service, the sewer service, water service, and/or reclaimed water service shall be turned off, disconnected and discontinued without further notice and such service or services shall not be reconnected or re-established until all delinquent bills and the following charges have been paid:

a. ~~Any person, firm or corporation whose utility account becomes delinquent under the terms of this section shall pay a~~ A ~~monthly service charge five dollars (\$5.00) or five (5) percent of the water, wastewater, and/or reclaimed water charge, whichever is higher, in the amount established by resolution of the city council for each month the account is delinquent.;~~

b. ~~A twenty five dollar re-establishment fee in the amount established by resolution of the city council for utility service when the re-establishment is provided by the city during normal business hours from 8:00 a.m. to 4:00 p.m. during weekdays. A one hundred dollar re-establishment fee for utility and sewage service when the re-establishment is provided by the city on weekends, holidays or before or after normal business hours.;~~

c. A security deposit, the amount of which shall be equal to and determined in accordance with the security deposit rate schedule contained in the resolution established pursuant to subsection 24-24(a)(1) of this article, as amended from time to time, regardless of the customer's prior payment history, shall be posted with the billing and collection division of the finance department prior to connection or reconnection of city water, wastewater and/or reclaimed water services; and

d. For Any person, firm or corporation whose outstanding utility balance exceeds the deposit amount for a period of sixty (60) days, ~~is subject to an~~ increased security deposit in an amount equal to one and one-half (1.5) times the initial deposit amount.

(b) Where a water customer contends that there has been an erroneous bill or charge for water and sewer services due to an alleged malfunction or defect in a water meter associated with such customer's account, the city through the public works department shall test the water meter for accuracy; provided, however, that prior to any such test being made, the customer shall deposit a ~~twelve-dollar~~ meter testing fee in an amount to be established by resolution of the city council with the billing and collection office; provided, further, that if such a defect is found to be in existence by the public works department and, such defect is causing, or has caused, the customer's bill to be higher than it would have been had the water meter been operating properly, the city's finance director may, adjust the bill accordingly and refund the ~~twelve-dollar~~ meter testing fee to the customer.

(c) The ~~finance director~~ city manager or designee may, in the case of a leak or malfunction in water or sewer lines, adjust or reduce a charge to a customer for water or sewer services when the circumstances demonstrate that the charge would be unfair based upon such circumstances that include but are not limited to the following:

(1) The property owner was not or could not have been aware as a reasonably prudent person of the leak or malfunction.

(2) The consumption is more than twice the average consumption of the customer based upon the average use of water or sewer during the year prior to such consumption being incurred.

(3) Under no circumstances shall the ~~finance director~~ city manager or designee reduce the charge to the customer below the minimum charge for water and sewer service as set forth in sections 24-21 and 24-22.

(4) The finance director may waive any late charge imposed for failure to make a water or sewer payment when due provided that it is demonstrated that the failure to pay the charge when due was not the fault of the customer and provided further that the payment is made no later than five (5) days after the waiver.

(d) Violation of any provision of chapter 24, article II shall be enforced as otherwise provided in this code of ordinances for violations thereof. ~~through the city's code~~

~~enforcement board as established by the city's code enforcement ordinance found in the land development code; or through the uniform fine and citation system, established by the city or in conjunction with the county court system or pursuant to subsection (c) below.~~

(e) The city may pursue the collection of any fees, interest, service charges, fines or costs to which it is entitled which remain unpaid for 90 days or more by referring the account to a collection agent which is registered and in good standing pursuant to F.S. ch. 559. The collection fee paid to any collection agent may be added to the balance owed. In addition to the above, the city may collect in the county court or circuit court as appropriate for any delinquent utility charges. The city shall be permitted to recover attorneys' fees and costs in collecting delinquent utility service charges pursuant to this chapter ~~the contract~~.

(f) Any customer who disputes a utility bill pursuant to subsection (a) may appeal to the city council within twenty (20) days of the billing date. If the appeal is made within the twenty-day time period, city council shall, through its city manager, establish a public hearing date and time to hear the customer's appeal. After the public hearing, the city council will give a decision regarding the dispute, and determine whether to discontinue utility services to said customer if said customer is delinquent. If city council determines against the customer, the customer shall pay within five (5) days or have his service disconnected.

...

Sec. 24-32. - Reclaimed water rates and fees.

(a) *Residential customers.* The city hereby establishes a residential flat fee to all single-family three-quarter-inch connections ~~of nine dollars and seventy five cents (\$9.75) per month~~ in an be set by Resolution of the City Council.

(b) *Multifamily and commercial customers.* The fee schedule for reclaimed water for multifamily and commercial customers, and connection fees, shall be set by resolution of the city council.

~~(1) Reclaimed water flat fee structure.~~

Line Size	Monthly Usage Level	Monthly Flat Fee
¾ inch	20,000	\$ 9.75
1 inch	50,000	24.60
1½ inch	150,000	73.80

Line Size	Monthly Usage Level	Monthly Flat Fee
2 inch	250,000	123.00
3 inch	600,000	295.20
4 inch	1,100,000	541.20
6 inch	2,350,000	1,156.20
8 inch	Above	2,066.40

~~(2) *Estimated average monthly flow.* The customer shall present an anticipated monthly flow as certified by an engineer to the city. If the anticipated monthly flow exceeds the monthly usage level as indicated in the above chart the customer shall pay the monthly flat fee for the next higher category. Regardless of the report of the customer's engineer, the city reserves the right to make its own prediction as to anticipated monthly flow and fix the monthly flat rate accordingly. In no event shall the monthly flat rate be less than the rate established for each line size as indicated in the above chart.~~

~~(c) *Reclaimed water service connection fee.* The reclaimed water service connection fee is set at one hundred fifty dollars (\$150.00) for a three-quarter inch service connection. The reclaimed water service connection fee will be reduced to seventy-five dollars (\$75.00) in the case of converting a residential irrigation meter (on the potable water system) to reclaimed water service. For all connections requiring larger than a three-quarter-inch service lateral, the city will charge the customer the actual cost of the connection including labor, material and equipment; however, in no event, shall the connection fee be less than one hundred fifty dollars (\$150.00).~~

~~(c) *Rate adjustments.* For all reclaimed water rates and charges, annually, on or before October 1, the city shall adjust its flat rates by increasing such rates and fees at a rate of four (4) percent per annum as provided in this subsection. follows:~~

~~(1) The increases shall be applied to such rates and fees in effect immediately prior to the effective date of each such annual increase. The effective date of the adjusted rates and fees shall be October 1 of each year, exclusive of the year of adoption of this section.~~

- (2) The purpose of such annual rate increases is to provide annual rate adjustments substantially commensurate with the city's historical average escalation of utility operating expenditures and inflation.

(de) *Installation and cost of metering devices.* The city retains the right to require the installation of metering devices to measure the reclaimed water flow for each individual connection. At such time rates based on actual usage will be established. The cost of the installation of the metering devices shall be paid by the customer as determined by the city.

Sec. 24-33. - Same—Installation/connection charges and payment plan options.

(a) ~~Breakdown of costs:~~

~~¾" residential reclaimed water service and meter installation/connection: \$150.00~~

~~¾" backflow prevention assembly installation/assembly testing: \$150.00~~

~~Backflow prevention assembly repairs (if necessary): \$25.00~~

~~Replacement of backflow prevention assembly (if necessary): \$100.00~~

All residential reclaimed water service installations, reclaimed water meter installations, backflow prevention assembly installations, backflow prevention assembly testing, backflow prevention assembly repairs and backflow prevention assembly replacements will be completed by certified City of New Port Richey Public Works staff. The costs of residential reclaimed water service connection, meter installation, backflow prevention assembly, testing, repairs, and replacement shall be set by resolution of the city council.

(b) *Payment plan options:*

- (1) *One-time payment:* ~~A one-time payment of three hundred dollars (\$300.00) in an amount established by resolution of the city council made at the billing and collections office which will cover the cost of reclaimed water service installation, reclaimed water meter installation and backflow prevention assembly installation and testing.~~

*Note: This does not include the monthly rate for reclaimed water.

- (2) *Monthly payments for one (1) year:* ~~A monthly payment of twenty-five dollars (\$25.00) in an amount established by resolution of the city council made at the billing and collections office which will cover the cost of reclaimed water service installation, reclaimed water meter installation and backflow prevention assembly installation and testing. A twenty-five dollars (\$25.00) This charge will be added to the customer's water bill until the three hundred dollars (\$300.00) total cost is met.~~

*Note: This does not include the monthly rate for reclaimed water. Also note: Upon early termination of the reclaimed water account before payments are made in full, the remaining balance of the connection fee will be due in full before the account can be closed.

(3) *Monthly payments for two (2) years:* A monthly payment of ~~twelve dollars and fifty cents (\$12.50)~~ in an amount established by resolution of the city council made at the billing and collections office which will cover the cost of reclaimed water service installation, reclaimed water meter installation and backflow prevention assembly installation and testing. ~~A twelve dollar and fifty cent (\$12.50)~~ This charge will be added to the customer's water bill until the ~~three hundred dollars (\$300.00)~~ total cost is met.

*Note: This does not include the monthly rate for reclaimed water. Also note: Upon early termination of the reclaimed water account before payments are made in full, the remaining balance of the connection fee will be due in full before the account can be closed.

Sec. 24-34. - Backflow prevention assembly repair/replacement.

