



City of Tarpon Springs, Florida

Board of Commissioners
324 East Pine Street
Tarpon Spring, Florida 34689
(727) 938-3711

<http://www.ctsfl.us/agenda.htm>

REGULAR SESSION AGENDA TUESDAY, OCTOBER 28, 2025 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE (5 Minutes)

PROCLAMATION (5 Minutes)

1. OXI Day (Mayor John Koulianos)

PUBLIC COMMENTS (15 Minutes)

CONSENT AGENDA (5 Minutes)

2. Attorney Fee: Johnson Jackson PLLC Invoice 15671 (Charles Rudd City Manager)
3. Special Event: The Longest Table (Chris Cotta Public Works Director)
4. Satisfaction/Release of Liens (Irene Jacobs City Clerk)
5. Award File No. 260038-C-PH, Purchase of Mach Alert FSA System (Scott Young Fire Chief, Janina Lewis Procurement Services Director)
6. Award File No. 260007-N-AS, YSI Instrumentation, Parts, and Service (Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Andrew Jones Chief Wastewater Plant Operator)
7. Increase File No. 250056-C-AS, Temporary Office Trailer Lease (Chris Cotta Public Works Director, Brandon Crum, Facilities Management Superintendent, Janina Lewis Procurement Services Director)
8. Award File No. 260011-C-PH, Custodial Supplies and Equipment (Chris Cotta Public Works Director, Brandon Crum Facility Management Superintendent, Janina Lewis Procurement Services Director)
9. Increase File No. 250189-N-AS, OVIVO OEM Parts and Service (Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Janina Lewis Procurement Services Director)
10. Award File No. 260043-C-PH, Purchase of Public Safety Building Diesel Tank (Scott Young Fire Chief, Janina Lewis Procurement Services Director)
11. Award File No. 260026-B-PH, Palm Tree Planting (Janina Lewis Procurement Services Director)

BUSINESS ITEMS

ORDINANCES AND RESOLUTIONS

12. **Application 25-55:** Annexation, Future Land Use Map amendment, and Rezoning of property located at 630 July Drive (Renea Vincent, Planning & Zoning Director) (15 Minutes)

- a. **Ordinance 2025-12 (2nd Reading, Quasi-Judicial):** Annexing 0.30 Acres, More or Less, of Real Property located at 630 July Drive. Approximately 170 feet East of Dixie Highway and Including Lot 7 and Portions of Lots 6 and 8 of High Point Park Subdivision
 - b. **Ordinance 2025-13 (2nd Reading, Legislative):** Amending the Future Land Use Map for 0.30 Acres, More or Less, of Real Property Located at 630 July Drive. Approximately 170 feet East of Dixie Highway and Including Lot 7 and Portions of Lots 6 and 8 of High Point Park Subdivision (Application 25-55) from Pinellas County Residential Urban (RU) Category to City of Tarpon Springs Residential Urban (RU) Category
 - c. **Ordinance 2025-14 (2nd Reading, Quasi-Judicial):** Amending the Official Zoning Atlas for 0.30 Acres, More or Less, of Real Property located at 630 July Drive. Approximately 170 feet East of Dixie Highway and Including Lot 7 and Portions of Lots 6 and 8 of High Point Park Subdivision (Application 25-55) from Pinellas County R-4 (One, Two and Three Family Residential) District to City of Tarpon Springs R-70 (One and Two Family Residential) District
13. **Ordinance 2025-15 (2nd Reading, Legislative):** Land Development Code Amendment, Mobile Food Dispensing Vehicle Ordinance, Removing Sunset Provision (Application 25-63) **(Renea Vincent, Planning & Zoning Director) (10 Minutes)**
14. **Resolution 2025-61:** Electing to opt out of multi-family housing property tax exemptions allowed for units priced at 80% to 120% of Area Median Income (AMI) under Section 196.1978(3)(d)1.a, Florida Statutes, commonly known as the “Live Local Property Tax Exemption.” **(Renea Vincent Planning & Zoning Director) (10 Minutes)**

BOARD AND STAFF COMMENTS (5 Minutes)

ADJOURNMENT (Estimate 7:35 pm)

Proclamation

City of Tarpon Springs, Florida

- Whereas,* Oxi Day, October 28, 2025, commemorates the events of Greece in 1940 in which the brave Hellenic nation and its citizens boldly stood together for liberty and freedom at all costs against the axis forces; and
- Whereas,* The historic cry of “Oxi”, a reference to the defiant answer of “No” in the Greek language given in response to the demand for surrender; and
- Whereas,* Oxi Day is an inspiration to those who cherish democracy and freedom, a celebration of those who served and defended freedoms in war; and
- Whereas,* The Greek people faithfully met their obligation with courage, sacrifice, determination, and dedication; and
- Whereas,* The City of Tarpon Springs celebrates Oxi Day in honor of the noble heroes, men, and women, who fought for a free Greek nation.

Now Therefore, I, John M. Koulianos, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, do hereby proclaim October 28, 2025, as

OXI DAY

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 28th day of October 2025.

City Clerk & Collector

Mayor

INVOICE

Johnson Jackson PLLC
100 N Tampa St, Suite 1800
Tampa, FL 33602

Invoice #: 15671
Date: 10-09-2025
Due On: 11-08-2025

City of Tarpon Springs
324 E Pine Street Tarpon Springs
Tarpon Springs, FL 34689

Matter Number:0010.0001 City of Tarpon Springs/General

Services

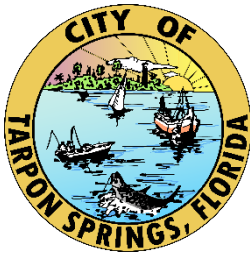
Date	TK	Description	Hours	Rate	Total
09-05-25	EGJ	Review and analyze draft letter to extend probationary period; phone conference with Tabatha Adkins regarding same	0.80	225.00	\$180.00
09-08-25	EGJ	Phone conference with Tabatha Adkins regarding termination of employment due to misconduct	0.30	225.00	\$67.50
09-09-25	EGJ	Phone conference with Tabatha Adkins regarding probationary employee matter; review draft correspondence to employee	0.30	225.00	\$67.50
09-18-25	MH M	Research updates to open carry law and provide revisions to City policy.	1.90	225.00	\$427.50
09-18-25	EGJ	Review email from Chief Jeff Young; prepare responsive email regarding open carry	0.30	225.00	\$67.50

Services Subtotal: \$810.00

Subtotal: \$810.00
Total Invoice Due: \$810.00
Payment \$0.00



Please make all amounts payable to: Johnson Jackson PLLC
TAX ID: 82-0921194



**Public Works Department
Office of the Director**

Chris Cotta
Public Works Director

To: Mayor and Board of Commissioners

From: Chris Cotta, Public Works Director

Date: October 28, 2025

Subject: Special Event – The Longest Table
November 16, 2025

Recommendation:

The Mayor and Board of Commissioners approve the Special Event Application for “The Longest Table”, scheduled for Sunday November 16, 2025, from 1:00pm-3:00pm, set up 10:00am/breakdown 4:00pm and sponsored by Tarpon Springs Downtown District, Main Street. This is a free community event, with any donations collected benefiting the “Shop with a Cop” program.

In the event of inclement weather, the City Manager will be authorized to designate an alternate rain date.

Background:

“The Longest Table” is designed to bring the community together in a spirit of fellowship and connection. Individuals and groups will host tables along East Tarpon Avenue, from Safford Avenue to North Pinellas Avenue, providing their own meals and tableware. No food will be sold or catered.

The Tarpon Springs Police Department has agreed to assist with traffic control and road closures to ensure public safety.

Approval of this Special Event grants the sponsor permission to use City property, with the understanding that all event operations must comply with the guidelines established by the Special Events Committee, the Board of Commissioners, and the sponsor’s approved application on record.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: October 21, 2025

Name of Event: The Longest Table

Date(s) of Event: November 16, 2025

Alternate Date(s): None

Hours of Event: 1:00 P.M. to 3:00 P.M.

Set up/break down time needed: 10:00 A.M. - 4:00 P.M.

Type/Purpose of Event:

This is a free community-wide event designed to allow members of the community to gather around the table to eat, laugh, get to know each other, and form bonds to strengthen community ties, resiliency, and a sense of togetherness. Individuals or groups will host a table and provide their own meal with tableware. Our organization will not be providing selling, or catering food.

Location of Event (include map for parade/procession routes with assembly and disband points):

If Closure of City Parking is needed, please check street: East Tarpon St. from Safford Ave. to N. Pinellas Ave.

Other:

Disposition of Proceeds: There will be no proceeds. However, donations will be requested and proceeds of donation will be given to "Shop with a Cop" for Tarpon Springs P.D. for christmas gifting.

Applicant Information:

Name of Organization: Tarpon Springs Downtown District - (MainStreet)

Registered Nonprofit Org.: Yes

Organizations Address: 155 E. Tarpon Ave. Ste. 4, Tarpon Springs, FL., 34689

Individual to Contact: Cody Bracy

(Telephone #) (email) (602)488-1383, codv@cohatch.com

Alternative Contact: Casey Smith

(Telephone #) (email) (727)366-1269, casey@oneamazingfind.com

General Information:

Number of Vendors: 4-5

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): No Parking needed

Approximate Number of Attendees: 500

Entrance Fee: \$0

Location for Attendee Parking: East Tarpon St. from S. Ring Ave. to N. Pinellas Ave.,

Mother Meres, Tarpon Ave., Court/Lemon, Wells Fargo and Truist Lot, and side-street parking

Will Private Security be Provided: Yes No Name of Private Company: None

Will the Following be Provided: Traffic Control: Yes Crowd Control: Yes

Will Music be Provided: Yes Hours of Play: No

Type & Location of Toilet Facilities: Public Facilities, COhatch, Public Works Restroom Trailer

Tent or Other Structure: Yes Type of Structure: 10x10 portable tents

How will Structure be Secured: It will be located on asphalt.

If parade # of: Participants_Animals_Floats Bands Other Amusement/Carnival Rides: No Name of Company Providing: None Rides: None

Types of Rides: None

Is Diagram of Layout Attached: Yes

Will Food/Beverages be Served: Yes. Attendants are requested to provide their own food and drink. For people that can't bring their own food, hot dogs and chips will be provided at no cost.

Cooked on Site: No Catered: No Sold: No Given Away: Yes. For those who are hosting tables, they will be providing their own food for the table(s) and the individuals that are sitting at their table. Will Alcoholic Beverages be Served: No Type of Alcoholic Beverages: None

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division, or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: Yes, for road closure. How many: We will rely on Police expertise.

Cones: How many: None

Portable Stage: No Location: No

Electricity Needed: No Where:

Public Restrooms: Yes Hours of Opening/Closing: 10:00 AM - 4:00 PM

Street Banners: No Location:

Electric Message Board: No

Additional City Trash Cans: Yes

Directional Parking Signs: No Locations:

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit

Attached: Yes

Is the Certificate of Insurance Attached: Yes

I (we) agree that it is my (our) responsibility to clean up after the conclusion of the special event: Yes

I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Signature of Applicant Date

A handwritten signature in black ink, appearing to be 'L. B. J.', written over a horizontal line.



TARPON SPRINGS POLICE DEPARTMENT

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

Extra Duty Detail Application

Business Name: DOWNTOWN BUSINESS DISTRICT Phone Number: 602-488-1383

Address of event: S. SAFFORD AVE - ALI. 19TH AVE

Applicant Name: LUCK BRACH Phone Number: 602-488-1383

Applicant's Address: 123 E. TARPON AVE, TARPON SPRINGS, FL 34689

Applicant's Date of birth: 01/25/1988 Email address: LUCK @ COHATCH.COM

Applicant's Driver's License Number: B620-110-88-025-0 State: FL

Contact Person at the event: LUCK BRACH / LASEY SMITH

Type of event: COMMUNITY BUILDING EVENT - OPEN TO TOWN

Will alcohol be served at the event? YES ☐ NO ☒ Number of expected Participants: 500 TO 600

Requested Officer Duties (please be specific):

BLOCKING OFF STREET / OFFICERS WALKING EVENT / EATING AT THE TABLES

How Many Officers do you require: 8-10

Police Vehicle Required ☒ YES ☐ NO

Starting Date: 11/14/25 Ending Date: 11/14/25 Starting Time: 10 AM Ending Time: 4 PM
10 AM 5 PM

By signing this form, I agree that, I have read and understand the entire agreement and agree to pay for the services rendered, which are in writing or are verbally agreed upon in an emergency situation to prevent shutting down the event if it becomes too large.

[Signature]
Applicant's signature of understanding

Approved
or
Denied

by: _____ Date: _____



444 S HUEY AVE. TARPON SPRINGS FL 34689 - PHONE (727) 938 2849
WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





444 S. HUEY AVE. TARPON SPRINGS, FL 34689 - PHONE (727) 938-2849
WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"



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Payment

Invoices for services rendered for off-duty work will be sent to the vendor after the event has occurred, unless otherwise specified. All compensation due for services performed by Tarpon Springs Police personnel will be paid by Cash, Check or Money Order only to: The City of Tarpon Springs Attn. Collections
P.O. Box 5004
Tarpon Springs, FL. 34688-5004 (727)942-5612

Officers are prohibited from accepting cash and/or check payments. Any employer failing to meet this deadline may be refused further details.

At large events, the hiring entity shall be required to employ a sufficient number of officers to ensure safe and efficient law enforcement coverage, as determined by the Operations Major or his/her designee. The special detail coordinator shall make a minimum manpower requirement determination to ensure proper security and safety of agency members and the community. The Operations Major or his/her designee shall determine appropriate manpower allocation for all events where alcohol is served. For events that require five or more officers, it will be required to have one supervisor for every five officers needed.

If the event becomes larger than expected or stated, then the on-duty officer or supervisor may request the event is terminated early for safety reasons, or at the approval of the applicant call more officers in to assist.

**Contact the Special Events Coordinator Sgt. Taurean Mathis for additional information:
Office Phone number: 727-938-2849 ext. 1656 or by e-mail tmathis@tspd.us**


Applicant's Signature of understanding



444 S. HUEY AVE. TARPON SPRINGS, FL 34689 - PHONE (727) 938-2849
WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"



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City of Tarpon Springs Deposit Forfeiture Policy

Event Sponsor agrees to return City property to the exact condition it was in prior to the event. This includes the removal of all items placed on City property by the Sponsor including, but not limited to tents, port-o-lets, ice machines, tables, vehicles, concession stands, trash, etc.

If the Event Sponsor does not comply with cleanup by the date outlined on the Special Event Application, the \$100 deposit will not be returned, and the Sponsor's next event will require double the deposit amount. This procedure will continue until the Event Sponsor complies with the Special Event requirements.

Please note, deposits will be withheld, and additional money may be due for any/or all damages to City property caused the Special Event.

Event Sponsor Signoff:

I have read and agree to the conditions above:

Event Sponsor Signature Date

10/2/25

⊕ Saint Nicholas Greek
Orthodox Cathedral

Tarpon Tavern
American

Hibiscus St



123

E Tarpon Ave



Urban Grounds

S Safford Ave

E Court St →

E Court St →

E Court St

THE LONGEST TABLE

A simple idea with big impact

Building Community One Conversation at a Time

Imagine one long table stretching down the center of our downtown street, filled with people from all walks of life - sharing food, stories, and laughter. That's the vision behind *The Longest Table*, a community-wide event designed to bring people together through the simple act of sharing a meal.

What to Expect:

At The Longest Table, hundreds of residents, city leaders, business owners, students, and community partners will come together for a free, family-friendly lunch served outdoors. Guests will be randomly seated with strangers (on purpose) to encourage meaningful conversations and build connections beyond usual circles.

The Event will Feature:

- **Shared tables** - Food provided by each individual
- **Conversation starters** - Placed at each table to spark dialogue on community values, challenges, and hopes for the future
- **Interactive community booths** - Where organizations can share resources and initiatives
- **Food Booths** - To help anyone who does not have the ability to provide a meal
- **Donation Opportunity** - There will be an opportunity to give to local charities as a way to help create additional resources around the holidays

An Unintended Solution to Loneliness & Civic Engagement

Impact of Longest Table

Based on research*



*Source: Study conducted by Barnard College 2024

Why It Matters:

The Longest Table is more than just a meal - it's a movement. In a time when polarization and isolation are common, this event fosters real human connection. By encouraging open dialogue among people who might not normally interact, The Longest Table helps to:

- **Break down social barriers** and foster empathy
- **Build trust** between residents and city leaders
- **Strengthen a sense of belonging** and civic pride
- **Spark ideas** for community growth and collaboration
- **Celebrate diversity** and elevate unheard voices

When we take the time to listen and learn from one another, we create a stronger, more connected city - one conversation at a time.

Whether you're new to town, a long-time resident, or just passing through, *The Longest Table* welcomes you to pull up a chair, share a meal, and be part of something meaningful.

Tarpon Springs Next On The List!

Examples of Longest Tables



Chelsea NY



W Washington Univ, WA



Cloverdale, CA



Kansas City, MO



Rock Center



Brielle NJ

Inbound Interest From Around The World

Neighbors | Schools | Religious Orgs | News Orgs | Local Govts | Chambers of Commerce | Businesses | Tourism | Foundations

Amador City, CA	Hayward, CA	Poulsbo, WA
Baraboo, WI	High Point, NC	Sacramento, CA
Basking Ridge, NJ	Homer City, PA	San Carlos, CA
Bedford Corners, NY	Houston, TX	San Francisco, CA
Bellingham, WA	Huntington Beach, CA	Sea Cliff, NY
Bennington, VT	Irvine, CA	Shelter Island, NY
Boston, MA	Kansas City, MO	S Pasadena, CA
Brielle, NJ	Kennebunk, ME	Springfield, OH
Cary, IL	Laguna Beach, CA	Sunbury, OH
Chapel Hill, NC	Liberty, MO	Truckee, CA
Charlotte, NC	Livingston, NJ	Tysons, VA
Chattanooga, TN	Los Angeles, CA	Vienna, VA
Chicago, IL	Louisville, KY	Washington, DC
Columbus, OH	Ludowici, GA	West Chester, PA
Crofton, MD	Malvern PA	West Hartford, CT
Culpeper, VA	Mankato, MN	West Hollywood, CA
Cumming, GA	Miami Shores, FL	Windsor, CT
Dallas, TX	Miami, FL	Buenos Aires, Argentina
Davenport, FL	Miramar Beach, FL	Melbourne, Australia
Deland, FL	Mount Vernon, NY	Townsville, Australia
Denver, CO	New York, NY	Les Anses d'Ariet, Martinique
DeSoto, TX	Newton Falls, OH	Montreal, Canada
Detroit, MI	North Charleston, SC	Toronto, Canada
Emporia, KS	North Oaks, MN	Berlin, Germany
Eugene, OR	Orlando, FL	Munich, Germany
Exeter, NH	Palmetto Bay, FL	Oslo, Norway
Florence, MA	Pensacola, FL	Luquillo, Puerto Rico
Forest Park, GA	Phoenix, AZ	Malmö, Sweden
Great Barrington, MA	Pittsburgh, PA	Singapore
Hartford, CT	Portsmouth, NH	St Thomas, Virgin Islands
		Dubai, UAE
		Leeds, United Kingdom



OFFICE OF THE CITY CLERK

INTER-DEPARTMENTAL MEMO

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

SUBJECT: SATISFACTION/RELEASE OF LIENS REGULAR SESSION October 28, 2025

Authorization is requested for the Mayor to execute Satisfaction and/or Release of Lien for the properties listed below. All monies owed the City for delinquent utility liens, street, and/or lot mowing assessments including interest and/or penalties, or administrative fees have been paid in full.

OWNER'S NAME	TYPE OF LIEN	ACCOUNT NUMBER
Panchito Cooling, LLC	Utility Lien	83481-271001373
Christopher Scott Baker	Utility Lien	70505-280001681
Michelle Marshall Emily Marshall	Utility Lien	58759-270708404
Stephanie Harden Wright Pearletha Harden	Utility Lien	40859-271808998
Jeffrey R. Johnson Laura Johnson	Utility Lien	41721-271304200
Ken M. De Rocker Ginger V. De Rocker	Sewer Connection Mortgage Lien	MR 1596
Mantex Partners, LLC	Code Enforcement	24-00000001



Memorandum

Date: October 28, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260038-C-PH, Purchase of Mach Alert FSA System (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260038-C-PH, Purchase of Mach Alert FSA System for Fire Station No. 69, Utilizing the State of Florida Alternative Contract Source No. 43190000-22-NASPO-ACS-1, from Motorola Solutions for an estimated amount not to exceed \$95,000.00 for the Fire Department.

Background

The purpose of this contract is to provide a Mach Alert FSA System for Fire Station No. 69. This system is specifically designed for fire and EMS stations and is fully compatible with Pinellas County's dispatch infrastructure (see attached memo).

The State of Florida Alternative Contract Source No. 43190000-22-NASPO-ACS-1 has been awarded by virtue of a public competitive process and is made available for use by other local governments.

Funding

307-8603-522.63-00, Project No. PS2605

Strategic Plan Objective

N/A



Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

SCOTT YOUNG
Fire Chief
syoung@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Services Director
From: Scott Young, Fire Chief *fy*
Re: Recommendation to Purchase Mach Alert FSA System for Station #69
Date: October 9, 2025

Recommendation

The Fire Department recommends the purchase and installation of the Mach Alert Fire Station Alerting (FSA) System from Motorola Solutions for Station #69 in an estimated amount not to exceed \$95,000.

Background

The purchase of the Mach Alert FSA for Fire Station #69 will be governed by the terms and conditions of the State of Florida Alternative Contract Source (ACS) 43190000-22-NASPO-ACS-1 contract and NASPO 00318 contracts.

The Mach Alert system is a modern, scalable, and highly reliable alerting solution specifically designed for fire and EMS stations. It integrates seamlessly with dispatch systems to provide rapid and reliable alert notifications, which help reduce turnout times and improve overall emergency response efficiency. Motorola Solutions is the exclusive service provider and integrator for both the **Pinellas County Radio System** and the **Mach Alert Fire Station Alerting System**, ensuring a fully coordinated and seamless implementation. This system is fully compatible with Pinellas County's dispatch infrastructure, providing reliable, real-time communication and complete integration with the County's 911 emergency dispatch center.

Funding for this will come out of account: 307-8603-522.63-00, Project# PS2605



Mach Alert FSA for Fire Station #69

August 18, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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PS-000155178

August 18, 2025

Richard Walsh, Deputy Chief
Tarpon Springs Fire Rescue
444 Huey Ave
Tarpon Springs, Florida 34689

Subject: Mach Alert FSA for Fire Station#69
Dear Chief Walsh:

Motorola Solutions, Inc. Proposal for City of Tarpon Springs Fire Rescue (TSFR), Station #69

This quote proposes adding a Fire Station Alerting System to Station #69. Motorola Solutions is the exclusive service provider and integrator for both the Pinellas County Radio System and Mach Alert, which ensures a seamless implementation.

To meet the functional and operational specifications of this solicitation, our solution includes the following for Mach Alert Fire Station Alerting at Station #69:

- **Mach Alert Station Controller**
- **LED Zone Lighting System**
- **Zone Selector Switches**
- **Turnout Timers**

This proposal consists of this cover letter, system description, statement of work and pricing. This proposal shall be governed by the terms and conditions of the State of Florida Alternative Contract Source (ACS) 43190000-22- NASPO- ACS-1 contract and NASPO 00318 Contracts and shall remain valid for a period of 60 days from the date of this cover letter. The City may accept the proposal by delivering to Motorola, a purchase order referencing this proposal (#06182025) and the NASPO 00318 contract. Alternatively, Motorola Solutions would be pleased to address any concerns the City of Tarpon Springs may have regarding the proposal.

For questions or concerns, please contact your Senior Account Manager, Brian Wahl, at 941-713-6740. We appreciate the opportunity to provide TSFR with industry-leading solutions and look forward to strengthening our partnership through this project. Our goal is to deliver the best products and services in the communications industry.

Sincerely,

Maurizio Callari



Area Sales
Manager Motorola
Solutions, Inc.

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Section 1

System Description

This Section describes the general features and options available for the Mach Alert Fire Station Alerting (FSA) system and is not project-specific.

Introduction

The *Mach Alert* Fire Station Alerting (FSA) system serves as a cornerstone for the successful operation of the dispatch alerting process. This microprocessor-based alerting system will help manage resources with proven hardware and software, leading to a reduction in emergency response times, less firefighter stress, and the confidence your stations will be alerted every time.

Fire Services, now more than ever, are facing newer and greater challenges. System operating flaws, breakdowns, problematic interfaces, and alerting delays are unacceptable. Proven technology, communications compatibility, software customization, and an intuitive user interface are mandatory. The *Mach Alert* FSA system is designed for fast response, integration with existing infrastructure, redundancy, and the ability to gracefully migrate into the latest technologies and new features. It utilizes innovative design allowing installations to be tailored to your specific Fire and EMS needs.

The *Mach Alert* FSA system does not depend on PC hardware at the stations for its fundamental fire station operation. It utilizes Motorola's new ACE3600 high-performance controller offering enhanced reliability. As the lead component in our fire station alerting system, it meets these challenges head-on.



Motorola ACE3600 Remote Terminal Unit

The *Mach Alert* FSA system is capable of interfacing with IP-based CAD (Computer Aided Dispatch) systems to provide automated fire station alerting. *Mach Alert* provides a backup or

manual means of alerting the fire stations if the CAD system is unavailable. If there is no CAD system present, *Mach Alert* FSA functions as the primary means of alerting the fire stations. The dispatch operator can easily access the *Mach Alert* System and its associated Graphical User Interface (GUI) via a thin browser client on a Windows-based PC. The browser allows the dispatcher to manually select the sequence, station(s) and zones required for the alert.

In a request from the City of Tarpon Springs Fire Rescue, Motorola Solutions Inc. is pleased to propose a Mach Alert Fire Station Alerting system that includes hardware at one new Fire Station #69.

The new equipment in this quote includes:

Base System – Fire Station:

- One (1) Mach Alert Station Controllers
- LED Zone Lighting System for Station #69
- 12 lights, 12 Zone Touchpad Selector
Switches
- 3 LED Controllers, Licenses
- 3 Turnout Timer Displays
- Printer

Integration with Motorola ASTRO 25 IV&D (Integrated Voice & Data) Systems

While the *Mach Alert* System supports legacy Motorola Radio Systems, it was specifically designed for integration with the Motorola ASTRO 25 IV&D System and its associated state of the art dispatch consoles.

- The *Mach Alert* System is annually tested and verified for operation on the Motorola ASTRO 25 IV&D System for every new release.
- The *Mach Alert* System is annually tested for cohabitation on both the Motorola MCC7500 and MCC7100 Dispatch Operator Consoles.
- *Mach Alert* currently operates on numerous Motorola ASTRO 25 IV&D systems in North America.

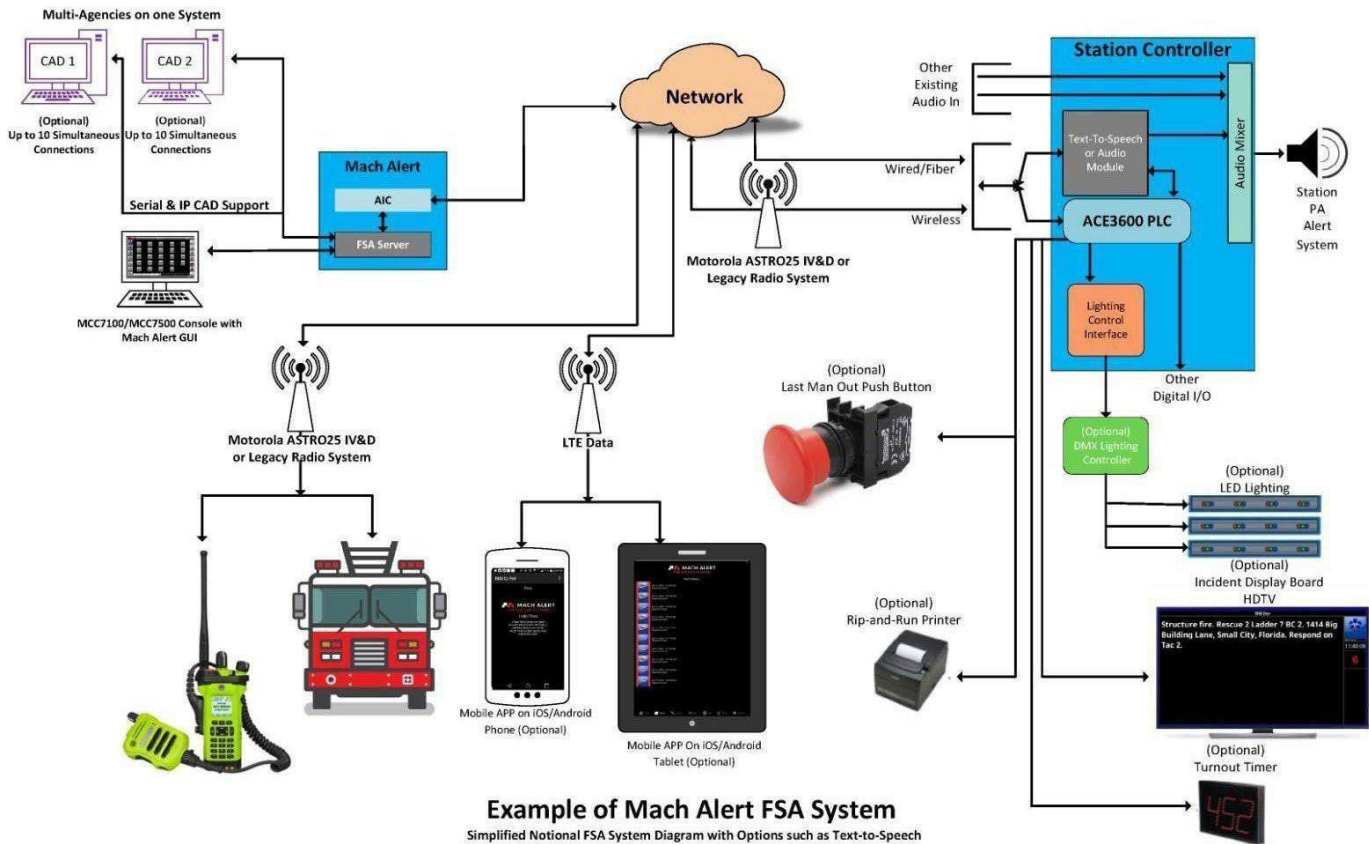
Hardened Systems – Information Assurance

To comply with Federal Government regulations for hardened systems, Information Assurance (IA) is required. *Mach Alert* meets these stringent regulations as follows:

- *Mach Alert* complies with multiple federal agencies' Information Assurance (IA) policies including those required for military bases.
- *Mach Alert* is tested and validated against the Motorola MotoPatch CD every month to ensure that all *Mach Alert* systems can be patched to the high standards set by Motorola.

Mach Alert – The Total System Solution

This “Total System Solution” consists of an Alerting Interface Controller (AIC), FSA Server, and Station Controllers (SC) as shown in the following figure. These components are described and their functionality presented in the ensuing sections. Available options to enhance the basic system are also provided.



Mach Alert FSA Typical System Diagram

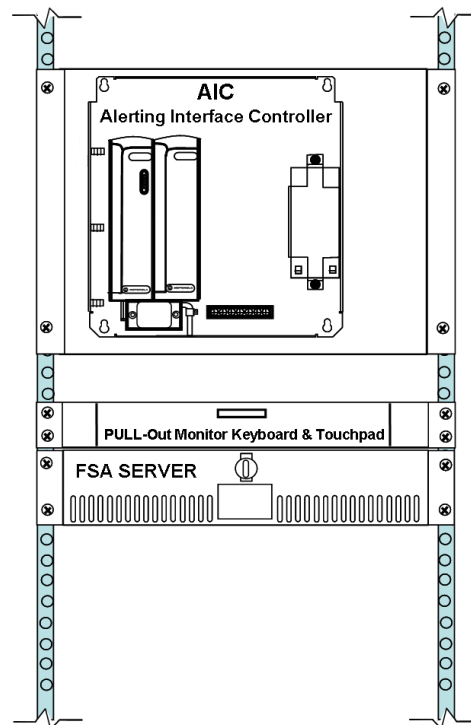
Mach Alert Dispatch Center Hardware

The *Mach Alert* Dispatch Center hardware consists of the *Mach Alert* FSA Server and Alerting Interface Controller (AIC). The dispatch operation is typically located at the Emergency Communications Center.

- The *Mach Alert* FSA Server hosts the primary *Mach Alert* software and provides a Graphical User Interface (GUI) to the fire station alerting system. The *Mach Alert* GUI is accessed using browser thin clients that normally cohabitate on the Motorola Dispatch Consoles but may also be located on separate dispatch operator terminals if required. The server also manages dispatch operator manual station alerting, automated optional text-to-speech incident announcements, remote system access, and system alarm and event logging. The server also provides the interface to the customer IP network for alerting over that network.
- The *Mach Alert* AIC is the fire station alerting interface to the Motorola Radio System. The Alerting Interface Controller is a Motorola ACE3600 high-performance controller that provides the means of communicating the alerting data over the radio network to the *Mach Alert* Station Controllers (SCs) located at the fire stations. The AIC also sends the alerting data over the IP network to provide redundancy to the FSA Server in the event it is offline.

***Mach Alert* FSA Typical Dispatch Center Hardware**

The following diagram shows the mounting of the FSA Server and the AIC on a standard 19" equipment rack. This equipment is usually located at the Dispatch Center.



FSA System Transport Functionality

This section addresses the *Mach Alert* functionality over the various possible transport media. *Mach Alert* supports numerous Motorola Radio Systems in addition to IP networks.

Motorola Radio Systems Supported

The *Mach Alert* FSA system has multiple integrated communications ports allowing it to utilize various Motorola Radio Systems dedicated to fire station alerting (not voice). *Mach Alert* supports alerting over the following Motorola Radio Systems:

- 700/800 MHz IV&D Digital Trunking*
- UHF R2 (450-520 MHz) Band IV&D Digital Trunking*
- UHF R1 (380-470 MHz) Band IV&D Digital Trunking*
- VHF IV&D Digital Trunking*
- 800 MHz Analog Trunking
- RF Conventional UHF Analog
- RF Conventional VHF Analog

IP Network Support

In addition to alerting over the Motorola Radio System, *Mach Alert* also supports Ethernet IP Networks utilizing customer enterprise connectivity between the Dispatch Center(s) and the fire stations. Please note that minimum bandwidth requirements must be met in order to provide reliable Ethernet link connectivity. These bandwidth requirements are available upon request.

Alerting Over Redundant Communication Links

The *Mach Alert* FSA system supports up to two (2) redundant communications links for station alerting (data) and an independent communications link for announcements (voice). The system design offers a “high-availability” fire station alerting operation through multi-level redundancy.

Both the existing IP network and the existing radio system can be used to alert the fire stations. Station alerting is transmitted over the redundant communications links concurrently. The key point here is that the *Mach Alert* FSA system does not have to make a selection if one link fails, as is often the case with PC-based systems. This assures the alert data will reach each fire station controller selected to be alerted with minimal delays. Alerting over Redundant Communication Links meets NFPA 1221 requirements.

Motorola highly recommends utilizing two redundant communications links for station alerting when using ASTRO IV&D which ensures a highly responsive and highly reliable alerting solution. In the event that the IP link fails, alerting is still supported by the IV&D system. The IV&D system has a lower bandwidth than wired IP and when used in backup mode supports an alerting cadence of approximately 3 seconds per station for alerts to be received and acknowledged.

If the radio system used for alerting is offline, station alerting will be processed using the IP network. If the Ethernet link used for alerting is offline, station alerting will be processed using the radio link.

If the radio link or the IP network link fails to the fire stations, the *Mach Alert* System will continue to function, including toning, CAD processing, backup dispatch, zoning, event logging, and failure notifications. The system meets NFPA 1221 recommendations.

At the fire station, the Station Controller activates the alert tones based on data received on the first (quickest) link and does not process data from the other link. However, both the radio and IP communication links send an acknowledgment (“ACK”) back to the AIC to verify that both communication links are operational. ACKs are also sent to the CAD system, if present, for updating. After the alert tones are played, the dispatch operator can begin the voice announcement.