If repairs need to be made to a residential backflow prevention assembly a ~~twenty-five dollar (\$25.00)~~ charge in an amount established by resolution of the city council will be added to the customer's water bill. If the backflow prevention assembly needs to be replaced an additional one hundred dollar (\$100.00) charge in an amount established by resolution of the city council will be added to the customer's water bill, however, this charge may be broken into monthly payments of ~~twenty-five dollars (\$25.00)~~ until the ~~one hundred dollars (\$100.00)~~ total cost of replacement is met.

*Note: For further information pertaining to residential backflow assembly testing, repair, replacement and the governing agencies that require these guidelines to be enforced please refer to the City of New Port Richey's Cross-Connection Control Policy.

SECTION 3. Transition. Any existing account established in a tenant(s) name upon the effective date of this Ordinance shall be reestablished in the name of the property owner within one (1) year of the effective date of this Ordinance. Failure to reestablish an account within this time period will be subject to enforcement and penalties as provided by law. Any appeal to this phasing timeframe shall be filed with the city manager within thirty (30) days of the effective date of this Ordinance. The city manager may extend the time for establishment for up to one (1) additional year upon good cause shown. Failure to file an appeal within this timeframe shall be a waiver of any claims or defenses as to reestablishment of the account. Good cause, for purposes of this paragraph shall mean demonstration of pre-existing contract rights which extend beyond the phasing period established by this Ordinance. If not timely filed or good cause is not shown, the appeal shall be denied and there are no further local rights of appeal. Applicants for new customer accounts must complete the appropriate applications and follow the same guidelines as stated in city code section 24-25(a) above.

SECTION 4. Accrued Interest. Any interest accrued on any utility deposit held by the city upon the effective date of this Ordinance shall be applied to the customer's account within ninety (90) after the effective date of this Ordinance or refunded by the city if no balance in the utility account is due.

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

SECTION 7. Effective Date. This Ordinance shall be effective October 1, 2026.

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

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

ATTEST:

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, MMC, City Clerk
(SEAL)

Alfred C. Davis, Mayor – Councilmember

APPROVED AS TO LEGAL FORM AND CONTENT

Timothy P. Driscoll, City Attorney CAA 6-5-26



TO: City of New Port Richey City Council

FROM: Robert Kochen, Police Department

DATE: June 16, 2026

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

REQUEST:

The request before the City Council is to conduct a Second and final reading of an ordinance which provides amendments to 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 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.
- Article IV of the ordinance does not prohibit the use of specific types of Transportation Devices in any city park if those areas are designated for such devices during special events authorized by the city council or city manager from time to time.

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

RECOMMENDATION:

Staff recommends that the City Council conduct a second and final reading of Ordinance No. 2026-2364.

BUDGET/FISCAL IMPACT:

No budget impact.

ATTACHMENTS:

- [ORD 2026-2364 Transportation Devices.pdf](#)

ORDINANCE NO. 2026-2364

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF CHAPTER 23 OF THE NEW PORT RICHEY CODE OF ORDINANCES, PERTAINING TO TRAFFIC AND MOTOR VEHICLES; PROVIDING FOR A NEW ARTICLE IV THEREIN, 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;

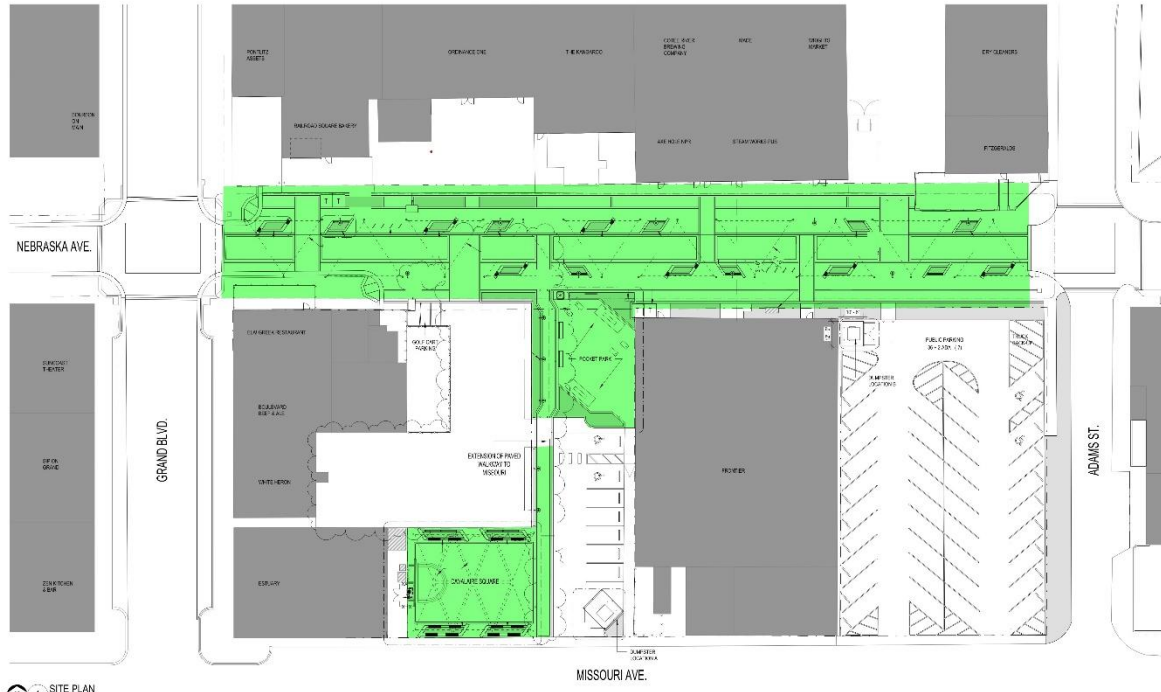
Electric Personal Assistive Mobility Device shall have the meaning provided by Section 316.003 Florida Statutes as amended or renumbered from time to time;

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:



1 SITE PLAN
Nebraska Avenue Micro-mobility Prohibition - Site Plan
May 8, 2026

1.

Transportation Device shall mean any device designed or used for the transportation of humans, including without limitation, golf carts, 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.

(e) This Article shall not prohibit the use of specific types of Transportation Devices in any City Park in areas designated for the use of such specific Transportation Devices for specific special events authorized by the city council or city manager from time to time. Only those specifically identified Transportation Devices within the designated areas during the designated times shall be included in 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 19th 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 16th day of June, 2026.

ATTEST:

By: _____
Judy Meyers, MMC, City Clerk

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

(Seal)

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

Timothy P. Driscoll, City Attorney CCA 5-26-26



TO: City of New Port Richey City Council

FROM: Debbie Manns, City Manager

DATE: June 16, 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:

I recently 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



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



TO: City of New Port Richey City Council

FROM: Debbie Manns, City Manager

DATE: June 16, 2026

RE: Request to Enter into an Infrastructure Agreement with NPR Grand 1, LLC RE:
Villa del Sol Project

REQUEST:

The request is to authorize the City Manager to enter into an Infrastructure Agreement with NPR Grand 1, LLC in relationship to the Villa del Sol project.

DISCUSSION:

The purpose of this agenda item is to request the authority to enter an agreement with NPR Grand 1, LLC with respect to the Villa del Sol Project. Specifically, the request is to allow the City Manager to commit to utilizing city resources to install an eight (8) inch reclaimed water line to the project site within twelve (12) months of the effective date of the agreement. As you might expect, there is a cost associated with the labor and material related to the proposed work. This agenda item relates though exclusively to the use of city resources.

The cost associated with this agenda item will be considered later this evening at a meeting of the Community Redevelopment Agency.

RECOMMENDATION:

The recommendation is to authorize the City Manager to enter into an agreement with NPR Grand 1, LLC with respect to the Villa del Sol project.

BUDGET/FISCAL IMPACT:

The City will be dedicating resources from the Water and Sewer Fund and a request has been submitted to the Community Redevelopment Agency to reimburse the expenditure in the form of a transfer.

ATTACHMENTS:

- [City of New Port Richey Infrastructure Agreement RE Villa del Sol.pdf](#)

Prepared by and after recording
Return to:
Tyler J. Hudson, Esq.
Gardner Brewer Hudson, P.A.
400 N. Ashley Drive, Suite 1100,
Tampa, Florida 33602

CITY OF NEW PORT RICHEY, FLORIDA INFRASTRUCTURE AGREEMENT

THIS INFRASTRUCTURE AGREEMENT (this “Infrastructure Agreement”) is entered into as of this ____ day of _____ 2026 (the “Effective Date”), by and between the **CITY OF NEW PORT RICHEY, FLORIDA**, a Florida municipal corporation (the “City”), and **NPR GRAND 1, LLC**, a Florida limited liability company (the “Developer”).

WITNESSETH

WHEREAS, the Community Redevelopment Agency of the City of New Port Richey, Florida (the “Agency”) and Developer, as Recipient, have entered into that certain City of New Port Richey, Florida Community Redevelopment Agency Commercial Real Estate Redevelopment Grant Agreement for Villa del Sol dated as of _____, 2026 (the “Grant Agreement”), which Grant Agreement is incorporated herein by this reference as if fully set forth herein;

WHEREAS, Developer intends to design, plan, permit, construct, and otherwise cause the development of the Project (as defined in the Grant Agreement) on the Property located at 5637 Marine Parkway, New Port Richey, Pasco County, Florida, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, City and Developer desire to enter into this Infrastructure Agreement to set forth certain limited obligations of City with respect to public infrastructure and related matters in connection with the Project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows.

(1) **RECITALS: INCORPORATION: DEFINED TERMS**. The recitals stated above are true, accurate and correct and are incorporated herein by this reference. Capitalized terms used but not defined in this Development Agreement shall have the meanings set forth in the Grant Agreement.

(2) **TERM**. This Infrastructure Agreement shall be effective upon execution by both parties and shall continue for the same term as the Grant Agreement (including any

extensions in accordance with the Grant Agreement), unless earlier terminated in accordance with this Infrastructure Agreement or applicable law.

(3) **RECLAIMED WATER EXTENSION**. City shall, at City's sole cost and expense, install and complete the extension of a reclaimed water line to the Property sufficient for supplying the reclaimed water needs of the completed project, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Reclaimed Water Extension"), within twelve (12) months of the Effective Date or within 90 days of the date the first building permit is issued to Developer for the Project, whichever is later.

(4) **AMENDMENTS; ADMINISTRATIVE CHANGES**. This Infrastructure Agreement may be amended only by a written instrument executed by City and Developer. Any other attempt at amending, modifying or revising this Infrastructure Agreement shall be null and void and of no force or effect.

(5) **ASSIGNMENT**. Notwithstanding anything to the contrary contained in this Infrastructure Agreement, Developer shall have the right, with the prior consent of the City Manager, to assign all or any portion of Developer's rights and obligations under this Infrastructure Agreement to one or more successors or assigns that acquire all or any portion of Developer's ownership interest in, or development rights with respect to, the Property. Any such assignment shall be effected pursuant to a written assignment and assumption agreement. Upon the effective date of any such assignment and assumption, City shall thereafter be obligated to perform its obligations under this Infrastructure Agreement for the benefit of the applicable assignee(s), and Developer shall be released from all liability under this Infrastructure Agreement only with respect to the obligations so expressly assigned and assumed. For purposes of this Section, and consistent with the assignment provisions of the Grant Agreement, (i) Developer may, with the prior consent of the City Manager, assign all or any portion of its rights and obligations under this Infrastructure Agreement to (a) any apartment developer or townhome developer (or an affiliate of such developer) that is acquiring or has acquired all or a portion of the Property or development rights with respect thereto, and/or (b) any Lender or its designee in connection with the exercise of remedies under any loan documents secured by such rights or the Property; provided that any such assignee under clause (a) shall be a person or entity with demonstrated experience in the development of multifamily residential projects of comparable scope and complexity to the Project and establish the financial ability to complete the Project; and (ii) any assignment to any person or entity shall require the prior written consent of the city manager of the City, which consent shall not be unreasonably withheld, conditioned, or delayed so long as the assignee meets the qualifications herein. Within a reasonable time, upon written request from any assignee or its lender, City shall confirm in writing its recognition of the assigned rights and, if requested, enter into a separate written agreement with such assignee (and its lender, if applicable) on substantially the same terms as set forth herein.

(6) **COLLATERALIZATION OF RIGHTS**. Developer may collaterally assign and pledge its right, title, and interest in Developer's rights under this Infrastructure Agreement,

as security for loans made in connection with the financing, refinancing, or recapitalization of the Project or any portion thereof, in favor of one or more bona fide institutional or commercial lenders (each, a "Lender"). City shall continue to perform its obligations under this Infrastructure Agreement for the benefit of Developer unless and until City receives written notice from a Lender that such Lender has exercised its remedies and succeeded to Developer's rights under this Infrastructure Agreement (whether through foreclosure, deed-in-lieu, assignment in lieu of foreclosure, or similar realization on collateral), together with a written assumption by such Lender (or its designee) of Developer's obligations under this Infrastructure Agreement relating to the assigned rights. Upon receipt of such notices, City shall perform its applicable obligations under this Infrastructure Agreement for the benefit of such Lender (or its designee), and Developer shall remain liable to City only for obligations arising prior to the effective date of such assumption.

(7) **RUNNING WITH THE LAND.** This Infrastructure Agreement shall be binding upon and inure to the benefit of City and Developer and their respective successors and permitted assigns and shall run with the land constituting the Property for the duration of this Infrastructure Agreement upon recording as provided herein.

(8) **RECORDS MANAGEMENT.** To the extent City is required by applicable law to maintain records relating to this Infrastructure Agreement, City shall do so in accordance with applicable public records and records retention requirements. Developer's records obligations, if any, related to Program Funds are governed by the Grant Agreement.

(9) **PUBLIC RECORDS.** To the extent applicable, City is subject to Chapter 119, Florida Statutes. If Developer is acting on behalf of City as a contractor solely for purposes of this Infrastructure Agreement, the parties shall comply with Section 119.0701, Florida Statutes, as applicable; provided, however, Developer's public records obligations related to Program Funds, if any, are governed by the Grant Agreement.

(10) **DEFAULT; NOTICE AND CURE.** A party shall be in default under this Infrastructure Agreement only upon (a) written notice from the non-defaulting party describing the default in reasonable detail and (b) failure to cure within thirty (30) days after receipt of such notice; provided, however, that if such default is not reasonably capable of being cured within such thirty (30)-day period, no default shall be deemed to have occurred so long as the defaulting party commences cure within such period and diligently pursues cure to completion within a reasonable time. In the event of a default, the non-defaulting party may pursue such remedies as are available at law or in equity, including specific performance; provided, however, all remedies are subject to applicable governmental immunities and limitations under Florida law.

(11) **LEGAL AUTHORIZATION.** Each party represents that it possesses the legal authority to execute and deliver this Infrastructure Agreement and to perform its obligations hereunder, and that the undersigned executing this Infrastructure Agreement on behalf of such party is duly authorized to do so.

(12) **REPRESENTATIONS**. Each party represents and warrants to the other that this Infrastructure Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, and other laws affecting creditors' rights and, as to City, sovereign immunity and other limitations under Florida law.

(13) **ESTOPPEL CERTIFICATES**. From time to time, Developer may request that City deliver a written estoppel certificate, for the benefit of Developer and Developer's lenders or counterparties, confirming the then-current status of City's performance of its obligations under this Infrastructure Agreement, including whether any such obligations remain outstanding or have not yet been satisfied, and identifying any known uncured City or Developer defaults. City shall deliver such estoppel certificate within fifteen (15) days after written request by Developer, in such form as Developer may reasonably request.

(14) **LIABILITY; SOVEREIGN IMMUNITY; LIMITED PURPOSE**. Each party shall be responsible for its own negligent acts or omissions and those of its officers, employees, agents, contractors, and consultants, to the extent permitted by law. Nothing herein shall be construed as a waiver of City's sovereign immunity or limits of liability under Section 768.28, Florida Statutes. Notwithstanding the title or any other provision of this Infrastructure Agreement, this Infrastructure Agreement is not, and shall not be construed as, a development agreement subject to Sections 163.3220 through 163.3243, Florida Statutes (the Florida Local Government Development Agreement Act).

(15) **INDEMNIFICATION**. Developer shall indemnify and hold City and its employees, agents, officers and directors harmless from and against any and all claims, demands, causes of action or lawsuits of any kind or character arising directly or indirectly from the operation or performance of this Agreement. Said indemnification includes, but is not limited to, claims, demands, causes of actions, lawsuits for damages or injuries to goods, wares, merchandise and property, and/or for any bodily or personal injury or loss of life in, upon or about the Property and the area immediately surrounding the Property that Developer uses in connection with the performance of this Agreement. Developer shall investigate, handle, provide defense for, and pay for and defend against any such claims, demands, causes of action or lawsuits at its sole expense and shall bear all other costs and expenses related thereto, even if the claim, demand, cause of action or lawsuit is groundless, baseless, false or fraudulent. Notwithstanding the foregoing, Developer's indemnification obligations under this Section shall not extend to any claims, demands, causes of action, or lawsuits to the extent arising from or caused by the fraud, gross negligence, willful misconduct, or intentional misrepresentation of City or its employees, agents, officers, or directors.

(16) **RIGHTS CUMULATIVE**. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to those given by law.

(17) **NOTICES**. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when (a) actually received or (b) signed for or "refused" as indicated on the postal service return receipt. Delivery may be by personal delivery, courier service, overnight courier, certified or registered mail, return

receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they may hereafter specify by written notice delivered in accordance herewith:

City:

CITY OF NEW PORT RICHEY
ATTN: CITY MANAGER
5919 Main Street
New Port Richey, FL 34652

Developer:

NPR GRAND 1, LLC
Attn: Grady Pridgen III
240 4th Street North
St Petersburg, FL 33701

(18) **TIME**. Time is of the essence of this Agreement and of each provision hereof.

(19) **ATTORNEYS' FEES**. City and Developer acknowledge and agree that should either party be required to employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest under this Infrastructure Agreement, or to recover damages for the breach of this Infrastructure Agreement, the non-prevailing party in any action (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable expenses of litigation and attorneys' fees, expended or incurred in connection therewith including appellate fees and court costs, if any.

(20) **PARAGRAPH HEADINGS**. Paragraph headings utilized in this Infrastructure Agreement are for convenience only and shall not be deemed to limit or control the contents of any paragraph of this Infrastructure Agreement.

(21) **GOVERNING LAW AND VENUE**. This Infrastructure Agreement shall be construed according to the laws of the State of Florida. The designated venue for any action or lawsuit pertaining to this Infrastructure Agreement shall be in Pasco County, Florida.

(22) **SEVERABILITY**. If any clause or provision of this Infrastructure Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the effectiveness of this Infrastructure Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Infrastructure Agreement shall not be affected thereby.