Mach Alert supports the following combination of alerting links:

- One (1) Ethernet link and one (1) Radio System (Trunking or Conventional) link
- Two (2) Radio System (Trunking and/or Conventional) links
- Two (2) Ethernet links

Note that two data links are required for NFPA1221 Compliancy.

Data Integrity

The *Mach Alert* FSA system utilizes the Motorola Data Link Communications (MDLC) protocol specifically designed for data over radio networks. It creates a true wireless network environment that provides maximum data integrity. The MDLC protocol is based on the Open System Interconnection (OSI) model recommended by the International Organization for Standardization (ISO). MDLC utilizes all seven layers of the OSI model and is designed for point-to-multipoint links such as an FSA system. MDLC provides optimum operation in saturated RF environments. The protocol facilitates communications among all sites in the system, including extensive diagnostic messaging. CRC-32 level data detection is provided. The MDLC protocol is also used to ensure data integrity over Ethernet for alerting via the AIC over the IP network.

Dispatch Operator Voice Announcements

The dispatch operator voice announcements are sent on a separate and independent radio talk group/channel. The same Motorola Radio Systems that are supported for alerting is also supported for voice announcements.

Mach Alert Fire Station Hardware

The following sections detail the *Mach Alert* Hardware that is available for installation in the fire stations.

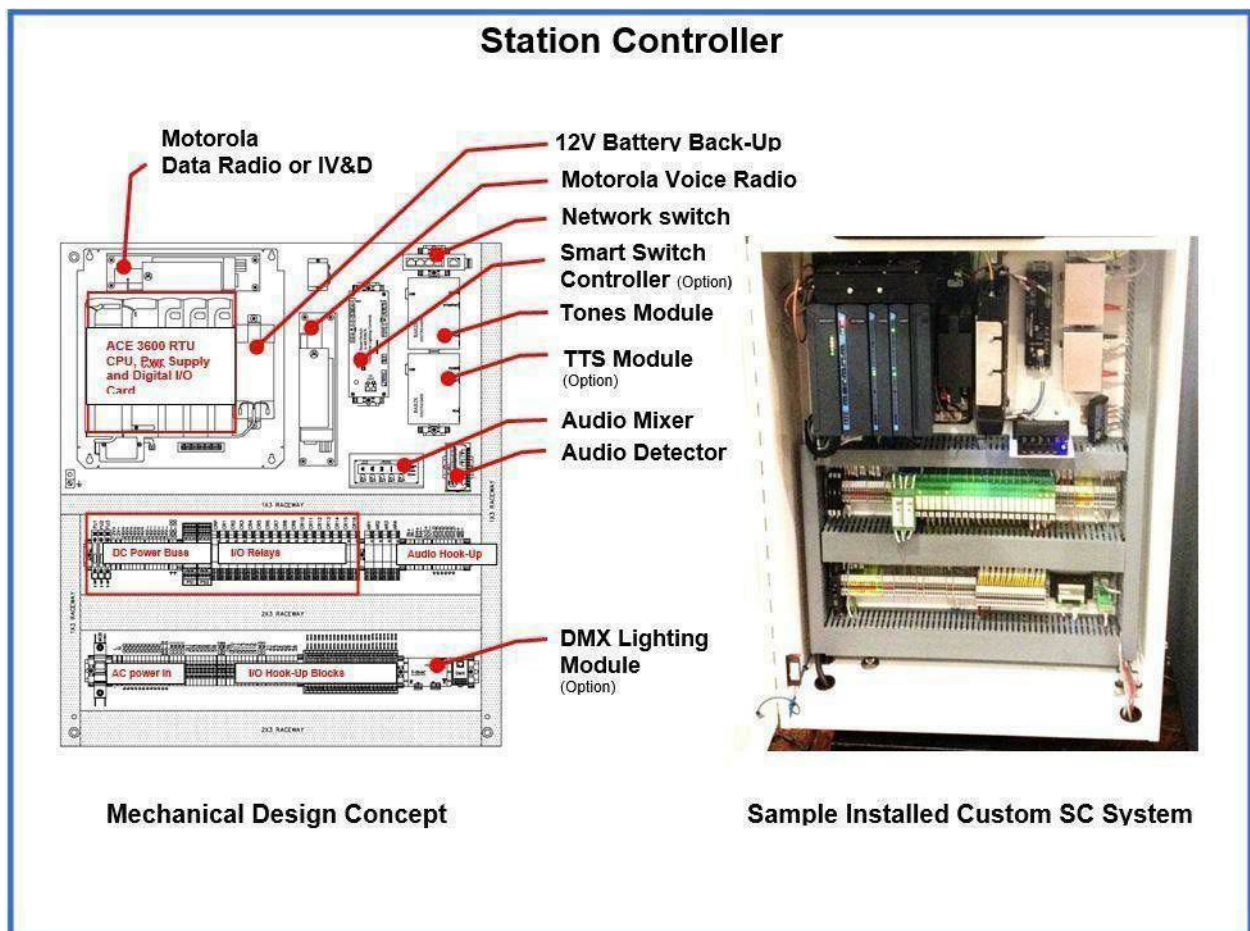
Mach Alert Station Controller

The *Mach Alert* Station Controller (SC) is a Motorola ACE3600-based high-performance RTU installed in a NEMA-1 wall-mount industrial panel. The SC is located at each fire station typically in a communications utility room. The SC processes information to and from the AIC and FSA Server, generates alert tones and provides station audio control including optional text-to-speech decoding.

The Station Controller (SC) is a modular unit containing the following hardware:

- Motorola ACE3600 Power Supply Module.
- Motorola ACE3600 CPU Module.
- Motorola ACE3600 Digital Input/Output Module - additional modules are available to support additional I/O functionality.
- Optional Motorola Radio(s) – space is provided within the SC to house one (1) Motorola Alerting Data Radio and (1) Motorola Voice Radio.
- Integrated 6.5 Ah Backup Battery.
- An XLR audio input is provided to interface with an optional external voice radio.
- A balanced line-level audio output connection is provided to interface with the fire station PA amplifier.
- A Tones module for the storage of audio tones. 35+ default tone library pre-loaded. Custom tones are supported.
- Optional TTS Module for in-station TTS.
- Audio mixer and audio relays to control the flow of audio to the station PA system.
- Live audio sensing device.
- 4-port Ethernet switch.
- Support for external Turnout Timers.
- 8 Digital Output Relays standard – may be purchased with up to 40 Output Relays for additional output control.
- 8 Digital Input Terminal Blocks standard – may be purchased with up to 24 Terminal Blocks for additional monitoring capability.
- Depending on the options purchased, the SC may also house supporting hardware for the LED Zoned Lighting System and Zone Selector Switches.
- Transient Voltage Surge Suppression.
- Automatically resets after an alert is completed in preparation for the next alert.

Below is a mechanical design view of the *Mach Alert* Station Controller:



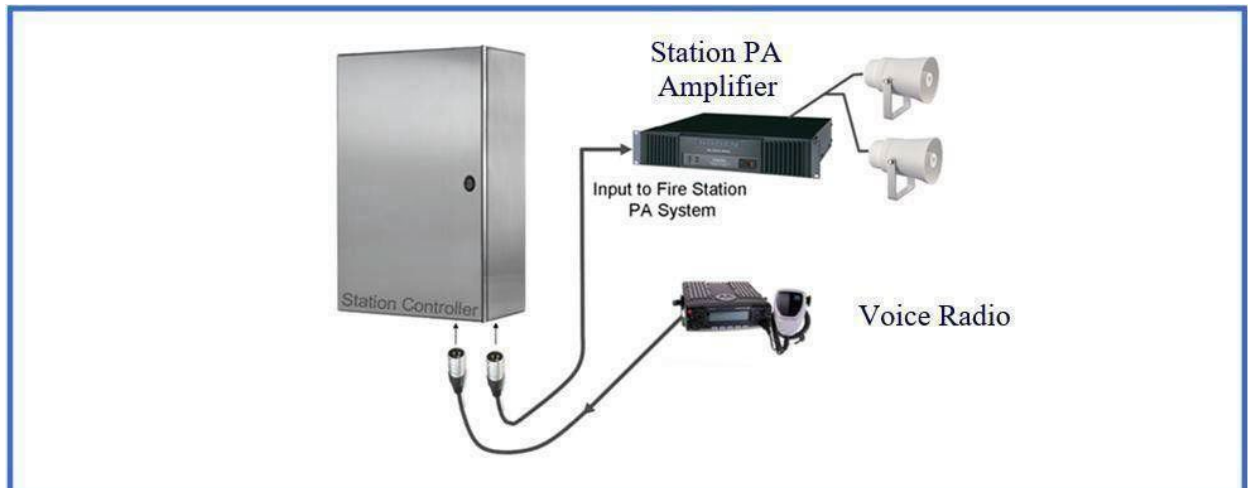
***Mach Alert* Station Controller**

Station Audio Alerting

The *Mach Alert* Station Controller hardware and software automatically controls the alerting process. When stations are alerted, unique alert tones are played over the station's PA system. To prevent additional stress, these tones are ramped ("heart saver"); that is, they start at low volumes and escalate in volume to a desired level for a specific period of time. The tones can also be unique based on incident type, apparatus, company, and/or personnel. They can include a combination of tone and recorded voice. Custom, user-supplied tones are a standard feature of the system design. Toned alerting meets NFPA 1221 recommendations.

Mach Alert provides several available options for providing audio to the fire station.

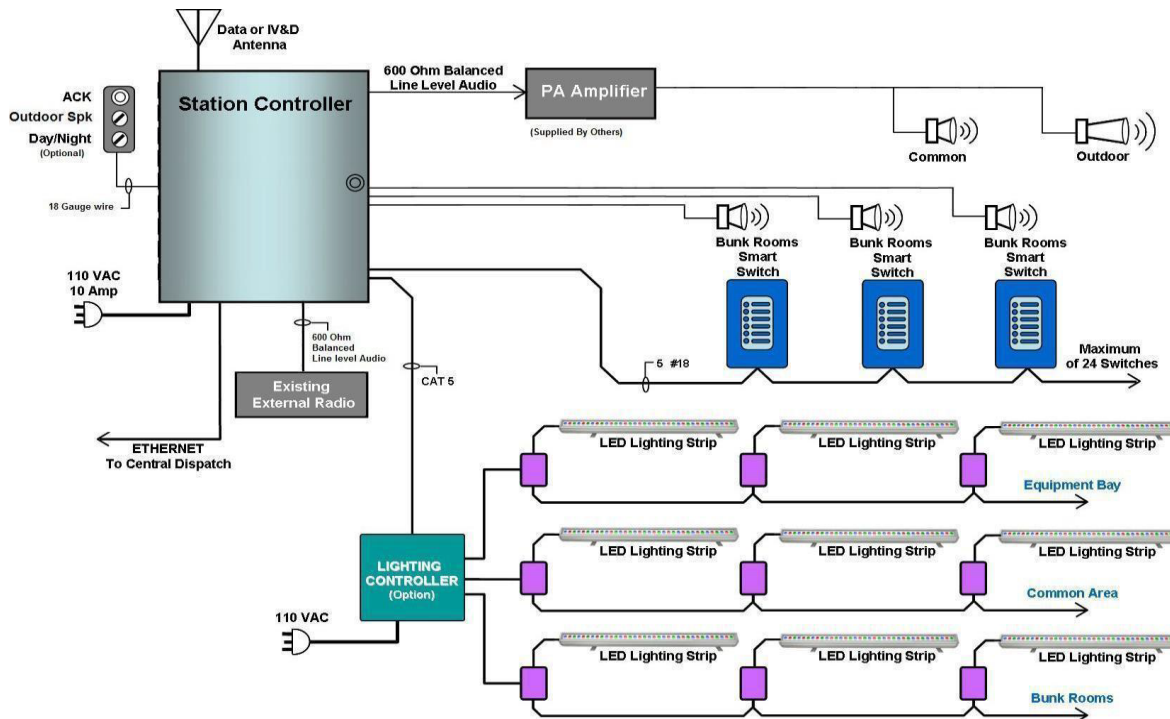
- An Audio Tones Module supplies ramped alert tones and a brief pre-recorded voice alert designating for the type of alert, followed by opening the station PA system for the dispatch operator to verbally alert personnel. This is a standard feature of *Mach Alert*.
- An optional Text-to-Speech (TTS) function can translate a CAD generated text string containing specifics of the alert message (or a type-written message generated via the dispatcher if there is no CAD in the system, or it is unavailable) into human-voice quality speech and transmit it over the IP network to the Station Controller as a compressed audio file for playback after completion of the locally stored alert tone.
- A TTS Over-the-Air (OTA) option is also available to provide the TTS announcement over the Motorola Radio System as opposed to over the IP network.



Mach Alert Station Audio

Typical Station System with LED Zoned Lighting

The diagram below shows a typical *Mach Alert* Station Controller-based system with options implemented for alert lighting and audio as well as zone selection switches.



LED Alert Lighting

The optional use of LED lighting strips for the FSA installation are for visual alerting in addition to the audio alert (PA) system. The RGB lighting strip is compatible with a commercially available controller. LED lighting strips are activated and controlled in various colors and sequences to alert station personnel of conditions and warnings.

The optional LED lighting is connected to the Station Controller. The LED lighting can be configured for ramp time, maximum intensity and colors.

Bunkroom LED lighting is ramped. Each bunkroom can have a LED light strip that will activate based on the type of alert. For example, if the bunkroom is reserved for the engine, the LED strip can be set to ramp to a red display. If the bunkroom is reserved for rescue, the LED strip can be set to ramp to a blue display. These high-intensity, RGB color LED strips can also be used in the common areas, bays, weight rooms, outside, offices, etc. When used in the hallways, they provide adjustable soft white lighting.



- RGB Color Mixing
- High power LEDs
- Extruded aluminum housing
- Input power of ~ 1 Amp @48VDC

Mach Alert LED Lighting Option

Optional Dynamic Zone Touch Pads

If a department desires to have the flexibility of using their bunkrooms based on specific personnel, apparatus, and/or company, wall switches may be provided as an option, allowing each bunkroom (or Zone) to select the type of alert, or combination of alerts, to be directed to that bunkroom. Fire or EMS personnel can use any bunkroom and select their specific alert(s) to be directed to that room. LED indicators on the wall switch indicate which alerts have been selected, or no alerts.

Example Zone Selection



More than one zone can be selected such as BC & Rescue

- Rescue- This room will receive Rescue, All Call, & Announcement
- Engine- This room will receive Fire, All Call, & Announcement
- Assistant Chief (AC)- This room will receive Assistant Chief, All Call, & Announcement
- Battalion Chief (BC)- This room will receive Battalion Chief, All Call, & Announcement
- Light- This Rooms Night light will be on when lighting controller is in Night Light Mode
- Vacant- This room will not receive any Calls

Note: If no Zones are selected Room will receive every call

Mach Alert Zone Selector Switch

Section 2

Statement of Work

This Statement of Work (SOW) describes the most current understanding of the work required by Motorola Solutions, Inc. ("Motorola") to provide a successful implementation of a MACH Alert Fire Station Alerting (FSA) system.

It is understood that this SOW may be revised during contract negotiations or during the Detailed Design Review (DDR), and through any other Change Orders that may occur during the execution of the project.

Motorola is pleased to propose the MACH Alert Fire Station Alerting System (FSA) for TSFR for installation at Fire Station #69.

The following sections detail specific responsibilities of the Customer and Motorola in general and during various project phases. Motorola is responsible for coordinating and ensuring proper execution.

PROJECT INITIATION		
Contract Finalization and Team Creation		
	Motorola Solutions	TSFR
Execute contract and distribute contract documents.	X	X
Furnish a performance bond in the full amount of the contract price as security for the faithful performance of Motorola Solutions' contractual obligations.	X	
Purchase the required performance bond.		X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		

Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Maintain responsibility for third-party services contracted by TSFR.		X
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	

Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Finalize site acquisition and development plan.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points		X
Provide information on existing system interfaces.	X	
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.	X	
If necessary, complete the required forms required for frequency coordination and licensing.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	

Deliverable: Completed Design Review.

General Installation

Perform Equipment Inventory and Delivery to Customer Sites	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Label equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Provide an Ethernet network connection with a minimum throughput of 512 Kbps from Fire Station 1 to the FSA server located in the Dispatch facility.		X

Deliverable: Solution equipment received and ready for installation.

Fire Station Installation

Base System-Fire Station Installation

Install one (1) Mach Alert Station Controller (SC) in designated space on the wall.	X	
Provide mounting hardware, support strut, and required fasteners to SC.	X	
Land all Ethernet connections into assigned switch ports predetermined by Motorola/Customer.	X	
Land audio line into assigned input on PA amp, determine best spot if needed.	X	

Run, terminate, and test one (1) Category 6 Ethernet feed(s) to SC from customer network switch.	X	
Run, terminate, and test two (2) 18 AWG TSP Shielded audio line from SC to customer PA amplifier.	X	
Provide and install two (2) antennas and two (2) transmission lines. One set is for the data radio. The other set is for the voice radio.	X	
Provide code plugs for the data radio and voice radio.	X	
Provide programming, configuration, and optimization the data radio(s) inside the SC panel for data communication on the Motorola RNI.	X	
Verify duplex outlet power or provided by others if not available.	X	
LED Lighting Hardware Installation		
Install eighteen (12) LED Light Fixtures (LLF) connected to three (3) LED Lighting Controller (LC).	X	
Install Zone Selector Switches.	X	
Plug LC into local duplex AC outlets.	X	
Run, terminate, and test one (1) Category 6 Ethernet feed to primary LC and additional Category 6 feeds to subsequent LCs and LLFs.		X
Provide all required Category 6 cabling, termination ends, and cable management hardware as needed.		X
Verify duplex outlet power.	X	
Turnout Timer Display installation quantity (2).	X	
Provide and pull all required cabling and wiring, termination ends and cable management, hardware as needed along with conduit in bay areas as required.		X
Provide one Category 6 Ethernet feed(s) to SC from customer network switch.		X
Provide two (2) 18 AWG TSP Shielded audio line from SC to PA amplifier.		X
Land all Ethernet connections into assigned switch ports predetermined by TSFR.		X

Land audio line into assigned input on PA amp, determine best spot if needed.		X
Terminate and one (1) Category 6 Ethernet feed to primary LC and terminate Category 6 feeds to subsequent LCs and LLFs.		X
Plug LC into local duplex AC outlets and terminate all Category 6 cabling for all LCs and LLFs.		X
Provide all required Category 6 cabling, termination ends, and cable management hardware as needed along with nominal conduit/wire mold if required to connect all ZSS back to the fire network switching the IT closet all individually homerun wired for each ZSS.		X
Terminate, and test audio cables for ten (10) existing speakers for audio zoning to SC.		X
Terminate, and test one (1) 18/6 shielded cable (provided by TSFR) from Turn Out Timer to SC for signal and power.		X
Deliverable: Equipment installed.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	

Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
Finalize schedule for training coursework.	X	
Provide training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		
Cutover		
Finalize Cutover Plan.	X	X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for the cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on the system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty	X	

support and service.		
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by the Customer.		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: • System Level Diagram. • Site Block Diagrams. • Site Equipment Rack & Enclosure Configurations. • System Acceptance Test Plan Test Sheets and Results. • Equipment Inventory List. • Product Manuals. • Drawings will be delivered in PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56. All sites will meet Motorola Solutions' R56 2005 Standards for Communications sites. If the customer does not have a copy of the "R56 v.2005 Standards & Guidelines for Communications site," one will be provided by Motorola Solutions.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described. Adequate backup power is available to support the proposed equipment. Existing generators, if available, have adequate capacity to support the equipment.
- Any site/location upgrades or modifications are the responsibility of TSFR
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of TSFR
- Any required system interconnections not specifically outlined here will be provided by TSFR. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should TSFR's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- If TSFR chooses to purchase the optional Incident Display Board functionality it is assumed that the City will be providing the HDMI monitors. Monitors must have a HDMI input and a 2 gang 120V AC outlet must be within 3' of the mounting locations inside the fire stations. If the City does not have a 2 gang 120V AC outlet within 3' of their desired mounting location MSI can quote the required electrical work as part of a change order.
- Customer is currently utilizing a 2020.1 ASTRO system release with expectation to fully upgrade to system release 2022.1 in 2024. The customer should understand that current system release is past standard support and in extended support.
- MACH ALERT thin clients to be installed upon existing MCC 7500 positions. (NOTE: Thin clients licenses are only intended to be utilized in the event the customer CAD system were to fail, otherwise all primary alerting begins within CAD).
- Interfacing software API (Application Program Interface) is accomplished by employing the Motorola Fire Dispatch Protocol (MFD-P).
- IV&D is presumed to be the responsibility of the MASTER site for the City, and no IV&D or Enhanced Data services are listed for purchase by TSFR to implement MACH ALERT on their sites. Ethernet IP Network, customer enterprise connectivity between the dispatch center(s) and the fire station.

Network Design Diagram and Specific Assumptions

The following is a system overview, as understood by discussions on shared site services between the TSFR ASTRO CORE RNI sites. The network connectivity presumes the MACH ALERT FSA server, AIC, and CAD server are co-located at the ASTRO CORE RNI site, which reduced the need for using the existing MW loop to connect the Dispatch site with the EOC site via a network e- pipe. All terrestrial IP network connectivity between Dispatch and Fire Station #69 are

maintained and serviced by the customer's IT network team. At a future date, should the customer elect to add an IP link between the EOC and station 2, it would only require a reconfiguration of MACH ALERT server, but not additional HW.

Section 3

Acceptance Test Plan

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that the TSFR solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during project implementation.

An example of a standard Mach Alert FATP is included below.

MACHALERT FIRE STATION

ALERTING ACCEPTANCE TEST PLAN

(ATP) ¹

Purpose and Scope

The Field Acceptance Test Plan (ATP) will be performed by Mach Alert, Inc. (Mach Alert) and Motorola Solutions, Inc. (Motorola). The purpose of the ATP is to verify the basic operation, functionality, and installation quality of the MACH Alert FSA system. The ATP has been designed to validate the ability of the system to deliver the designed and contract required system functionality to end users. System functions and features not included within this ATP plan will not be tested. Successful completion of the Field ATP will fulfill the Final Acceptance requirements. The ATP provides a brief description and a list of the tests, which will be executed with end user representatives. The actual Test Procedure sheets will be provided to the end user before the scheduled start of the Field Test. In addition to the functional tests covered in the ATP, the ATP will include site and installation related tests.

Site Inspections and Tests

The following items will be checked to verify the installation quality and configuration of the system Dispatch and Fire Station sites. The site installations should conform to Motorola's R56 Installation Quality Standards where applicable.

1. Equipment inventory and configuration.
2. Dispatch equipment room rack availability, location, and rack layouts.
3. Fire station equipment room SC mounting options and space availability, Ethernet connectivity, lighting controls, PA amplifier interface, and audio connection to the end user provided voice radio.
4. 120 V electrical power source.
5. Grounding and bonding.
6. AIC and Server interfaces with CAD.
7. The Radio Dispatch Console system browser thin client interface to the FSA Server.

System Performance and Verification Tests

¹ This document describes a general Acceptance Test Plan for the *MACH Alert* Fire Station Alerting and Automation (FSA) solution and is not project specific. The project specific ATP will be developed during the Detailed Design Review (DDR) phase of the project.

System Performance and Verification testing is performed during the Field Acceptance Test phase and is designed to verify the performance / operation of the FSA subsystems and site installations as outlined in this ATP. System Performance and Verification Tests will be completed for the following:

1. Network equipment and interfaces.
2. Dispatch center equipment and software.
3. End-to-end FSA station alerting.

FSA System Functional Tests

Functional Testing is included in Field Testing phases and is designed to verify the required FSA system functionality and features.

Section 4

Service/Warranty

Motorola's standard 1 year warranty applies to all Motorola equipment.

Motorola has included the option to purchase Mach Alert's extended Hardware and Software support warranty. This pricing can be found in Section 5 - Pricing Summary. The pricing for these services is broken out depending on which additional MA options the City elects to purchase.

Pricing Summary

Motorola is pleased to provide the following equipment and services to the City of Tarpon Springs Fire Rescue:

Description	Price (\$)
Equipment	\$51,087
Implementation and Warranty Services	\$43,255.71
Subtotal	\$94,343.71
System Discount	-\$6,000.00
Total System	\$88,343.71

Warranty for Yrs. 2-5 available upon request

Optional: Description	Price (\$)
Warranty Year 2	TBD
Warranty Year 3	TBD
Warranty Year 4	TBD
Warranty Year 5	TBD

This pricing is valid through October 18, 2025.

Pricing for optional items is valid only at time of original purchase. If the City of Tarpon Springs Fire Rescue elects to purchase these at a later date, pricing will be subject to renegotiation.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. **50% of the System Price due upon contract execution (due upon effective date); and**
2. **50% of the System Price due upon Final Acceptance.**

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

Section 6

Contractual Documentation

The products and services shall be provided under the terms and conditions of the State of Florida Alternative Contract Source (ACS) 43190000-22-NASPO-ACS-1 contract and NASPO 00318 contract.



**Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS**

**For
Public Safety Communications Products, Services, and Solutions**

This Alternate Contract Source No. 43190000-22-NASPO-ACS, Public Safety Communications Products, Services, and Solutions (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Motorola Solutions, Inc. (Contractor), located at 500 W Monroe Street Suite 4400, Chicago, IL 6661-3781 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract.

WHEREAS, the State of Washington, competitively procured public safety communication products, services, and solutions and executed Master Agreement 00318, (Master Agreement), with the Contractor;

WHEREAS, the Secretary of Management Services has evaluated the Master Agreement and determined that use of the Master Agreement is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Agreement became effective January 1, 2022, and its term currently ends on December 31, 2026. The Master Agreement has two years of renewals available. The Contract will become effective on the date signed by all Parties. The Contract will expire on December 31, 2026, unless terminated earlier or renewed in accordance with Exhibit A or Exhibit B, Special Contract Conditions, as applicable.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, C, and this Contract document constitute the Participating Addendum to the Master Agreement and modify or supplement the terms and conditions of the Master Agreement. All exhibits listed below are incorporated by reference

**Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions**

into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: Price Sheet
- e) Exhibit D: Master Agreement (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation. The lack of a comparable Florida law does not limit the effectiveness of any provision in the Master Agreement except to the extent the provision conflicts with this Contract.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:

Andrew Chyterbok
Motorola Solutions, Inc.
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781
Tel: (360) 409-3223
andrew.chyterbok@motorolasolutions.com

Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

MOTOROLA SOLUTIONS, INC.

DocuSigned by:



Name: Danny Sanchez

Title: Territory Vice President

2/28/2022 | 5:03 PM EST

Date:

DEPARTMENT OF MANAGEMENT SERVICES



J. Todd Inman, Secretary

3/8/2022

Date:



Memorandum

Date: October 28, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 260007-N-AS, YSI Instrumentation, Parts, and Service (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Andrew Jones Chief Wastewater Plant Operator**)

Recommendation

Award File No. 260007-N-AS, Single Source Purchase of YSI Instrumentation, Parts, and Service to CL2 Solutions, LLC, for a one (1) year period effective from the date of approval, in an estimated amount not to exceed \$29,000, for the Public Services Department – Advanced Wastewater Treatment Facility.

Background

Since 2018, AWTF standardized to YSI instrumentation products for the majority of its online water quality monitoring, with the purpose of having instruments, parts, and services readily available to ensure the proper function of the wastewater treatment process and minimize downtime associated with emergency repairs. This equipment is used to continuously monitor dissolved oxygen, suspended solids, pH, ammonia, nitrate, turbidity, and sludge blanket depths. The purpose of this contract is to furnish and deliver as needed YSI instrumentation, parts, and service used by AWTF for FDEP regulatory compliance reporting and to communicate with the onsite SCADA system to provide timely alarm notifications and ensure proper function of the wastewater treatment process (see attached memo). CL2 Solutions LLC is the exclusive sales and service representative for YSI IQ SensorNet process monitoring equipment and YSI, Inc., products, sales, and service in the municipal wastewater and industrial water markets within the State of Florida.

Funding

FY26 budget; account nos. 402-4603-536-4600/5200 - AWTF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: September 19, 2025

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director 
Raymond Page, Utilities Superintendent

From: Robert Marcincuk, Wastewater Division Manager
Andrew Jones, Chief Wastewater Plant Operator

Subject: Authorize as needed purchases of YSI parts and services from CL2 Solutions, LLC.

Recommendation

Authorize as needed purchase of equipment, parts, supplies, and training services for YSI instrumentation equipment by the advanced wastewater treatment facility (AWTF) through the local sole source representative CL2 Solutions, LLC in the amount not to exceed \$29,000.00.

Background

Since the 2018 competitive bid process, City's AWTF has standardized to YSI instrumentation products for the majority of online water quality monitoring. This equipment is currently utilized for continuously monitoring dissolved oxygen, suspended solids, pH, ammonia, nitrate, turbidity and sludge blanket depths. Instruments are used for FDEP regulatory compliance reporting and communicate with the onsite SCADA system to provide timely alarm notifications.

CL2 Solutions, LLC of Florida is the local sole-source distributor for the YSI instrumentation products. Staff's goal is to have instruments, parts, and services available to ensure the proper function of the wastewater treatment process, maintain regulatory compliance and minimize process downtime and costs associated with emergency repairs.

Funding

Funds have been budgeted in FY 2026 accounts 402-4603-536-4600 and 402-4603-536-5200.

YSI Incorporated

1725 Brannum Lane, Yellow Springs, OH 45387
Tel +1.937.767.7241 Fax +1.937.767.9353

September 18th, 2025

To whom it may concern,

CL2 Solutions, LLC., is the sole source of YSI IQ SensorNet process monitoring equipment for products, service, and installation in the state of Florida & Georgia. In addition, CL2 Solutions, LLC. is the exclusive YSI, Inc., Xylem Analytics, and MJK sales & service representative in municipal wastewater, industrial wastewater, and municipal drinking water markets within the geographical area of Florida, & Georgia.

CL2 Solutions, LLC's corporate contact information follows:

CL2 Solutions, LLC
2020 Heartland Cir.
Valrico, FL. 33594
jason@cl2solutions.com
Cell: (813) 629-2720

Please don't hesitate to contact me if you have any questions.

Best regards,

Benjamin Barker

Benjamin Barker
Regional Sales Manager; Southeast US
Xylem Analytics
1725 Brannum Lane
Yellow Springs, OH 45387
M: +1.937.505.7477 O: +1.937.767.7241 x317
benjamin.barker@xylem.com



Memorandum

Date: October 28, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 250056-C-AS, Temporary Office Trailer Lease (**Chris Cotta Public Works Director, Brandon Crum, Facilities Management Superintendent, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 250056-C-AS, Temporary Office Trailer Lease, utilizing Omnia Partners Contract No. R210503 with William Scotsman (Willscot) for the temporary use of an office trailer for the City's Marina from the amount of \$24,500 to \$29,500, an increase of \$5,000 for the Public Works Department – Marina Division.

Background

On November 4, 2024, the contract was administratively approved in the amount of \$21,184. On July 10, 2025, the contract was extended for an additional six (6) months with an estimated not-to-exceed amount of \$24,500. The City continued using the trailer beyond the planned six-month extension, during which the trailer sustained minor damage while on City property. The requested increase in funds will cover outstanding vendor invoices delayed due to an invoicing backlog following recent storms and incidentals due to the damage. The purpose of this contract was to furnish, deliver, and install a temporary office trailer at the City's marina after Hurricane Helene destroyed the existing marina office. The temporary trailer provided essential workspace until permanent repairs could be completed (see attached memo).

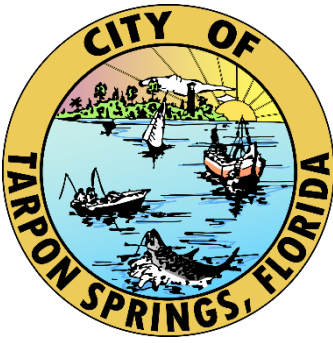
Competitive pricing was achieved through the use of Omnia Partners Contract No. R210503 and was deemed fair and reasonable. Omnia Partners has renewed this contract with William Scotsman for an additional year, with a new expiration date of September 30, 2026.

Funding

Account No. 405-1006-543.64-00, Project No. SD0030

Strategic Plan Objective

N/A



CITY OF TARPON SPRINGS
Public Works Department

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

To: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director

Through: Chris Cotta, Public Works Director *Chris Cotta*

From: Brandon Crum, Facilities Management Superintendent

Date: October 15, 2025

Subject: Increase Funding For File No. 250056-C-AS, Temporary Office Trailer Lease, Utilizing OMNIA Partners Contract #R210503

Recommendation:

Increase Funding for File No. 250056-C-AS Temporary Office Trailer Lease, utilizing OMNIA Partners Contract No. R210503 with William Schotsman, Inc., d/b/a Willscot, for the temporary use of an office trailer for the City's Marina from the initial amount of \$24,500 to \$29,500, an increase of \$5,000. The City had use of the trailer beyond the original planned six-month agreement, and the trailer also sustained a small amount of damage while on City property.

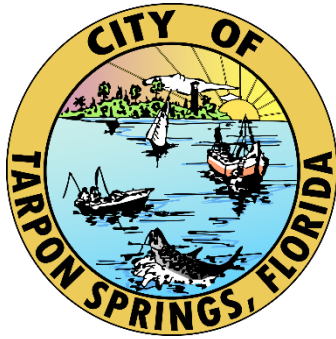
Background:

The purpose of this contract was to furnish, deliver, and install a temporary office trailer for six (6) months at the City's marina. Hurricane Helene destroyed the City's marina office. Utilization of a temporary office space was needed until repairs were completed. The trailer has been removed; however, invoices are still being submitted from the vendor. The additional funds will allow for these invoices to be paid.

Competitive pricing was achieved through the use of the OMNIA Partners Contract (R210503) and therefore deemed fair and reasonable. Omnia Partners has renewed this contract with Williams Scotsman for an additional year, with a new expiration date of September 30, 2026.

Funding:

Account no. 405-1006-543.6400, project No. SD0030 (Hurricane Helene).



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

MEMORANDUM

TO: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Patty Hall, CPPB, Senior Procurement Analyst
DATE: 7/10/2025
SUBJECT: Administrative Approval to Amend File No. 250056-C-AS, Temporary Office Trailer Lease, Utilizing OMNIA Partners Contract #R210503

RECOMMENDATION:

Amend File No. 250056-C-AS, Temporary Office Trailer Lease, utilizing OMNIA Partners Contract No. R210503 with William Scotsman, Inc., d/b/a Willscot from a period of six (6) months effective from the date of installation to a period of twelve (12) months, and further increase the estimated not to exceed amount to \$24,500, an increase of \$3,316, for the Public Works Department – Marina Division.

BACKGROUND:

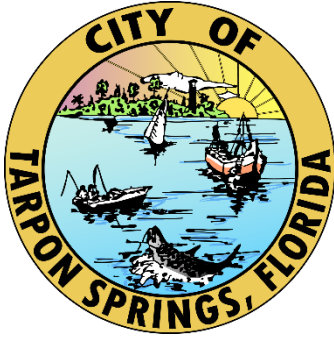
The purpose of this contract was to furnish, deliver, and install a temporary office trailer for six (6) months at the City's marina. Hurricane Helene destroyed the City's marina office. Utilization of a temporary office space was needed until repairs were completed. The trailer has been removed; however, invoices are still being submitted from the vendor. The additional funds and time extension will allow for these invoices to be paid.

Competitive pricing was achieved through the use of the OMNIA Partners Contract (R210503) and therefore deemed fair and reasonable. Omnia Partners has renewed this contract with Williams Scotsman for an additional year, with a new expiration date of September 30, 2026.

Funding for the lease was approved under FY25 budget, account no. 405-1006-543.6400, project No. SD0030 (Hurricane Helene).

Approved: Janina Lewis
Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Date of Approval: 07/10/2025



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst
DATE: 11/04/2024
SUBJECT: Administrative Approval to Award File No. 250056-C-AS, Temporary Office Trailer Lease, Utilizing OMNIA Partners Contract #R210503

RECOMMENDATION:

Award File No. 250056-C-AS, Temporary Office Trailer Lease, utilizing OMNIA Partners Contract No. R210503 with William Scotsman, Inc., d/b/a Willscot for a period of six (6) months, effective from the date of installation, in an estimated amount not to exceed \$21,184, for the Public Works Department – Marina Division.

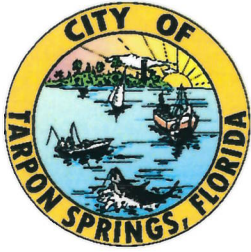
BACKGROUND:

The purpose of this contract is to furnish, deliver, and install a temporary office trailer for six (6) months at the City's marina. Hurricane Helene destroyed the City's marina office. Utilization of a temporary office space is needed until repairs are completed. The requested amount also includes removal of the temporary office at the end of the lease term. Competitive pricing was achieved through use of the OMNIA Partners Contract (R210503) and therefore, deemed fair and reasonable.

Funding for the lease was approved under FY25 budget, account no. 405-1006-543.6400, project no. SD0030 (Hurricane Helene).

Approved: Janina Lewis
Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Date of Approval: 11/04/2024



**Public Works Department
Office of the Director**

Thomas Funcheon
Public Works Director

To: Janina Lewis, Procurement Services Director
From: Tom Funcheon, Public Works Director 
Date: November 11th, 2024
Re: Authorization to Lease Office Trailer for City Marina

RECOMMENDATION:

Authorize a contract utilizing OMNIA Partners Contract #R210503 with William Scotsman Inc., d/b/a Willscot, to furnish, deliver, and install an office trailer for a period of six (6) months, effective from the date of installation, in an estimated amount not to exceed \$21,184 for the City's Marina and Chamber of Commerce office.

BACKGROUND:

The City's Marina was destroyed by Hurricane Helene. The City needs to use a temporary office space until the repairs can be made. The requested authorization amount also includes removal of the office at the end of the lease term. Competitive pricing was achieved through use of the OMNIA Partners contract and therefore, deemed fair and reasonable.

Funding for the rental will be under FY 25 budget, account #405-1006-543.6400 Project Number SD0030.



Your Sales Representative
Chris Ahr
(813) 376-8027
christopher.ahr@willscot.com

Agreement Number: Q-1909370
Revision: 3
Date: 11/1/2024
Expiration Date: 12/1/2024

Master Lease Order

Lessee:0010436825
CITY OF TARPON SPRINGS
324 EAST PINE ST
TARPON SPRINGS, FL 34689

Contact:
Brandon Crum
325 Pine Street
Tarpon Springs, FL 34689, US
Phone: (727) 938-3711
Email: bcrum@ctsfl.us

Ship To Address:
100 Dodecanese Blvd
Tarpon Springs, FL 34689, US
Estimated Delivery Date :11/15/2024

Rental Pricing Per Billing Cycle	Quantity	Price	Extended
Single Story - 40'x8' Flex	1	\$ 1,250.00	\$ 1,250.00
Personal Property Expense	1	\$ 62.50	\$ 62.50
Basic Workstation Package	4	\$ 50.00	\$ 200.00
Restroom - ADA/IBC	1	\$ 25.00	\$ 25.00
Loss Damage Waiver (8)	2	\$ 87.00	\$ 174.00
ADA/IBC Steps	1	\$ 100.00	\$ 100.00
ADA/IBC Ramp - 30ft & Less	1	\$ 375.00	\$ 375.00

Minimum Lease Billing Period: 6

Billing Cycle : 28 days

Total Recurring Building Charges: \$ 1,250.00

Subtotal of Other Recurring Charges: \$ 936.50

Total Recurring Charges Per Billing Cycle: \$ 2,186.50

Estimated Delivery And Installation

Ramp - Knockdown & Return	1	\$ 500.00	\$ 500.00
Return - 8' wide Flatbed	2	\$ 375.00	\$ 750.00
Essentials Delivery Charge	1	\$ 100.00	\$ 100.00
Standard Flex Complex Setup and Anchor	1	\$ 2,280.00	\$ 2,280.00
Standard Flex Complex Knockdown	1	\$ 1,440.00	\$ 1,440.00
Special Equip required for installation	1	\$ 2,200.00	\$ 2,200.00
Special Equip required for removal	1	\$ 2,200.00	\$ 2,200.00
Fuel Surcharge Delivery	2	\$ 86.25	\$ 172.50
Fuel Surcharge Return	2	\$ 86.25	\$ 172.50
Ramp - Delivery & Installation	1	\$ 500.00	\$ 500.00
Delivery - 8' wide Flatbed	2	\$ 375.00	\$ 750.00
Total Delivery and Installation Charges:			\$ 11,065.00

Estimated Final Return Charges*

Due On Final Invoice*: \$ 0.00

Total Including Recurring Billing Charges, Delivery, Installation and Return: \$ 24,184.00**

Scope Of Work

Per OMNIA agreement R210503 and terms and conditions dated 8/1/15 rev 10/17/19 and no other terms shall apply.

Summary of Charges

Model: Single Story - 40'x8' Flex	Quantity: 1	Total Charges for (1) Building(s): \$ 24,184.00
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Your Sales Representative
Chris Ahr
(813) 376-8027
christopher.ahr@willscot.com

Agreement Number: Q-1909370
Revision: 3
Date: 11/1/2024
Expiration Date: 12/1/2024

Billing & Payment Terms

1. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure its performance of this Lease. Advance payments may include initial, final and/or recurring charges and will be applied to applicable invoices. Lessor reserves the right to charge an administrative fee for special billing requests.
2. Invoices will be generated on a 28 Day Billing Cycle, in advance, with payment due no later than Net 10 Days after invoice issuance.
3. AMOUNTS UNPAID WHEN DUE SHALL BE CHARGED INTEREST OF UP TO 1½% PER BILLING CYCLE OF THE UNPAID AMOUNT FOR THE PERIOD UNPAID, AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.
4. Initial Invoice Charges may include first and last Billing Cycle charges, delivery and installation charges, estimated charges for pick-up, teardown and Equipment removal, as well as any fuel surcharges. Final charges for pick-up, teardown and Equipment removal will be finalized at the time of pick-up based on existing site conditions. Upon the expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate, pick-up, teardown, removal, fuel surcharges and/or other charges.
5. The Initial Invoice will be issued on the earlier of the confirmation date or Delivery Date. In the event Lessee requests a delay to the delivery, as agreed to in the Confirmation, the Initial Invoice will be issued solely for the Equipment lease charges and a Storage Fee equal to 50% of the Lease, and all remaining Initial Invoice Charges will be invoiced on the Delivery Date. Lessee agrees that upon Termination prior to the Minimum Lease Term, Lessee shall pay the remaining payments for the unfulfilled Minimum Lease Term, and any applicable charges related to the Equipment, plus all return charges.

Optional Insurance and Optional Coverage

General Liability Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Customer elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts, subject to policy exclusions, that Lessee is legally obligated to pay due to bodily injury and property damage arising from the use and occupancy of Equipment leased from Lessor up to the policy limits. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Loss Damage

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Loss Damage Waiver Program. Lessee understands and agrees that under this program and subject to any exclusions, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability for repair or replacement of the Equipment leased from Lessor resulting in loss or damage. Please refer to the LOSS DAMAGE WAIVER PROGRAM ADDENDUM for specific details on coverage, exclusions and restrictions on coverage. The Loss Damage Waiver is not and shall not constitute a contract for insurance.

Contents Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Contents Insurance Coverage Program, whereby Lessee will receive insurance coverage through Airpark Insurance ("Insurer") and administered by Falvey Insurance Group, Ltd. ("Falvey") as Managing General Agent of those Interested Underwriters at Lloyd's, London ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party property policy that, subject to policy exclusions, provides comprehensive contents coverage and adds an additional layer of protection for the stored contents up to the selected limit of coverage. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Terms & Conditions

Lessee hereby acknowledges and agrees to be bound by the Master Equipment Lease Agreement dated [1/16/2024] between the Lessee and Lessor in its entirety, which is incorporated herein by reference, and Lessee agrees to Lease the Equipment from Lessor subject to the terms therein.

Acceptance and Authority

Lessee represents and warrants they have the authority to agree to the terms and conditions stated in this Agreement by (1) signing this document, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable means methods and, by doing so, this Agreement shall become legally binding. Lessor will consider the Order rejected if changes have been made to the Order by Lessee.

Lessee: CITY OF TARPON SPRINGS

Signature:	Date:
Print Name:	Title:
PO#:	



To: Jessica Goforth
Contract Manager

From: Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

Date: June 29, 2021

Subject: Approval of Contract Award

Per official action taken by the Board of Directors of Region 4 Education Service Center (ESC) on June 29, 2021, the following contracts were approved as presented:

➤ **Modular Buildings, Portable Storage, and Relocatable Walkways**

- Hunter Kneppshield Company Inc.
- TSG Industries
- WILLIAMS SCOTSMAN, INC.

Contract is effective October 1, 2021. If you have any questions, please let me know.



To: Board of Directors
From: Robert Zingelmann
Date: June 29, 2021
Subject: Recommendation of Contract Award

Region 4 ESC held a RFP opening on June 29, 2021 for RFP #21-05 for **Modular Buildings, Portable Storage, and Relocatable Walkways**. There were six (6) proposals submitted:

- Hunter Knepshield Company Inc.
- Nadler Mobile, LLC
- HYDRO EXTRUSION USA LLC dba REDD TEAM OPERATIONS
- Satellite Shelters, Inc.
- TSG Industries
- WILLIAMS SCOTSMAN, INC.

After careful review of all proposals, the Evaluation Team has determined that three (3) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

CONSIDERATION

Award of annual contract in compliance with the bid laws of the State of Texas is recommended.

RECOMMENDATION

The Evaluation Team recommends the following companies for award based on their response:

Contract	Vendor	Term of Contract
Modular Buildings, Portable Storage, and Relocatable Walkways	Hunter Knepshield Company Inc. TSG Industries WILLIAMS SCOTSMAN, INC.	Three (3) years with option of two (2) one-year renewals

Support documentation has been attached for your reference.

Enclosure: Bid Tab Summary



To: Dr. Pam Wells
Executive Director

From: Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

Date: June 29, 2021

Re: Modular Buildings, Portable Storage, and Relocatable Walkways; RFP # 21-05

The Evaluation Committee has reviewed the responses and recommend that the following companies be awarded:

- Hunter Kneppshield Company Inc.
- TSG Industries
- Williams Scotsman, Inc.

The recommended vendors submitted offers that were determined to be most advantageous to OMNIA Partners, Public Sector members, based upon the bid tabulation. All the recommended respondents were determined to be competitively priced and strong for the specified services outlined in the RFP.

We believe all recommended vendors demonstrate the ability to provide and perform the services requested in the proposal. We will monitor their performance and determine at the end of each year if they are eligible for renewal with each new term.

This multiple award is recommended as most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of OMNIA Partners, Public Sector members. In order to serve the entire nation, a multiple award is recommended to provide any governmental agency with complete coverage of commodities, services and any other offering within the scope of proposal.

Please let me know if you have any questions.



July 13, 2021

Mr. Brandon C. Graf
brandon.graf@willscot.com
VP – Strategic Accounts and Business Development
WILLIAMS SCOTSMAN, INC.
901 South Bond Street, Suite 600
Baltimore, MD 21231

Re: Award of Contract #R210503

Dear Mr. Graf:

Per official action taken by the Board of Directors of Region 4 Education Service Center on June 29, 2021, we are pleased to announce that WILLIAMS SCOTSMAN, INC. has been awarded an annual contract for the following, based on the sealed proposal (RFP #21-05) submitted on March 30, 2021:

Commodity/Service

Modular Buildings, Portable Storage, and Relocatable Walkways

Supplier

WILLIAMS SCOTSMAN, INC.

This contract is effective October 1, 2021 and will expire on September 30, 2024. As indicated above, your contract # is R210503. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and WILLIAMS SCOTSMAN, INC.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Jessica Goforth, the Contract Manager assigned to your contract, at (210) 729-0281 or jessica.goforth@omniapartners.com.

Sincerely,

DocuSigned by:



30EE15BFEF1C4C6...
Robert Zingelmann

Chief Financial Officer, Finance and Operations Services



Memorandum

Date: October 28, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260011-C-PH, Custodial Supplies and Equipment (**Chris Cotta Public Works Director, Brandon Crum Facility Management Superintendent, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260011-C-PH, Custodial Supplies and Equipment, utilizing the School District of Osceola County Invitation to Bid No. SDOC-26-B-005-LV with Batteriesource LLC, Cypress Supply Inc., GEM Supply Company, Interboro Packaging Corporation, and WB Mason Co. in an estimated annual amount not to exceed \$50,000.00 for the period of November 1, 2025 through September 8, 2028 for the Public Works Department – Facilities Maintenance Division.

Background

On September 9, 2025, the School District of Osceola County awarded a contract for Custodial Supplies and Equipment to the five (5) firms listed above. The purpose of this contract is to provide custodial supplies to be used City-wide (see attached memo). The term of this contract is for a three (3) year period with an additional two (2) year renewal periods.

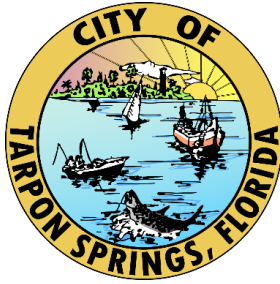
The School District of Osceola County is a competitively bid cooperative contract which includes a provision for other governmental agencies to utilize this contract.

Funding

Funding will be identified at the time orders are placed.

Strategic Plan Objective

N/A



**Public Works Department
Office of the Director**

To: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director

Through: Chris Cotta, Public Works Director *Chris Cotta*

From: Brandon Crum, Facility Management Superintendent

Date: October 20, 2025

Subject: Award File No. 260011-C-PH, Custodial Supplies and Equipment

Recommendation:

Award File No. 260011-C-PH, Custodial Supplies and Equipment, with Batteriesource LLC, Cypress Supply Inc., Gem Supply Company, Interboro Packaging Corporation, and WB Mason Co. in the estimated annual amount of \$50,000 for paper products and custodial items for the period of November 1, 2025 through September 8, 2028.

Background:

The purpose of this contract is to provide custodial supplies and equipment for the City's facilities. Pricing is based on a percentage of on-line catalog pricing.



THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

**Purchasing Department
817 Bill Beck Boulevard, Building 2000
Kissimmee, FL 34744**

INVITATION TO BID

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

SDOC-26-B-005-LV Custodial Supplies & Equipment Percentage % off Catalog Discount Bid

ALL BIDS DUE BY: Tuesday, August 12, 2025, by 2:00 P.M.

NOTE: BIDS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.

PRE-BID MEETING VIRTUAL: (Non-Mandatory) Tuesday, July 15, 2025, at 9:00 AM access through Microsoft Teams meeting [\[link\]](#).

PURCHASING CONTACT: Loni VanBenthuisen
Phone: 407-870-4626
Email: loni.vanbenthuisen@osceolaschools.net

1.0 PURPOSE & OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids for Custodial Supplies & Equipment Percentage % off Catalog Discount Bid.

2.0 SCOPE OF GOODS AND/OR SERVICES AND APPLICABLE SPECIFICATIONS

This Specification establishes the minimum requirements for this solicitation, listed and described in the body of these specifications, to be used as noted, by The School Board of Osceola County, FL.

The intent of this bid is to establish a contract where the successful Bidder shall guarantee firm percentage % off catalog discount prices for the item(s) awarded to him as specified in this bid.

2.01 CATALOG BID

A. CATALOG WITH BID

All Bidders must submit a web site address or furnish an electronic price list to be used under this contract with their bid submittal.

B. CATALOGS TO SDOC LOCATIONS

Awarded Bidder(s) shall furnish the electronic information of the same catalog (s) as presented with the bid to all schools and departments within the School Board. A list of locations will be supplied to awarded Bidder(s). Catalog dispersal is a responsibility of the awarded Bidder, not the School Board.

C. CATALOGS UPDATED ANNUALLY

Each year as catalogs are updated, the awarded Bidder(s) shall notify all schools and departments of the changes. Prior to the release of catalog updates, awarded Bidder(s) must contact the Purchasing Department to obtain a current list of locations, contacts, and to establish new catalog effective date. Catalog information dispersal is a responsibility of the awarded Bidder(s), not the School Board.

D. ELECTRONIC CATALOGS

The School Board prefers to use a web-based version of catalogs; however, prices must be configured with the discount already taken. Online ordering may use the School Board's Purchasing Card Program.

E. UPDATING OF CATALOGS

Bid pricing will be held to the current catalog in use by all schools and departments. Price increases will not be allowed until a new catalog has been approved by the designated buyer in the Purchasing Department. Once approved, it will be the awarded Bidder's responsibility to distribute information of updates to each school and department utilizing this bid. Booklets and pricers used to adjust catalog pricing will not be acceptable. As catalogs require updates, it is the awarded Bidder's responsibility to have the following:

- Catalog updates must be approved by the designated buyer in the Purchasing Department before effective date and distribution to the rest of the schools/departments.
- Distribute catalog updates to all schools and departments with notice explaining new pricing, before effective date.
- Establish effective date with buyer after the requirements above have been met.

Any price discrepancies, which occur as a result of the awarded Bidder not following the above guidelines, must be honored by the awarded Bidder.

F. NEW ITEMS

New items appearing in the awarded Bidder's catalog released after the bid opening date are to be covered by this bid as if these items were originally included in the catalog(s) submitted with the bid.

G. TRAINING

The awarded Bidder(s) must be willing to offer training and support for schools and departments as needed. Training may include but not be limited to company introduction, setting up new users for online ordering, and review of catalog bid discounts.

3.0 SPECIAL TERMS & CONDITIONS

3.01 AWARD TERM

The School Board's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent(s) shall be awarded a contract for an initial three (3) year term with up to one (1) optional two (2) year renewal period starting on October 1, 2025.

The award term recommendation will be that which is determined to be in the best interest of the School Board. All renewals will be contingent upon mutual written agreement and, when applicable, approval of the School Board.

3.02 BID CLOSING DATE

Bids must be received by The School District of Osceola County Purchasing Department through VendorLink at <https://vendorlink.osceola.org> no later than **2:00 p.m., eastern time, on Tuesday, August 12, 2025**. Bids received after this time will not be considered.

3.03 TENTATIVE SCHEDULE

July 1, 2025 Invitation to Bid Available
July 15, 2025 Pre-Bid Conference
July 16, 2025 Deadline for Questions
July 21, 2025 Deadline for Addendum
August 12, 2025 Bid Closing Date
September 9, 2025 Planned Award Date

3.04 PRE-BID MEETING

- A. A pre-bid meeting will be held Virtually through Microsoft Teams meeting [\[link\]](#) at **9:00 AM, local time Tuesday, July 15, 2025**. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. Individuals covered by the American with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings should contact the School Board's Purchasing Department, Kissimmee, Florida, (407) 870-4625 at least five (5) days prior to the date.

3.05 QUESTIONS CONCERNING ITB

All questions concerning this solicitation must be submitted no later than the date and time specified in Section 3.03 Tentative Schedule and as listed on VendorLink. Please direct all inquiries concerning this solicitation online via VendorLink at <https://vendorlink.osceola.org> by viewing bid details and clicking on "Ask a Question". Bidders submitting questions by phone, email or other means will be directed to post their question(s) online at <https://vendorlink.osceola.org>.

3.06 PUBLIC BID OPENING

- A. The Bids will not be available for public records request until a notice of intended decision is issued or thirty (30) days after bid opening date, whichever is earlier. (Florida Statute 119.071 (1) (b)).
- B. The Bidder List will be available at <https://vendorlink.osceola.org> at time of Bid opening.
- D. Individuals that would like to hear the names of Bidders read aloud during the official Bid opening may access the electronic meeting via Microsoft Teams at the following web [\[link\]](#)

3.07 ELECTRONIC BID SUBMITTAL

Bidder shall submit all documents pertaining to this ITB electronically through VendorLink at <https://vendorlink.osceola.org>. Contact VendorLink technical support at support@evendorlink.com if technical difficulties arise during submission.

- A. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document Format (.pdf), or .ZIP file formats.
- B. Enable Printing on all files submitted.
- C. All required documents must be fully filled out and signed by an official who is authorized to legally bind the Bidder on all solicitation specifications.
- D. Clearly identify each part of the submission.
- E. Terms and Conditions submitted by Bidder which differ from those in this solicitation may be cause for disqualification of the Bid.

3.08 DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this bid. (Responsive)
- B. The greatest benefits to the School Board as it pertains to: (Responsible)
 - 1. Total Cost.
 - 2. Delivery.
 - 3. Past Performance. In order to evaluate past performance, all Bidders are required to submit:
 - a. A list of references with the bid and;
 - b. A list of relevant projects completed within the last 3 years that are the same or similar to the magnitude of this ITB.
 - 4. All technical specifications associated with this bid.
 - 5. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.
 - 6. Current Certificate of Insurance or proof of insurability in the amounts indicated.
 - 7. Evidence of compliance with SBE/VBE participation goals or evidence of good faith efforts as outlined in **Paragraph 3.16**.
 - 8. **Current Catalog with published prices you're bidding, hard copy or electronic copy saved to a USB flash drive**
 - 9. **Electronic Catalog Online Ordering (if available) provide website, assign generic username and password (for Purchasing to check online catalog).**

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest, responsive, responsible, Bidder whose bid represents the best overall value to the School Board when considering all evaluation factors.

3.09 DISCOUNT ADJUSTMENTS

Unless a change is deemed to be in the best interest of the School Board, there will be no discount adjustments allowed during the contract period. The discounts submitted on the Price Sheet shall remain firm throughout the contract period. Bidders are encouraged to consider this requirement when offering discounts.

3.10 NEW ITEMS AND/OR OPTIONS

Upon approval of Purchasing, new items and/or options may be included in this bid if they are standard items and/or options for this commodity. Items inadvertently left off the price sheet may be viewed as an option not known to exist at the time this solicitation was sent out but are now available as an additional option. Awarded Bidder(s) wishing to provide additional options, may attach to their price sheet their list of options which are currently available. Since these products will be made to order on an as needed basis, each purchase could vary greatly since many will be site specific. As market changes occur the awarded Bidder(s) may contact Purchasing about additional options.

3.11 DELIVERY TERMS

A. DELIVERY TIME

Orders shall be placed as needed and delivery shall be completed within seventy-two (72) hours after order is placed, to any School Board location in Osceola County.

B. DELIVERY CHARGES

Bid price must include all delivery charges.

C. HOURS OF DELIVERY

Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and Warehouse Services are closed.

D. NOTIFICATION OF DELIVERY

The School Board Representative listed on each Purchase Order must be notified at least twenty-four (24) hours in advance of delivery, to ensure School/Department Bookkeeper or their designated custodial staff are on-hand to receive orders.

E. MINIMUM ORDERS

If a Bidder wishes to set a minimum order dollar amount, they must do so by indicating the dollar amount in the space provided on the Price Sheet. Failure to specify will be considered no minimum dollar amount.

F. F.O.B. POINT

The F.O.B. point for this contract and for all purchases made under it shall be as specified by the using school/department (in accordance with the Bid Submittal Form), in the School Board. Delivery will not be complete until the using school/department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering school/department. All disputes shall be between the seller/Bidder and the carrier.

3.12 BIDDER'S RESPONSIBILITY

The Bidder, by submitting a Bid, represents that:

- A. The Bidder understands the ITB in its entirety and that the Bid is made in accordance therewith, and;
- B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the Respondent will rely. If the Bidder receives an award because of its Bid submission, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief, and;
- D. The Bidder will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit, including five (5) years thereafter.

3.13 SAFETY

The Bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Bidder shall take all necessary precautions to ensure all materials provided do not include Asbestos. The Bidder shall indemnify and hold harmless the School Board from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the School Board because of the Bidder, sub-contractor, or supplier's failure to comply with the regulations.

3.14 MATERIAL SAFETY DATA SHEET

In accordance with Chapter 487 of the Florida Statutes, it is the Bidder's responsibility to identify and to provide to the Purchasing and Warehouse Services department and the Office of Environmental Health and Safety a Material Safety Data Sheet for any material, as may apply to this procurement.

3.15 LOCAL BUSINESS TAX RECEIPTS

- A. Any bidder whose permanent business location is in Osceola County must submit with the bid a copy of their Local Business Tax Receipt (formerly known as an "Occupational License") issued to them by the Osceola County Tax Collector.
- B. Any bidder whose permanent business location is in a Florida county other than Osceola County must submit with their bid a copy of their Local Business Tax Receipt issued to them by the tax collector of the county of their permanent business location, unless that county does not collect Local Business Taxes or issue Local Business Tax Receipts.
- C. Any bidder whose permanent business location is in a Florida county other than Osceola County and who already has a Local Business Tax Receipt required to exercise the privilege of engaging in or managing any business, profession, or occupation within Osceola County must submit with their bid a copy of their Local Business Tax Receipt issued to them by the Osceola County Tax Collector.
- D. Any bidder whose permanent business location is within the jurisdiction of a Florida municipality that collects Local Business Tax must submit with their bid a copy of their Local Business Tax Receipt issued to them by that municipality.
- E. Any bidder whose permanent business location is in a state other than Florida must submit with their bid a copy of all licenses or tax receipts required by the state or local government jurisdiction of their permanent business location.
- F. Any bidder whose permanent business location is in a state other than Florida and who already has a Local Business Tax Receipt required to exercise the privilege of engaging in or managing any business, profession, or occupation within Osceola County must submit with their bid a copy of their Local Business Tax Receipt issued to them by the Osceola County Tax Collector.
- G. Because independent contractors are a separate business for purposes of Local Business Tax, any bidder who intends to use independent contractors to fulfill the contract to be awarded under this Invitation To Bid must submit Local Business Tax Receipts for every independent contractor they intend to use according to the criteria outlined in subparagraphs A-F above. In other words, substitute the words "independent contractor" for the word "bidder" in subparagraphs A-F and any independent contractor who falls within the criteria identified must obtain a Local Business Tax Receipt as outlined and the bidder must submit it as outlined.
- H. Any Local Business Tax Receipt submitted as required by this section must list the appropriate business type as closely related as possible to the Title of the Invitation To Bid and the description and scope of work as identified in the Invitation To Bid. If the county or municipality of the bidder's permanent business location does not have a specific category that matches, the Local Business Tax Receipt must list a business type that matches as closely as possible.

3.16 SMALL BUSINESS ENTERPRISE (SBE) AND VETERAN BUSINESS ENTERPRISE (VBE) PROGRAM PARTICIPATION GUIDELINES

A. GOALS

The School Board is committed to increasing the number of qualified small business and veteran-owned Bidders who wish to provide products and services to the School Board. The School Board has established a current SBE/VBE participation goal for this Bid of ten percent

(10%) of the total contract revenues, which may be met with an SBE, a VBE, or a combination of both. All Bidders are encouraged to either meet or exceed the SBE/VBE participation goal or demonstrate good faith efforts to meet such goal.

B. CERTIFICATIONS

Bidders with SBE/VBE ownership must submit valid proof of certification of their own SBE/VBE firm with the bid response from one of the following entities:

- The School District of Osceola County (SBE approval letter)
- Greater Orlando Aviation Authority (Local Developing Business [LDB] approval letter)
- Orange County Public Schools (LDB approval letter)
- The United States Department of Veterans Affairs Center, through the Center for Verification and Evaluation or the United States Small Business Administration (Veteran-Owned Small Business [VOSB] or Service-Disabled Veteran-Owned Small Business [SDVOSB] approval letter)
- The State of Florida Department of Management Services Office of Supplier Diversity (VBE certificate)

Each SBE or VBE firm must have a current certification at the time of the bid opening, and that certification must remain current throughout the duration of the contract.

C. SUBCONTRACTING

If a Bidder subcontracts or enters into a partnership or joint venture with another entity, to meet the SBE/VBE participation goal, the Bidder is required to submit with their bid, SBE/VBE participation information, by completing and signing the SBE/VBE Program Participation Form attached hereto and incorporated herein. Participation is defined as the purchase of products and/or services obtained from SBE/VBE companies. The amount of participation shall be the relative proportion of the value for the amount of materials and/or services obtained from SBE/VBE companies to the total amount of the bid. Firms not committing to subcontracting should indicate this on the form.

With each invoice submitted by the Bidder, as a condition precedent to its entitlement to payment, the Bidder shall also submit a monthly written report to the School Board concerning the status of all payments owed by the Bidder to each SBE/VBE firm. The invoice submitted by the Bidder, as a condition precedent to its entitlement to payment, must be signed and dated by the Bidder's proposed SBE/VBE firm.

D. MEETING GOALS/GOOD FAITH EFFORTS

The School Board shall be the final authority in determining whether a Bidder has met or exceeded the SBE/VBE participation goal or demonstrated good faith efforts to meet such goal. Responsibility for determining the status of SBE and VBE participation by the Bidder shall be with the School Board's Small Business and Veteran Programs Department. After bid responses have been evaluated, the Small Business and Veteran Programs Department will review the submitted documents to determine whether the Bidder has complied with the participation goals contemplated herein. A Bidder may be considered non-responsive and may be rejected, at the sole discretion of the School Board, if the Bidder fails to meet the goal, fails to provide evidence of good faith efforts, and/or fails to provide the required certification documentation.

E. ONGOING OBLIGATIONS TO MEET GOALS

The Bidder must demonstrate to the satisfaction of the Small Business and Veteran Programs Department throughout the term of the contract that the Bidder is complying with the goals for SBE and VBE participation. If at any time after the award of the bid the Bidder determines that they will be unable to comply with the SBE/VBE participation goals, the Bidder may request an evaluation of its good faith efforts by the Small Business and Veteran Programs Department. The Small Business and Veteran Programs Department will analyze to verify whether the Bidder has made diligent, good faith efforts to meet the goals for SBE and/or VBE participation.

For clarification regarding the School Board's SBE or VBE programs, please contact the Small Business and Veteran Programs Department at (407)750-9316. SBE and VBE guidelines may also be accessed at: <https://www.osceolaschools.net/Domain/5744>.

3.17 INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the School Board a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the School Board's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the School Board, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the School Board's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The District, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the District, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the District must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the District's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the District, its officials, employees, and volunteers for all losses or damages. The District requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the District with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the District a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the District with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The District reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The District shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The District shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

The School District of Osceola County

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the School Board as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the School Board, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the School Board, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the School Board, or until this Agreement is terminated, whichever is later. Any lapse in coverage

shall be considered breach of contract. In addition, Contractor must provide to the School Board confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The School Board reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the School Board's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

3.18 LABELING

Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

- A. Name of item.
- B. Quantity of item contained.
- C. Purchase order number.
- D. Company.

3.19 DAMAGED ITEMS

In the event an item or items is received, and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the awarded Bidder at no cost to the School Board.

3.20 GUARANTEED QUANTITIES (catalog)

No guarantee is given or implied as to the total quantity or dollar value of this bid. The School Board is not obligated to place any order with any awarded Bidder participating in this bid. All schools and departments, however, will be urged to refer to catalogs and discounts of participating Bidders in their attempt to fill their requirements at the lowest net prices.

3.21 METHOD OF ORDERING

Items shall be ordered via individual purchase orders or by Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

3.22 ORDERS

Schools, departments and centers of the School Board will issue purchase orders or place order by Visa purchasing card directly to the awarded Bidder(s) for the purchase of Custodial Supplies. The awarded Bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this solicitation. Each purchase order will be emailed or mailed to the awarded Bidder(s). The order should be reviewed for correct prices, catalog numbers, extensions, etc.

3.23 EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other School Board bid awards or on Florida State Contracts. Items shall be ordered via individual purchase orders or Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or receipts must be submitted for each purchase on Visa purchasing card.

3.24 SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

3.25 STANDARDIZATION OF ITEMS

Some items have been standardized by the School Board's Centralized Custodial Department these items are indicated on the price sheet as "ONLY" along with the Manufacturer's name and part number, allowing no alternate bids. Where there is no Manufacturer, model or part number indicated, just the description, please supply us with the Manufacturer name, model and part number you are bidding along with descriptive literature if required.

3.26 NO DAMAGES FOR DELAY

Bidder is not entitled to any additional compensation or increase in the contract sum for direct, indirect, impact, or any other damages arising because of any hindrance or delays caused by the owner or any other cause whatsoever. Bidder's only remedy for delay, not caused or exacerbated by the Bidder, shall be an extension of time to complete the Bidder's scope of work. Any extension of time shall be granted at the sole discretion of the School Board, and if granted, shall be in the form of additional days added to the contract.

3.27 LITIGATION

Bidders shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than \$25,000.00 or which have been resolved for less than \$25,000.00. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award was for or against the Respondent.

3.28 BANKRUPTCY / INSOLVENCY

At the time of bid submittal, Bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

3.29 PALLETIZE

Shipment(s) must be palletized. Pallets are available for exchange at the time of delivery, if required.

3.30 SAFETY DATA SHEET

In accordance with Chapter 487 of the Florida Statutes, it is the Bidder's responsibility to identify and to provide to the School Board Purchasing Department a Safety Data Sheet for any material, as may apply to this procurement.

3.31 CONTRACT/BIDDER RELATIONSHIP

The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.

Any awarded Bidder shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent contractor the awarded Bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or sub-Bidder's wages or salaries. Benefits for same shall be the responsibility of the Bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The Bidder shall hire, compensate, supervise, and terminate members of its workforce; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent Bidder shall not be provided special space, facilities, or equipment by the School Board to perform any of the duties required by the contract nor shall the School Board pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same.

The independent Bidder shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

3.32 NEW MATERIAL

Unless otherwise provided for in this specification, the Bidder represents and warrants that the goods, materials, supplies, or components offered to the School Board under this Bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the School Board's interest, the Bidder shall so notify the School Board Buyer in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue to the School Board if the Buyer authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

3.33 DEFINITIONS As used in this ITB, the following terms shall have the meanings set forth below:

Bidder: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the School Board to provide the product and/or services set forth herein.

Contract Administrator: The School Board's Director of Purchasing and Warehouse Services or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be in writing and authorized by the Director of Purchasing and Warehouse and/or the School Board Chair.

Contract: The document resulting from this solicitation between the School Board and the Bidder, including this bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor's Project Manager: The Project Manager has responsibility for administering this contract for the successful Bidder(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Warehouse Services for the School District of Osceola County.

Exceptions to Bid: An exception is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the bid.

Local Developing Business (LDB): A business that has been certified as a Local Developing Business (LDB) by the Greater Orlando Aviation Authority (GOAA) or by Orange County Public Schools (OCPS).

Offeror: The term “offeror” used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the School Board in response to this invitation.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Respondent: The term “respondent” used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

School Board: The word School Board refers to the elected officials of the School Board of Osceola County, Florida, its duly authorized representatives, and any school, department, or unit within the School District.

School Board's Authorized Representative: The School Board's Authorized Representative shall have responsibility for the day-to-day administration of the resulting contract for the School Board and will be designated prior to award of the resulting Purchase Order.

School District: The word School District refers to the entity, The School District of Osceola County, Florida.

Small Business Enterprise (SBE): An active operating business that is Domiciled in the State of Florida; that meets the Revenue Limitations and that is owned and controlled by one or more individuals whose personal net worth does not exceed the Net Worth Limitation as defined in School Board Policy 7.701+.

Using Agency: The term “using agency” used herein refers to any school, department, committee, authority, or another unit in the School District using supplies or procuring contractual services as provided for in the Purchasing Department of the School District.

Veteran Business Enterprise (VBE): A business that has been certified by the United States Department of Veterans Affairs, through the Center for Verification and Evaluation (CVE), the United States Small Business Administration (SBA), or by the State of Florida Department of Management Services, through the Office of Supplier Diversity (OSD) as defined in School Board Policy 7.702+.

Definitions listed in the Purchasing Procedures Manual posted on the Purchasing and Warehouse Services website, <https://www.osceolaschools.net/Page/2060> shall be incorporated herein by reference.