(23) **EFFECTIVE DATE**. This Infrastructure Agreement shall become binding upon the parties only after having been signed by the appropriate officer for Developer and the appropriate officer(s) for City.

(24) **ENTIRE AGREEMENT.** This Infrastructure Agreement, together with the Grant Agreement incorporated herein by reference, constitutes the sole and entire understanding between the parties hereto and supersedes all prior representations, agreements and understandings between the parties related to the subject matter hereof, which are merged herein. In the event of any conflict or inconsistency between the terms of this Infrastructure Agreement and the terms of the Grant Agreement, (a) as to Developer's obligations (including Developer's obligations as Recipient under the Grant Agreement), the Grant Agreement shall control, and (b) as to City's obligations, this Infrastructure Agreement shall control.

(25) **ADVICE OF COUNSEL.** Each party acknowledges that it has sought and received, if it so desired, the advice of counsel in connection with the meaning and import of each provision of this Infrastructure Agreement and enters into this Infrastructure Agreement with full understanding hereof.

(26) **WAIVER OF RIGHT TO TRIAL BY JURY.** The parties recognize that this Infrastructure Agreement is a relatively complex business document, that the Infrastructure Agreement is relatively lengthy and technical in nature and may be susceptible to misinterpretation if isolated provisions are the subject of review, and that in the event of any dispute as to the rights and obligations of the parties under this Infrastructure Agreement, a judge, rather than a jury, would be the most efficient and best qualified trier of fact. Accordingly, the parties hereby desire, acknowledge and agree to waive their respective rights to a jury trial with respect to any litigation or other legal proceeding based on this Infrastructure Agreement.

(27) **RECORDING – COVENANT RUNNING WITH LAND.** This Infrastructure Agreement (or a memorandum thereof) shall be recorded in the public records of Pasco County, Florida and shall constitute a covenant running with the land against the Property for the duration hereof.

(28) **JOINT PREPARATION.** The preparation of this Infrastructure Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial

(29) **COUNTERPARTS.** This Infrastructure Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Infrastructure Agreement to be executed by their undersigned officials as duly authorized.

DEVELOPER:
NPR GRAND 1, LLC

WITNESSES:

By: _____
Grady C Pridgen, III, as Manager

Name (printed or typed)

Address of Witness

Name (printed or typed)

Address of Witness

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by Mr. Grady C Pridgen, III on behalf of **NPR GRAND 1, LLC** () who is personally known to me or () who produced a driver's license as identification.

Notary Public-State of Florida
My Commission Expires:

SIGNATURES CONTINUED ON NEXT PAGE

CITY:

Attest/Witness:

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, City Clerk

By: _____
Debbie L. Manns, as City Manager

Witness:

Approved as to Legal form and Substance:

Name, Printed

Timothy P. Driscoll, City Attorney

Witness Addresses: 5919 Main Street
New Port Richey, Florida 34652

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by
Debbie L. Manns, on behalf of **CITY OF NEW PORT RICHEY, FLORIDA** () who is personally
known to me or () who produced a driver’s license as identification.

Notary Public-State of Florida
My Commission Expires:

Exhibit "A"

Legal Description of Property



First American

Exhibit A

ISSUED BY
First American Title Insurance Company

File No: NCS-1135724-NAS

File No.: NCS-1135724-NAS

The Land referred to herein below is situated in the County of Pasco, State of Florida, and is described as follows:

Parcel A:

A portion of Tracts 45, 46, 47 and 48 of TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION of Section 8, Township 26 South, Range 16 East, as shown on plat recorded in Plat Book 1, Pages 68, 69 and 70 of the Public Records of Pasco County, Florida, being further described as follows: commence at the Southwest corner of the Southeast 1/4 of said Section 8; thence run along the South line of said Section 8, South 89° 38' 19" East, a distance of 1318.44 feet to the Southerly extension of the East line of said Tract 48; thence run North 0°02'16" West, a distance of 533.02 feet to the intersection of the Easterly extension of the North boundary of RIDGEWOOD DRIVE with the East boundary of said Tract 48, for a Point of Beginning; thence run North 89°38'19" West, a distance of 1203.48 feet to the intersection of the North line of RIDGEWOOD DRIVE with the Easterly right-of-way line of state road NO. 595, said Easterly right-of-way line being 33 feet Easterly from the centerline of paving as it is now constructed; thence run along the Easterly boundary of said state road NO. 595 North 0°34'27" East, a distance of 464.31 feet; thence continue along said Easterly right-of-way line, a distance of 58.22 feet along the arc of a curve to the right, said curve having a radius of 2,787.43 feet and a chord of 58.22 feet which bears North 1°10'21" East, thence parallel to the South boundary of ridge road (school road) as it is now established, South 89°37'10" East, a distance of 200 feet; thence North 10°40'05" East, a distance of 254.08 feet to the South right-of-way line of said ridge road, said right-of-way line being 10 feet South of the North boundary of said Tact 45; thence along the South right-of-way line of said ridge road, South 89°37'10" East, a distance of 950.09 feet to the East boundary of said Tract 45; thence along the East boundary of said Tracts 45 and 48, South 0°02'16" East, a distance of 772.13 feet to the Point of Beginning.

And including the Southerly 10 feet of that portion of ridge road right -of-way lying adjacent to the above described parcel.

And also including the Northerly 25 feet of that portion of RIDGEWOOD DRIVE right-of-way lying adjacent to the above described parcel.

Less that portion legally described as follows: a portion of Tracts 45 and 47 of TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION of Section 8, Township 26 South, Range 16 East, as shown on plat recorded in Plat Book 1, Pages 68, 69 and 70 of the Public Records, of Pasco County, Florida, being further described as follows: commence at the Southwest corner of the Southeast 1/4 of said Section 8, thence run along the South line of said Section 8, South 89°38'19" East, a distance of 1,318.44 feet to the Southerly extension of the East line of said Tract 48; thence North 0°02'16" West, distance of 1,305.15 feet to the South right-of-way line of ridge road (school road) as it is now established, said right-of-way line being 10 feet South of the North boundary of said Tract 45; thence along the South right-of-way line of said ridge road, North 89°37'10" West, a distance of 689.00 feet for a Point of Beginning; thence South 0°02'16" East, a distance of 368.00 feet; thence North 89°37'10" West, a distance of 172.00 feet; thence North 0°02'16" West, a distance of 368.00 feet, to the South right-of-way line of said ridge road; thence along the South right-of-way of said ridge road, South 89°37'10" East, distance of 172.00 feet to the Point of Beginning.

Less that portion legally described as follows: that portion of Tracts 45 and 48 of TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION of Section 8, Township 26 South, Range 16 East as shown on plat recorded in Plat Book 1, Pages 68, 69 and 70 of the Public Records of Pasco County, Florida, lying within 25.00 feet of the following described centerline: commence at the Southwest corner of the Southeast 1/4 Section 8 and run thence South 89°52'00" East along

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the South boundary of said Section 8, a distance 1,343.45 feet to a point, said point being 25.00 feet East of the Southeast corner of SILVER OAKS HILL SUBDIVISION as shown on plat recorded in Plat Book 8, Page 18 of the Public Records of Pasco County, Florida, for a Point of Beginning; thence North 0°15'32" West parallel to and 25.00 East of the most Eastern boundary of Said Silver Oaks subdivision, 483.02 feet to an intersection with an Easterly extension of the South right-of-way line of RIDGEWOOD DRIVE; thence along a curve to the left which chord bears North 10°26'26" West, a distance of 70.71 feet, Arc equals 71.08 feet and Radius equals 200.00 feet; thence along a curve to the right which chord bears North 10°26'26" West, a distance of 70.71 feet, Arc equals 71.08 feet and Radius equals 200.00 feet to a point on the East boundary of Tract 48 of TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION of said Section 8, thence North 0°15'32" West along said East boundary of said Tract 48, a distance of 403.80 feet; thence along a curve to the left which chord bears North 10°26'26" West, a distance of 70.71 feet, Arc equals 71.08 feet and Radius equals 200.00 feet; thence along a curve to the right which chord bears North 10°26'26" West, a distance of 70.71 feet, arc equals 71.08 and radius equals 200.00 feet to a point which is 25.00 feet West of the East boundary of Tract 45 of said TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION of said Section 8, thence North 0°15'32" West parallel to said East boundary of said Tract 45, a distance of 150.00 feet to a point on the North boundary of said Tract 45, same being the North boundary of the Southwest 1/4 of the Southeast 1/4 of said Section 8 to point of terminus.

Less and except any portion thereof, conveyed to Warren A. Clark and Carol Clark, by virtue of that certain deed, recorded in Official Records Book 1077, Page 1227, of the Public Records of Pasco County, Florida; Being more particularly described as follows:

A portion of Tract 47 of TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION of Section 8, Township 26 South, Range 16 East, as shown on plat thereof as recorded in Plat Book 1, Page 68, 69, and 70 of the Public Records of Pasco County, Florida, being further described as follows: commence at Southwest corner of the Southeast 1/4 of said Section 8; thence run along the South line of said Section 8, South 89° 38' 19" East, a distance of 1318.44 feet to the Southerly extension of the East line of Tract 48 of said Section 8; thence run North 0° 02' 16" West, a distance of 533.02 feet to the intersection of the North right-of-way line of RIDGEWOOD DRIVE as it is now established with the East boundary line of said Tract 48; thence along the North right-of-way line of said RIDGEWOOD DRIVE, North 89° 38' 19" West, a distance of 445.63 feet for a Point of Beginning; thence continue along the North right-of-way line of said RIDGEWOOD DRIVE, North 89° 38' 19" West, a distance of 264.55 feet; thence North 0° 02' 16" West, a distance of 329.37 feet to the Southerly right-of-way line of Sunset boulevard as it is now established; thence along the Southerly right-of-way line of Sunset boulevard, South 89° 37' 10" East, a distance of 264.55 feet; thence South 00° 02' 16" East, a distance of 329.28 feet to the Point of Beginning.

The legal description, to be determined by a survey, is to be provided to the company, by a Florida registered land surveyor; Meeting the minimum standards for all land surveys as set forth in Chapter 472.027, Florida statutes or in Chapter 21 HH 6, Florida Administrative Code.

The company reserves the right to make such additional Schedule B-I, requirements; Schedule B-II, exceptions; And/or to modify the foregoing legal description, as it deems necessary.

Parcel B:

A portion of the North 10.00 feet to Tract 45 of the TAMPA-TARPON SPRINGS SUBDIVISION of Section 8, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 68, 69 and 70 of the public record a of Pasco County, Florida, previously conveyed to the Board of County Commissioners of Pasco County, Florida, by Warranty Deed dated January 20, 1971, said Warranty Deed being recorded in Official Record Book 529, Page 770 of the Public Records of Pasco County, Florida, being further described as follows:

Commence at the Southeast corner of Lot 8, Block 2, C. E. CRAFT'S SUBDIVISION NO. 5, as shown on the plat recorded in Plat Book 2, Page 62 of the Public Records of Pasco County, Florida; thence run along the South boundary line of said Block 2, North 89°48'27" West, a distance of 32.62 feet; thence run South 0°02' 16" East, a distance of 38.73 feet to the North boundary line of said Tract 45, for a Point of Beginning, said Point of Beginning being 50.00 feet West of the Northeast corner of said Tract 45; thence parallel with the East boundary line of said Tract 45, South 0°02'16" East a distance of 10.00 feet; thence parallel with the North boundary line of said Tract 45, North 89°37'10" West, a distance of 807.35 feet to the Southerly extension of the West boundary line of Lot 8, Block 1, of said C.E. CRAFTS SUBDIVISION

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NO. 5; thence North 0°05'27" West, a distance of 10.00 feet to the North boundary line of said Tract 45; thence along the North boundary line of said Tract 45, South 89°37'10" East, a distance of 807.36 feet to the Point of Beginning.

Parcel C:

All of Lots 7, 8, 10, 11 and 14; The South 25 feet of Lots 5 and 6; And the East 50 feet of Lots 9 and 12, all lying in Block 3 of plat of RUSH BROTHERS PALM HAVEN ADDITION TO NEW PORT RICHEY, as recorded in Plat Book 2, Page 11, of the Public Records of Pasco County, Florida, in Section 8, Township 26 South, Range 16 East, Pasco County, Florida.

Parcel D:

Lot 3, Block 1, C.E. CRAFT'S NO. 5; Said lot, block and subdivision being numbered and designated in accordance with the plat of said subdivision as the same appears of record in Plat Book 2 at Page 62 of the Public Records of Pasco County, Florida.

Parcel E:

Lots 1, 2, 4, 5, 6, and 7, Block 1, C.E. CRAFTS SUBDIVISION NO. 5, according to the map or plat thereof as recorded in Plat Book 2, Page 62, of the Public Records of Pasco County, Florida.

A portion of vacated right-of-way filed July 13, 1989, recorded in Book 1823, Page 1328 of Official Records, of the Public Records of Pasco County, Florida.

Parcel F - Vesting 955-1776 (blue):

Lots 8 through 23 inclusive, Block 1; Also Lots 1 through 16 inclusive, Block 2; Also that portion of Aspen street (Magnolia Street) lying between said Blocks 1 and 2, as vacated by the Board of County Commissioners in Official Record Book 166, Pages 227 and 228; All lying in C.E. CRAFT'S SUBDIVISION NO. 5, as shown on plat recorded Plat Book 2, Page 62 of the Public Records of Pasco County, Florida; Also Lots 9, 12 and 13 Block 3, PALM HAVEN ADDITION as shown on plat recorded in Plat Book 2, Page 11 of the Public Records of Pasco County, Florida; Less the East 50.00 feet of said Lots 9 and 12.

And including that portion of vacated school road lying adjacent to the above described parcel as vacated by County Commissioners of Pasco recorded in Book 1009, Page 213 of Official Records, of the Public Records of Pasco County, Florida.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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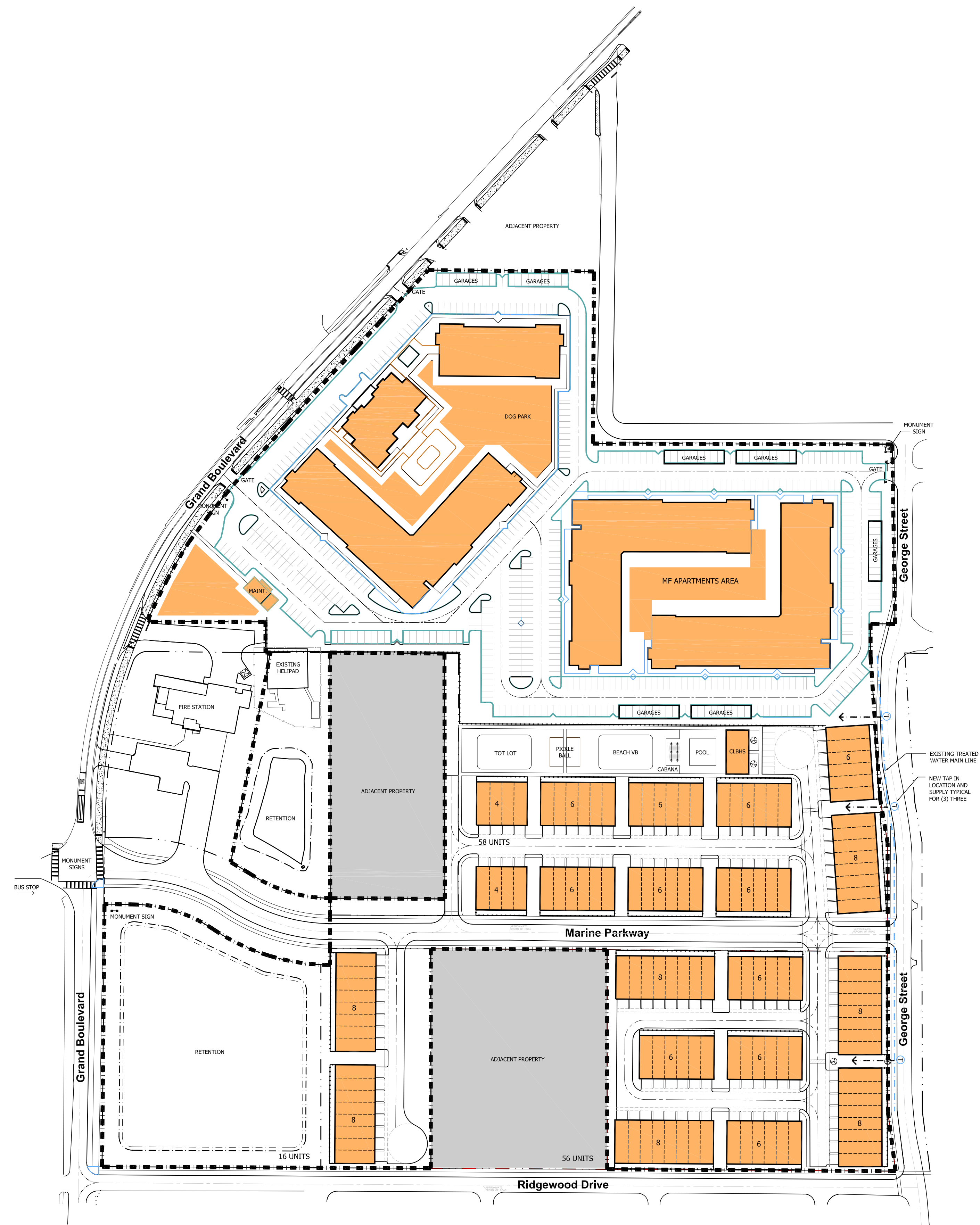
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Form 5030012 (5-16-17)	Page 8 of 18	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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EXHIBIT B

RECLAIMED WATER EXTENSION

[ATTACHED]







TO: City of New Port Richey City Council
FROM: Kevin Trapp, Parks and Recreation Department
DATE: June 16, 2026
RE: ITB26-019 Plunge Pool and Dive Pool Resurfacing Bid Rejection

REQUEST:

Staff requests that City Council reject ITB26-019's sole bid and allow staff to re-bid the ITB.

DISCUSSION:

On April 10, 2026, a competitive sealed bid was opened by the city in the amount not to exceed \$192,383. Staff recommends rejecting the sole bid received and re-advertising the project.

Re-bidding is expected to increase competition, provide additional pricing comparisons, and help ensure the City obtains the best value. Obtaining multiple bids will also allow staff to more thoroughly evaluate contractor qualifications, experience, and project approach before making a recommendation for award.

This project is included in this year's Capital Improvement Program.

RECOMMENDATION:

Rejection of the bid is recommended.

BUDGET/FISCAL IMPACT:

The rejection of the bid does not have a budget/fiscal impact at this time.