End of Section

4.0 SUBMITTAL REQUIREMENTS (Submit in the following order)

- A.** Attachment B - Completed Bidder's Acknowledgement and agreement of the Standard Terms and Conditions.
 - 1. Drug Free Workplace Certification

2. Instruction for Debarment Certification
3. Certification Regarding Debarment
4. Emergency/Storm Related Catastrophe Acknowledgement
5. Notification Regarding Public Entity Crime and Discriminatory Vendor Lists
6. Prohibition Against Contracting with Scrutinized Companies
7. Conflict of Interest
8. Confidential Materials Acknowledgement
9. STATUTORY COMPLIANCE AFFIDAVIT

- B. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**
- C. Completed Attachment C – References Form. List at least three (3) recent references where the proposed product has been used within the past year.
- D. Completed Attachment D - Bid Price Sheet
- E. All vendors, including predecessors or related vendor or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims in excess of twenty-five thousand (25,000) dollars. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, Bidder shall describe the particular circumstances giving rise to the dispute.
- F. All Bidders shall be prepared to supply their most recent financial statement, preferably a certified audit, or their most recent tax return and balance sheet. If submitting financial information that you would like to be classified as "confidential", complete and submit the Non-Disclosure Agreement for Confidential Materials paperwork; herein attached.
- G. Local Business Tax Receipts in accordance with the Section herein addressed.
- H. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and School Board contact person.
- I. The Bidder must submit with his bid the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular workhours and after-hours, weekends, and holidays must be identified.
- J. If a Bidder must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School Board also reserves the right to reject a bid or any Bidder if the bid names a subcontractor who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School Board reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.
- K. Evidence of compliance with SBE/VBE participation goals, which may include valid proof of SBE/VBE certification, completed SBE/VBE Program Participation Form, or evidence of good faith efforts as outlined in Paragraph 3.16 and Attachment F.
- L. **Current Catalog with published prices you're bidding, hard copy or electronic copy saved to a USB flash drive**
- M. **Electronic Catalog Online Ordering (if available) provide website, assign generic username and password (for Purchasing to check online catalog).**

5.0 ATTACHMENTS

Attachment "A" ITB General Terms & Conditions
Attachment "B" ITB Bid Acknowledgement and Standard Terms & Conditions
Attachment "C" References
Attachment "D" Bid Price Sheet
Attachment "E" Bidder's Statement of Principal Place of Business
Attachment "F" SBE VBE Program Participation Form
Attachment "G" Report of Unsatisfactory Materials and/or Service (Example)
Attachment "H" Federal Terms and Conditions



Agenda Item Details

Meeting	Sep 09, 2025 - School Board Meeting @ 5:30pm
Category	10. CONSENT - BUSINESS AND FINANCE
Subject	10.07 Approval of the Bid Award #SDOC-26-B-005-LV, Custodial Supplies & Equipment Percentage % off Catalog Discount Bid
Type	Action (Consent)
Recommended Action	Approval of the Bid Award #SDOC-26-B-005-LV, Custodial Supplies & Equipment Percentage % off Catalog Discount Bid

The above-mentioned solicitation was prepared by Procurement Services at the request of Michael Clark, Coordinator of Centralized Custodial Services. The purpose of this Invitation to Bid is to establish a firm discount for custodial supplies & equipment. Staff recommends awarding this Bid to the following responsive and responsible vendors.

Vendor Name	Location
Batteriesource LLC	Orlando, FL
Cypress Supply Inc.	Longwood, FL
GEM Supply Company	Orlando, FL
Interboro Packaging Corporation	Montgomery, NY
WB Mason Co	Brockton, MA

This Bid is for a three (3) year term, with one (1) optional, two (2) year renewal period.

No Osceola County based Vendors Bid.

Vendors were notified of the Bid on July 1, 2025.

[Evaluated Tab Sheet Without Passwords KR.pdf \(189 KB\)](#)

Motion & Voting

Motion to Approve Consent Agenda Items as submitted.

Motion by Teresa Castillo, second by Bethzaida Garcia.

Final Resolution: Motion Carries

Aye: Teresa Castillo, Bethzaida Garcia, Heather Kahoun, Paula Bronson



Memorandum

Date: October 28, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 250189-N-AS, OVIVO OEM Parts and Service (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 250189-N-AS, Single Source Purchase of OVIVO and Eimco Water Technologies OEM Replacement Parts and Service, with OVIVO USA LLC, effective through June 29, 2026, in a total amount not to exceed \$247,000, an increase of \$223,000, for the Public Services Department – Advanced Wastewater Treatment Facility (AWTF).

Background

On June 4, 2025, the subject contract was administratively approved. AWTF was designed and constructed in 1985 by OVIVO USA LLC, formerly Eimco Water Technologies. There are nine treatment basins within AWTF. The purpose of this contract is to provide as needed OVIVO and Eimco Water Technologies OEM replacement parts and service, which are used in equipment that is imperative to AWTF operations, including the aeration basins, clarifiers, and sand filters. The requested increase is needed to authorize the purchase of seven (7) OEM replacement mixer blades and couplers that were recently identified as having serious deterioration and in need of replacement. The mixing blades deteriorate from continuous operation and abrasives contained in the wastewater; the metal gets thin, and sharp edges develop and accumulate rags which create a serious imbalance to the mixer gearbox. This recently resulted in premature failure of four gearbox assemblies. This equipment is highly specialized and exact match replacement parts are needed to ensure optimum performance and equipment longevity. The couplers are from the original installation and the existing mixer blades were replaced in 2012. The requested authorization includes \$227,000 for the mixer blades and couplers purchase and provides \$20,000 for as needed purchases through the remaining contract term (see attached memo). OVIVO USA LLC is the exclusive manufacturer and seller of all OVIVO and Eimco Water Technologies-brand water and wastewater equipment and parts in the United States.

Funding

Account no. 402-4603-536.6300 project #WS2514 - AWTF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: October 16, 2025
To: Janina Lewis, Procurement Services Director
Through: Thomas Kiger, Public Services Director (TIS)
Raymond Page, Utilities Superintendent
From: Robert Marcincuk, Wastewater Division Manager
Subject: Increase authorization on file No. 250189-N-AS for as-needed single source purchases of OEM components from Ovivo USA, LLC.

Recommendation

Increase existing \$24,000 authorization on File No. 250189-N-AS to an annual amount not to exceed \$247,000 for single source purchase of seven (7) OEM replacement mixer blades and couplers from Ovivo USA, LLC.

Background

The City's Advanced Wastewater Treatment Facility (AWWTF) was designed and constructed in 1985 by Ovivo USA, LLC formerly (Eimco Water Technologies). Ovivo USA, LLC is the sole source supplier for all original EIMCO Water Technologies equipment and parts, and TSC Jacobs is the local authorized sales distributor.

The AWWTF contains nine treatment basins within the facility. Seven of the mixing blades and couplers have been recently identified as having serious deterioration and in need of replacement. The mixing blades deteriorate from continuous operation and abrasives contained in wastewater; the metal gets thin and jagged edges develop and accumulate rags. This accumulation of rags on the blades creates a serious imbalance to the mixer gearbox and recently resulted in premature failure of four gearbox assemblies.

To maintain optimum operation, we must be proactive and replace these worn blades and couplers with OEM replacements to achieve maximum equipment service life and performance. The couplers are from the original installation in 1985 and the existing mixer blades were replaced in 2012. Funding for this project has been allocated from FY25 funds in the FY25 CIP project for aeration basin rehabilitation.

The requested authorization includes \$227,000 to purchase the mixer blades and needed couplers and provides \$20,000 of remaining authorization for as-needed purchases through June 29, 2026 expiration.

Funding

Funds are available in the Wastewater Treatment Facility budget utilizing Project WS2514 in account number 402-4603-536-63.00.



Worldwide Experts in Water Treatment

PROPOSAL

Q2025090402

CITY OF TARPON SPRINGS WASTEWATER TREATMENT PLANT, FL

AREA REPRESENTATIVE

TSC – Jacobs

Austin Moore

Phone : 813-300-7415

Email : AMoore@tscjacobs.com

PREPARED BY

Jesse Bissegger

Phone (385) 226-7492

jesse.bissegger@ovivowater.com

Ovivo USA, LLC

4246 Riverboat Road – Suite 300

Salt Lake City, Utah 84123-2583

DATE: September 18, 2025

TO: City of Tarpon Springs Wastewater Treatment Plant, FL

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the “Products”) on the project indicated above (the “Project”). This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project. Please contact Ovivo’s sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC - Jacobs
11021 Countryway Blvd.
Tampa, FL 33626
USA

Attention: Austin Moore
Telephone: Phone: 813-300-7415
Email: AMoore@tscjacobs.com

PRICING

ITEM	EQUIPMENT	ESTIMATED SHIP DATE	TOTAL PRICE
I	Seven (7): Replacement Steel Components.	11-12 Weeks	\$227,281.00

GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo’s standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser’s acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

ITEM I - CARROUSEL® SYSTEM EQUIPMENT

Ovivo proposes to furnish:

- ❖ Seven (7) Replacement Steel Components.

All mechanism(s) are for installation in the existing Carousel System basins. The design of the proposed mechanisms is based upon Ovivo's standard engineering practices and references the original Ovivo installation serial number Job # 23156.

AERATORS

ITEMS INCLUDED per Aerator:

- One (1) Impeller and shaft assembly. (A36)
- Two (2) Bolt Retainers. (A36)
- Two-plane dynamic balancing of impeller and shaft assembly.
- Assembly bolts. (A325)
- Split Coupling. Cast Iron (ASTM A48, CLASS 40A).
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service as noted in the FIELD SERVICE segment of this proposal.

WEIGHTS:

APPROXIMATE WEIGHT OF HEAVIEST SINGLE COMPONENT: 725 LBS.

ITEMS NOT INCLUDED WITH CARROUSEL SYSTEM (But not limited to the following):

- Installation/Removal.
- Motor Disconnect.
- Vibration analysis, Velocity, Oxygen transfer testing.
- Jackstuds (utilize existing).
- Bypass with across the line starter (internal).
- Harmonic filters.
- Output load reactor.
- dV/dT filter.
- Power factor correction capacitors.
- Harmonic testing.
- External Wiring and Conduit.
- Conformal Coatings.
- Pushbutton stations.
- Panel mounting components.
- Field wiring/installation.
- Bridges, walkway, stairs, ladders, and hand railing, except as noted above.
- Mist shields or curtains.
- Valves, Slide gates, sluice gates or weirs.
- Tools, Warning signs, Oils/Lubricants. (Gear drive is shipped dry, without oil.)
- Grout.
- Permits, fees, samples, testing.
- Liquidated damages.

FIELD SERVICE

Our proposal includes the service of a qualified service engineer for the following:

- N/A. Additional service days can be purchased at the current rate.

SURFACE PREPARATION AND PAINT

Submerged and non-submerged fabricated steel shall be shop-cleaned per SSPC-SP-10 and shop primed one (1) coat(s) of Tnemec 161-1211 (3.0 to 5.0 Mils D.F.T) and finished one (1) coat(s) of Tnemec 161-32GR (3.0 to 5.0 Mils D.F.T). Except stainless steel will not receive a coating.

Motors and gear reducers shall receive manufactures standard surface preparation. Shop priming and painting shall consist of a high quality coating that is specifically resistant to chemical, solvent, salt water, and acid environmental conditions.

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than **sixty (60) days** after date of bid opening, or upon Purchaser's acceptance of this proposal by **November 17th, 2025**, whichever date is earlier. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price

PAYMENT TERMS

Payment terms are as follows:

Milestone	Cumulative Percent Invoiced
Ovivo Acknowledgement of P.O.	5%
Submittals First Sent To Purchaser	10%
Submittal Approval	30%
Fabrication Complete and Ready To Ship ¹	90%
Equipment Delivery	95%
Field Service Trips Per Contract	100%

¹This milestone will only be invoiced if delays from Purchaser or due to parties other than Ovivo occur. Additional storage and other terms may apply per paragraphs below.

Invoice will be billed at **100%** of the work complete in accordance with the schedules above. No more than 5% retention shall be withheld from each invoice. The final 5% (Retention) shall be invoiced at Substantial Completion of Ovivo's Scope, which may be different that Substantial Completion of the overall project, not to exceed **sixty (60) days** from equipment delivery of the Major Item.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Any postponement of delivery dates requested by the Purchaser; or if Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, for delays of up to ninety (90) days, Purchaser shall pay Ovivo all appropriate charges incurred up to date of such event, per the schedules above, which may include partial completion of milestones. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. For delays less than ninety (90) days, Ovivo will delay portions of fabrication and delivery, to the extent possible. Delays greater than ninety (90) days are subject to price escalation at 1.5% per month for each month or partial month of delay, further subject to the steel escalation clause; or, if possible, equipment shall be stored at the cost of the Purchaser. For delays greater than ninety (90) days, Purchaser shall

accept transfer of title and make full payment for all work due and payable, thirty (30) days from the date work is placed into storage.

Credit is subject to acceptance by Ovivo's Credit Department.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by October 20th, 2025, not to exceed 30 days from the date of this proposal.

If a binding purchase order is not received by Ovivo prior to the above referenced date, prices and shipping dates are subject to review and adjustment by Ovivo.

Additionally, due to the unpredictability of material and labor prices and availability, including but not limited to recent sharp increases in carbon steel, stainless steel, aluminum, other metal prices, electrical components, coatings, FRP, shipping, and labor prices in the North American and worldwide markets (the "Labor and Material Price(s)"), Ovivo, shall not assume responsibility for such possible escalations and impacts to schedule beyond the validity date of its proposal or between the date of the executed Contract and the procurement of such labor and material.

Ovivo may increase the price of its proposal or require additional payment in the form of a change order due to any Labor and Material Price increase (a) that exceeds 5% per annum of the price of the specific labor or material in place on the date of Ovivo's proposal or (b) when product fabrication utilizing labor or materials does not commence until more than 6 months after the purchase order date, due primarily to actions of parties other than Ovivo. Furthermore, Ovivo is entitled to adjust its delivery date to account for such delay.

Any Labor and Material Price increase shall be based on an industry-standard pricing measure or index for that particular labor or material that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Buyer prior to fabrication.

Notwithstanding the above, should requested shipment dates be extended primarily due to actions of parties other than by Ovivo or its suppliers, Ovivo reserves the right to charge 1.5% per month of the Contract Price for each month or partial month of delay, unless said delay is agreed to in writing by all affected parties. Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

TAXES

Any and all taxes, excises, tariffs and/or other governmental charges are not included in the sales price and shall be the responsibility of Purchaser. Furthermore, Purchaser shall pay and/or reimburse Ovivo, in addition to the sales price, for all costs Ovivo incurs arising out of any taxes, excises, tariffs, and/or governmental charges imposed on, or related to, the equipment/Product, materials used in the equipment/Product, as well as the manufacturing, transportation, or storage of such equipment/Product and equipment/Product materials.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Attn: Amy Harrison / Jesse Bissegger
Tel. #: 801-931-3000 / 385-226-7492
Email: amy.harrison@ovivowater.com
jesse.bissegger@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties.

THE PARTIES AGREE THAT, OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

Very truly yours,

Ovivo USA, LLC

Attachment:

Ovivo USA, LLC General Terms and Conditions



Ovivo USA, LLC.

4246 Riverboat Road, Suite 300
Salt Lake City, UT 84123

Bringing water to life

Tel: 1 801 931 3000

International - Muni FIELD SERVICE RATE SHEET

Effective January 1st, 2025

Standard (Travel)	Daily Rate (8 hour day)	\$ 1,500.00
Hourly Rate (4 hour minimum)		\$ 187.50
Standard (Labor)	Daily Rate (8 hour day)	\$ 1,500.00
Hourly Rate (4 hour minimum)		\$ 187.50
Saturday	Daily Rate (8 hour day)	\$ 2,250.00
Hourly Rate (4 hour minimum)		\$ 281.25
Sundays/Holidays ***	Daily Rate (8 hour day)	\$ 3000.00
Hourly Rate (4 hour minimum)		\$ 375.00
Overtime/Saturday ***	Hourly Rate - Standard Day	\$ 281.25
Hourly Rate - Sundays & Holidays ***		\$ 375.00

*** For all hours worked over eight (8) hours per standard day and Saturdays

*** Sunday and Holiday requests will be billed at the double-time rate

UNLESS OTHERWISE ARRANGED; EXPENSES ARE CHARGED AT ACTUAL COST PLUS 10%

Please Note:

- All of the rates provided are portal to portal. In addition, travel and living expenses will be invoiced at **actual cost** plus 10% and documentation will be provided for these expenses. Travel/Labor on Saturday and all overtime, will be billed at the overtime rate. Travel/Labor on Sundays or Holidays, will be billed at the double-time rate.
- All reservations for lodging and travel to/from airport, restaurants, hotel and site for OVIVO Field Service will be made with the assistance of the customer requesting this service.



Bringing water to life

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the equipment and parts ("the Products") represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this Agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Any and all taxes, excises, tariffs and/or other governmental charges are not included in the sales price and shall be the responsibility of PURCHASER. Furthermore, PURCHASER shall pay and/or reimburse SELLER, in addition to the sales price, for all costs SELLER incurs arising out of any taxes, excises, tariffs, and/or governmental charges imposed on, or related to, the Product, materials used in the Product, as well as the manufacturing, transportation or storage of such Product and Product materials.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that Products supplied to PURCHASER by SELLER shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment (the "Warranty Period"). If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) the costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party or affiliate, uploaded or shared with any type of digital platform, including but not limited to generative artificial intelligence technologies without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be set off or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is confidential information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, and from against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this Agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment fee of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules") including, if appropriate, the Procedures for Large, Complex Commercial Disputes. The seat or place of arbitration shall be Salt Lake City, Utah. The arbitration shall be conducted and the award shall be rendered in English. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent(s) of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. If more than one arbitration is commenced under this Agreement and any party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator. The parties are bound to each other by this arbitration clause. Each related party may be joined as an additional party to an arbitration involving other parties under this Agreement. The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court where a party or its assets is located. Each party shall be responsible for its own attorney fees and other legal costs associated with the dispute resolution process.

22. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

23. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

24. CHOICE OF LAW, CHOICE OF VENUE. This Agreement, and any and all claims of any kind whatsoever stemming from or in any way associated with the transaction, goods, or services described in this Agreement, shall be governed and construed in strict and sole accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah. The parties hereby waive any objection based on the venue or the doctrine of forum non conveniens in respect of claims resulting from this Agreement or in any way associated with or related to the SELLER's and the PURCHASER's business in respect to this Agreement or related operations, whether they exist on the date hereof or arise thereafter and whether they arise out of contractual, tort or civil liability or out of the application of any other legal system or specific law.

25. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

26. LIMITATION ON LIABILITY, TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

27. PRIVACY AND DATA PROTECTION. SELLER has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (www.ovivowater.com/en/privacy-policy/), and requires that PURCHASER adhere to its data protection principles to the extent applicable to PURCHASER.

28. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

29. INSURANCE. SELLER shall maintain its current levels of insurance for the duration of the project, as set forth in its standard certificate of insurance, available upon request.

30. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty-four (24) months of the service or warranty period, and for a value not to exceed the total price of the Agreement.

31. PERMITS. PURCHASER shall be solely responsible for obtaining and maintaining in force all necessary permits with respect to any Products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED – April 2025

Ovivo USA, LLC

4246 Riverboat Road, Suite 300
Salt Lake City, Utah
84123
USA

Telephone: 801.931.3000

Facsimile: 801.931.3080

www.ovivowater.com



September 9, 2025

City of Tarpon Springs Wastewater Treatment Plant.
325 Pine St.
Tarpon Springs, FL 34689
Re: Sole Source Equipment

To whom it may concern,

Please be advised OVIVO USA, LLC (Formerly known as Eimco Water Technologies – EWT) is the "sole supplier" of all original: EIMCO, EIMCO Process Equipment, Baker Process, EIMCO Water Technologies, EIMCO Municipal Water and Wastewater Equipment and Parts.

Please be advised that the following company is the exclusive authorized representative for Ovivo USA, LLC process equipment used in water and wastewater treatment processes within the state of Florida.

PSI Technologies is the Sales Distributor for TSC - Jacobs parts and service for Tarpon Springs and Projects PSI contractually represents.

Please direct all inquiries for municipal treatment equipment from the City of Tarpon Springs to PSI Technologies Inc..

TSC - Jacobs
11021 Countryway Blvd.
Tampa, FL 33626

Tommy Nichols - PSI Technologies
3520 Investment Ln. STE 3
Riviera Beach, Florida 33404

Mr. Austin Moore
Phone: 813-300-7415
Email: AMoore@tscjacobs.com

Mr. Tommy Nichols
Phone: 813 - 955 - 1111
Email: Tommy@PSI-Techinc.com

Very truly yours,
Ovivo USA, LLC

cc. Austin Moore

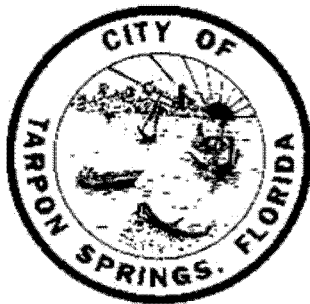
PURCHASE ORDER

06/04/25

ORDER DATE

CITY OF TARPON SPRINGS

324 E. PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34689



250734

No.

OVIVO USA, LLC
4255 LAKE PARK BLVD,
SUITE 100
SALT LAKE CITY, UT 84120

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

250189-N-AS

24197

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			BLANKET - OVIVO OEM PARTS & SERVICE EFFECTIVE DATE: 06/30/25 EXPIRATION DATE: 06/29/26 NOT TO EXCEED: 24000.00 REMARKS: In accordance with File No. 250189-N-AS, Administratively approved 6/04/2025. Commodity Code: 670 100			

BILLING INSTRUCTIONS:

1. Our Purchase Order Number MUST appear on all Packages, Invoices, etc.
2. Your Invoice must state list price, price to city and terms. - Provide 2 (two) copies.
3. Unless otherwise stated, all prices are delivered F.O.B., Tarpon Springs, Florida.
4. See Purchase Order Terms and Conditions on the reverse hereof.
5. Mail Original Invoice to:

Tax Exemption No. 85-8012621696C-2
Federal ID No. 59-6000437

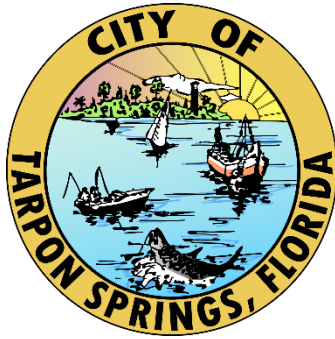
FINANCE DEPARTMENT, CITY OF TARPON SPRINGS, P.O. BOX 5004, TARPON SPRINGS, FL 34688-5004.

This Form contains an Electronic Signature

VENDOR COPY

AUTHORIZED SIGNATURE

Page 100 of 389



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst
DATE: 06/04/2025
SUBJECT: Administrative Approval to Award File No. 250189-N-AS, Single Source Purchase of OVIVO and Eimco Water Technologies OEM Replacement Parts and Service

RECOMMENDATION:

Award File No. 250189-N-AS, Single Source Purchase of OVIVO and Eimco Water Technologies OEM Replacement Parts and Service to OVIVO USA LLC, effective June 30, 2025 through June 29, 2026, in an estimated amount not to exceed \$24,000, for the Public Services Department – Advanced Wastewater Treatment Facility (AWTF).

BACKGROUND:

The purpose of this contract is to provide as needed OVIVO and Eimco Water Technologies OEM replacement parts and service to the AWTF which are used in equipment imperative to operations, including the aeration basins, clarifiers, and sand filters. The AWTF was constructed using treatment process equipment from Eimco Water Technologies. This equipment is highly specialized and exact match replacement parts are required to ensure optimum performance and equipment longevity. Eimco is now part of OVIVO USA LLC, and OVIVO USA LLC is the exclusive manufacturer and seller of all OVIVO and Eimco Water Technologies brand municipal water and wastewater equipment and parts in the United States.

Approved: *Janina Lewis*
Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Date of Approval: 06/04/2025



Public Services Department

Memorandum

Date: May 27, 2025

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director

LaTishia Smith, Assistant Public Services Director

Raymond Page, Utilities Superintendent

From: Robert Marcincuk, Wastewater Division Manager

Subject: Authorize as-needed Sole Source purchases of proprietary replacement parts and services from Ovivo USA, LLC.

Recommendation

Authorize as-needed Sole Source purchases for replacement equipment, parts, supplies, and repair services for maintaining wastewater aeration, clarifiers, sand filters, and existing proprietary wastewater processing equipment utilized by the Advanced Wastewater Treatment Facility (AWTF) from Ovivo USA, LLC, for a one (1) year period, in an estimated amount not to exceed \$24,000.

Background

The AWTF was constructed using treatment process equipment from Eimco Water Technologies. Eimco is now a part of Ovivo USA, LLC, and Ovivo is the sole-source provider for OEM parts supplier for critical equipment at the AWTF, including the aeration basins, clarifiers and the sand filters. This equipment is highly specialized and exact match replacement parts are required. The aeration basins stabilize the wastewater, the clarifiers remove suspended solids from wastewater and the gravity filters provide filtration to meet FDEP high-level disinfection requirements. These processes are essential components of the AWTF. This authorization enables the wastewater division to procure critical OEM parts and equipment quickly in an effort to minimize process downtime and costs associated with any scheduled maintenance or emergency repairs.

Funding

Funds are available in the current Fiscal Budget in treatment repair & maintenance and operating supplies accounts 402-4603-536-46.00 and 402-4603-536-52.00 respectively.



Ovivo USA, LLC
4246 Riverboat Rd., Suite 300
Salt Lake City, Utah 84123

Tel: 801.931.3000
Fax: 801.931.3080

Date: 05-20-2025

Re: Sole Source Letter

Dear Robert Marcincuk,

Please be advised that OVIVO USA, LLC is the exclusive manufacturer and seller of all OVIVO®, Eimco Water Technologies®, Brackett Green®, Brackett Bosker®, Jones + Attwood™, Aerostrip®, and Enviroquip® brand Municipal Water and Wastewater Equipment and Parts in the United States.

Local Sales Agent:

Austin Moore



M: 813-300-7415

If you have any questions regarding this, please contact Douglas King.

Sincerely,

Douglas King

Product Manager – USA Aftermarket Rebuilds Group

4246 Riverboat Road, Suite 300 Salt Lake City, UT 84123

C: (801) 824-0975



Memorandum

Date: October 28, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260043-C-PH, Purchase of Public Safety Building Diesel Tank (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260043-C-PH, Purchase of Public Safety Building Diesel Tank, Utilizing the Sourcewell Contract No. 081524-ACR, from Acterra Group for an estimated amount not to exceed \$190,000.00 for the Public Safety Building – Police and Fire Departments.

Background

The existing 8,000-gallon diesel tank at the Public Safety Building is in need of replacement. The Public Safety Building houses critical operations for the Police and Fire Departments. The backup power system relies on this diesel tank during significant events and is essential to ensuring continuous operations for the Police and Fire Departments as well as the Emergency Operations Center (see attached memo).

The Sourcewell Contract No. 081524-ACR has been awarded by virtue of a public competitive process and is made available for use by other local governments.

Funding

307-8603-522.63-00

Strategic Plan Objective

N/A



Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
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MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Services Director
From: Scott Young, Fire Chief 
Re: Recommendation to Purchase Diesel Tank for Public Safety Building
Date: October 16, 2025

Recommendation

Approval is requested to purchase and install a new 8,000-gallon diesel tank to replace the existing one at the Public Safety Building, for an estimated amount not to exceed \$190,000.

It is recommended that the County utilize **Acterra Group** through their **Sourcewell Contract #081524** to procure and install the new tank. This cooperative purchasing contract provides competitive pricing and ensures compliance with procurement standards.

Background

The existing 8,000-gallon diesel tank located at the Public Safety Building is approaching 25 years of service. This exceeds the recommended service life for tanks of this type.

The Public Safety Building houses critical operations, including the Police Dispatch Center, Fire Station 69, and serves as the Emergency Operations Center (EOC) during significant events. Maintaining a reliable backup power system, which relies on this diesel tank, is essential to ensuring continuous operations for these vital public safety functions.

Funding for this will come out of account: 307-8603-522.63-00



PO Box 160
Marion, IA 52302-0160
t. 319.377.6357
f. 319.377.0075
brian.williams@acterragroup.net
www.acterragroup.com
Sourcewell Contract 081524

REFERENCE NO: QTE-46562-H1M2

Bill To TARPON SPRINGS FIRE & RESCUE
444 HUEY AVE.
TARPON SPRINGS, FL. 34689

Ship To TARPON SPRINGS FIRE & RESCUE PUBLIC SAFETY BUILDING
444 HUEY AVE.
TARPON SPRINGS, FL. 34689
Attention: MELISSA SELLERS & DEPUTY CHIEF RICHARD WALSH

Date	August 19, 2025	Customer ID		Terms	50% Down / Net 10 Days
Phone	727-938-3737	Quoted By	Bryan Kohler	Email	msellers@tsfr.us
Fax	727-934-0598	Salesperson ID	Brian Williams	50% Down is on Tank Only, Steel, parts, and equipment for the tank.	

In response to your request we are pleased to quote as follows:

SCOPE: Installation of a 8,000 Gallon DW Fireguard UL 2085 with Saddles 108 X 232. #97771

ELECTRICAL SCOPE: NO Electrical Scope

ITEMS INCLUDED IN THIS PROPOSAL: Clean & remove existing tank. Installation and removal of temporary diesel tank for generator fuel supply. Connection of new tank to current piping for fuel supply to their Kohler 800ROZD4, 800 KW Generator. Install remote fill, clock gauge and monitoring equipment. Install all tank decals. Provide all environmental testing required by FL. DEP. Paint all new piping on fill, supply and return lines. Removal and reinstallation of existing fencing. Provide a fully functional fuel tank for existing generator.

ITEMS NOT INCLUDED IN THIS PROPOSAL: Repair of any unmarked utilities or irrigation lines. Removal of fuel from tank. It is required that owner has all fuel removed from tank prior to our arrival to clean tank. If fuel is not removed upon our arrival there will be extra labor and mobilization charges. Site will have limited access to back driveway while existing tank is removed and new tank is set into place. Schedule will be given so that prior arrangements can be made before work begins. Removal of any trees or landscaping is not included. This quote assumes that all existing piping and pumps are in good working order, any repairs of existing piping or pumps is not included. Generator company or responsible person will need to be on-site after completion of temporary tank installation and at the end of the project to start up generator and pumps in order to test system, this is the owner's responsibility. Quote does not allow for any prevailing wages.

TANK(S)			
Qty	Part #	Mfg Part #	Description
1	BHT620200	8KFGBS96	Acterra 8000 Gal Dw, UL2085, Bskd Tank: Ga, 96" X 21'6"
1	BHT928230	PAINT-2	Painted Pipeline 2"
6	1310		Anchor bolts for tie down

TANK ACCESSORIES			
Qty	Part #	Mfg Part #	Description
1	ZYP631540	FR ZYP631490-8	2" X 8' Vent Riser
4	1310	Cutting Edge	11" x 17" Tank Chart Decal
4	CTE010120	CTE010120	Diesel Decal 36" X 18"
4	MAY180070	D-14-1-R	4" X 14" No Smoking Decal
2	1310	CUST-2-LG	Diesel Pipe Markers - Black Letter on a Yellow Background
1			MORRISON BROTHERS EQUIPMENT
1	1310	515---0200 AC	Morrison 2" - 15 Gal. Ast Remote Spill Container, Female Threaded, Post Mount
1	MOR080030	9095AA0200 AV	Overfill Valve Ast 2" X 4"
2	MOR960360	244OF-0100 AV	8", 8 Oz Flanged Emergency Vent
2	MOR960370	244F--0110 2G	Gasket For 8" Flanged Vent
2	MOR960380	244F--0107 AN	8" Flange Nut & Bolt Kit
2	MOR080610	419---02061TEVR	Drop Tube Aluminum 2" X 6'
1	1310	924LS-0250 AS	Morrison 25' Liquid Sensor With 25' Lead Wire
1	1310	918---0000AGEVR	Morrison 2" Clock Gauge Less Alarm Box, Male Threads, Standard Float, Evr Approved
1	1310	918D--1100 AA	Morrison Dual Channel Tank Alarm Box, Battery Powered
1	1310	346DI-1100 AV	Morrison 1" External Emergency Valve, Ductile Iron
1	1310	912-102000 AV	Morrison 1" Anti-Siphon Valve W/Expansion Relief, 15-20' W.C.

1	1310	958--11000 AV	Morrison 1" Check Valve, Stainless Steel, With Expansion Relief
2	MOR940010	691B--0500 1V	1" Lockable Ball Valve
1	MOR960010	354---0200 AV	Updraft Vent 2"
1	MOR940000	691B--0800 1V	2' Ball Valve Full Port
1	MOR940270	246A--0200 AV	Swing Check Valve 2"
1	OPW151700	800DCA04001C	2" Cap-Alum
1	OPW151680	800F-A04001C	2" Adapter - Alum

ACTERRA LABOR

Description

Labor to install pressure vacuum vents
Labor to install emergency vents
Labor to install mechanical level gauge
Labor to install interstitial gauge
Labor to install overfill valve and drop tube
Labor to install decals
Labor to install dispense piping
Labor to install fill piping
Labor to set tank
Labor to set handrail
Labor to start-up and test system
Labor to install overfill valve

COMPANY EQUIPMENT

Description

ACT960130 Air Compressor
ACT960160 Barrell - 55 Gallon Poly Open Top Drum
ACT960170 Barricades
ACT960310 Pipe Threader
ACT960380 20' Enclosed Trailer
ACT960420 Welder; Portable
ACT960460 Ladder Rental
ACT960480 Generator Portable

SUBCONTRACTORS

Description

Crane
Tank cleaning
Tank Demo
Environmental Testing
Fence Removal and Reinstallation

MISCELLANEOUS

Description

Acterra Tank Delivery
Permit (Fire)
Permit (State)
Project completion report & as-built drawings
Product disposal

TERMS: Standard payment terms are NET 10 DAYS unless other terms are specified above. This sale is subject to the Standard Terms & Conditions policy. A copy of the policy is available upon request. One and one-half (1-1/2%) per month finance charge will be due on all past-due balances. Purchaser is required to pay all legal fees, court costs & expenses required to collect the amount due hereafter. The prices, payment terms, specifications and conditions of this proposal are satisfactory, and are hereby accepted. Purchaser is responsible for all sales, use and governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to the work as specified. Seller may revoke this proposal before acceptance.

PROJECT COST SUMMARY		QTE-46562-H1M2
TANK(S)		51,472.13
TANK ACCESSORIES		8,535.18
DEF TANK & ACCESSORIES		-
COMMERCIAL DISPENSERS		-
DISPENSER ACCESSORIES		-
FUEL MANAGEMENT SYSTEM		-
TANK MONITOR		-
SUBMERSIBLE PUMPS		-
PIPE ACCESSORIES		-
Equipment Total		60,007.31
Installation Total		124,923.04
Electrical Total		-
Applicable Taxes		-
PROJECT TOTAL		\$ 184,930.35
		<i>Plus Applicable Taxes</i>

OPTIONS			
Number	Description	Total + Taxes	Initial here to accept
1 1			
			<i>Plus Applicable Taxes</i>
2			
			<i>Plus Applicable Taxes</i>

Price is based on using existing electrical and communication wiring. Additional wiring to be done on a time and material basis.

The estimated freight from Marion, Iowa to project site is subject to review 1 week before shipment date.

Freight charged yet to be applied. Thank you for allowing Acterra Group, Inc. to service your needs! We truly appreciate the opportunity!

Note: Due to recent volatility of raw materials, price and delivery are subject to change based on availability at time of order.

(6 Day Pricing: Except as noted in Quotation, prices valid for (6) days from date of quotation; However, prices are subject to change anytime due to flux in material or component prices.)

**** Tax and freight are subject to change and will be verified at the time of invoicing.*

*Estimated freight in this quotation is an estimate only, not a quotation. Freight will be invoiced based on a market rates at the time of shipment, including possible surcharges. ** Freight estimates are based on shipment from the closest plant and are subject to change based on tank availability - a requote will be require if shipping from an alternate plant to meet requested delivery dates.*

**STANDARD TERMS AND CONDITIONS
FOR PROPOSALS, CONTRACTS, SALES & INVOICES**



Unless the Proposal expressly provides otherwise, the manufacture, sale and shipment of goods and services provided hereunder are limited to the terms and conditions stated below. Seller hereby objects to any additional or different terms proposed by Purchaser in any order, acknowledgement or other document. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties.