ATTACHMENTS:

- [Bid Tabulation.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: ITB26-019 Plunge Pool and Dive Pool Resurfacing

Bids for ITB26-019 Plunge Pool and Dive Pool Resurfacing 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 Parks and Recreation Director Kevin Trapp, Sr. Administrative Assistant Kate Wendt and City Clerk Judy Meyers.

Bids were announced and opened from the following entities:

BIDDERS	BID
AuMiller Pools LLC 2438 Summerfield Rd. Winter Park, FL 32792	\$192,383

The bid opening concluded at 2:01 p.m.



BID ITEM: Plunge Pool and Dive Pool Resurfacing
 BID NUMBER: ITB26-019
 BID OPENING: April 10, 2026 at 2:00 p.m., City Council Chambers
 DEPARTMENT: Recreation & Aquatics

NUMBER OF BIDS: 1

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE	HUMAN TRAFFICKING
AuMiller Pools LLC 2438 Summerfield Rd. Winter Park, FL 32792	\$192,383	✓	✓	✓	✓

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:







TO: City of New Port Richey City Council
FROM: Amanda Grisko, Public Works Department
DATE: June 16, 2026
RE: ITB23-007 Fire Station No. 2 Relocation Project Close-Out

REQUEST:

The request from staff for City Council is to review and consider for approval the attached deductive change order in the amount of (706,017.08) and the final pay request in the amount not to exceed \$203,880.96 submitted by E& L Construction Group Inc. for the project close-out of the Fire Station No. 2 ITB23-007.

DISCUSSION:

As City Council is aware, in 2019 the City contracted with Spring Engineering, Inc. for architectural and engineering design services for the new construction and relocation of the City's Fire Station No. 2 located at 6121 High St. The new site consists of a 1.19-acre parcel located on Grand Boulevard just north of Marine Parkway and south of High St. The construction project involves site preparation and the construction of a 7,876 SF single-story fire station. The station includes two (2) drive-thru bays, office space, a day room, training and exercise rooms, a bunker gear storage room, a commercial-grade kitchen, dorm style bedrooms to accommodate up to six (6) personnel, an OSHA certified decontamination room, and an outdoor private patio.

As City Council is aware, this project was completed 672 days past the project term called out in the project contract between the City and E&L Construction Group Inc. Subsequent to discussions with the contractor, it was determined that of the 672 delay days, 315 delay days were warranted equaling out a total of 357 delay days. As stated in Article 4. Contract Sum, under 4.5, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One thousand five hundred dollars (\$1,500.00) for each calendar day that expires after the time specified in Article 3, paragraph 3.1 for Completion. As a result, the city has elected to assess liquidated damages in the amount of \$535,500.00 which is included in the attached final payment to the contractor.

RECOMMENDATION:

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

BUDGET/FISCAL IMPACT:

Funds for this project are identified and allocated in the City's current Capital Improvement Program as Penny for Pasco Tax Dollars and a State Legislative Appropriation.

ATTACHMENTS:

- [FS #2 Final Pay App #17.pdf](#)

APPLICATION FOR PAYMENT

TO OWNER: THE CITY OF NEW PORT RICHEY
 6132 PINE HILL ROAD
 PORT RICHEY, FL 34668
 DEBBIE MANNIS
 FROM CONTRACTOR: E&L CONSTRUCTION GROUP, INC.
 3040 AIRPARK DRIVE SOUTH
 FLINT, MI 48507
 CONTRACT FOR: NEW FIRE STATION

PROJECT: 23046
 NPR FIRE STATION #2
 5220 GRAND BOULEVARD
 NEW PORT RICHEY, FL 34692
 ARCHITECT: SPRING ENGINEERING
 3014 U.S. HIGHWAY 19
 HOLIDAY, FL 34691

APPLICATION NO. 17
 PERIOD TO: 04/30/2026
 PROJECT #: 23046
 CONTRACT DATE: 07/18/2023

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. ORIGINAL CONTRACT AMOUNT \$4,290,074.00
2. NET CHANGE BY CHANGE ORDERS (\$592,536.92)
3. CONTRACT AMOUNT TO DATE (Line 1 +/- 2) \$3,697,537.08
4. TOTAL COMPLETED AND STORED TO DATE \$3,697,537.08
 (Column G on Continuation Page)
5. RETAINAGE:
 - a. 0.00% of Completed Work \$0.00
 (Columns D + E on Continuation Page)
 - b. 0.00% of Stored Material \$0.00
 (Column F on Continuation Page)
 Total Retainage (Line 5a + 5b or Column I on Continuation Page) \$0.00
6. TOTAL EARNED LESS RETAINAGE \$3,697,537.08
 (Line 4 minus Line 5 Total)
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT \$3,493,656.12
 (Line 6 from prior Application)
8. CURRENT PAYMENT DUE \$203,880.96
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00
 (Line 3 minus Line 6)

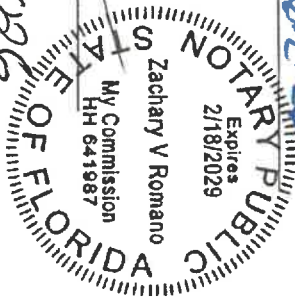
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$129,131.00	(\$15,650.04)
Total approved this month	\$0.00	(\$706,017.08)
TOTALS	\$129,131.00	(\$721,667.92)
NET CHANGES by Change Order	(\$592,536.92)	

APPLICATION FOR PAYMENT

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: E&L CONSTRUCTION GROUP, INC.
 By: Tony Haag, Vice President
 State of: Florida
 County of: Pinellas
 Subscribed and sworn to before me this 2nd day of June, 2026

Notary Public: Zachary Romano
 APPROVED BY OWNER: *[Signature]*
 ARCHITECT'S CERTIFICATION
 Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, and the quality of workmanship and materials completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (2) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.



AMOUNT CERTIFIED \$203,880.96
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Page that are changed to conform to the amount certified.)

ARCHITECT: *[Signature]*
 By: *[Signature]*
 Date: 06.03.2026
 Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

APPLICATION FOR PAYMENT PROJECT: 23046 NPR FIRE STATION #2 APPLICATION NO.: 17
 containing Contractor's signed Certification is attached. PERIOD TO: 05/04/2026
 Use Column I when variable retainage for line items may apply. PROJECT #s: 23046

A ITEM #	B WORK DESCRIPTION	C SCHEDULED VALUE	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % (G/C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	GENERAL CONDITIONS	\$195,781.00	\$158,981.20	\$36,799.80	\$0.00	\$195,781.00	100%	\$0.00	\$0.00
2	POLISHED CONCRETE	\$7,950.00	\$1,000.00	\$6,950.00	\$0.00	\$7,950.00	100%	\$0.00	\$0.00
3	CONCRETE	\$217,855.00	\$215,027.00	\$2,828.00	\$0.00	\$217,855.00	100%	\$0.00	\$0.00
4	MASONRY	\$246,982.00	\$244,962.00	\$2,000.00	\$0.00	\$246,982.00	100%	\$0.00	\$0.00
5	STRUCTURAL STEEL	\$312,540.00	\$312,540.00	\$0.00	\$0.00	\$312,540.00	100%	\$0.00	\$0.00
6	ARCHITECTURAL MILLWORK	\$75,441.00	\$0.00	\$75,441.00	\$0.00	\$75,441.00	100%	\$0.00	\$0.00
7	STUCCO	\$25,065.00	\$25,065.00	\$0.00	\$0.00	\$25,065.00	100%	\$0.00	\$0.00
8	NICHHA PANELS	\$44,277.00	\$42,000.00	\$2,277.00	\$0.00	\$44,277.00	100%	\$0.00	\$0.00
9	ACM	\$78,704.00	\$78,704.00	\$0.00	\$0.00	\$78,704.00	100%	\$0.00	\$0.00
10	TPO ROOFING	\$161,000.00	\$155,800.00	\$5,200.00	\$0.00	\$161,000.00	100%	\$0.00	\$0.00
11	METAL DOORS & FRAMES	\$67,330.00	\$31,254.00	\$36,076.00	\$0.00	\$67,330.00	100%	\$0.00	\$0.00
12	SECTIONAL OVERHEAD DOORS	\$78,320.00	\$76,000.00	\$2,320.00	\$0.00	\$78,320.00	100%	\$0.00	\$0.00
13	STOREFRONT	\$195,125.00	\$192,851.00	\$2,274.00	\$0.00	\$195,125.00	100%	\$0.00	\$0.00
14	DRYWALL	\$181,383.00	\$177,215.00	\$4,168.00	\$0.00	\$181,383.00	100%	\$0.00	\$0.00
15	ACOUSTICAL CEILINGS	\$8,900.00	\$8,900.00	\$0.00	\$0.00	\$8,900.00	100%	\$0.00	\$0.00
16	FLOORING	\$59,897.00	\$20,000.00	\$39,897.00	\$0.00	\$59,897.00	100%	\$0.00	\$0.00
17	PAINTING	\$47,905.00	\$39,000.00	\$8,905.00	\$0.00	\$47,905.00	100%	\$0.00	\$0.00
18	BUILDING SIGNAGE	\$57,668.00	\$24,725.00	\$32,943.00	\$0.00	\$57,668.00	100%	\$0.00	\$0.00
19	TOILET ACCESSORIES & COMP	\$5,462.00	\$5,462.00	\$0.00	\$0.00	\$5,462.00	100%	\$0.00	\$0.00
20	LOCKERS	\$10,632.00	\$9,500.00	\$1,132.00	\$0.00	\$10,632.00	100%	\$0.00	\$0.00
21	FIRE EXTINGUISHERS & KNOX B	\$1,993.00	\$0.00	\$1,993.00	\$0.00	\$1,993.00	100%	\$0.00	\$0.00
22	WINDOW SHADES	\$6,440.00	\$6,440.00	\$0.00	\$0.00	\$6,440.00	100%	\$0.00	\$0.00
23	VISUAL DISPLAY BOARDS	\$669.00	\$0.00	\$669.00	\$0.00	\$669.00	100%	\$0.00	\$0.00
24	APPLIANCES	\$23,839.00	\$0.00	\$23,839.00	\$0.00	\$23,839.00	100%	\$0.00	\$0.00
25	SCREENED PORCH	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	100%	\$0.00	\$0.00
26	CORNER GUARDS	\$552.00	\$0.00	\$552.00	\$0.00	\$552.00	100%	\$0.00	\$0.00
27	MIRRORED WALL	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	100%	\$0.00	\$0.00
28	MOTORIZED CEILING MOUNT P	\$2,258.00	\$0.00	\$2,258.00	\$0.00	\$2,258.00	100%	\$0.00	\$0.00
29	OPEN GRATE FLOORING	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	\$0.00
	SUB-TOTALS	\$2,145,446.00	\$1,844,426.20	\$301,019.80	\$0.00	\$2,145,446.00	100%	\$0.00	\$0.00

CONTINUATION PAGE FOR APPLICATION FOR PAYMENT

CONTINUATION PAGE

APPLICATION FOR PAYMENT PROJECT: 23048 APPLICATION NO.: 17
 containing Contractor's signed Certification is attached. NPR FIRE STATION #2
 Use Column I when variable retainage for line items may apply. PERIOD DATE: 05/04/2026
 PERIOD TO: 04/30/2026
 PROJECT #s: 23048

A ITEM #	B WORK DESCRIPTION	C SCHEDULED VALUE	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
30	EXTRACTOR	\$15,500.00	\$15,500.00	\$0.00	\$0.00	\$15,500.00	100%	\$0.00	\$0.00
31	HOSE REEL	\$200.00	\$0.00	\$200.00	\$0.00	\$200.00	100%	\$0.00	\$0.00
32	TV'S	\$2,880.00	\$0.00	\$2,880.00	\$0.00	\$2,880.00	100%	\$0.00	\$0.00
33	SHOWER CURTAIN RODS	\$260.00	\$0.00	\$260.00	\$0.00	\$260.00	100%	\$0.00	\$0.00
34	FLAG POLE	\$6,004.00	\$6,004.00	\$0.00	\$0.00	\$6,004.00	100%	\$0.00	\$0.00
35	FIRE SUPPRESSION	\$41,876.00	\$39,653.00	\$2,223.00	\$0.00	\$41,876.00	100%	\$0.00	\$0.00
36	PLUMBING	\$286,960.00	\$248,248.00	\$38,712.00	\$0.00	\$286,960.00	100%	\$0.00	\$0.00
37	HVAC	\$316,824.00	\$306,306.00	\$10,518.00	\$0.00	\$316,824.00	100%	\$0.00	\$0.00
38	PURVIS TEAR & GO	\$109,030.00	\$0.00	\$109,030.00	\$0.00	\$109,030.00	100%	\$0.00	\$0.00
39	SITE WORK	\$411,622.00	\$367,000.00	\$44,622.00	\$0.00	\$411,622.00	100%	\$0.00	\$0.00
40	WELL CAP	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	\$0.00
41	CHAIN LINK FENCE	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100%	\$0.00	\$0.00
42	LANDSCAPING & IRRIGATION	\$44,083.00	\$40,000.00	\$4,083.00	\$0.00	\$44,083.00	100%	\$0.00	\$0.00
43	ELECTRIC	\$415,200.00	\$380,270.00	\$34,930.00	\$0.00	\$415,200.00	100%	\$0.00	\$0.00
44	ALTERNATE 1	\$184,128.00	\$178,389.00	\$5,739.00	\$0.00	\$184,128.00	100%	\$0.00	\$0.00
45	ALTERNATE 7	\$16,204.00	\$9,000.00	\$7,204.00	\$0.00	\$16,204.00	100%	\$0.00	\$0.00
46	ALLOWANCE	\$70,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	100%	\$0.00	\$0.00
47	CONTINGENCY	\$96,647.51	\$0.00	\$96,647.51	\$0.00	\$96,647.51	100%	\$0.00	\$0.00
48	FIELD ORDER 2 - EXTENDED GE	\$9,100.00	\$9,100.00	\$0.00	\$0.00	\$9,100.00	100%	\$0.00	\$0.00
49	FIELD ORDER 5 - ACCESS DOO	\$6,510.78	\$2,000.00	\$4,510.78	\$0.00	\$6,510.78	100%	\$0.00	\$0.00
50	FIELD ORDER 3 - WATER MAIN	\$2,848.56	\$2,848.56	\$0.00	\$0.00	\$2,848.56	100%	\$0.00	\$0.00
51	FIELD ORDER 6 - BUNK ROOM D	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100%	\$0.00	\$0.00
52	FIELD ORDER 7 - COUNTER TOP	\$5,281.29	\$0.00	\$5,281.29	\$0.00	\$5,281.29	100%	\$0.00	\$0.00
53	FIELD ORDER 8 - GUTTER EXTE	\$912.00	\$0.00	\$912.00	\$0.00	\$912.00	100%	\$0.00	\$0.00
54	FIELD ORDER 9 - RETRACTABLE	\$7,936.61	\$0.00	\$7,936.61	\$0.00	\$7,936.61	100%	\$0.00	\$0.00
55	FIELD ORDER 10 - RACEWAY S	\$9,872.19	\$0.00	\$9,872.19	\$0.00	\$9,872.19	100%	\$0.00	\$0.00
56	FIELD ORDER 11 - LANDSCAPIN	\$6,044.85	\$0.00	\$6,044.85	\$0.00	\$6,044.85	100%	\$0.00	\$0.00
57	FIELD ORDER 12 - ADDED PREP	\$3,893.10	\$0.00	\$3,893.10	\$0.00	\$3,893.10	100%	\$0.00	\$0.00
58	FIELD ORDER 12A - DOOR HARD	\$2,212.96	\$0.00	\$2,212.96	\$0.00	\$2,212.96	100%	\$0.00	\$0.00
SUB-TOTALS		\$4,227,993.40	\$3,525,044.76	\$702,948.64	\$0.00	\$4,227,993.40	100%	\$0.00	\$0.00

CONTINUATION PAGE FOR APPLICATION FOR PAYMENT

CONTINUATION PAGE

APPLICATION FOR PAYMENT

PROJECT: 23046

APPLICATION NO.: 17

containing Contractor's signed Certification is attached.

NPR FIRE STATION #2

APPLICATION DATE: 05/04/2026

Use Column I when variable retainage for line items may apply.

PERIOD TO: 04/30/2026

A ITEM #	B WORK DESCRIPTION	C SCHEDULED VALUE	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
59	FIELD ORDER 13 - MILLWORK C	\$4,216.55	\$0.00	\$4,216.55	\$0.00	\$4,216.55	100%	\$0.00	\$0.00
60	FIELD ORDER 14 - TRANSFER S	\$3,247.21	\$0.00	\$3,247.21	\$0.00	\$3,247.21	100%	\$0.00	\$0.00
61	FIELD ORDER 15 - GAS LINE RE	\$2,534.60	\$0.00	\$2,534.60	\$0.00	\$2,534.60	100%	\$0.00	\$0.00
62	FIELD ORDER 16 - REPOLISHIN	\$32,941.79	\$0.00	\$32,941.79	\$0.00	\$32,941.79	100%	\$0.00	\$0.00
63	CREDIT FOR EXTRACTOR	(\$15,500.00)	(\$15,500.00)	\$0.00	\$0.00	(\$15,500.00)	100%	\$0.00	\$0.00
64	BOND	\$31,898.00	\$31,898.00	\$0.00	\$0.00	\$31,898.00	100%	\$0.00	\$0.00
65	BUILDERS RISK INSURANCE	\$6,959.00	\$6,959.00	\$0.00	\$0.00	\$6,959.00	100%	\$0.00	\$0.00
66	CHANGE ORDER #1	\$129,131.00	\$129,131.00	\$0.00	\$0.00	\$129,131.00	100%	\$0.00	\$0.00
67	CHANGE ORDER #2	(\$9,846.74)	\$0.00	(\$9,846.74)	\$0.00	(\$9,846.74)	100%	\$0.00	\$0.00
68	CHANGE ORDER #3	(\$3,471.00)	\$0.00	(\$3,471.00)	\$0.00	(\$3,471.00)	100%	\$0.00	\$0.00
69	CHANGE ORDER #4	(\$2,333.10)	\$0.00	(\$2,333.10)	\$0.00	(\$2,333.10)	100%	\$0.00	\$0.00
70	CHANGE ORDER #5	(\$706,017.08)	\$0.00	(\$706,017.08)	\$0.00	(\$706,017.08)	100%	\$0.00	\$0.00
TOTALS		\$3,697,537.08	\$3,677,532.76	\$20,004.32	\$0.00	\$3,697,537.08	100%	\$0.00	\$0.00