1. **Applicability.** The following Standard Terms and Conditions (the "Agreement") for sale of equipment, goods, product and material (collectively, "Goods") and the provision of services ("Services") is applicable for all sales made by Acterra Group, LLC (Collectively, "Seller"). Seller reserves the right to modify this Agreement from time to time without notice and any such modification shall be effective for orders accepted after the effective date of the modification.
2. **Acceptance of Proposal.** The proposal ("Proposal"), when accepted by Purchaser as set forth herein, will constitute a binding contract between the parties, subject to the terms and conditions of this Agreement and the approval of Seller's credit manager. Delivery or installation of Product, Purchaser's oral or written acceptance, Purchaser's full or partial payment of the Contract price or the issuance of an invoice by Purchaser for the Proposal, constitutes binding acceptance by Purchaser of the Proposal and this Agreement (collectively, the "Contract").
3. **Prices; Terms of Sale; Credit.**
 - a. Any oral pronouncement of a price is not binding until Seller issues a written Proposal. All prices are quoted in good faith; however, from time to time, manufacturers or suppliers may change prices without notice prior to shipment, which results in an incorrect price quote, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's prices.
 - b. Subject to paragraph 3a, all quotes are good for 30 days, unless noted otherwise. If a Contract cannot be completed within a period of 60 days, from the date of execution, Seller reserves the right to modify the pricing as a result of vendor price increases and any applicable markup. All tank prices are valid for fifteen (15) days after the date of the Quotation; provided, however, that all prices are subject to change due to fluctuation in material or component prices.
 - c. Unless otherwise stated on the Proposal or any Seller invoice, all amounts are due 10 days from the date of the invoice. Any amount not paid when due shall accrue interest at the lesser of 1½% per month or the highest rate allowed by law. All payments shall be made at the office of Seller set forth below unless otherwise stated on the Proposal. Notwithstanding any other provision hereof or on any invoice, Seller has the right to require a deposit, total prepayment or irrevocable letter of credit for the Contract price. If payment is not made when due, Seller reserves the right to demand immediate payment in full for all outstanding invoices and work-in-process.
 - d. All credits and terms of sale are subject to approval by Seller's Main Office at the time of Purchaser acceptance and are subject to review and approval during the life of any Contract exceeding three (3) months in length. Payment plans, in Seller's discretion, may be arranged only with advance written approval by Seller's Main Office. Seller may revoke any credit extended to Purchaser because of its past delinquency or where Seller deems itself insecure. Purchaser shall be liable for and reimburse Seller for all costs of collection, including reasonable attorneys' fees and court costs, whether or not a legal action is filed.
 - e. Delivery of Goods to Seller's plant for purpose of convenience or coordination shall be considered "delivery" for billing purposes. If a delay in shipment of Goods or performance of Services is requested by Purchaser, Seller shall have the right to invoice the Goods which have been identified to the Contract and all Services performed to date; and if shipment is delayed for more than 60 days at the request of Purchaser, Seller shall have the right to charge a reasonable fee for the storage of such Goods. Seller reserves the right to make delivery in two (2) or more lots and Seller may invoice for each delivery separately.
 - f. A down payment of a minimum of ten percent (10%) of the contract price along with required information from the Purchaser's financial institution will be considered acceptance of the terms and conditions. This down payment will be considered payment of the last percentage of the project billing with progressive billing for the remaining contract.
 - g. Progressive billings shall be made not to exceed labor, equipment, and services to date. Delivery to our plant for purpose of convenience or coordination shall be considered "delivery" for billing purposes.
 - h. Purchaser shall be solely responsible for and shall pay all applicable sales, use, excise, governmental surcharge and other taxes (including penalties and interest) levied in connection with this Contract. The Contract price does not include any applicable taxes except as specified and Seller may invoice for the same by a subsequent or supplemental invoice. If Purchaser is exempt from sales tax, it must provide Seller a current copy of its "Sales Tax Exemption Certificate" as proof of tax exemption status with the respective State in which the sale is made.
 - i. Purchaser hereby grants to Seller a purchase money security interest in the Goods, including the proceeds there from, for the purpose of securing Purchaser's obligation to make payment in full, until payment is received in full in cash or collected funds, at which time the security interest shall cease. Seller may, at its option, enter Purchaser's premises, which Purchaser agrees is not a breach of peace, and repossess the Goods upon payment default. Repossession shall not relieve Purchaser of obligation to make full payment. If Services are to be performed on property not owned by Purchaser, upon Seller's request, Purchaser shall provide a Landlord's Waiver in a form acceptable to Seller. This means the seller, during course of payments, owns the property.
4. **Delivery; Shipment Terms; Freight Damage Claims.**
 - a. Shipping, installation and performance dates are approximate and are contingent on vendor supply or Force Majeure (defined below) events. Seller will use reasonable efforts to meet dates agreed upon but shall not be liable for failure to meet deadlines.
 - b. The shipping terms, unless otherwise stated, are FOB Origin Freight Prepaid and Add. Upon the earlier of delivery to a common carrier or receipt by Purchaser title and risk of loss (including transportation delays and losses) passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the Goods. Delivery to Seller's plant for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.
 - c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign for claim record purposes and immediately notify Seller. Purchaser assumes all responsibility to file a claim with the carrier. Any claim for nonconformity, shortages and hidden defects or damage to Goods must be reported to Seller in writing and to carrier within 30 days of delivery and the failure to report the same shall constitute irrevocable acceptance of the Goods. Unless otherwise stated, the Contract price does not include the cost of unloading, which is Purchaser's sole responsibility.
 - d. Seller cannot be held financially responsible for any transportation delays due to permitting, route changes, weather delays, construction delays, breakdowns, accidents or other events beyond our control.
5. **Limited Warranty; Limitation of Liability; Indemnity; Insurance.**
 - a. Seller does not offer or extend warranties to any Goods. The Goods may be subject to a warranty by the manufacturer which Seller hereby assigns to Purchaser. Purchaser shall assume responsibility to register for any applicable warranty.
 - b. For 365 days from completion of the Services, Seller warrants that the Services shall conform to the Proposal, be performed in a workmanlike manner consistent with industry standards and be free from defects in workmanship, unless otherwise required by applicable law. However, if during the warranty period there is a breach of this limited warranty, Seller's maximum liability and Purchaser's sole remedy is limited to the cost of repair or replacement of such Services and any Goods affected thereby, provided that Seller deems the defect to be a breach of this warranty and is given the option of performing such repair or replacement work.
 - c. The limited warranty set forth herein shall be null and void in the event that (i) the Purchaser or a third party performs remedial or subsequent work on the Goods or Services or improper installation by Purchaser or its agents; (ii) the Goods malfunction or other problems result, directly or indirectly, from an accident (not caused by Seller); (iii) there is improper operation of or inadequate maintenance of the Goods or a failure to properly protect the Goods against environmental hazards; or (iv) Purchaser fails to comply with the applicable warranty procedures. Some scratching and/or paint scarring may occur to painted or coated surfaces during loading, shipment and/or unloading. Field touch up paint and labor is to be by others, not by Seller.
 - d. The limited warranty set forth herein is the exclusive warranty for the goods and services and there is no other warranty, express or implied, and seller hereby expressly disclaims any and all other warranties, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Any warranty provided hereunder shall not extend beyond the description of goods sold as shown on the proposal. Normal in-service wear and tear to goods is not covered by this warranty. No employee or representative of seller is authorized to change or enlarge this warranty in any way.
 - e. In no event shall seller have any liability or responsibility to purchaser or any other person or entity for any indirect, incidental, consequential, special or punitive damages, including but not limited to, lost profits, use of the goods, interruption in use or availability of goods, down time, stoppage of other work or impairment of other assets, or clean-up expenses or related costs associated with any petroleum product spills or leaks or any other damage or claim related to the use of the goods or any damage to equipment not serviced, repaired, or installed by seller, arising out of any breach or failure of any express warranty, breach of contract, misrepresentation, negligence, product liability, strict liability in tort or otherwise, including any latent or patent defects, except only in the case of death or personal injury where and to the extent that applicable law requires such liability. In no event will the aggregate liability incurred by seller in any action or proceeding, exceed the greater of \$500 or 1% of the total amount actually paid to seller by purchaser for the purchase of the goods or services that actually caused the damage or loss. In the event that purchaser wants to waive this limitation of paid for the goods or services that caused the loss or damage, such waiver must be specifically stated on the proposal and purchaser shall pay additional consideration in the amount of 5% or \$5000 of the total contract price, whichever is greater. In addition, in no event shall seller be liable to purchaser for any losses, damages, claims, costs or expenses, including attorneys' fees, arising from or related to any leak or spill of petroleum products or any hazardous material (as defined under any applicable federal, state or local statute, regulation or the like) or the failure of purchaser to properly dispose of petroleum product or any hazardous material. Notwithstanding anything to the contrary herein, the seller shall not be responsible for any damages resulting from the negligence of the purchaser

STANDARD TERMS AND CONDITIONS FOR PROPOSALS, CONTRACTS, SALES & INVOICES



and the failure of the purchaser to monitor the operation of the goods on a regular basis in accordance with any regulations of the state in which the installation is located or any other federal, state or local statute, ordinance or regulation regarding the use and operation of the goods.

- f. Seller does not assume any liability and Purchaser agrees to defend, indemnify and hold Seller harmless from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") arising out of or related to tank(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under the Proposal. Purchaser shall at all times provide adequate ballast.
- g. Purchaser shall defend, indemnify and hold Seller, its directors, officers, employees and agents harmless from and against any and all Claims asserted against Seller by Purchaser or any third party relating to or arising out of (i) personal injury or death, property damage, or pollution or environmental damage or cleanup, or hazardous material spill or cleanup, except to the extent that any of the foregoing is proven to have been caused solely by Seller's negligence; (ii) failure to pay required taxes other than taxes on Seller's income if such taxes are to be paid by Purchaser directly or reliance upon an invalid Certificate of Tax exemption; (iii) reliance upon Seller's representative's representations concerning sales, engineering or application information; (iv) Purchaser's failure to comply with any federal, state or local statutes or regulations, including environmental requirements, rules and regulations, including those regarding notice; or (v) encountering, damaging or destroying any underground structures, cables, conduits, debris, rock, water, utilities, or running sand during the performance of the Services, except as a result of Seller's gross negligence. Where a penalty, fine or claim for pollution damage or cleanup is made against the Seller in connection with installation of Goods, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same.
- h. Purchaser shall defend, indemnify, and hold Seller, its directors, officers, employees and agents harmless from and against any and all Claims arising out of or related to infringement of any patent, trade secrets, copyrights, trade names, and/or trademarks with respect to Goods manufactured, either in whole or part, to Purchaser's specifications.
- i. Unless otherwise specified, Purchaser shall maintain general liability coverage, completed operations and builders' all risk insurance, and shall meet financial responsibility to protect against Claims that may arise under this Contract. Unless otherwise specified, Seller shall not be required to obtain fidelity or surety bonds, however if required, the cost of any such bonds shall be added to the Contract price.

6. Cancellation and Return of Goods.

- a. Purchaser may cancel the Contract only upon written approval of Seller and provided that Purchaser pays the freight charges and Seller's reasonable cancellation and restocking charges (based in part on manufacturer's charges). Written authorization is required prior to returning any Goods. Purchaser is responsible for return freight. No Goods will be accepted for credit without Seller's written authorization. At the option of Seller, return of Goods without prior authorization will result in Goods remaining the property of the Purchaser, and such Goods will be stored at Purchaser's risk and expense. Returned Goods are subject to a handling charge, however no credit will be issued to Purchaser until credit from the manufacturer is received.
- b. Cancellation and return charges shall be 15% of the then current sell price of normally stocked items and 25% on non-stock items or the manufacturer's restocking charge plus a reasonable handling fee, whichever is greater.
- c. Upon advance written approval of Seller, custom orders may be cancelled or returned but will incur higher cancellation/restocking charges than normally stocked and non-stock items which shall be determined in the sole discretion of Seller.

7. Governmental Compliance.

- a. Seller does not accept any responsibility for any new laws and regulations not in effect as of the date of this Contract, even if imposed retroactively at a later date by any governmental body.
- b. Environmental compliance is Purchaser's responsibility. Its failure to comply strictly with applicable federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice) will completely void all express or implied warranties of Seller. It is Purchaser's responsibility to report any inventory shortage or suspected releases to federal, state and all other authorities having jurisdiction and to Seller or a certified tank handler within 24 hours of occurrence. Unless otherwise specified herein, Purchaser or its agent shall furnish state fire marshal's permit, if required, and all other permits, licenses, inspections fees or approvals, whether required by federal, state or local regulations. Purchaser shall register all new or replacement regulated storage tanks in accordance with applicable state and local regulations. Purchaser represents and warrants that no consent, approval, or authorization, declaration or filing with any third party or governmental agency is required in connection with the performance of the Purchaser's obligations hereunder or to permit Seller to perform its obligations hereunder, other than those approvals that have been previously obtained by Purchaser.
- c. Unless otherwise stated, the Proposal does not include any removal or disposal of contaminated soil from the underground storage tanks and piping, however, a hydrocarbon test, as required by law, will be conducted. If soil is contaminated, Purchaser shall be notified, and the parties shall agree on a supplemental fee for the clean-up, removal and disposal of contaminated soil. Should the Contract be terminated as a result of contamination, Seller shall be paid for all Goods and Services to date. In no event shall Seller be responsible or liable for pre-existing pollution or contamination nor shall the

Seller be liable for any pollution or contamination occurring through no fault of the Seller. Under applicable regulations, the Purchaser and/or operator of an underground storage tank system must report any suspected contamination within 24 hours and follow specified procedures relating to release, investigation and confirmation.

- 8. **Manufacturer Information.** Seller will provide manufacturer's product information and installation instructions for informational purposes only. Seller has not verified the information for accuracy and makes no representations regarding such information.
- 9. **Installation Considerations.**
 - a. Quotations for digging and excavating are based on normal soil conditions. Should any digging or excavating be included in this Proposal, and if any heavy rock, shale, water, frost, sewer lines, water lines, bed rock, electrical conduit or unstable soil conditions be encountered, the cost shall be increased at the Seller's normal hourly rate except that any outside contract work required shall be charged at the Seller's cost plus its customary administrative charge. In the event of cave-ins, and the necessity to shore or slope the hole, all associated costs for the removal of the excess soil shall be borne by the Purchaser. Finished grades are to be established and verified by the Purchaser.
 - b. The Purchaser will be responsible for filling all underground storage tanks with liquid ballast after the tank(s) is installed and backfilled to the top of tank. All costs of filling the underground storage tanks with either water or product ballast, shall be borne by the Purchaser. The Seller shall notify the Purchaser when product and/or ballast will be needed. The Seller shall not be responsible for the contamination or loss of product used for ballast under any circumstance. In the event any tank should float, the Seller shall have no liability with respect to resetting the tank and any and all expenses for equipment, labor, materials and sub-contractors to reinstall tanks or to clean up contamination or pollution shall be borne by the Purchaser. Removal of ballast from tanks shall be at the expense of the Purchaser unless otherwise specified herein. Owner shall be responsible for keeping accurate daily inventory records of all products used for ballast and must notify the Seller immediately if shortage occurs.
 - c. Seller shall be held harmless for all Force Majeure events that may affect the Goods or Services and the installation quality and completion. All additional expenses for equipment, labor and materials to correct any and all damages from Force Majeure events shall be the sole responsibility of the Purchaser.
 - d. Except as otherwise specifically stated, winter working conditions, electrical, concrete, asphalt, water and sewer or site restoration work is not included in the Proposal.
 - e. The Purchaser or its agent will clearly identify to the Seller the location of all boundary lines with respect to the Proposal. If the Purchaser or its agents are incorrect in identifying the applicable boundary lines which results in additional expenses to be incurred by the Seller for relocating or duplicating completed work, any and all additional expense will be borne by the Purchaser.
 - f. If the Proposal includes use of or connection to used equipment or piping, the Contract price shall be increased for all additional costs or expenses that arise where the used equipment or piping is not fit for the intended application. In the event such items cannot be used, the Seller shall notify the Purchaser upon discovery and provide a nonbinding estimate of additional costs required to complete the Services.
 - g. The Purchaser will provide, at its expense, electrical power at the job site for use by the Seller.
 - h. Seller uses non-union labor. If union labor is required, the difference between the cost of non-union and union labor will be added to the Contract price.
 - i. Prior to any tank removal, the Purchaser shall have all product removed from the tank. In the event there is any liquid/sludge in a tank at the time of removal, the Seller may arrange for liquid/sludge removal at the Purchaser's expense without notice to Purchaser.
- 10. **Testing.** Unless otherwise specified herein, Seller shall perform all testing required by governmental regulations concerning the installation of Goods (but not including product testing). Any other required testing shall be the sole responsibility of Purchaser. All costs to perform required tests shall be directly paid by or invoiced to Purchaser.
- 11. **Hardware/Software Compatibility.** Seller assumes that any fueling system hardware and software supplied by Purchaser is inherently compatible and requires only routine start-up and programming. If upon start-up it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller shall have no liability for any delays in completion of the Services and shall be entitled to full payment of the Contract price per the Contract payment terms.
- 12. **Administrative Provisions.**
 - a. Changes. This Contract may be amended at the request of either party from time to time by written Change Order signed by both parties, setting forth the particular changes to be made and the effect of such changes on the price and on the time of completion. All requested changes are subject to mutual consent.
 - b. Recordkeeping. Purchaser is responsible for keeping daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage within 30 days from date of installation, Purchaser shall immediately notify Seller, however, Seller shall not be responsible for shortages, clean-up or related costs incurred prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation.
 - c. Recording. Seller may take photographs & video of all aspects of the Services.

**STANDARD TERMS AND CONDITIONS
FOR PROPOSALS, CONTRACTS, SALES & INVOICES**



- d. Unintentional Errors. Seller reserves the right to revise or withdraw any quotation, proposal or bid if a mathematical, grammatical or clerical error is found that will impact the outcome of the original intent of the document. Such errors will be brought to the attention of the Purchaser and a revised document will be established and authorized by both parties prior to any work commencing.
13. Notice of Lien Rights. TO PROTECT ALL PARTIES, A MECHANICS LIEN WILL BE AUTOMATICALLY FILED WHERE PAYMENT IS NOT RECEIVED ACCORDING TO THE TERMS OF THIS AGREEMENT. SELLER HEREBY NOTIFIES PURCHASER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON PURCHASER'S LAND MAY HAVE LIEN RIGHTS ON THE LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO SELLER ARE THOSE WHO CONTRACT DIRECTLY WITH PURCHASER OR THOSE WHO GIVE PURCHASER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, PURCHASER MAY RECEIVE NOTICE FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO ITS MORTGAGE LENDER, IF ANY. SELLER AGREES TO COOPERATE WITH PURCHASER AND ITS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
14. Force Majeure. Seller shall not be in default of the Contract or liable to Purchaser for any delay or default in performance, in whole or in part, where the failure to perform is beyond its reasonable control, including but not limited to the following circumstances or causes: any act or failure to act by the Purchaser, Acts of God, freezing, wind storms, electrical strikes, fire, frost, flood, telecommunications failure, labor difficulties, failure in transportation, shortages of materials, public enemy, government interference, mechanical or electronic equipment failure, third party acts, third party failure to act, terrorism, acts of war, civil disturbance, or any other cause which is beyond reasonable control of Seller and not contemplated herein (collectively, "Force Majeure"). The date of performance for Seller shall be extended for a period equal to the time lost by reason of any delay arising indirectly or directly from any Force Majeure.
15. Miscellaneous. The parties agree that they are, and shall remain, separate entities and that no partnership, joint venture or agency relationship shall be actually or constructively created under this Agreement. Seller is providing Services as an independent contractor. Seller does not undertake by this Agreement or otherwise to perform any obligations of Purchaser, whether regulatory or contractual, or to assume any responsibility for Purchaser's business or operations. Purchaser may not assign this Contract without the prior written consent of Seller. Purchaser agrees that the terms and conditions contained herein constitute the entire understanding and agreement between the parties and is intended as the complete and final expression of their agreement for the sale of Goods and provision of Services. It shall not be modified or amended except in writing and signed by officers of each party. Purchaser also agrees that the terms and conditions contained herein supersede any terms and conditions within any purchase order or other document Purchaser may issue. If any provision of this Agreement is determined to be void, invalid or unenforceable, the remainder shall be unaffected and shall be enforceable as if the void, invalid or unenforceable part was not a provision of the Agreement. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Headings of sections are for convenience only and have no substantive effect. This Agreement shall be governed in accordance with the substantive and procedural laws of the State of Iowa without regard to its conflicts of law provisions. All disputes arising hereunder shall be brought in the state or federal courts having jurisdiction in Linn County, Iowa and the parties hereto consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it. Further, Purchaser hereby waives any right to a trial by jury.
16. Mandatory Mediation. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS CONTRACT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY HAVING THE RIGHT TO FILE A LEGAL ACTION, EXCEPT WHERE TEMPORARY INJUNCTIVE RELIEF IS SOUGHT. MEDIATION SHALL TAKE PLACE IN LINN COUNTY, IOWA.

To accept this Proposal and the terms and conditions set forth above, please sign one copy and return it to us. Upon acceptance by us, this Proposal, along with the terms and conditions above, become a binding contract.

I (we) accept the Proposal and the terms and conditions stated above on this date:

Date

Acterra Group reference no.: _____

For: _____

Acterra Group, LLC

Authorized Signature

Authorized Signature

Written Name & Title

Written Name & Title



MASTER AGREEMENT #081524

CATEGORY: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

SUPPLIER: Acterra Group, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Acterra Group, LLC, 200 35th Street, Marion, IA 52302 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 18, 2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 081524 to Participating Entities. In Scope solutions include: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services including, but not limited to:
 - A. Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids;
 - B. Mobile fuel, fluid, and gas storage solutions;
 - C. Hardware related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. and b. above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories;
 - D. Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. - c. above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed; and,
 - E. Services related to the solutions described in subsections 1.a. – d. above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

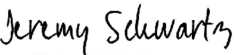
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

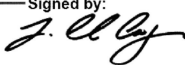
081524-ACR

Sourcewell

Acterra Group, LLC

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/18/2024 | 9:23 AM CST _____

Signed by:

489248045C6B406...

By: _____
Tad Christopher Cooper
Title: CEO
Date: 11/18/2024 | 8:02 AM CST _____

RFP 081524 - Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

Vendor Details

Company Name: Acterra Group, Inc.
Address: PO Box 160
2
MARION, IA 52302
Contact: Tad Cooper
Email: tcc@acterragroup.net
Phone: 319-377-6357 141
Fax: 319-377-0085
HST#: 42-0937212

Submission Details

Created On: Wednesday August 14, 2024 07:08:18
Submitted On: Thursday August 15, 2024 09:39:13
Submitted By: Tad Cooper
Email: tcc@acterragroup.net
Transaction #: f0c0ea5f-61f6-4ce2-a5c1-ba2473e245c9
Submitter's IP Address: 207.191.207.6

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Acterra Group, LLC (name changed in 2023)	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	9GXM8 / MXH2M68JYF79	*
5	Provide your NAICS code applicable to Solutions proposed.	237120 Pipeline Repair 332420 Metal Tank (Heavy Gauge)	
6	Proposer Physical Address:	200 35th Street Marion, IA 52302	*
7	Proposer website address (or addresses):	www.acterragroup.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Tad Christopher Cooper, CEO PO Box 160, Marion, IA 52302 tcc@acterragroup.net 319-377-6357 x141	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tad Christopher Cooper, CEO PO Box 160, Marion, IA 52302 tcc@acterragroup.net 319-377-6357 x141	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kidron Knox, COO PO Box 160, Marion, IA 52302 kidron.knox@acterragroup.net 319-377-7357 x123 Tony Cooper, VP PO Box 160, Marion, IA 52302 tac@acterragroup.net 319-377-6357 x128	

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	The Acterra Group, LLC was formed in 2022 out of an asset purchase agreement between the owners of Acterra Group, Inc. of Marion, Iowa and investment funds managed by Brass Ring Capital of Minneapolis, Minnesota, and DVG Partners of Houston, Texas. The Acterra brand has been active in petroleum equipment and fuel storage tanks since 1958. Acterra Group Mission Statement: "We fuel the growth of our customers and the Acterra Group team by providing the highest quality fuels systems, services, and equipment." Acterra Group Vision Statement: "Acterra is one of the nation's leading service and installation providers for government and industrial fueling systems." Acterra Group Values: Accountability: We own our decisions and outcomes. Customer Service: Take responsibility with a customer service mindset. Teamwork: Working cohesively, collaboratively, constructively, and with transparency as a team. Excellence: We are obsessed with our customer experience. Responsive: Quickly address customer support requests. Reliable Partners: Keep our promises and handle customer concerns effectively. Action Oriented: Immediately address challenges and seize opportunities with speed and accuracy. The Acterra Group has been active in industry specific trade organizations for over 50 years of it's existence. Currently, Acterra is active in the Petroleum Equipment Institute (PEI) and Steel Tank Institute (STI). Both organizations are very well known throughout the Petroleum Equipment and Steel Tank industry. Our management has previously and currently held officer and board positions with both groups. It is the belief of Acterra, such organizations give us access to the latest technologies in the industry and regulatory issues facing our industry. As a distributor of petroleum equipment products, we currently represent over 50 major manufacturer's in the petroleum industry. Many of these relationships date well over 40+ years. As a current member of the Steel Tank Institute (STI), Acterra licenses STI tank technologies for fabrication and sale to our customers. This allows our customers to obtain state of the art tank technology with UL approvals and well known to regulators.	*
12	What are your company's expectations in the event of an award?	Acterra Group expects to provide quality, cost-effective aboveground storage tanks and equipment to a variety of new government customers.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	The Acterra Group has total assets of \$15.426M at the end of June 2024. A current financial statement is attached. Acterra Group currently maintains an aggregate bonding capacity of \$15,000,000.	*
14	What is your US market share for the solutions that you are proposing?	The Acterra Group's market share is below 1% for the items being proposed.	*
15	What is your Canadian market share for the solutions that you are proposing?	0	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	1. Manufacturer: Acterra Group is a steel tank manufacturer. Currently, Acterra maintains inside and outside sales people to process orders and meet with customers regarding their specific tank requirements and needs. We maintain an inventory system of standard tanks plus we provide custom tank applications for Asphalt Storage, Aviation & Jet Fuel, and Chemical Storage. 2. Distributor: The Acterra Group is a distributor for over 50 petroleum related entities. 3. Service Provider: Acterra Group provides repair and maintenance services for petroleum products. Acterra employs factory trained and certified technicians specializing in the repair of petroleum equipment products. Our field teams specialize in government fueling repair and maintenance.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	OPW Fuel Management Certification Veeder-Root Red Jacket Pump Installer Certification Veeder-Root TLS Installer Certification Gasboy Fueling Dispenser Technician Certification PIUSI 2.0 Certification FuelMaster Installation Certification GIR Fuel Management Installation Certification Aboveground Storage Tank Installer (multiple states)	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None	
21	Describe any relevant industry awards or recognition that your company has received in the past five years	Steel Tank Institute: Safety Diamond Club Award 2023 Safety Award of Excellence 2023	*
22	What percentage of your sales are to the governmental sector in the past three years	50	*
23	What percentage of your sales are to the education sector in the past three years	2	*
24	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	State of Iowa - Department of Transportation Petroleum Service: \$31,400 annually City of Cedar Rapids Petroleum Service: \$16,000 annually	*
25	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	The Acterra Group was awarded contract 47QSMS24D004B effective March 24, 2024 - March 23, 2029. The contract included the following SIN: 561210FAC - Facilities Maintenance and Management 332311 - Above Ground Storage Tanks/Systems 238910 - Installation and Site Preparation Services 333914 - Fuel Management Systems	*

Table 2A: References/Testimonials

Line Item 26. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Cedar Rapids, Iowa	Tina Wickman	319-286-5866	*
Iowa Department of Transportation	James Hanson Jean Gustafson	515-766-9780 515-239-1173	*
Kirkwood Community College	Kris Rausch	319-431-9043	*
Colorado Springs Utilities	Michael Neppl	719-669-3873	
University of Iowa	Mike Wadle	319-936-5042	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
27	Sales force.	Current sales force consists of Inside Sales, Outside Sales, and Sales Engineers located in five locations. We also maintain an online store which will be directly available to all Sourcewell clients. The store is available 24 hours per day and is monitored accordingly as orders are placed. A Sourcewell Account Manager will be designated to ensure all Sourcewell related orders are managed appropriately. Inside Sales: 10 Outside Sales: 5 Estimators: 6	*
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Acterra Group is a steel tank manufacturer and provides direct sales of tanks to all customers. Tank availability depends on size and specific product to be stored. Tank equipment is sourced through our Iowa warehouses or shipped directly from manufacturers.	*
29	Service force.	Acterra maintains factory trained service technicians based in office and remote locations throughout the East Coast, Midwest and Western United States. Our technicians are factory certified with the US petroleum equipment manufacturers we currently represent. These include GIR, Gasboy, OPW, Gilbarco, Veeder-Root, and FuelMaster.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All Sourcewell orders will be processed through the Acterra - Sourcewell sales consultant. All orders will be through Acterra without any distributors or dealers.	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Acterra customer service provides a 24 hour response system through our digital paging system. The system is monitored by a live Acterra employee. We strive to provide service within 24 hours of any request, geography dependent. All orders are processed as soon as received. Any items in stock are shipped out the same day, if the order is received by 2 pm CST. Non-stock items are typically shipped to the customer between 7-21 days. Large items, such as aboveground tanks, may require longer lead times up to 8-10 weeks. Any returns will be processed with 7 days of equipment return and credit closeout will be no longer than 30 days.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Acterra is currently providing services and equipment in nearly all regions of the US. Our products have been sold and utilized throughout the US. Acterra can support Sourcewell participating agencies in the United States.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Acterra is willing to provide services to Canada. All products can be provided to Canada. At this time we are not providing such services due to the availability of products in these regions and our current business.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Acterra plans to provide services the entire US as needed. Equipment can be provided to both the US and Canada.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Transportation costs will need to be verified based on the locations being in Hawaii and Alaska. Some equipment items may not be appropriate for weather conditions in Alaska and may need to be substituted.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Acterra plans to utilize digital marketing to promote the Sourcewell contract opportunity. Weekly, Monthly, and Quarterly email campaigns will provide information direct to Sourcewell participants. These email campaigns will tie directly to a specific Sourcewell landing page to allow participants to easy understand the product line being offered by Acterra and the contract requirements. Direct Acterra contacts will be available on this page as well.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Acterra Group currently uses Mailchimp and Dynamics 365 to measure performance of digital marketing. Specific Sourcewell digital email and text campaigns will be developed to determine the marketing penetration and actual consumption of each campaign. A Sourcewell specific landing page will be utilized to track the customer's connection to the campaign and specific information obtained for future follow up by Acterra personnel. The digital marketing will lead the users directly to Acterra's online ordering system for easy purchasing.	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell's role should be to vet the specific vendors prior to entering into a contract. Specific product and service marketing will be Acterra Group's responsibility once awarded. Acterra will utilize a Contract Manager to oversee all activities regarding the Sourcewell contract including sales activities. Acterra staff will all be trained on the Sourcewell contract and communicate to any potential government and education customers, the availability of the contract. Acterra's Sourcewell Account Manager will be the lead contact for all Sourcewell related contracts.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Acterra Group currently operates an online store, www.acterragroup.net . The site is tied to our inventory management ERP, Microsoft Dynamics. Items being sold to Sourcewell will be listed for purchase on this site. Government and educational customers will be able to open specific accounts on this site to gain access to Sourcewell specific pricing.	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product training can be provided for all equipment sold to Sourcewell participating entities. This can include on-site or web based training. Training costs are extra to any equipment to be sold. These costs can be quoted at the time of purchased based on customer need and experience. Many online training options are now available at little or no cost to the end user.	*
43	Describe any technological advances that your proposed Solutions offer.	Fireguard Tanks: • Insulates product in tank from ambient temperature variations, reducing emissions to the environment • Primary and secondary tank can be tightness tested on site with standard testing procedures, unlike other designs • Steel outer wall provides low cost maintenance and protection from weathering • Primary storage tank and secondary containment compatible with a wide range of fuels and chemicals, including biodiesel and ethanol • Support designs available for all seismic requirements • Interstitial space can be monitored for leak detection • Meets temperature requirements when the furnace test was extended to 4 hours • UL 2085 Listed "Protected" tank • Ballistics and Impact protection per UL 2085 • Both the inner and outer steel tanks are built to UL standards • National Fire Protection Association (NFPA) 30 & 30A • International Fire Code (IFC) • California Air Resources Board (CARB) Standing Loss Control testing requirements for air emissions • Steel Tank Institute (STI) Standard F941 for Protected Aboveground Storage Tanks	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	All steel utilized in the fabrication of Acterra Group aboveground storage tanks is American made steel and certified as recyclable.	*

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All steel utilized in the fabrication of Acterra Group aboveground storage tanks is American made steel and certified as recyclable.	*
46	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	The Acterra Group provides turn-key services for Aboveground Storage Tank Systems. The Acterra team can consults on equipment, design specific systems, fabricates the storage tanks, installs the systems, and provide maintenance through the life of the asset. Our diversification and breadth of experience (over 60 years of business in the Petroleum Equipment and Steel Tank Industry) is our main selling point. We partner with our customers by providing a complete product line to serve their aboveground storage tank equipment needs.	*
47	Describe the security system in place for protecting and controlling access to your solutions.	Access Control: Acterra secure access policies are used to verify user identity and provide system access. System access is determined by job description. The Cyberclan Avanan system along with Microsoft Office for email review and remediation.	
48	Describe how you will secure any participating entities' data captured during transactions.	Electronic financial data (credit cards) are captured through the payment gateway authorize.net. This system uses Advanced Fraud Detection to identify, manage and prevent potentially fraudulent transactions. The access to this system is limited by job description.	
49	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	Storing fuel onsite allows operations to work without interruptions, extending run times and reducing costs. Increase productivity and efficiency: Bulk storage tanks allow you to hold large volumes of fuel on site so a site is less likely to run out and productivity can improve or remain at a high standard. Off site fueling takes more time and resources vs on-site. Reduce your costs: Buying on a bulk contract is more cost effective than retail. With a bulk fuel storage tank, you can save money over time and ensure you have reliable and constant access to high-quality fuel. Bulk fuel storage tanks are a great option for those seeking long-term solutions. A stationary, onsite bulk tank for fleet yards or remote locations ensures the fuel you need is easy to access. Reduce the risk of fuel theft: Storing fuel on-site ensures your business can monitor who uses the fuel and who has access so you don't experience theft. In addition, you can add a fuel monitoring, purchasing, and management systems to aboveground fuel tank systems to enhance security and prevent theft.	
50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	Acterra works directly with state and local environmental and fire officials in the various regions. Our teams are well versed in NFPA fire codes and various state aboveground storage tank requirements. We have shipped and/or installed systems in nearly every US state.	
51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	The Acterra Group provides turn-key services for Aboveground Storage Tank Systems. The Acterra team can consults on equipment, design specific systems, fabricates the storage tanks, installs the systems, and provide maintenance through the life of the asset. Acterra has provided SPCC planning along with STI SP001 tank inspection services.	
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None	