CONTINUATION PAGE FOR APPLICATION FOR PAYMENT

SWORN STATEMENT BY CONTRACTOR

Job No. 23046

STATE OF MICHIGAN
 COUNTY OF GENESEE

INVOICE NO. 23046-0-17

TONY HAAG, being duly sworn, deposes and says that s/he makes this affidavit on behalf of E&L CONSTRUCTION GROUP, INC. the original contractor for the construction of the work situated on the following described property viz:

**NEW PORT RICHEY FIRE #2
 NEW PORT RICHEY, FL**

that the following is a statement of the number and names of every sub-contractor and laborer in the employ of said E & L CONSTRUCTION GROUP, INC. in connection with said construction and of every person furnishing materials therefore; that the amounts due to become due of to such sub-contractors, laborers and persons for work done and material furnished as of the date hereof, is correctly and fully set forth opposite their names, respectively, in said statement, to-wit:

NO	NAME	CONTR. AMT.	PAID PREVIOUS	PAY THIS INV.	BALANCE DUE
01	LRE FOUNDATION REPAIR	\$183,232.00	\$183,232.00	\$0.00	\$0.00
03	CERTIFIED SITE CONTRACTORS LLC	\$442,830.54	\$412,951.91	\$0.00	\$29,878.63
04	UNITED STEEL WORKS	\$347,876.67	\$347,876.67	\$0.00	\$0.00
05	LIMA ELECTRICAL CONTRACTING	-\$69,697.86	\$315,118.56	\$0.00	(\$384,816.42)
06	TROPIC KOOL ENGINEERING LLC	\$303,500.00	\$273,150.00	\$0.00	\$30,350.00
07	T & T CUSTOM CABINETS	\$36,088.50	\$24,732.00	\$0.00	\$11,356.50
08	STONWORKS STUCCO AND STONE LL	\$25,800.00	\$23,220.00	\$2,580.00	\$0.00
09	ALL PHASE GLASS AND MIRROR CO	\$215,278.37	\$180,766.18	\$8,893.73	\$25,618.46
11	SOUTHERN FOAM INSULATION	\$8,165.00	\$8,165.00	\$0.00	\$0.00
13	HAWKEYE EXTERIORS INC	\$73,149.57	\$61,973.86	\$11,175.71	\$0.00
16	LUNDMAN GROUP INC	\$119,726.00	\$92,509.02	\$27,216.98	\$0.00
17	MINER CORPORATION	\$78,320.00	\$70,488.00	\$0.00	\$7,832.00
18	BUILDERS FIRSTSOURCE	\$80,140.00	\$75,452.96	\$4,687.04	\$0.00
19	PURVIS SYSTEMS	\$99,303.31	\$0.00	\$99,303.31	\$0.00
21	GEARGRID LLC	\$8,632.00	\$8,632.00	\$0.00	\$0.00
23	PIPER FIRE PROTECTION INC	\$43,832.00	\$43,832.00	\$0.00	\$0.00
26	DUNEDIN FLOORS & GRANITE	\$65,407.40	\$53,540.10	\$11,867.30	\$0.00
29	DAVID PRUITT WELL & PUMP CO	\$18,550.00	\$18,550.00	\$0.00	\$0.00
33	YAGMIN CEIING AND DRYWALL COMP	\$219,956.00	\$129,039.00	\$90,917.00	\$0.00
34	LEGENDS PLUMBING INC.	\$308,400.00	\$258,586.00	\$18,954.00	\$30,860.00
35	T3 CONSTRUCTION INC	\$714,532.58	\$650,096.40	\$0.00	\$64,436.18
36	ABRAMS ACHITECTURAL PRODUCTS	\$91,344.00	\$80,800.00	\$10,544.00	\$0.00
37	PRATTCO ROOFING & SHEET METAL	\$163,363.02	\$177,843.24	\$0.00	(\$14,480.22)
38	ADVANCED TELECOM	\$13,519.00	\$13,519.00	\$0.00	\$0.00
39	SOUTHLAND CONCRETE CREATIONS	\$16,900.00	\$15,210.00	\$1,690.00	\$0.00
40	CAPITAL MAINTENANCE & LANDSCAP	\$58,185.00	\$52,905.00	\$5,280.00	\$0.00
41	HOFFMAN & HOFFMAN INC	\$12,155.20	\$12,155.20	\$0.00	\$0.00
42	GANEM MILAN ENTERPRISES	\$0.00	\$0.00	\$0.00	\$0.00
43	E2E CLEANING SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
45	CPC CONCRETE LLC	\$42,242.50	\$0.00	\$42,242.50	\$0.00

NO	NAME	CONTR. AMT.	PAID PREVIOUS	PAY THIS INV.	BALANCE DUE
46	RESTAURANT SUPPLY LLC	\$3,738.56	\$0.00	\$0.00	\$3,738.56
47	COMMERCIAL RESIDENTAL ALUMINUM	\$34,650.00	\$31,185.00	\$3,465.00	\$0.00
48	BARBER & ASSOCIATES INC	\$41,908.87	\$24,500.00	\$13,996.98	\$3,411.89
49	TBS CONSTRUCTION SPECIALTIES I	\$6,796.00	\$6,796.00	\$0.00	\$0.00
50	KOKKINIDIS ELECTRIC LLC	\$115,460.08	\$25,984.36	\$88,155.77	\$1,319.95
51	KEELER FENCE	\$5,936.46	\$5,936.46	\$0.00	\$0.00
52	AT YOUR SERVICE CONTRACTING	\$6,288.25	\$1,451.25	\$4,837.00	\$0.00
53	ALLEN MASONRY & GENERAL CONTRA	-\$88,261.50	\$65,538.00	\$0.00	(\$153,799.50)
54	ALPHA-OMEGA COMMUNICATIONS LLC	\$22,106.00	\$0.00	\$22,106.00	\$0.00
55	HOME PRIDE CABINETS INC	\$31,665.00	\$23,490.00	\$5,008.50	\$3,166.50
56	AXIOS PAINTING	\$14,975.00	\$0.00	\$14,975.00	\$0.00
57	A5 ELECTROSTATIC, LLC	\$4,900.00	\$0.00	\$4,900.00	\$0.00
	E&L CONSTRUCTION GROUP, INC.	\$482,660.64	-\$97,415.74	(\$288,914.86)	\$868,991.24
	TOTALS	\$4,403,554.16	\$3,671,809.43	\$203,880.96	\$527,863.77

Deponent further says that E & L Construction Group, Inc. has not employed or procured material from or sub-contracted with, any person or persons other than those above mentioned and owes no moneys for labor upon material for the construction of said work other than the sums above set forth.

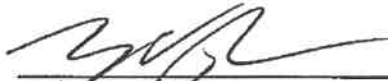
Subscribed and sworn to before me, this

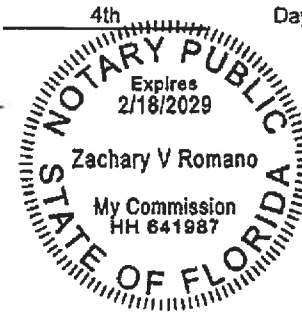
4th

Day of

May

2026


 Zachary Romano, Notary Public
 State of Florida, County of Pinellas
 Acting in Pinellas County
 My Commission Expires: 02/18/2029



BY:


 TONY HAAG, PROJECT MANAGER



AIA[®]

Document G701[®] – 2017

Change Order

PROJECT: *(Name and address)*
NPR Fire Station #2
5220 Grand Boulevard
New Port Richey, FL 34652

CONTRACT INFORMATION:
Contract For: E&L Job #23046
Date: July 18, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 005
Date: April 30, 2026

OWNER: *(Name and address)*
The City of New Port Richey
5119 Main Street
New Port Richey, FL 34652

ARCHITECT: *(Name and address)*
Spring Engineering
3014 U.S. Hwy 19
Holiday, FL 34691

CONTRACTOR: *(Name and address)*
E&L Construction Group, Inc.
3040 Airpark Drive South
Flint, MI 48507

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Final Credits including 357 days of liquidated damages and balance of unused contingency.

1. (357) Days of liquidated damages @ \$1,500.00/day = \$535,500.00
 2. \$75,000.00 Paint Credit for future applications
 3. Final Contingency Balance \$95,517.08
- Total Negotiated Credit \$706,017.08

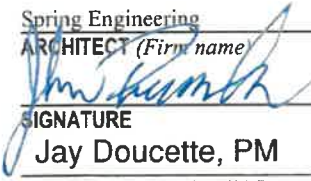
The original Contract Sum was	\$ 4,290,074.00
The net change by previously authorized Change Orders	\$ 113,480.16
The Contract Sum prior to this Change Order was	\$ 4,403,554.16
The Contract Sum will be decreased by this Change Order in the amount of	\$ 706,017.08
The new Contract Sum including this Change Order will be	\$ 3,697,537.08

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Spring Engineering

ARCHITECT *(Firm name)*


SIGNATURE
 Jay Doucette, PM

PRINTED NAME AND TITLE
 May 13, 2026

DATE

E&L Construction Group, Inc.

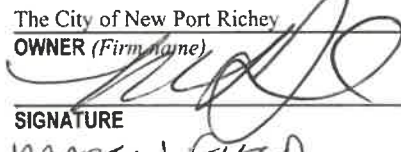
CONTRACTOR *(Firm name)*


SIGNATURE
 Tony Haag, Vice President, FL Division

PRINTED NAME AND TITLE
 April 30, 2026

DATE

The City of New Port Richey

OWNER *(Firm name)*


SIGNATURE
 MARTIN FIELD

PRINTED NAME AND TITLE
 6-4-2026

DATE