Table 5A: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	
54		Minority Business Enterprise (MBE)	☐ Yes ☒ No	
55		Women Business Enterprise (WBE)	☐ Yes ☒ No	
56		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	
57		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	
58		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	
59		Small Business Enterprise (SBE)	☒ Yes ☐ No	
60		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	
61		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
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62	Describe your payment terms and accepted payment methods.	Unless otherwise stated on the Proposal or any Seller invoice, all amounts are due 10 days from the date of the invoice. Any amount not paid when due shall accrue interest at the lesser of 1½% per month or the highest rate allowed by law. All payments shall be made at the office of Seller set forth below unless otherwise stated on the Proposal. Notwithstanding any other provision hereof or on any invoice, Seller has the right to require a deposit, total prepayment or irrevocable letter of credit for the Contract price. If payment is not made when due, Seller reserves the right to demand immediate payment in full for all outstanding invoices and work-in process. Delivery of Goods to Acterra's plant for purpose of convenience or coordination shall be considered "delivery" for billing purposes. If a delay in shipment of Goods or performance of Services is requested by Purchaser, Acterra shall have the right to invoice the Goods which have been identified to the Contract and all Services performed to date; and if shipment is delayed for more than 60 days at the request of Purchaser, Seller shall have the right to charge a reasonable fee for the storage of such Goods. Seller reserves the right to make delivery in two (2) or more lots and Acterra may invoice for each delivery separately. A down payment of a minimum of ten percent (10%) of the contract price may be considered acceptance of the terms and conditions. This down payment will be considered payment of the last percentage of the project billing with progressive billing for the remaining contract. Progressive billings shall be made not to exceed labor, equipment, and services to date. Delivery to our plant for purpose of convenience or coordination shall be considered "delivery" for billing purposes. Purchaser shall be solely responsible for and shall pay all applicable sales, use, excise, governmental surcharge and other taxes (including penalties and interest) levied in connection with this Contract. The Contract price does not include any applicable taxes except as specified and Acterra may invoice for the same by a subsequent or supplemental invoice. If Purchaser is exempt from sales tax, it must provide Seller a current copy of its "Sales Tax Exemption Certificate" as proof of tax exemption status with the respective State in which the sale is made.	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, leasing and rental options are available for tank systems. Minimum six (6) month rental required. Capital leases are available.	*
64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	When an order is placed, whether online or via phone or other communication means, an order is generated with a specific order number for tracking. The order is then processed by Acterra personnel. If items to be ordered are in stock, the order is moved to the shipping department for shipment to the customer. If the item is not in stock or is a custom application, then the equipment items are procured from the appropriate vendor. For tank fabrication, an approval drawing is generated for approval by the customer. Once the approved drawing is received, the custom tank is scheduled for manufacturing. Scheduling of deliveries for tanks and equipment is communicated to the customer as information on the order is received. The Acterra inventory manager follows the status of the order from receipt of the order to the delivery through MS Dynamics GP ERP system for Inventory.	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	P-cards are acceptable	*
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Acterra Group manufactured tanks will be offered at 3% below standard wholesale pricing. Acterra Group is offering fueling equipment from the following manufacturers: OPW, Morrison Brothers, GIR Fuel Management, and Rhino Tuff Tanks. Equipment will be offered at manufacturer's list prices minus 10 percent discount for Sourcwell (list -10%). Service and installation labor and expense prices are being offered 10% below standard rates.	*
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discount will be 10% below list pricing for equipment and 3% below standard wholesale for aboveground storage tanks.	*

68	Describe any quantity or volume discounts or rebate programs that you offer.	Tank Volume Discount: 20+ units 5% extra discount Free Freight: Cim-Tek equipment \$1000 order or above Fill-Rite equipment \$4500 order or above Husky Equipment \$3500 order or above Lincoln Equipment \$3500 order or above Morrison Brothers Equipment \$4000 order or above OPW Equipment \$8500 order or above	*
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any items not provided in our pricing proposal, will be provided to Sourcewell at cost +15%.	*
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Unless noted, installation of equipment is not included in the pricing of equipment with the exception of tank fueling packages. Estimates for installation will be available based on actual site conditions at the time of ordering. No inspection costs are included in Acterra pricing. Training costs will be quoted at the time of order.	*
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs will be added to any orders based upon actual costs unless order qualifies for a free freight discount. Acterra utilizes Fedex for all LTL shipping. For larger shipping and transportation various vendors are utilized based on the geographic location, load size, and availability.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight costs will be added to any orders to Alaska, Hawaii, Canada, and offshore delivery. Acterra utilizes Fedex for all LTL shipping. For larger shipping and transportation various vendors are utilized based on the geographic location, load size, and availability.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Acterra utilizes Fedex for all LTL shipping. For larger shipping and transportation various vendors are utilized based on the geographic location, load size, and availability.	*
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	A monthly audit will be conducted internally, by Acterra accounting staff, to ensure Sourcewell pricing is being utilized correctly for participating agencies. Within 20 days of the end of each quarter, a report will be generated and submitted to Sourcewell summarizing the contract sales for the previous quarter. This report will also detail the administrative fee due to Sourcewell.	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	A monthly audit will be conducted internally, by Acterra accounting staff, to ensure Sourcewell pricing is being utilized correctly for participating agencies. Within 20 days of the end of each quarter, a report will be generated and submitted to Sourcewell summarizing the contract sales for the previous quarter. This report will also detail the administrative fee due to Sourcewell.	*
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Acterra Group will pay 1.5% fee based on actual sales, to Sourcewell as an administrative fee.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
77	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	N/A	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
78	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Aboveground tanks: Include UL 142 Tanks, Horizontal Tanks, Vertical Tanks, UL 2080 (Flameshield) tanks, and UL 2085 (Fireguard) tanks. Tank fueling packages are also provided for fuels including gasoline, diesel fuel, aviation fuel, and jet fuel. Aboveground Tank Accessories: AST accessories are included in the products being provided by the Acterra Group. These accessories include Vents, Tank Monitors and Alarms, Valves, and Overfill Protection. Also included are hanging hard equipment such as hoses, nozzles, and hose reels. Fuel Pumps: Fuel pumps and dispensers will be provided by Acterra under the Sourcewell contract. The pumps and dispensers are a variety of continuous duty and limited duty pumps. Also submersible pumps will be provided. Fuel Management: Multiple fuel management options are available depending on price point and size of fuel points. Turn-key installation services can be provided to install aboveground tanks, aboveground tank systems, related equipment. Factory trained service technicians are available for warranty and non-warranty related service issues, with equipment sold through the Sourcewell contract.	*
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Aboveground Tanks Tank Vents (emergency and atmospheric) Overfill Protection (overfill valves, fill box and fill containers) Tank Monitors (electric monitors and alarms, liquid level gauges and interstitial monitors) Hanging Hardware (manual & automatic nozzles, hoses, hose reels, hose hangars, breakaways, other hose related equipment) Fuel Management (single and multiple hose management with capabilities for in vehicle diagnostics and wifi) Pumps & Dispensers (Island style suction pumps and dispensers, submersible pumps, tank mounted pumps and dispensers)	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	☒ Yes ☐ No	Aboveground storage tanks for fuels, oils, DEF	*
81	Mobile fuel, fluid, and gas storage solutions	☐ Yes ☒ No	Not provided	*
82	Hardware related to the aboveground storage tanks and mobile storage solutions described in 80 and 81 above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories	☒ Yes ☐ No	Providing turn key services	*
83	Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in 80-82 above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed	☒ Yes ☐ No	Providing turn key services	*
84	Services related to the solutions described in 80-83 above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.	☒ Yes ☐ No	Providing turn key services	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Pricing.zip - Thursday August 15, 2024 09:36:49
 - [Financial Strength and Stability](#) - Acterra - Financial Statements_June 2024.pdf - Thursday August 15, 2024 07:33:45
 - [Marketing Plan/Samples](#) - Marketing.zip - Thursday August 15, 2024 08:55:40
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Transaction Documents.zip - Thursday August 15, 2024 07:48:23
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Acterra Group - BOND PRE-QUALIFICATION LETTER - Generic.pdf - Wednesday August 14, 2024 15:38:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tad Cooper, CEO, Acterra Group, LLC.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 1 Fuel Fluid Storage RFP 081524 Thu August 8 2024 07:26 AM	☒	3



Memorandum

Date: October 28, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260026-B-PH, Palm Tree Planting (**Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260026-B-PH, Palm Tree Planting, to Pine Lake Nursery, for the period of October 10, 2025 through October 9, 2028, in an amount not to exceed \$40,620.00 for the Public Works Department – Parks and Parkways Division.

Background

On September 26, 2025, the City issued an Invitation to Bid for Palm Tree Planting for the Parks and Parkways Department. The contract was competitively bid, a total of four (4) firms downloaded the Bid document, and the City received two (2) responses. Pine Lake Nursery provided the lowest, responsive, and responsible bid. The purpose of this contract is to supply, deliver and install palm trees throughout the City (see attached memo). It is anticipated that five (5) palm trees will be planted along Dodecanese Blvd. this fiscal year with the option for additional trees to be planted as future budgets allow.

Funding

001-1204-537.63-00, Project GG2605

Strategic Plan Objective

N/A

BID TABULATION Note: This is a preliminary summary. THIS IS NOT AN AWARD	OPENED: October 10, 2025 @ 3:00 PM	BID TITLE: 260026-B-PH, Palm Tree Planting	READ BY: Patty Hall TABBED BY: Patty Hall DEPT: Parks and Parkways
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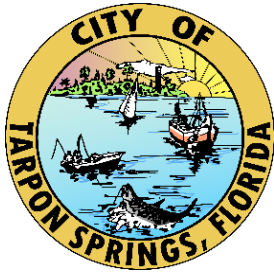
****Graceful Heights Ministries**

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
Supply, Deliver and Install Sylvester Palm Tree 10-12'	15	\$ 6,250.00	\$ 93,750.00
Arborjet Palm Tree Inoculation	60	\$ 275.00	\$ 16,500.00
TOTAL			\$ 110,250.00
ADD ALTERNATIVE			
Supply, Deliver and Install Sylvester Palm Tree 12-14'	15	\$ 5,950.00	\$ 89,250.00

Pine Lake Nursery

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
Supply, Deliver and Install Sylvester Palm Tree 10-12'	15	\$ 2,200.00	\$ 33,000.00
Arborjet Palm Tree Inoculation	60	\$ 52.00	\$ 3,120.00
TOTAL			\$ 36,120.00
ADD ALTERNATIVE			
Supply, Deliver and Install Sylvester Palm Tree 12-14'	15	\$ 2,500.00	\$ 37,500.00

** Disqualified - Bid was deemed non-responsive.



City of Tarpon Springs

PUBLIC WORKS DEPARTMENT
324 EAST PINE STREET
POST OFFICE BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711

MEMORANDUM:

TO: Janina Lewis, Procurement Services Director
THROUGH: Chris Cotta, Public Works Director *Chris Cotta*
FROM: James Burke, Parks and Parkways Supervisor *James Burke*
DATE: October 22, 2025
SUBJECT: Palm Purchase and Installation

Recommendation:

Approve the bid from Pine Lake Services, LLC in the amount of \$40,620.00 for the installation of Fifteen (15) 12-14'CT Diamond Cut Sylvester Palms, Bracing included and Inoculation treatments quarterly for 1 year.

Funding:

The funding source will be the Tree Bank account number 001-1204-537.63-00. The Project Code is GG2605.



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

INVITATION TO BID PALM TREE PLANTING for THE CITY OF TARPON SPRINGS

Date: September 26, 2025

Bid No.: 260026-B-PH

Sealed bids will be received electronically by the City of Tarpon Springs, Procurement Services, 324 East Pine Street, Tarpon Springs, FL 34689. Documents can be obtained from the Bonfire website at <https://ctsfl.bonfirehub.com/opportunities>. All documents and attachments must be uploaded by the date and time indicated:

3:00 p.m., October 10, 2025

at which time bids will be publicly opened and read aloud for:

Palm Tree Planting for the City of Tarpon Springs

Bids and all addenda shall be available only through <https://ctsfl.bonfirehub.com/opportunities>.

Instructions to Bidders

Submission and Receipt of Bids

Submitting electronically through the online procurement services of BonfireBidder.

Bidders who are E-Bidding for the first time, the City of Tarpon Springs uses a Bonfire procurement portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

Submissions received after the ITB Due Date and time shall not be considered. It is the sole responsibility of the Bidder to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

Preparation of Bids

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Form is to be used in submitting your bid. All information required by the Bid form shall be furnished. The bidder shall print or type its name and manually sign the schedule and each continuation sheet on which an entry is made. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- b. Electronic Signatures. The Bid documents may be executed with an electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this bid and shall be treated in all respects as an original handwritten signature.
- c. All bids must be signed by the firm's name and by an officer or employee having authority to bind the company or firm by vendor's signature.
- d. Unit price shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Proposed service/delivery times must be shown and shall include Saturdays, Sundays, and Holidays (if applicable).
- f. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, and services as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as result of failure or omission on the part of the bidder to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of City or the compensation to the vendor.
- h. Bidders are advised that all City contracts are subject to all legal requirements provided for in any Procurement Resolutions or Policies of City and State and Federal Statutes.
- i. The bidder shall retain a copy of all bid documents for future reference.

Explanations to Bidders

All questions or requests for additional information are required to be in writing and may be e-mailed to purchasing@ctsfl.us or posted on Bonfire.

Questions must be submitted, in writing, not later than October 3, 2025, at 3:00 p.m.

Any verbal responses to questions or changes or additions to the Scope of Services or any part of this ITB shall not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through <https://ctsfl.bonfirehub.com/opportunities> should be considered for your bid submittal.

Compliance

Failure to comply with the ITB in full may be the cause for the rejection of the bid. Bids must conform to the scope of services and terms and conditions. Bids must be returned on the forms provided. Nonconformance with these instructions is grounds for rejection of bid.

Rejection of Bids

The City reserves the right to accept or reject any and all bids or parts of bids, waive minor informalities, and request rebids on the material or services described in the ITB.

Ex-Parte Communication. In order to ensure fair evaluation of bids, ex-parte communication initiated by bidders is prohibited from the time the responses are opened until a final decision has been made. No bidder may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a bidder after the responses are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004
jlewis@ctsfl.us

The City may, however, initiate communication with any bidder in order to obtain additional information or clarification necessary for fair evaluation of their bid. Ex-parte communication initiated by a bidder may disqualify that bidder from consideration for this or future ITBs.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

JL:ph

SECTION 1 - INSTRUCTIONS

1.1 COMMENCEMENT OF WORK. If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

1.2 RESPONSIBILITY TO READ AND UNDERSTAND. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

1.3 FORM AND CONTENT OF BIDS. Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the bid be submitted. The bid must provide all the information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

1.4 SPECIFICATIONS. Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. The burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

1.5 MODIFICATION/WITHDRAWAL OF BID. Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

1.6 DEBARMENT DISCLOSURE. If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

1.7 RESERVATIONS. The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.8 OFFICIAL SOLICITATION DOCUMENT. Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

1.9 COPYING OF BIDS. Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

1.10 CONTRACTOR ETHICS. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Bidders and Contractors. To achieve the purpose of this Article, it is essential that Bidders and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

1.11 GIFTS. The city will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.

1.12 PROTESTS AND APPEALS. If a Bidder believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Bidder may submit a written protest. All protests and appeals are governed by the City of Tarpon Springs Purchasing Policy and Procedures. If any discrepancy exists between this Section and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting the Procurement Services Department.

1.13 EVALUATION PROCESS. Bids will be reviewed by the Procurement Services Department and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

1.14 PRESENTATIONS/INTERVIEWS. The bidder must provide a formal presentation/interview upon request.

1.15 CRITERIA FOR EVALUATION AND AWARD. The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.

a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure the performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review the bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Price. We will then evaluate the bids that have met the requirements above.

1.16 COST JUSTIFICATION. In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

1.17 CONTRACT NEGOTIATIONS AND ACCEPTANCE. Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.18 NOTICE OF INTENT TO AWARD. Notices of the City's intent to award a Contract are posted to Procurement's website located at <https://ctsfl.bonfirehub.com/opportunities>. It is the bidder's responsibility to check the City of Tarpon Springs's bid posting website at <https://ctsfl.bonfirehub.com/opportunities> to view relevant bid information and notices.

1.19 BID TIMELINE. Dates are tentative and subject to change.

Release ITB: September 26, 2025

Advertise City website/ <https://ctsfl.bonfirehub.com/opportunities>: September 26, 2025

Bids due: October 10, 2025, at 3:00 p.m.

Award recommendation: October 28, 2025

1.20 CONE OF SILENCE. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

SECTION 2-STANDARD TERMS AND CONDITIONS

2.1 DEFINITIONS. Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, Tarpon Springs, agency, requestor, parties", "bid, proposal, response, quote".

2.2 INDEPENDENT CONTRACTOR. It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2.3 SUBCONTRACTING. Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

2.4 ASSIGNMENT. This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such an event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

2.5 SUCCESSORS AND ASSIGNS, BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

2.6 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.

2.7 NON-EXCLUSIVITY. The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

2.8 AMENDMENTS. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

2.9 TIME OF THE ESSENCE. Time is of the essence to the performance of the parties' obligations under this Agreement.

2.10 COMPLIANCE WITH APPLICABLE LAWS.

a. General. Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. Drug-Free Workplace. Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. Federal and State Immigration Laws. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

(i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

d. Nondiscrimination. Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

2.11 SALES/USE TAX, OTHER TAXES. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

2.12 AMOUNTS DUE THE CITY. Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City.

2.13 OPENNESS OF PROCUREMENT PROCESS. Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meetings. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK1@CTSFL.US**

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Tarpon Springs (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by a common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

2.14 AUDITS AND RECORDS. Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

2.15 BACKGROUND CHECK. The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

2.16 SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL. The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from the performance of services under this Agreement.

2.17 DEFAULT.

a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar

action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures Manual.

c. Notice and Opportunity to Cure. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

2.18 REMEDIES. The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

2.19 CONTINUATION DURING DISPUTES. Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

2.20 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Agreement in part or entirely upon thirty (30) calendar days' written notice.

2.21 TERMINATION FOR CONFLICT OF INTEREST. Florida Statutes Section 112. Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

2.22 TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

2.23 PAYMENT TO CONTRACTOR UPON TERMINATION. Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has completed both its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

2.24 NON-WAIVER OF RIGHTS. There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay exercising any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

2.25 INDEMNIFICATION/LIABILITY.

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for the actions of the Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

Nothing contained in this section shall be considered a waiver of the City of Tarpon Springs' rights and protections under sovereign immunity and Florida Statute 768.28.

2.26 WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this

warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

2.27 THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES. Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

2.28 NO GUARANTEE OF WORK. Aside from the requirements in this bid document, Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represents the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

2.29 OWNERSHIP. All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

2.30 USE OF NAME. Contractor will not use the name of the City of Tarpon Springs in any advertising or publicity without obtaining the prior written consent of the City.

2.31 PROHIBITED ACTS. Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

2.32 FOB DESTINATION FREIGHT PREPAID AND ALLOWED. All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

2.33 RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

2.34 SAFEGUARDING CITY PROPERTY. Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

2.35 WARRANTY OF RIGHTS. Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

2.36 PROPRIETARY RIGHTS INDEMNIFICATION. Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

2.37 CONTRACT ADMINISTRATION. The contract will be administered by the Procurement Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

2.38 FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and government regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

2.39 COOPERATIVE USE OF CONTRACT. The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

2.40 FUEL CHARGES AND PRICE INCREASES. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.

2.41 NOTICES. All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or

registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

2.42 GOVERNING LAW, VENUE. This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

2.43 INTEGRATION CLAUSE. This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

2.44 PROVISIONS REQUIRED BY LAW. Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

2.45 SEVERABILITY. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

2.46 SURVIVING PROVISIONS. Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

2.47 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

2.48 SCRUTINIZED COMPANIES: Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel list, created pursuant to 215.4725 (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

ANY AND ALL SPECIAL CONDITIONS AND SERVICES ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION 3- SCOPE OF SERVICES

INTRODUCTION

The City of Tarpon Springs, Florida is soliciting Bids from qualified suppliers or nurseries for the purchase, delivery and installation of Sylvester Palm Trees on an as-needed basis in accordance with the specifications outlined below. The selected vendor will be responsible for providing high-quality, healthy trees that meet or exceed the stated criteria and delivering to, and planting at, the designated project site.

3.1. SERVICES SUMMARY DESCRIPTION

Description: This Bid seeks to acquire Florida Fancy Sylvester Palms on an as-needed basis as part of a landscaping enhancement initiative. These palm trees are intended to provide both decorative and functional benefits and enhancing the visual appeal and overall value of the site.

3.2. Specifications:

- Tree Type: Sylvester Palm (Phoenix sylvestris) Florida Fancy #1
- Quantity: Estimated 15
- Clear Trunk (CT): 10 to 12 feet
- Trunk Style: Diamond Cut (cleaned, sculpted for aesthetic appearance)
- Condition: Healthy, disease-free, well-rooted
- Root Ball: Properly wrapped, intact root ball suitable for transplanting
- Bracing & Staking: Required for all palm trees

Add Alternate: (Provide Separate Line-Item Pricing) Same specifications as above except:

- Clear Trunk (CT): 12 to 14 feet

3.3. Additional Services (Provide Separate Line-Item Pricing)

- Arborjet Palm Tree Inoculation: One-year treatment program, applied quarterly (four treatments total per tree)

3.4. Plant Notes:

- All plant material shall be warranted for 90 days.
- Documentation of watering will be maintained by the City of Tarpon Springs and submitted in accordance with the care instructions provided by the awarded vendor.

3.5. Project Site: Delivery and installation shall be at select locations throughout the City.

It is anticipated that the City will install five (5) trees at the Tarpon Springs Sponge Docks along Dodecanese Blvd. during this fiscal year (2025/2026). The City will prepare the tree wells for installation. Additional installations (number of trees and locations) will be at the discretion of the City as future budgets allow.

3.6 Protection of Property

Contractor shall take every precaution to protect City and personal property from damage. Contractor shall rectify any and all damage that occurs to any building, apparatus, equipment or

other City-owned or privately-owned property as a result of the activities of contractor employees in performing the work described by these specifications. Such repairs shall take place within 24 hours of the occurrence. In the case of a failure on the part of the Contractor to repair or otherwise rectify the damage, the City may proceed to repair or restore the aforementioned damage, and the cost of said repairs shall be deducted from monies due to the Contractor. In the event that parts or materials are not available, Contractor shall arrive at an agreement with the City as to when repairs are to be implemented. Should this circumstance arise, Contractor shall make suitable temporary repairs, such as boarding up a broken window, as necessary to ensure security is not affected. Such repairs shall be affected by the Contractor at no cost to the City.

3.7 Workmanship

Any and all discrepancies found in the work performed resulting from these specifications shall be rectified within a 48-hour period.

3.8 Safety

Contractor shall take all necessary precautions to ensure that no injury occurs to any person or persons during work performed as a result of this specification. In the event that any operation or equipment is deemed to be unsafe, Contractor shall immediately suspend said activity until a safe method or machine can be implemented or acquired to perform the task. The Contractor shall be responsible for the safe conduct of contractor personnel during the accomplishment of the work specified herein.

3.9 Bidders Qualifications

The Contractor shall be an established landscape maintenance contractor with a history of successfully executing commercial landscape maintenance Awards. Such history shall be for a continuous three-year period. Contractor shall have all licenses, certifications and other legal documents necessary to perform the work outlined in this specification. An inspection of Bidder's place of business and equipment may be performed prior to the award of bid for the purpose of enabling the City representative to determine responsibility.

3.10 Required Bidder Submittals:

To ensure compliance with these requirements Bidders must submit:

- a. References - Provide five (5) references from present or former clients, complete with contact persons telephone number and email address. References shall be work performed within the last three (3) years.
- b. Relevant experience in supplying Sylvester Palms or similar large tree species including photos or other documentation (if available)
- c. Personnel: A list of personnel qualified to perform this work and employed full-time by the bidder including the length of time the employee has been with the firm.
- d. Time Estimate: Estimated time per week, in terms of man-hours, needed to perform this work.
- e. Subcontractors: A list of subcontractors, if any, that are to be employed to fulfill this award.
- f. Equipment: Bidders shall submit a complete list of equipment that is owned by their company and intends to use to fulfill this award. This is necessary for the City representative to determine responsibility.
- g. Licenses, Certifications, etc.: A list of documents proving ability or authorization to perform the work specified herein to include Pinellas County approved best management practices course for landscape maintenance and current certificates of Insurance.
- h. Warranty or guarantee policy covering tree health at the time of delivery.

SECTION 4-GENERAL CONDITIONS

4.1 BEGINNING AND END DATE OF INITIAL TERM.

The term of this agreement shall be for three (3) years from the date of contract execution. If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

4.2 EXTENSION. The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

4.3. PRICES. All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

4.4. BID FOR ALTERNATES: Alternate bids provide for options other than what is stated in the base bid. The City may select any combination or reject any or all Alternate Bids as best serves the interest of the City.

BID FORM

BID No. 260026-B-PH

PALM TREE PLANTING

BIDDER _____

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- b. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**BID FORM PRICING
BID NO. 260026-B-PH
PALM TREE PLANTING**

Item #	Description	Estimated Quantity	Unit Price	Extension
1.	Supply, Deliver and Install Sylvester Palm Tree 10-12'	15	\$ _____	\$ _____
2.	Arborjet Palm Tree Inoculation	60	\$ _____	\$ _____
Total Net Bid Price:	\$ _____			
3. Add Alternate:	Supply, Deliver and Install Sylvester Palm Tree 12-14'	15	\$ _____	\$ _____

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Payment: We accept Visa for payment: ___Yes ___No. Payment must be processed in ___days after receipt of proper invoice or services accepted (whichever is the latter).

Price Extension for Additional Units:

The City, through its Procurement Services Director, may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

_____ months for _____ additional units after award of this bid.
(Number) (No. of Units*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

* Please insert of number of units (not to exceed the bid quantity).

Bidder: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Printed Name and Title

Authorized Signature

Date

List at least Five (5) References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email:	
Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
2. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email:	
Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
3. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email:	
Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
4. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email:	
Phone Number:	
Agency/Company Name:	
Address:	

Date completed/or if in Progress:	
5. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email:	
Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information

Company Name:

Contact Name:

Address:

Address:

City:

State:

Zip:

Telephone:

Fax:

E-Mail Address:

Website:

2. How long has your firm been in business? _____

3. How long has your firm provided these services? _____

4. Annual gross revenues of your firm? (Check the appropriate box)
☐ under \$100,000 ☐ \$100,000 - \$499,000 ☐ \$500,000 - \$999,000
☐ \$1,000,000 - \$2,000,000 ☐ over \$2,000,000

5. How many full and part-time employees do you currently employ?
Full-time: _____ Part-time: _____

6. Provide information on your employee staffing by category and the number of employees in each category.

Category

of employees

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?

8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?

9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.

10. Have you had a contract terminated by a customer in the past 3 years? _____ If yes, please explain.

11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).

12. Provide a copy of your firm's Federal Employer Tax ID certificate (W9).

13. Provide a copy of all your current insurance coverage for General Liability, Automobile and Workers' Compensation.

14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).

15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid/Proposal.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

VENDOR'S PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
- 1) Workers' Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis", such insurance to include coverage for loading and unloading hazards.
 - 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement of the policy:
- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

AGREEMENT EXHIBIT CERTIFICATION

The CITY OF Tarpon Springs (City), a municipal corporation with principal offices located at 324 East Pine St, Tarpon Springs FL, 34689, and CONTRACTOR executing this document by and through its authorized agent

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1.2.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

1.2.2. Is engaged in business operations in Syria.

1.3. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a

breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST

Company Name

Signature of Corporate Secretary

Signature

Type/Print Name of Corporate Secy.

Type/Print Name

Date

Date

(CORPORATE SEAL)

LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council, Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

By: _____

Signature

Witness

(Printed Name)

(Title)

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST

Bidder Vendor Name:

Proposer/Contractor FEIN: _____
Proposer/Contractor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the company identified above in the section entitled "Bidder Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by: _____

Who is authorized to sign on behalf of the above-referenced company.

Print Name and Title:

Date: _____

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20__

Signed: _____

Entity: _____

Name: _____

Title: _____



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

INVITATION TO BID PALM TREE PLANTING for THE CITY OF TARPON SPRINGS

Date: September 26, 2025

Bid No.: 260026-B-PH

Sealed bids will be received electronically by the City of Tarpon Springs, Procurement Services, 324 East Pine Street, Tarpon Springs, FL 34689. Documents can be obtained from the Bonfire website at <https://ctsfl.bonfirehub.com/opportunities>. All documents and attachments must be uploaded by the date and time indicated:

3:00 p.m., October 10, 2025

at which time bids will be publicly opened and read aloud for:

Palm Tree Planting for the City of Tarpon Springs

Bids and all addenda shall be available only through <https://ctsfl.bonfirehub.com/opportunities>.

Instructions to Bidders

Submission and Receipt of Bids

Submitting electronically through the online procurement services of BonfireBidder.

Bidders who are E-Bidding for the first time, the City of Tarpon Springs uses a Bonfire procurement portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

Submissions received after the ITB Due Date and time shall not be considered. It is the sole responsibility of the Bidder to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

Preparation of Bids

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Form is to be used in submitting your bid. All information required by the Bid form shall be furnished. The bidder shall print or type its name and manually sign the schedule and each continuation sheet on which an entry is made. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- b. Electronic Signatures. The Bid documents may be executed with an electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this bid and shall be treated in all respects as an original handwritten signature.
- c. All bids must be signed by the firm's name and by an officer or employee having authority to bind the company or firm by vendor's signature.
- d. Unit price shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Proposed service/delivery times must be shown and shall include Saturdays, Sundays, and Holidays (if applicable).
- f. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, and services as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as result of failure or omission on the part of the bidder to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of City or the compensation to the vendor.
- h. Bidders are advised that all City contracts are subject to all legal requirements provided for in any Procurement Resolutions or Policies of City and State and Federal Statutes.
- i. The bidder shall retain a copy of all bid documents for future reference.

Explanations to Bidders

All questions or requests for additional information are required to be in writing and may be e-mailed to purchasing@ctsfl.us or posted on Bonfire.

Questions must be submitted, in writing, not later than October 3, 2025, at 3:00 p.m.

Any verbal responses to questions or changes or additions to the Scope of Services or any part of this ITB shall not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through <https://ctsfl.bonfirehub.com/opportunities> should be considered for your bid submittal.

Compliance

Failure to comply with the ITB in full may be the cause for the rejection of the bid. Bids must conform to the scope of services and terms and conditions. Bids must be returned on the forms provided. Nonconformance with these instructions is grounds for rejection of bid.

Rejection of Bids

The City reserves the right to accept or reject any and all bids or parts of bids, waive minor informalities, and request rebids on the material or services described in the ITB.

Ex Parte Communication. In order to ensure fair evaluation of bids, ex parte communication initiated by bidders is prohibited from the time the responses are opened until a final decision has been made. No bidder may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a bidder after the responses are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004
jlewis@ctsfl.us

The City may, however, initiate communication with any bidder in order to obtain additional information or clarification necessary for fair evaluation of their bid. Ex parte communication initiated by a bidder may disqualify that bidder from consideration for this or future ITBs.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

JL:ph

SECTION 1 - INSTRUCTIONS

1.1 COMMENCEMENT OF WORK. If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

1.2 RESPONSIBILITY TO READ AND UNDERSTAND. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

1.3 FORM AND CONTENT OF BIDS. Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the bid be submitted. The bid must provide all the information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

1.4 SPECIFICATIONS. Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. The burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

1.5 MODIFICATION/WITHDRAWAL OF BID. Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

1.6 DEBARMENT DISCLOSURE. If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

1.7 RESERVATIONS. The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.8 OFFICIAL SOLICITATION DOCUMENT. Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

1.9 COPYING OF BIDS. Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

1.10 CONTRACTOR ETHICS. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Bidders and Contractors.

To achieve the purpose of this Article, it is essential that Bidders and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

1.11 GIFTS. The city will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.

1.12 PROTESTS AND APPEALS. If a Bidder believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Bidder may submit a written protest. All protests and appeals are governed by the City of Tarpon Springs Purchasing Policy and Procedures. If any discrepancy exists between this Section and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting the Procurement Services Department.

1.13 EVALUATION PROCESS. Bids will be reviewed by the Procurement Services Department and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

1.14 PRESENTATIONS/INTERVIEWS. The bidder must provide a formal presentation/interview upon request.

1.15 CRITERIA FOR EVALUATION AND AWARD. The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.

a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure the performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review the bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Price. We will then evaluate the bids that have met the requirements above.

1.16 COST JUSTIFICATION. In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

1.17 CONTRACT NEGOTIATIONS AND ACCEPTANCE. Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.18 NOTICE OF INTENT TO AWARD. Notices of the City's intent to award a Contract are posted to Procurement's website located at <https://ctsfl.bonfirehub.com/opportunities>. It is the bidder's responsibility to check the City of Tarpon Springs's bid posting website at <https://ctsfl.bonfirehub.com/opportunities> to view relevant bid information and notices.

1.19 BID TIMELINE. Dates are tentative and subject to change.

Release ITB: September 26, 2025

Advertise City website/ <https://ctsfl.bonfirehub.com/opportunities>: September 26, 2025

Bids due: October 10, 2025, at 3:00 p.m.

Award recommendation: October 28, 2025

1.20 CONE OF SILENCE. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

SECTION 2-STANDARD TERMS AND CONDITIONS

2.1 DEFINITIONS. Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, Tarpon Springs, agency, requestor, parties", "bid, proposal, response, quote".

2.2 INDEPENDENT CONTRACTOR. It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2.3 SUBCONTRACTING. Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

2.4 ASSIGNMENT. This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such an event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

2.5 SUCCESSORS AND ASSIGNS, BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

2.6 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.

2.7 NON-EXCLUSIVITY. The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

2.8 AMENDMENTS. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

2.9 TIME OF THE ESSENCE. Time is of the essence to the performance of the parties' obligations under this Agreement.

2.10 COMPLIANCE WITH APPLICABLE LAWS.

a. General. Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. Drug-Free Workplace. Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. Federal and State Immigration Laws. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

(i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

d. Nondiscrimination. Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

2.11 SALES/USE TAX, OTHER TAXES. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

2.12 AMOUNTS DUE THE CITY. Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City.

2.13 OPENNESS OF PROCUREMENT PROCESS. Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meetings. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK1@CTSFL.US**

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Tarpon Springs (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

l) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by a common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

2.14 AUDITS AND RECORDS. Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

2.15 BACKGROUND CHECK. The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

2.16 SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL. The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from the performance of services under this Agreement.

2.17 DEFAULT.

a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar

action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures Manual.

c. Notice and Opportunity to Cure. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

2.18 REMEDIES. The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

2.19 CONTINUATION DURING DISPUTES. Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

2.20 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Agreement in part or entirely upon thirty (30) calendar days' written notice.

2.21 TERMINATION FOR CONFLICT OF INTEREST. Florida Statutes Section 112. Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

2.22 TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

2.23 PAYMENT TO CONTRACTOR UPON TERMINATION. Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has completed both its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

2.24 NON-WAIVER OF RIGHTS. There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay exercising any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

2.25 INDEMNIFICATION/LIABILITY.

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for the actions of the Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

Nothing contained in this section shall be considered a waiver of the City of Tarpon Springs' rights and protections under sovereign immunity and Florida Statute 768.28.

2.26 WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this

warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

2.27 THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES. Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

2.28 NO GUARANTEE OF WORK. Aside from the requirements in this bid document, Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represents the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

2.29 OWNERSHIP. All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

2.30 USE OF NAME. Contractor will not use the name of the City of Tarpon Springs in any advertising or publicity without obtaining the prior written consent of the City.

2.31 PROHIBITED ACTS. Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

2.32 FOB DESTINATION FREIGHT PREPAID AND ALLOWED. All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

2.33 RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

2.34 SAFEGUARDING CITY PROPERTY. Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

2.35 WARRANTY OF RIGHTS. Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

2.36 PROPRIETARY RIGHTS INDEMNIFICATION. Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

2.37 CONTRACT ADMINISTRATION. The contract will be administered by the Procurement Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

2.38 FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

2.39 COOPERATIVE USE OF CONTRACT. The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

2.40 FUEL CHARGES AND PRICE INCREASES. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.

2.41 NOTICES. All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or

registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

2.42 GOVERNING LAW, VENUE. This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

2.43 INTEGRATION CLAUSE. This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

2.44 PROVISIONS REQUIRED BY LAW. Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

2.45 SEVERABILITY. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

2.46 SURVIVING PROVISIONS. Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

2.47 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

2.48 SCRUTINIZED COMPANIES: Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel list, created pursuant to 215.4725 (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

ANY AND ALL SPECIAL CONDITIONS AND SERVICES ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION 3- SCOPE OF SERVICES

INTRODUCTION

The City of Tarpon Springs, Florida is soliciting Bids from qualified suppliers or nurseries for the purchase, delivery and installation of Sylvester Palm Trees on an as-needed basis in accordance with the specifications outlined below. The selected vendor will be responsible for providing high-quality, healthy trees that meet or exceed the stated criteria and delivering to, and planting at, the designated project site.

3.1. SERVICES SUMMARY DESCRIPTION

Description: This Bid seeks to acquire Florida Fancy Sylvester Palms on an as-needed basis as part of a landscaping enhancement initiative. These palm trees are intended to provide both decorative and functional benefits, and enhancing the visual appeal and overall value of the site.

3.2. Specifications:

- Tree Type: Sylvester Palm (Phoenix sylvestris) Florida Fancy #1
- Quantity: Estimated 15
- Clear Trunk (CT): 10 to 12 feet
- Trunk Style: Diamond Cut (cleaned, sculpted for aesthetic appearance)
- Condition: Healthy, disease-free, well-rooted
- Root Ball: Properly wrapped, intact root ball suitable for transplanting
- Bracing & Staking: Required for all palm trees

Add Alternate: (Provide Separate Line-Item Pricing) Same specifications as above except:

- Clear Trunk (CT): 12 to 14 feet

3.3. Additional Services (Provide Separate Line-Item Pricing)

- Arborjet Palm Tree Inoculation: One-year treatment program, applied quarterly (four treatments total per tree)

3.4. Plant Notes:

- All plant material shall be warrantied for 90 days.
- Documentation of watering will be maintained by the City of Tarpon Springs and submitted in accordance with the care instructions provided by the awarded vendor.

3.5. Project Site: Delivery and installation shall be at select locations throughout the City.

It is anticipated that the City will install five (5) trees at the Tarpon Springs Sponge Docks along Dodecanese Blvd. during this fiscal year (2025/2026). The City will prep the tree wells for installation. Additional installations (number of trees and locations) will be at the discretion of the City as future budgets allow.

3.6 Protection of Property

Contractor shall take every precaution to protect City and personal property from damage. Contractor shall rectify any and all damage that occurs to any building, apparatus, equipment or

other City-owned or privately-owned property as a result of the activities of contractor employees in performing the work described by these specifications. Such repairs shall take place within 24 hours of the occurrence. In the case of a failure on the part of the Contractor to repair or otherwise rectify the damage, the City may proceed to repair or restore the aforementioned damage and the cost of said repairs shall be deducted from monies due to the Contractor. In the event that parts or materials are not available, Contractor shall arrive at an agreement with the City as to when repairs are to be implemented. Should this circumstance arise, Contractor shall make suitable temporary repairs, such as boarding up a broken window, as necessary to ensure security is not affected. Such repairs shall be affected by the Contractor at no cost to the City.

3.7 Workmanship

Any and all discrepancies found in the work performed resulting from these specifications shall be rectified within a 48-hour period.

3.8 Safety

Contractor shall take all necessary precautions to ensure that no injury occurs to any person or persons during work performed as a result of this specification. In the event that any operation or equipment is deemed to be unsafe, Contractor shall immediately suspend said activity until a safe method or machine can be implemented or acquired to perform the task. The Contractor shall be responsible for the safe conduct of contractor personnel during the accomplishment of the work specified herein.

3.9 Bidders Qualifications

The Contractor shall be an established landscape maintenance contractor with a history of successfully executing commercial landscape maintenance Awards. Such history shall be for a continuous three-year period. Contractor shall have all licenses, certifications and other legal documents necessary to perform the work outlined in this specification. An inspection of Bidder's place of business and equipment may be performed prior to the award of bid for the purpose of enabling the City representative to determine responsibility.

3.10 Required Bidder Submittals:

To ensure compliance with these requirements Bidders must submit:

- a. References - Provide five (5) references from present or former clients, complete with contact persons telephone number and email address. References shall be work performed within the last three (3) years.
- b. Relevant experience in supplying Sylvester Palms or similar large tree species including photos or other documentation (if available)
- c. Personnel: A list of personnel qualified to perform this work and employed full-time by the bidder including the length of time the employee has been with the firm.
- d. Time Estimate: Estimated time per week, in terms of man-hours, needed to perform this work.
- e. Subcontractors: A list of subcontractors, if any, that are to be employed to fulfill this award.
- f. Equipment: Bidders shall submit a complete list of equipment that is owned by their company and intends to use to fulfill this award. This is necessary for the City representative to determine responsibility.
- g. Licenses, Certifications, etc.: A list of documents proving ability or authorization to perform the work specified herein to include Pinellas County approved best management practices course for landscape maintenance and current certificates of Insurance.
- h. Warranty or guarantee policy covering tree health at the time of delivery.

SECTION 4-GENERAL CONDITIONS

4.1 BEGINNING AND END DATE OF INITIAL TERM.

The term of this agreement shall be for three (3) years from the date of contract execution. If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

4.2 EXTENSION. The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

4.3. PRICES. All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

4.4. BID FOR ALTERNATES: Alternate bids provide for options other than what is stated in the base bid. The City may select any combination or reject any or all Alternate Bids as best serves the interest of the City.

BID FORM

BID No. 260026-B-PH

PALM TREE PLANTING

BIDDER Pine Lake Services LLC

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
<u>09/29/2025</u>	<u>1</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

- b. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**BID FORM PRICING
BID NO. 260026-B-PH
PALM TREE PLANTING**

Item #	Description	Estimated Quantity	Unit Price	Extension
1.	Supply, Deliver and Install Sylvester Palm Tree 10-12'	15	\$ 2,200.00	\$33,000.00
2.	Arborjet Palm Tree Inoculation	60	\$52.00	\$3,120.00
Total Net Bid Price:	\$ 36,120.00			
3. Add Alternate:	Supply, Deliver and Install Sylvester Palm Tree 12-14'	15	\$2,500.00	\$37,500.00

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Payment: We accept Visa for payment: ☒ Yes ☐ No. Payment must be processed in 30 days after receipt of proper invoice or services accepted (whichever is the latter).

Price Extension for Additional Units:

The City, through its Procurement Services Director, may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

6 months for 5 additional units after award of this bid.
(Number) (No. of Units*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

* Please insert of number of units (not to exceed the bid quantity).

Bidder: Pine Lake Services LLC

Address: 12980 Tarpon Springs Road

City: Odessa State: FL Zip: 33556

Phone No.: 813.345.4890 Fax No.: _____ Email: connor@pinelakellc.com
Connor Spears, President

Printed Name and Title

Connor Spears
Authorized Signature

10/08/2025

Date

List at least Five (5) References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1. Project/Contract Name:	City of Tampa TREEmendous Tree Project
Dollar Value:	\$467,000.00
Contact Name:	Sherri Mullis
Email:	Sherri.Mullis@tampagov.net
Phone Number:	813.927.1418
Agency/Company Name:	City of Tampa
Address:	Various locations around Tampa, Florida
Date completed/or if in Progress:	In progress
2. Project/Contract Name:	St. Petersburg Library
Dollar Value:	\$45,000.00
Contact Name:	Vito DiRuggiero
Email:	e: VDiruggiero@biltmorefl.com
Phone Number:	t: 727-585-2084
Agency/Company Name:	Biltmore Construction
Address:	St. Petersburg, FL
Date completed/or if in Progress:	July 2025
3. Project/Contract Name:	Sandy Lane Elementary School
Dollar Value:	\$67,000.00
Contact Name:	Marko Czerkas
Email:	marko.czerkas@ajaxbuilding.com
Phone Number:	813.778.7385
Agency/Company Name:	Ajax Building Co
Address:	Clearwater, FL
Date completed/or if in Progress:	November 2024
4. Project/Contract Name:	74th St Elementary School
Dollar Value:	\$413,000.00
Contact Name:	Leonardo Chaves
Email:	leonardo.chaves@skanska.com
Phone Number:	813 399 3610
Agency/Company Name:	Skanska
Address:	Largo, FL

Date completed/or if in Progress:	December 2024
5. Project/Contract Name:	Moffitt Ruskin Hospital
Dollar Value:	\$685,000.00
Contact Name:	Taylor Sommers
Email:	Taylor.Sommers@whiting-turner.com
Phone Number:	813-541-0632
Agency/Company Name:	Whiting Turner
Address:	Ruskin, FL
Date completed/or if in Progress:	February 2025

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information

Pine Lake Services LLC DBA Pine Lake Companies or Pine Lake Nursery and
Landscape LLC

Company Name: _____

Contact Name: Connor Spears

Address: 12980 Tarpon Springs Road

Address: _____

City: Odessa State: FL Zip: 33556

Telephone: 813.345.4890 Fax: _____

E-Mail Address: connor@pinelakellc.com Website: pinelakellc.com

2. How long has your firm been in business? 27 years

3. How long has your firm provided these services? 27 years

4. Annual gross revenues of your firm? (Check the appropriate box)
- ☐ under \$100,000 ☐ \$100,000 - \$499,000 ☐ \$500,000 - \$999,000
- ☐ \$1,000,000 - \$2,000,000 ☒ over \$2,000,000

5. How many full and part-time employees do you currently employ?
- Full-time: 75 Part-time: _____

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Management	17
Irrigation	5
Construction Labor	10
Maintenance Labor	43

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?
John Amarosa, COO; 25 years landscaping experience. Employed with Pine Lake since 2020
Terry McLane; General Manager, 30 years landscaping experience. Employed since 2022
8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
Truck, CAT loader, staking materials and equipment
9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
n/a
10. Have you had a contract terminated by a customer in the past 3 years? _____ If yes, please explain.
We sometimes lose maintenance contract due to pricing, the sale of a property (new management), or expiration of a multi-year contract in which the owner goes out to bid.
We have not had a project-based / installation contract terminated.
11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).
12. Provide a copy of your firm's Federal Employer Tax ID certificate (W9).
13. Provide a copy of all your current insurance coverage for General Liability, Automobile and Workers' Compensation.
14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).
15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid/Proposal.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

VENDOR'S PRINTED NAME: Connor Spears

AUTHORIZED SIGNATURE: 

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
- 1) Workers' Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
 - 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement of the policy:
- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

AGREEMENT EXHIBIT CERTIFICATION

The CITY OF Tarpon Springs (City), a municipal corporation with principal offices located at 324 East Pine St, Tarpon Springs FL, 34689, and CONTRACTOR executing this document by and through its authorized agent

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1.2.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

1.2.2. Is engaged in business operations in Syria.

1.3. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a

breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Pine Lake Services LLC

ATTEST


Signature of Corporate Secretary

DINA L. SCHNEIDER
Type/Print Name of Corporate Secy.

10-08-2025
Date

(CORPORATE SEAL)



Company Name

Connor Spears
Signature

Connor Spears

Type/Print Name

10/08/2025
Date

Date

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council, Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By: Connor Spears

Signature

[Signature]

Witness

Connor Spears

(Printed Name)

President

(Title)

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST

Bidder Vendor Name: Pine Lake Services LLC

Proposer/Contractor FEIN: <u>27-3360158</u>
Proposer/Contractor's Authorized Representative Name and Title: <u>Connor Spears, President</u>
Address: <u>12980 Tarpon Springs Road</u>
City: <u>Odessa</u> State: <u>FL</u> Zip: <u>33556</u>
Phone Number: <u>813.345.4890</u>
Email Address: <u>connor@pinelakellc.com</u>

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the company identified above in the section entitled "Bidder Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by: 

Who is authorized to sign on behalf of the above-referenced company.

Print Name and Title: Connor Spears, President

Date: 10/08/2025

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: October 8, 2025

Signed: _____



Entity: Pine Lake Services LLC

Name: Connor Spears

Title: President

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: October 8, 2025

Signed: 

Entity: Pine Lake Services LLC

Name: Connor Spears

Title: President



Memorandum

Date: October 28, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Application 25-55:** Annexation, Future Land Use Map amendment, and Rezoning of property located at 630 July Drive (**Renea Vincent, Planning & Zoning Director**) (15 Minutes)

Recommendation

Staff has determined that the intent of the Land Development Code (LDC) criteria, particularly Section 208.00(G) is met. Although the detached garage on the property does not comply with the current City LDC standards with respect to the minimum rear yard setback, staff has determined that this will not create an “undue burden” or hardship with respect to City resources. Staff recommends approval of the following:

1. **Ordinance 2025-12** (quasi-judicial) to annex approximately 0.610 acres into the City of Tarpon Springs municipal boundary,
2. **Ordinance 2025-13** (legislative) to amend the Future Land Use Map (FLUM) from Pinellas County land use designation RU (Residential Urban) to City of Tarpon Springs designation RU (Residential Urban), and,
3. **Ordinance 2025-14** (quasi-judicial) to amend the Official Zoning Atlas from Pinellas County zoning district R-4 (One, Two and Three Family Residential) to City of Tarpon Springs zoning district R-70 (One and Two Family Residential).

Background

The applicant is requesting annexation of approximately 0.610 acres of property in conjunction with a proposed Future Land Use Map (FLUM) amendment from Pinellas County RU (Residential Urban) to City of Tarpon Springs RU (Residential Urban), and, a rezoning from Pinellas County R-4 (One, Two and Three Family Residential) to City of Tarpon Springs R-70 (One and Two Family Residential).



Planning and Zoning Board Recommendation

The Planning and Zoning Board reviewed this item at their regular meeting of September 15, 2025 with six members present. The Board unanimously recommended approval of the following:

1. **Ordinance 2025-12** (quasi-judicial) to annex approximately 0.610 acres into the City of Tarpon Springs municipal boundary,
2. **Ordinance 2025-13** (legislative) to amend the Future Land Use Map (FLUM) from Pinellas County land use designation RU (Residential Urban) to City of Tarpon Springs designation RU (Residential Urban), and,
3. **Ordinance 2025-14** (quasi-judicial) to amend the Official Zoning Atlas from Pinellas County zoning district R-4 (One, Two and Three Family Residential) to City of Tarpon Springs zoning district R-70 (One and Two Family Residential).

Funding

N/A

Strategic Plan Objective

N/A



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[SEPTEMBER 15, 2025 / SEPTEMBER 30, 2025, OCTOBER 28, 2025]

STAFF REPORT – SEPTEMBER 8, 2025

Application No. / Project Title: #25-55 / Barbieri Annexation

Staff: Patricia L. McNeese, AICP, Planning Supervisor

Applicant / Owner: Kathleen Barbieri / Terrence A. Cassidy

Property Size: 0.610 acres

Current Zoning: Pinellas County – RU (Residential Urban)

Proposed Zoning: Tarpon Springs – RU (Residential Urban)

Current Future Land Use: Pinellas County – R-4 (One, Two and Three Family Residential)

Proposed Future Land Use: Tarpon Springs – R-70 (One and Two Family Residential)

Location / Parcel ID: 630 July Drive, approximately 170 feet west of Dixie Highway,
Parcel Number: 06-27-16-39528-006-0070

Ordinances: Ordinance No. 2025-12 Annexation
Ordinance No. 2025-13 Future Land Use Map Amendment
Ordinance No. 2025-14 Zoning Atlas Amendment

BACKGROUND SUMMARY:

The applicant is requesting annexation of approximately 0.610 acres of property in conjunction with a proposed Future Land Use Map (FLUM) amendment from Pinellas County RU (Residential Urban) to City of Tarpon Springs RU (Residential Urban), and, a rezoning from Pinellas County R-4 (One, Two and Three Family Residential) to City of Tarpon Springs R-70 (One and Two Family Residential). The basis of the applicant’s annexation request is discussed below.

PRELIMINARY STAFF RECOMMENDATION:

Staff has determined that the intent of the Land Development Code (LDC) criteria, particularly Section 208.00(G) is met. Although the detached garage on the property does not comply with the current City LDC standards with respect to the minimum rear yard setback, staff has determined that this will not create an “undue burden” or hardship with respect to City resources. Staff recommends **approval** of the following:

1. **Ordinance 2025-12** (quasi-judicial) to annex approximately 0.610 acres into the City of Tarpon Springs municipal boundary,
2. **Ordinance 2025-13** (legislative) to amend the Future Land Use Map (FLUM) from Pinellas County land use designation RU (Residential Urban) to City of Tarpon Springs designation RU (Residential Urban), and,
3. **Ordinance 2025-14** (quasi-judicial) to amend the Official Zoning Atlas from Pinellas County zoning district R-4 (One, Two and Three Family Residential) to City of Tarpon Springs zoning district R-70 (One and Two Family Residential).



CURRENT PROPERTY INFORMATION:

Use of Property:	Two-family residential
Site Features:	Developed with a duplex residence and a detached garage
Vehicle Access:	The parcel is accessed from July Drive.
Flood Zone:	The property is not in a flood zone and is not in the Coastal High Hazard Area.

SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	Pinellas County R-4 (One, Two and Three Family Residential)	Pinellas County RU (Residential Urban)
South:	Tarpon Springs R-70 (One and Two Family Residential)	Tarpon Springs RU (Residential Urban)
East:	Pinellas County R-4 (One, Two and Three Family Residential)	Pinellas County RU (Residential Urban)
West:	-Pinellas County R-4 (One, Two and Three Family Residential) -Tarpon Springs R-70 (One and Two Family Residential)	-Pinellas County RU (Residential Urban) -Tarpon Springs RU (Residential Urban)

PLANNING CONSIDERATIONS:

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. The applicant has requested annexation of property located at 630 July Drive. The property is currently developed with a two-family (duplex) residential structure and a detached garage. The applicant has expressed a desire to reconfigure the lot lines, once annexed, to place the detached garage on the property to the south located at 611 Beckett Way. Although the parcel reconfiguration appears to be the basis for the applicant's request, it is not under review as part of the current application.
2. Pinellas County is reporting no active code enforcement cases associated with the property to be annexed.
3. The property was built in 1986. The property size and dimensions are compliant with the standards for a two-family dwelling in the R-70 zoning district found in Section 25.03 of the Land Development Code. The applicant has provided a survey of the property. The minimum yard standards of both the current County zoning district and the proposed City zoning district are met with the exception of the rear yard setback of the detached garage. That structure is therefore a legal nonconforming structure in Pinellas County jurisdiction and would continue as such in the City's jurisdiction.

REVIEW STANDARDS / STAFF ANALYSIS - ANNEXATION:

Section 208.00 of the LDC and Chapter 171.043, Florida Statutes provide standards for annexations. These standards, along with planning staff's analysis are provided below:



- 1. Whether the property in question would create a municipal or county enclave upon annexation; i.e.: whether the area to be annexed is contiguous to the City's boundaries and is reasonably compact.**

Staff Analysis: The property is contiguous to the existing Tarpon Springs municipal limits on the south side and will not create an enclave.

- 2. Whether the property in question would reduce a "Type A" enclave as identified in the City's Interlocal Service Boundary Agreement with Pinellas County.**

Staff Analysis: Florida Statutes Section 171.031(13)(a) defines an enclave as "Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality." This is referred to as a "Type A" enclave per the Interlocal Service Boundary Agreement (ISBA) with Pinellas County. The agreement was executed to provide flexibility with regard to statutory annexation processes in order to promote sensible service boundaries within the highly urban character of Pinellas County. The flexibility provided allows the City to annex noncontiguous properties that are in a Type A enclave notwithstanding the statutory annexation standards.

The subject property is not located within a "Type A" enclave and therefore would not reduce a "Type A" enclave. However, the property already meets the geographic criteria for annexation due to its adjacency to the municipal limits.

- 3. The impact of the property in question upon public facilities and the ability of the City to serve the property in question with public facilities upon annexation.**

Staff Analysis: The property has the following public facilities service characteristics:

- The City provides potable water service to this property. The City has the capacity to serve the property with both water and sewer service. Sewer service infrastructure is not in place on July Drive and would have to be extended by the property owner to receive service in the future. The property is currently served with an on-site sewage disposal system.
- The parcel frontage and access is via July Drive which is an existing roadway under the jurisdiction of Pinellas County.
- The property is within the City's solid waste service area. The City has the capacity to provide solid waste service to this property.
- The property is developed with a duplex and is exempt from stormwater handling requirements.
- The property is already located within the Tarpon Springs Fire District. The City has the ability to provide law enforcement services for this property.



- 4. The history or status of any Pinellas County code enforcement actions or violations that may cause an undue burden on the City. Such actions include, but are not limited to unpermitted construction, FEMA violations, nonconforming uses and illegal or prohibited uses.**

Staff Analysis: A search of Pinellas County records using the property address and the property parcel number revealed no active/open code enforcement cases on file for the subject property.

The property was built in 1986. The property size and dimensions are compliant with the standards for a two-family dwelling found in Section 25.03 of the Land Development Code (R-70 zoning district standards). The survey of the property provided by the applicant shows that the rear yard setback of the detached garage is approximately nine (9) feet which does not conform with the minimum rear yard setback requirements of both the County and the City. Pinellas County requires a 10-foot rear yard setback (R-4 zoning district standard), and the City requires a 20-foot rear yard setback (R-70 zoning district standard). If annexed into the City the detached garage would therefore continue as a legal nonconforming structure in the City's jurisdiction. This condition is not expected to place any level of burden on City facilities or operations.

- 5. Whether the property in question is consistent with the City's Comprehensive Plan.**

Staff Analysis: The applicant has requested a Future Land Use Map (FLUM) amendment to the Residential Urban (RU) category. This is consistent with the Comprehensive Plan Place-Based Area Map depiction of the area as Neighborhood Suburban. Neighborhood Suburban is characterized as "established suburban neighborhoods with limited infill opportunities. These areas may have historically developed at lower than allowable density as designated by the Future Land Use Map. Opportunities for new housing include accessory dwelling units and evolution of single family homes to 1, 2, 3, and 4 family units and context-sensitive, non-residential uses, such as pop-up commercial, corner stores, neighborhood markets, and accessory commercial units" (Policy FLU 2.1.2). This property is located in an area of older original plats of relatively small lots that have been combined and reconfigured to create larger parcels with a variety of housing types. Properties surrounding the subject property include a triplex and a duplex to the west, a duplex to the east, single family and duplex residences to the south and single family residences to the north. This is an existing area of stable mixed housing in a setting of established neighborhoods with mature landscaping and neatly-kept properties. This annexation is consistent with the City's vision of a Neighborhood Suburban character for this area.

REVIEW STANDARDS / STAFF ANALYSIS – COMPREHENSIVE PLAN MAP AMENDMENT

Section 207.03(C) of the LDC provides the standard for Comprehensive Plan amendments, namely, meeting the standards of state law.

Staff Analysis: The table below compares the Pinellas County's Residential Urban (current) FLUM category, and the City's Residential Urban (proposed) FLUM category. The uses are largely similar. The current allowable density (7.5 dwelling units per acre), floor area ratio (0.40) and impervious surface ratio (0.65) would remain unchanged. The Residential Urban FLUM designation also carries out the City's vision of "Neighborhood Suburban" as depicted on the Place-Based Area Map of the



Comprehensive Plan. The Housing Element's intent of meeting expected housing needs by promoting growth of infill development (especially outside the Coastal High Hazard Area per Policy CM 3.4.1), and, providing for a variety of housing types (Policy H 1.1.6) are also implemented with this annexation.

The FLUM amendment to the Residential Urban category is found to be consistent with the 2045 Comprehensive Plan and with state law.

Comprehensive Plan: The standards for the Pinellas County Residential Urban (RU) and pending City Residential Urban RU) FLUM categories are compared below:

	Current FLU: Pinellas County – Residential Urban (RU)	Proposed FLU: Tarpon Springs – Residential Urban (RU)
INTENT:	It is the purpose of this category to depict those areas of the County that are now developed, or appropriate to be developed, in an urban low-density residential manner, and to recognize such areas as primarily well-suited for residential uses that are consistent with the urban qualities and natural resource characteristics of such areas.	Intended to depict areas that are now developed, or appropriate to be developed, in a moderate density residential manner; and to recognize such areas as primarily well-suited for a mix of single-family residential and context-sensitive infill development of two, three, and four-family dwellings.
PRIMARY USES:	Residential	<u>Permitted Uses:</u> Residential, Residential equivalent, Public/Semi-public, Community gardens
SECONDARY USES:	Residential equivalent, Institutional, Office, Personal service/Office support, Retail commercial, Live/Work, Transportation utility, Ancillary nonresidential, Recreation/Open space	<u>Subject to Acreage Limits:</u> Ancillary non-residential, Transportation/Utility, Public/Semi-public (not including public education facilities)
MAX. DENSITY:	7.5 dwelling units / acre	7.5 dwelling units / acre
MAX. FLOOR AREA RATIO (Non-Residential):	0.40	0.40
MAX. IMPERVIOUS SURFACE (Non-Residential):	0.65	0.65



REVIEW STANDARDS / STAFF ANALYSIS - REZONING:

Section 207.03(A) of the Tarpons Springs Comprehensive Zoning and Land Development Code provides standards for zoning map amendments. These standards, along with planning staff's analysis are provided below:

1. The amendment is consistent with the goals, objectives and policies of the Tarpon Springs Comprehensive Plan.

Staff Analysis: See the above analysis of the FLUM amendment to the RU (Residential Urban) category. The proposed R-70 (One and Two Family Residential) zoning district is consistent with this category. It is also consistent with the goals, objectives and policies of the 2045 Comprehensive Plan, as described above under the Comprehensive Plan Amendment review standards.

2. The available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.

Staff Analysis: The table on the following page lists the uses allowable in the Pinellas County R-4 zoning district and the City of Tarpon Springs R-70 zoning district. Many of the permitted and conditional uses listed under both County and City zoning districts are not practical for this property due to its size and location. The property is already developed with a duplex. Any proposed conditional use would need approval by the Board of Commissioners and must show compatibility with the surrounding area. Overall, the scope of potential uses would be significantly reduced with the change from County zoning to City zoning, and the primary focus on residential uses is fundamentally compatible and appropriate with the established residential neighborhood in which this property is situated.

Rezoning: The standards for the Pinellas R-4 (One, Two and Three Family Residential) and pending City R-70 (One and Two Family Residential) zoning districts are compared below:

	Current Zoning: Pinellas County – R-4 (One, Two and Three Family Residential)	Proposed Zoning: City – R-70 (One and Two Family Residential)
Permitted/Conditional Uses:	affordable housing development, assisted living facility, community residential home, live/work dwelling, single family dwellings (attached, detached, zero lot line), two-family and three-family dwellings, mobile home park, manufactured home, bed and	<u>Permitted:</u> community assembly, emergency service facilities, family care homes, public parks and recreation facilities, schools of general education, single family detached dwellings, two family dwellings <u>Conditional:</u> community residential

continued



	Current Zoning: Pinellas County – R-4 (One, Two and Three Family Residential)	Proposed Zoning: City – R-70 (One and Two Family Residential)
	breakfast, short-term vacation rentals, community service or fraternal club, golf course, natural resources/wildlife management, parks and recreation areas, cemetery, day care facility, environmental education facility, government building, library, meeting hall, schools (pre-K through grade 12), shelter housing, mass transit center, surface parking, parking structure, wireless communication facility, utilities, community gardens, excavation pits, land filling	homes, congregate care facilities, day care centers, day care homes, family care homes, home occupations, light utility service, schools of special education, two family dwellings, single family semi-detached dwellings
Max. Density	7.5 dwelling units per acre	7.5 dwelling units per acre
Max. Non-Residential Floor Area	0.40	0.40
Max. Impervious Surface Ratio	0.65	0.65
Lot Standards:		
Min. Lot Area	5,000 square feet (single family) 7,500 (2 & 3 family)	7,000 square feet (single family) 10,000 square feet (two family)
Min. Lot Width	50 feet (single family) 75 feet (2 & 3 family)	60 feet
Min. Lot Depth	80 feet	80 feet
Max. Height	35 feet	35 feet
Setbacks:		
Front Yard	20 feet	25 feet
Side Yard	6 feet	7.5 feet
Side Street	10 feet	15 feet
Rear Yard	10 feet	20 feet



3. The amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.

Staff Analysis: Annexation of this property would expand the City's infill housing in an established, stable neighborhood already developed with a mix of housing types. The annexation would provide for efficient and orderly growth.

The property has the following public facilities service characteristics:

- The City provides potable water service to this property. The City has the capacity to serve the property with both water and sewer service. Sewer service infrastructure is not in place on July Drive and would have to be extended by the property owner to receive service in the future. The property is currently served with an on-site sewage disposal system.
- The parcel frontage and access is via July Drive which is an existing roadway under the jurisdiction of Pinellas County.
- The property is within the City's solid waste service area. The City has the capacity to provide solid waste service to this property.
- The property is developed with a duplex and is exempt from stormwater handling requirements.
- The property is already located within the Tarpon Springs Fire District. The City has the ability to provide law enforcement services for this property.

The City is already providing some services and can provide full service to this parcel without significant financial impacts.

4. The amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities, including transportation, waste and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities. Compliance with the adopted Levels of Service standards can be demonstrated if necessary.

Staff Analysis: The City has the capacity to serve the property with all public facilities. The proposed annexation of this existing developed parcel will not adversely affect the City's ability to provide standard public facilities and will not degrade levels of service for any facilities.

TECHNICAL REVIEW COMMITTEE (TRC):

The TRC reviewed this project on August 8, 2025, for completeness and conformance to the Comprehensive Zoning and Land Development Code and the Comprehensive Plan. The TRC determined that the application was complete and ready for processing.

PUBLIC CORRESPONDENCE:

The property owners within 500 feet were sent written notification in accordance with Section 206.00(J)(4) of the City of Tarpon Springs Comprehensive Zoning and Land Development Code and



Chapter 166.041, Florida Statutes. Notice was advertised in the *Tampa Bay Times*. A total of 80 property owners received post cards. Staff has not received any responses to these notices.

ATTACHMENTS:

1. Slide Presentation
2. Application
3. Survey
4. Technical Review Committee comments
5. Draft Ordinances 2025-12, 2025-13 and 2025-14
6. Legal Public Notice

BARBIERE ANNEXATION #25-55

Planning & Zoning Board – September 15, 2025

Board of Commissioners – September 30, 2025 and October 28, 2025



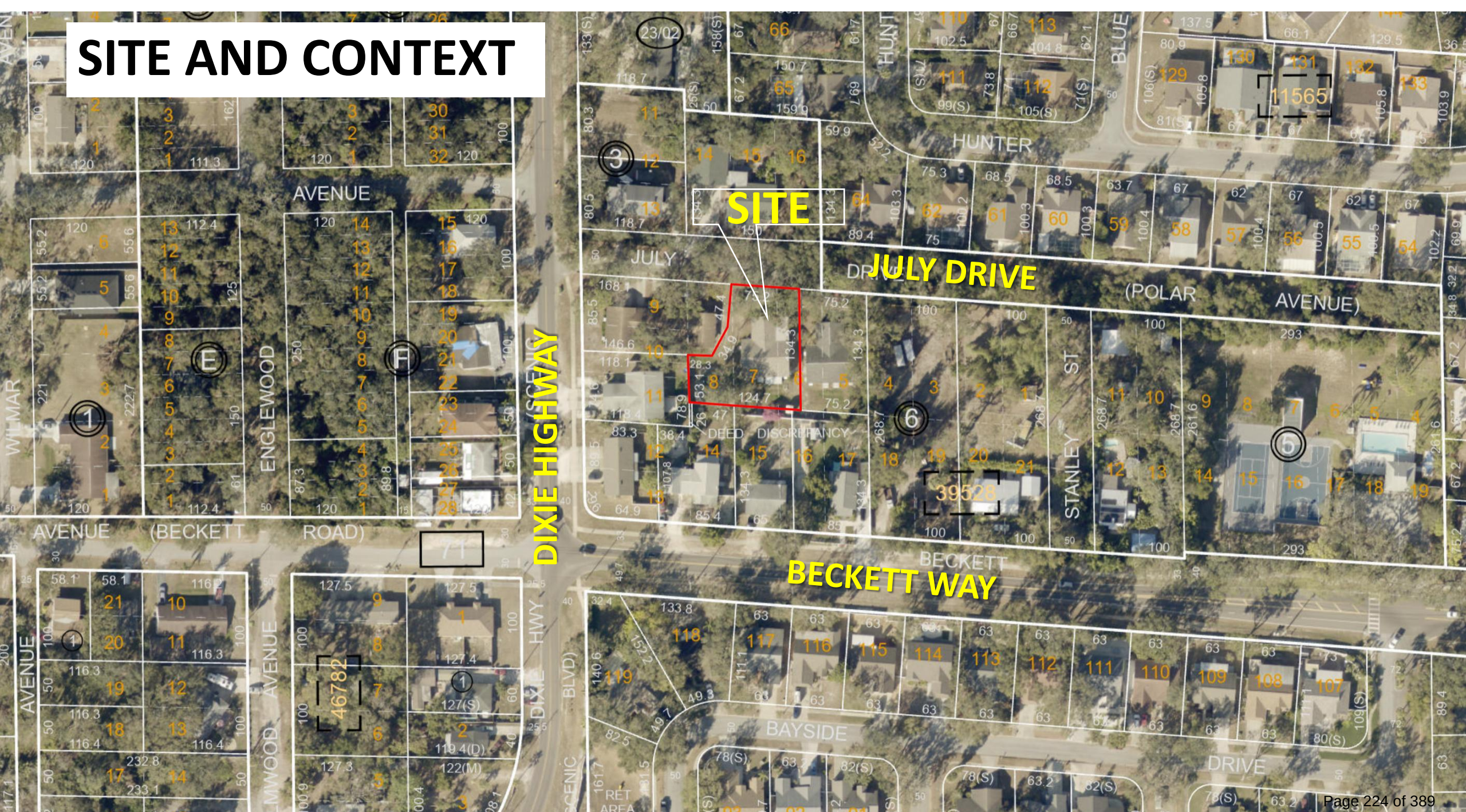


SUMMARY OF REQUESTS

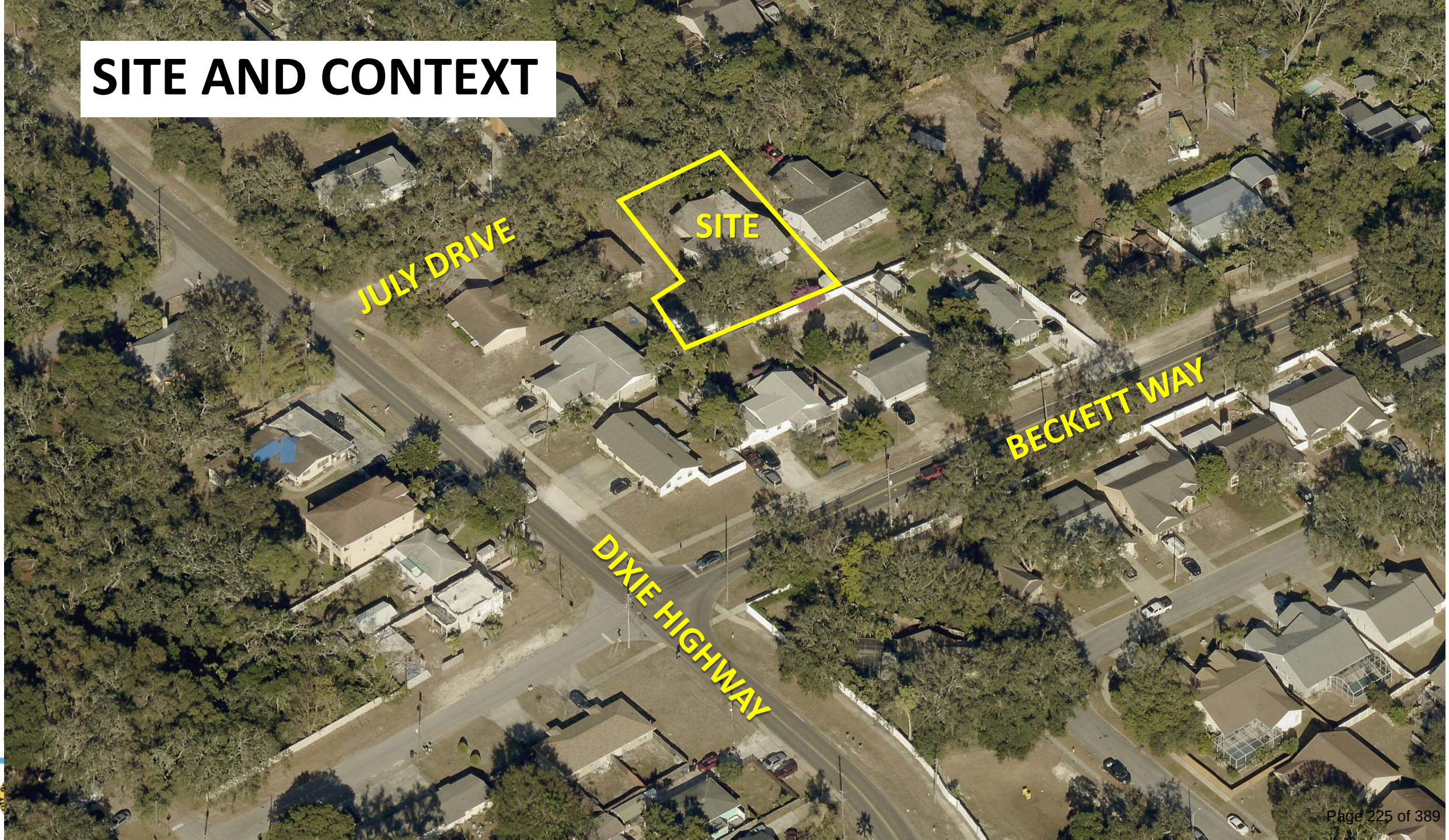
#25-55 – 630 July Drive, approximately 170 feet west of Dixie Highway

1. **Annex** – Ordinance 2025-12
 - 0.610 acres into City of Tarpon Springs
 2. **Future Land Use Map Amendment (FLUM)** – Ordinance 2025-13
 - Current: RU (Pinellas County – Residential Urban)
 - Proposed: RU (City of Tarpon Springs – Residential Urban)
 3. **Rezoning** – Ordinance 2025-14
 - Current: Pinellas County – R-4 (One, Two and Three Family Residential)
 - Proposed: Tarpon Springs – R-70 (One and Two Family Residential)
- **Applicant / Owner**: Kathleen Barbieri / Terrence A. Cassidy
 - **Current Use**: Two-family dwelling with detached garage

SITE AND CONTEXT



SITE AND CONTEXT



SITE LOCATION, FUTURE LAND USE

CURRENT CITY LIMITS
within shaded areas



**Residential
Urban**



Residential
Urban

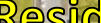
SITE

Residential Urban

Residential Medium



Recreation
Open
Space



Residential
Urban

Residential Medium



Public/
Semi-
Public

Residential
Low
Medium

SITE LOCATION, ZONING

CURRENT CITY LIMITS
within shaded areas

RPD

R-70

R-60

LC

RM

SITE

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SITE LOCATION, ZONING

CURRENT CITY LIMITS within shaded areas

RPD

R-70

R-60

LC

RM

SITE

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SITE LOCATION, ZONING

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SITE LOCATION, ZONING

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Page 227 of 389

SITE LOCATION, ZONING

CURRENT CITY LIMITS
within shaded areas

RPD

R-70

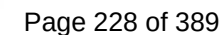
R-60

LC

RM

SITE

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SURVEY



REVIEW CRITERIA - ANNEXATION

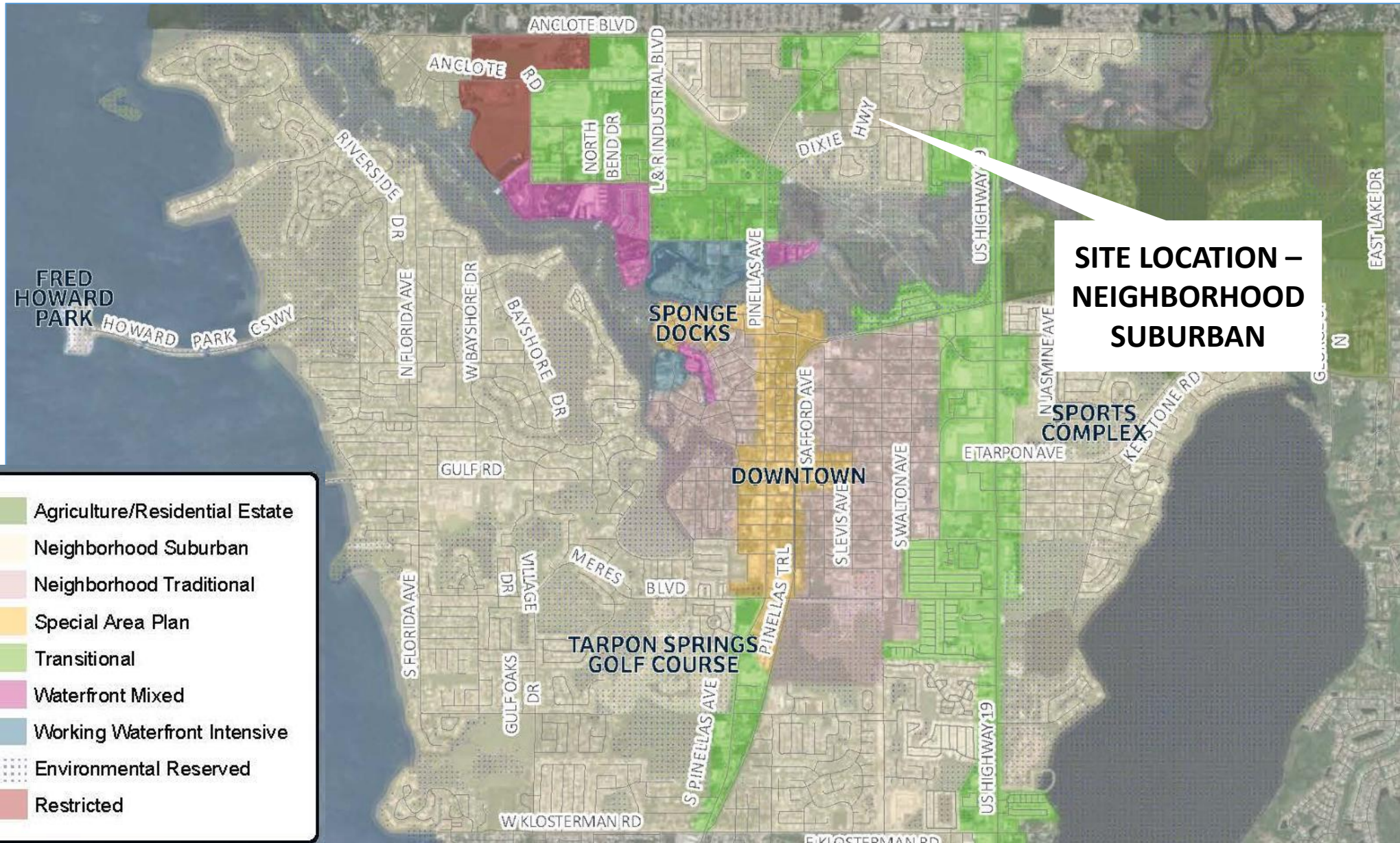
- 1) Annexation of the property would not create a municipal or county enclave, is contiguous to the City's boundaries, and, is reasonably compact.
- 2) This property is not within a "Type A" enclave but is also contiguous with the municipal boundaries.
- 3) The City has the capacity to serve the property with utilities and currently provides potable water service. Roadway access is taken from July Drive, a Pinellas County roadway. The property is already served with City fire protection/emergency response. All other City services are available upon annexation.
- 4) Pinellas County has no active code enforcement case on the subject property. There is a detached garage on the property that does not meet the required minimum rear yard setback in the current county zoning district, or in the proposed city zoning district. This legal nonconforming structure would continue as such if annexed and is not expected to place a burden on City resources.
- 5) The property is consistent with the proposed Future Land Use Map category.



REVIEW CRITERIA – FLUM AMENDMENT

- 1) The proposed Residential Urban (RU) Future Land Use Map (FLUM) category is consistent with the policies of the Comprehensive Plan and the FLUM designations of the surrounding area.
- 2) The Residential Urban (RU) category is also consistent with the Neighborhood Suburban designation of the Place-Based Area Map.
- 3) The Residential Urban (RU) FLUM category will maintain the current density (7.5 dwelling units per acre), floor area ratio (0.40) and impervious surface ratio (0.65).

SITE LOCATION, PLACE-BASED AREA MAP





REVIEW CRITERIA - REZONING

- 1) The R-70 (One and Two Family Residential) Zoning District is consistent with the Residential Urban (RU) Future Land Use Map category.
- 2) The R-70 zoning district is appropriate to, and compatible with, the predominant uses in the area (stable established neighborhood of mixed housing types).
- 3) The amendment would provide for efficient and orderly growth as it would expand housing choices and infill opportunity in a stable neighborhood and further the overall vision of the Neighborhood Suburban Place-Based area as expressed in the 2045 Comprehensive Plan.
- 4) The amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities, including transportation, potable water, sanitary sewer, solid waste, drainage, law enforcement and fire/emergency protection.



PRELIMINARY STAFF RECOMMENDATION

#25-55 – Staff recommends approval of:

- Ordinance 2025-12: Annex +/- 0.610 acres into Tarpon Springs municipal limits.
- Ordinance 2025-13: Amend the Future Land Use Map from Pinellas County RU (Residential Urban) category to City of Tarpon Springs RU (Residential Urban) category.
- Ordinance 2025-14: Amend the Zoning Atlas from Pinellas County R-4 (One, Two and Three Family Residential) district to City of Tarpon Springs R-70(One and Two Family) zoning district.

Public Notice – This item was advertised as required. No responses were received.



PLANNING AND ZONING BOARD RECOMMENDATION

#25-55 – The Planning and Zoning Board reviewed this item at their regular meeting of September 15, 2025 with six members present. The Board unanimously recommended approval of:

- Ordinance 2025-12: Annex +/- 0.610 acres into Tarpon Springs municipal limits.
- Ordinance 2025-13: Amend the Future Land Use Map from Pinellas County RU (Residential Urban) category to City of Tarpon Springs RU (Residential Urban) category.
- Ordinance 2025-14: Amend the Zoning Atlas from Pinellas County R-4 (One, Two and Three Family Residential) district to City of Tarpon Springs R-70(One and Two Family) zoning district.

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, ANNEXING 0.30 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE. APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of record of said property has requested to annex said property described in Section 2; and,

WHEREAS, the parcel is contiguous to the City of Tarpon Springs municipal boundary and is located within the City's planning area; and,

WHEREAS, annexation of the property will not create an enclave; and,

WHEREAS, the City of Tarpon Springs can provide services to the property; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this Ordinance on September 15, 2025; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. FINDINGS: ANNEXATION

1. That this Ordinance will not create an enclave upon annexation.
2. That the property is not located in a "Type A" enclave as identified in the City's Interlocal Service Boundary Agreement with Pinellas County.
3. That annexation of the property will not have an adverse impact upon public facilities.
4. That the City will be able to provide public services to the property upon annexation.
5. That the history or status of any Pinellas County code enforcement actions, violations and/or nonconforming uses of the property will not cause undue burden on the City.

6. That the property is consistent with the City's Comprehensive Plan and Future Land Use Map.

Section 2. ANNEXATION

In accordance with Chapter 171.044, F.S. the property described as,

All of Lot 7 and a portion of Lots 6 and 8, HIGH POINT PARK, as shown on plat recorded in Plat Book 14, Page 67, of the Public Records of Pinellas County, Florida more particularly described as follows:

Begin at the Northeast corner of said Lot 8, Block 6; thence South 85°36'18" East along the Northerly boundary lines of Lots 6 and 7, for 75.28 feet; thence South 0°35'18" East for 134.36 feet; thence North 85°36'18" West along the Southerly boundary lines of Lots 6, 7 and 8, for 124.76 feet; thence North 0°39'00" West along the Westerly boundary lines of 8, for 53.15 feet; thence South 87°41'17" East for 28.30 feet; thence North 25°52'09" East for 34.92 feet; thence North 6°06'06" East for 47.40 feet to the Point of Beginning.

Parcel ID# 06-27-16-39528-006-0070

is hereby annexed from unincorporated Pinellas County into the corporate limits of the City of Tarpon Springs and the boundaries of Tarpon Springs are hereby redefined to include the described property.

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption in the manner provided by law.

ORDINANCE 2025-13

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR 0.30 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE. APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55) FROM PINELLAS COUNTY RESIDENTIAL URBAN (RU) CATEGORY TO CITY OF TARPON SPRINGS RESIDENTIAL URBAN (RU) CATEGORY; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of record of said property has applied to amend the Future Land Use Map designation of the property from the Pinellas County RU (Residential Urban) category to the City of Tarpon Springs RU (Residential Urban) category; and,

WHEREAS, the permitted uses within the RU (Residential Urban) land use designation are compatible with the surrounding and existing land uses; and,

WHEREAS, the property owner has also applied to re-zone the property from the Pinellas County R-4 (One, Two and Three Family Residential) zoning district to the City of Tarpon Springs R-70 (One and Two Family Residential) zoning district; and,

WHEREAS, the property owner has also requested to annex said property into the municipal limits of Tarpon Springs; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this Ordinance on September 15, 2025; and,

WHEREAS, this Ordinance has been duly advertised in accordance with the requirements of Chapter 171, F.S. and the Tarpon Springs Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. FINDINGS: FUTURE LAND USE MAP AMENDMENT

1. That this Ordinance is consistent with Chapter 163, Part II, Florida Statutes.
2. That this amendment to RU (Residential Urban) Future Land Use Map designation is appropriate.

Section 2. FUTURE LAND USE MAP DESIGNATION

The Future Land Use Map of the Future Land Use Plan Element of the Tarpon Springs Comprehensive Plan is hereby amended to Residential Urban for the property described as,

All of Lot 7 and a portion of Lots 6 and 8, HIGH POINT PARK, as shown on plat recorded in Plat Book 14, Page 67, of the Public Records of Pinellas County, Florida more particularly described as follows:

Begin at the Northeast corner of said Lot 8, Block 6; thence South 85°36'18" East along the Northerly boundary lines of Lots 6 and 7, for 75.28 feet; thence South 0°35'18" East for 134.36 feet; thence North 85°36'18" West along the Southerly boundary lines of Lots 6, 7 and 8, for 124.76 feet; thence North 0°39'00" West along the Westerly boundary lines of 8, for 53.15 feet; thence South 87°41'17" East for 28.30 feet; thence North 25°52'09" East for 34.92 feet; thence North 6°06'06" East for 47.40 feet to the Point of Beginning.

Parcel ID# 06-27-16-39528-006-0070

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption in the manner provided by law.

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS FOR 0.30 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE. APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55) FROM PINELLAS COUNTY R-4 (ONE, TWO AND THREE FAMILY RESIDENTIAL) DISTRICT TO CITY OF TARPON SPRINGS R-70 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner has applied to re-zone the property from the Pinellas County R-4 (One, Two and Three Family Residential) zoning district to the City of Tarpon Springs R-70 (One and Two Family Residential) zoning district; and,

WHEREAS, the owner of said property has also applied to amend the Future Land Use Map designation of the property from the Pinellas County RU (Residential Urban) category to the City of Tarpon Springs RU (Residential Urban) category; and,

WHEREAS, the proposed R-70 (One and Two Family Residential) zoning district is consistent with the proposed Future Land Use Map category of RU (Residential Urban); and,

WHEREAS, the planned uses within the R-70 District are compatible with surrounding and existing land uses; and,

WHEREAS, the property owner has also requested to annex said property into the municipal limits of Tarpon Springs; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this Ordinance on September 15, 2025; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. FINDINGS: ZONING ATLAS AMENDMENT

1. That this Ordinance is consistent with the Tarpon Springs Comprehensive Plan.

2. That available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.
3. That the amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.
4. That the amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Section 2. ZONING ATLAS DESIGNATION

The Official Zoning Atlas of the City of Tarpon Springs is hereby amended for the property described as,

All of Lot 7 and a portion of Lots 6 and 8, HIGH POINT PARK, as shown on plat recorded in Plat Book 14, Page 67, of the Public Records of Pinellas County, Florida more particularly described as follows:

Begin at the Northeast corner of said Lot 8, Block 6; thence South 85°36'18" East along the Northerly boundary lines of Lots 6 and 7, for 75.28 feet; thence South 0°35'18" East for 134.36 feet; thence North 85°36'18" West along the Southerly boundary lines of Lots 6, 7 and 8, for 124.76 feet; thence North 0°39'00" West along the Westerly boundary lines of 8, for 53.15 feet; thence South 87°41'17" East for 28.30 feet; thence North 25°52'09" East for 34.92 feet; thence North 6°06'06" East for 47.40 feet to the Point of Beginning.

Parcel ID# 06-27-16-39528-006-0070

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption in the manner provided by law.

General Planning Application



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT
 324 E. Pine Street, Tarpon Springs, FL 34689
 (727) 942-5611 / planning@ctsfl.us

INSTRUCTIONS

Please complete the application fully and then **DOWNLOAD (print button)** the form to submit. This application, with all supporting materials and applicable application addendums, must be submitted **DIGITALLY** through the [Planning and Zoning.goPost portal](#). If a project requires multiple application types, please complete this form only once and upload it into each separate application type in [goPost](#).

To verify which addendums apply to your project download the [Application Addendum Checklist \(PDF\)](#).

Prior to proceeding to public hearing, an application must be deemed complete and all required application fees (see [Fee Schedule \(PDF\)](#)) **must be paid prior to the public hearing**. Fees can be paid in person or mailed.

Property Owner(s) Name*

Property Owner(s) Email*

Terry Cassidy	tcfishbpick@bellsouth.net
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Property Owner(s) Address*

Property Owner(s) Phone*

630B July Dr	305-304-6109
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Applicant(s) Name (If different than owner)

Applicant(s) Email

Kathleen Barbieri	knppbarb@msn.com
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Applicant(s) Address

Applicant(s) Phone

611 Beckett Way	727-667-7918
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Agent/Representative (If applicable)

Agent/Representative Email

First and Last Name	Email Address
---------------------	---------------

Agent/Representative Address**Agent/Representative Phone**

Street, City, State, and Zip Code

Phone Number

Application Type (Check all that apply)*

- | | |
|--|---|
| ☒ Annexation | ☐ Plat, Minor |
| ☐ Conditional Use | ☐ Rezoning |
| ☐ Development Agreement | ☐ Sidewalk Cafe |
| ☐ Discussion Item | ☐ Sidewalk Waiver |
| ☐ Future Land Use Amendment | ☐ Site Plan/Subdivision |
| ☐ HPB, Certificate of Appropriateness | ☐ Temporary Use* |
| ☐ HPB, Designation of Historic Property | ☐ Vacation, Plat or Property |
| ☐ HPB, Economic Hardship Exemption | ☐ Vacation, Right-of-Way |
| ☐ HPB, Petition for Removal | ☐ Variance |
| ☐ Planned Development, Concept | ☐ Variance, After-the-Fact |
| ☐ Planned Development, Final | ☐ Variance, De Minimis |
| ☐ Planned Development, Preliminary | ☐ Variance, FAR/ISR Adjustment |
| ☐ Plat, Final | ☐ Variance, Nonconforming Lot |

***Temporary Use Dates**

Dates Requested

Project Name*

Barbiere annexation

Tax Parcel ID(s)*

06-27-16-39528-006-0070

[Look Up Parcel ID](#)**Project Location**

630 July Dr, Tarpon Springs, FL 34689

Flood Zone

- ☐ Zone X
☐ Zone AE
☐ Zone VE
☐ Not if a Flood Zone

Coastal High Hazard Area (CHHA)

- ☐ Yes, property is in the CHHA
☒ No, property not in the CHHA

Site Acreage*

.3 acres

Base Flood Elevation (BFE)

Elevation(s)

Current Land Use*

Pinellas County Land Use ▼

(Choices are alphabetized)

[Lookup Land Use](#)**Current Zoning***

Pinellas County Zoning ▼

(Choices are alphabetized)

[Lookup Zoning](#)**Proposed Land Use**

RVL (Residential Very ▼)

(If applicable)

Proposed Zoning

R-70 (One & Two Family) ▼

(If applicable)

Summary / Purpose of Request*

Annexation to current property to the south of adjacent property

Property Owner Electronic Signatures Agreement*

By checking the "I Agree" box below, you as the property owner agree and acknowledge that **1)** this application will not be signed in the sense of a traditional paper document and **2)** by signing in this alternate manner, you authorize yours and the other signatures on this application to be valid and binding to the same force and effect as a handwritten signature.

☒ I Agree**Property Owner Electronic Signature*****Date***

Terry Cassidy

7/14/2025

Property Owner Electronic Signature

I authorize the filing of this application and will allow the Planning and Zoning Department staff to visit this property if necessary for the purpose of analyzing this request. Further, I will allow a public notice sign (if required) to be placed and remain on the property until the processing of the request is complete.

Property Owner Electronic Signature***Date***

Terry Cassidy

7/14/2025

Applicant / Agent Authorization

The individual named below is authorized to provide subject matter on the application contained herein on behalf of the property owner. The applicant/agent is authorized to discuss the application with city staff verbally or in person and to appear and represent the application at any public hearing.

Applicant/Agent Electronic Signature**Date**

Kathleen Barbieri

7/14/2025

Steps to Download Form

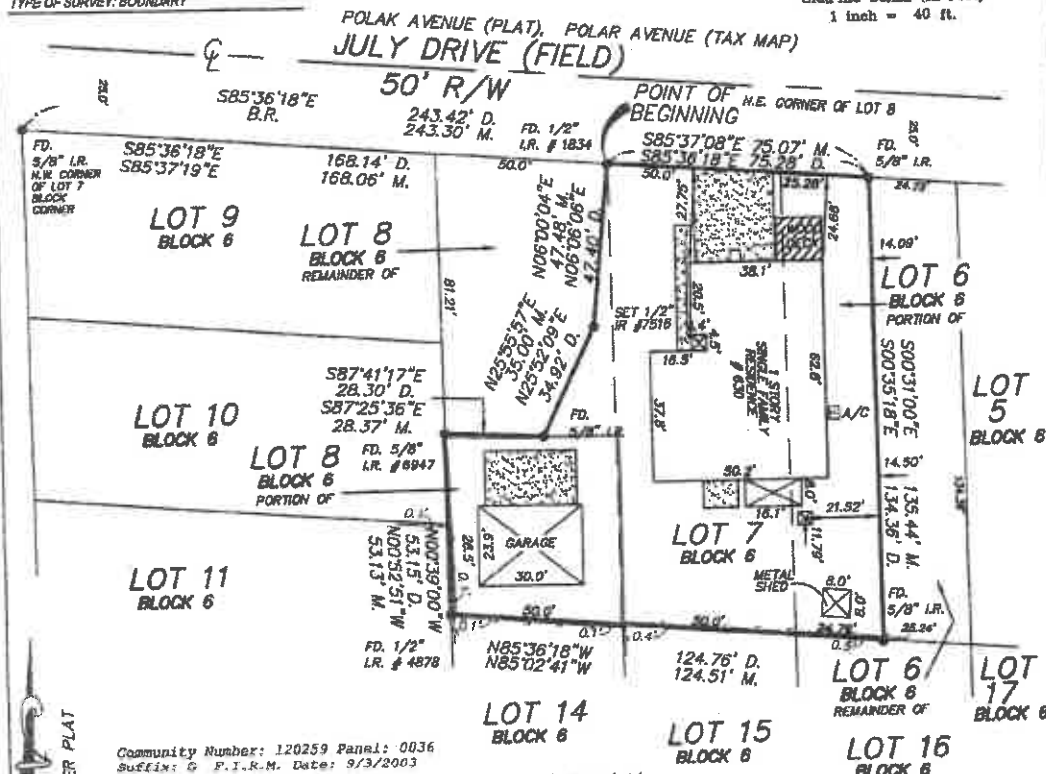
1. Click the '**Print Only**' button below.
2. Your form will open in a new tab.
3. **Right click** on your mouse and **select 'Print'**.
4. Choose to print to '**PDF**'.
5. Save the form in your desired location.

Need help? Give the Planning Department a call at [727-942-5611](tel:727-942-5611).

SKETCH OF SURVEY

TYPE OF SURVEY: BOUNDARY

NOTE:
BEARINGS SHOWN ARE BASED UPON
RECORD PLAT OR DEED DESCRIPTION



"EXHIBIT A"

Community Number: L20259 Panel: 0036
Suffix: G F.I.R.M. Date: 9/3/2003
Flood Zone: X
Field Work: 12/1/2006 Completed:
1/10/2006

Certified To:
Richard A. Cassidy; Lee Cassidy.

Property Address:
630 and 618 July Drive
Tampa Springs, Florida 34689

Survey Number: 0-160097-A

Legal Description

All of Lot 7 and a portion of Lots 6 and 8,
HIGH POINT PART, as shown on plat recorded in
Plat Book 14, Page 67, of the Public Records
of Pinellas County, Florida more particularly
described as follows:

Begin at the Northeast corner of said Lot 8,
Block 6; thence South 85°36'18" East along the
Northerly boundary lines of Lots 6 and 7, for
75.28 feet; thence South 0°35'18" East for
134.36 feet; thence North 85°36'18" West along
the Southerly boundary lines of Lots 6, 7 and
8, for 124.76 feet; thence North 0°39'00" West
along the Westerly boundary line of Lot 8, for
53.15 feet; thence South 87°41'17" East for
28.30 feet; thence North 25°52'09" East for
34.92 feet; thence North 6°06'06" East for
47.40 feet to the Point of Beginning.

NOTE:
IN COMPLIANCE WITH FLORIDA STATUTES 610.17-6.0001 (9) (B), IF LOCATION OF
EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD
PLAT, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO
THE SURVEYOR AND MAPPER.

FOR REFERENCE ONLY
NOT VALID UNLESS SEALED WITH EMBOSSED SEAL
UNLESS THE SURVEYOR'S ELECTRONIC SEAL IS AUTHORIZED.

PHOTOCOPYING FORBIDDEN. COPYRIGHTED MATERIAL. ©

GENERAL NOTES:

- LEGAL DESCRIPTION PROVIDED BY OTHERS.
- THE LANDS SHOWN HEREIN WERE NOT ABSTRACTED FOR EASEMENTS
OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER
IMPROVEMENTS WERE NOT LOCATED.
- WALL TIES ARE TO THE FACE OF THE WALL AND
ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- ONLY VISIBLE ENCROACHMENTS LOCATED.
- NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
- DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- FENCE OWNERSHIP NOT DETERMINED.
- ELEVATIONS IF SHOWN ARE BASED UPON N.G.M.D. UNLESS OTHERWISE NOTED.
- BEARINGS REFERENCED TO LINE NOTED B.L.
- THIS SURVEY DEPICTED HERE FORMS A CLOSED GEOMETRIC FIGURE.
- NO UNDERGROUND IMPROVEMENTS OR VISIBLE INSTALLATIONS
HAVE BEEN LOCATED OTHER THAN SHOWN.
- ALL TURNED ANGLES ON CURVES ARE SHOWN TO THE CHORD DISTANCE
- THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE
PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE
TRANSFERRED OR ASSIGNED.
- NOTICE: THIS DRAWING MAY NOT BE TO SCALE DUE TO ELECTRONIC TRANSFER
- NOTICE: THIS DRAWING PREPARED IN COLOR. SURVEY VOID IF NOT IN COLOR.
- THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- FENCE CORNERS AND BUILDING CORNERS ARE WITNESS MONUMENTS
TO DETERMINE CORNERS. DIMENSIONS ARE AS SHOWN.
- SUBJECT TO ANY OBLIGATION, LIMITATIONS, RESTRICTIONS, RESERVATIONS, AND/OR
EASEMENTS OF RECORD, NO EXAMINATION OF TITLE MADE BY SURVEYOR.
THIS SURVEY IS VALID IN ACCORDANCE WITH P.S. 627.7642, FOR A PERIOD OF
90 DAYS FROM THE DATE OF CERTIFICATION.
- THIS SURVEY IS NOT AN ALTA/AMLS LAND TITLE SURVEY.

THIS SURVEY IS INTENDED FOR MORTGAGE OR REFUND PURPOSES ONLY. EXCLUSIVELY
FOR THIS USE BY THOSE TO WHOM IT IS CERTIFIED. THIS SURVEY IS NOT TO BE USED FOR
CONSTRUCTION, PERMITTING, GROUND OR ANY OTHER USE WITHOUT THE WRITTEN CONSENT
OF RESIDENTIAL SURVEYING SPECIALISTS, INC.

LEGEND

ABBREVIATIONS
A/C AIR CONDITIONER
B.R. BEARING REFERENCE
C. CALCULATED
C.M. CONCRETE MONUMENT
CALC. CALCULATED
CITY CABLE RIVER
CB CHORD BEARING
CH CHORD
COR. CORNER
D. DESCRIPTION OR DEED
D.E. DRAINAGE EASEMENT
E. EAST
E.O.W. EDGE OF WATER
ENCL. ENCROACHMENT
E.P.C. ENVIRONMENTAL
PROTECTION COMMISSION
E.P.U. ELECTRIC POWER
UTILITY EASEMENT
E.M.T. EASEMENT
F.P. FINISHED FLOOR
F.D. FOUND
F.W. FURNITURE
F.W. IRON ROD
F.W. LENGTH

M. FIELD MEASURED
M.E. MAINTENANCE EASEMENT
N. NORTH
N.D. NAIL & DISC
N.R. NON RADIAL
N.T.S. NOT TO SCALE
O.H.L. OVERHEAD LINES
O.R.A. OFFICIAL RECORDS BOOK
P. PLAT
P.B. PLAT BOOK
P.C. POINT OF CURVATURE
P.C.C. POINT OF COMPOUND CURVATURE
P.C.P. PERMANENT CONTROL POINT
P.G. PAGE
P.I. POINT OF INTERSECTION
P.K. PARKER-KALON NAIL
P.O.L. POINT ON LINE
P.P. POWER POLE
P.R.C. POINT OF REVERSE CURVE
P.R.M. PERMANENT REFERENCE MONUMENT
P.T. POINT OF TANGENCY
R. RADIAL
R.A.D. RADIAL TIE
R.W. RIGHT OF WAY
S. SOUTH

S.B.L. SET BACK LINE
S.W. SIDEWALK
SEC. SECTION
TEL. TELEPHONE FACILITIES
T.E. TOP OF BANK
T.O.B. TRANSFORMER
TYP. TYPICAL
U.E. UTILITY EASEMENT
W. WEST
W.C. WITNESS CORNER
W.M. WATER METER
SYMBOLS
C. CENTERLINE
C.A. CENTRAL ANGLE/SLA
CONC. CONCRETE
CONC. BLOCK WALL TYP.
COVERED AREA
EXISTING ELEVATION
P.V.C. VINYL FENCE
PROPERTY CORNER
SITE BENCH MARK
TRUE CORNER NOT RECOVERED
WELL
WIRE FENCE
WOOD DECK
WOOD FENCE

CENTRAL FLORIDA

927 PERIN STREET
SUITE 2200
ALTAMONTE SPRINGS,
FL 32701
Phone: (321) 397-2221
Fax: (321) 397-2222

Nationwide: 1-800-787-8286
Nationwide: Fax: 1-800-787-8280

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT
REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.
Garland L. Hargan 1-15-2007
GARLAND L. HARGAN
STATE OF FLORIDA
LAND SURVEYOR & MAPPER NO. 3947

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP
IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2019407155 12/23/2019 09:36 AM
OFF REC BK: 20817 PG: 1660-1663
DocType:DEED RECORDING: \$35.50
D DOC STAMP: \$0.70

This Instrument Prepared By
and Return to:
RICHARD A. VENDITTI, P.A.
500 E. Tarpon Ave.
Tarpon Springs, Florida 34689

This deed has been prepared without the benefit of a title search
and no representation is made as to the extent or quality of
Grantor's interest in the subject real estate.

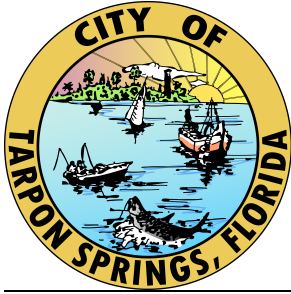
Consideration: \$10.00
Doc Stamps: .70

All of Lot 7 and a portion of Lots 6 and 8, HIGH POINT PARK, as shown on plat
recorded in Plat Book 14, Page 67, of the Public Records of Pinellas County, Florida
more particularly described as follows:

Begin at the Northeast corner of said Lot 8, Block 6; thence South 85°36'18" East
along the Northerly boundary lines of Lots 6 and 7, for 75.28 feet; thence South
0°35'18" East for 134.36 feet; thence North 85°36'18" West along the Southerly
boundary lines of Lots 6, 7 and 8, for 124.76 feet; thence North 0°39'00" West along
the Westerly boundary lines of 8, for 53.15 feet; thence South 87°41'17" East for 28.30
feet; thence North 25°52'09" East for 34.92 feet; thence North 6°06'06" East for 47.40
feet to the Point of Beginning.

Parcel ID# 06-27-16-39528-006-0070

This Corrective Quit Claim Deed is being recorded to correct the legal description as
shown in that certain Quit Claim Deed recorded at O.R. Book 20726, Page 287, of the
Official Records of Pinellas County Florida.



City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project 25.55
PNZ - Barbiere Annexation

Project Address 630B July Dr Dr
United States

Instructions

Please review comments below and provide any additional required information. Your project will not be scheduled for Planning and Zoning Board, Board of Adjustment, or Board of Commissioners review until all required information or revised plans are provided. If no additional information is required, you will be informed of when the project will be scheduled for public hearing by Planning and Zoning staff. Please keep in mind that the Planning & Zoning Department has 90-day suspension period from the date of the TRC review for the submittal of revisions/additional information. If revised plans/additional information are not submitted within the above referenced time frame, the application will be considered to be "EXPIRED" and a new application will have to be submitted. If you have questions concerning any of the above information, please do not hesitate to contact the Planning and Zoning Department for assistance.

Planning and Zoning

[Comment 00001]

Patricia McNeese

This document contains comments resulting from the August 7, 2025 meeting of the Technical Review Committee.

[Comment 00002]

Patricia McNeese

ADVISORY COMMENT: The property is contiguous to the City of Tarpon Springs municipal area and is eligible to be annexed. It is currently located in the Pinellas County Residential Urban (RU) Future Land Use Map (FLUM) category and in the R-4 One, Two and Three Family Residential zoning district. If annexed, the property will be brought into the City in the RU FLUM category and the R-70 One and Two Family Residential zoning district.

This parcel is comprised of combined lots and portions of lots from the original Highland Park Subdivision platted in 1926. Much of the subdivision has either been abandoned/vacated to newer plats, or had lots combined. The existing zoning pattern in the immediate area is designated as R-70 district. The lot area and lot dimensions conform with the minimum standards of the R-70 district as codified in [Section 25.03](#) of the Land Development Code (LDC).

The survey shows that the existing primary structure conforms with the minimum setbacks required by LDC Section 25.03. The existing detached garage does not conform with the minimum setbacks.

[Comment 00003]

Patricia McNeese

Please provide a flat and complete PDF scan of the survey. You may come by City Hall at any time to have us scan it for you if needed.

[Comment 00004]

Patricia McNeese

The Pinellas County Property Appraiser lists the use of the primary structure on this property as "single family residence." City Utilities account information appears to show that this is a duplex (two family) structure. Please confirm.

[Comment 00005]

Patricia McNeese

For "purpose of request" the applicant has stated "annexation to current property to the south of adjacent property." Can you please explain or elaborate on this? Staff is not understanding the intent of this statement.

[Comment 00006]

Patricia McNeese

Utilities records show that this property is currently served by City water, but not by sewer. Can you please provide any information or description regarding the status of the septic system on the property?

[Comment 00007]

Patricia McNeese

A search of Pinellas County records for through their Access Portal did not identify any active Code Enforcement cases associated with this address or parcel number.

52114

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss

COUNTY OF HERNANDO, CITRUS, PASCO,

PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-12, 2025-13, 2025-14 was published in said newspaper by print in the issues of 08/27/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this 08/27/2025

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced _____



NOTICE OF PROPOSED ANNEXATION OF PROPERTY INTO CITY OF TARPON SPRINGS WITH ADOPTION OF FUTURE LAND USE MAP AND ZONING ATLAS AMENDMENTS

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinances:

ORDINANCE 2025-12

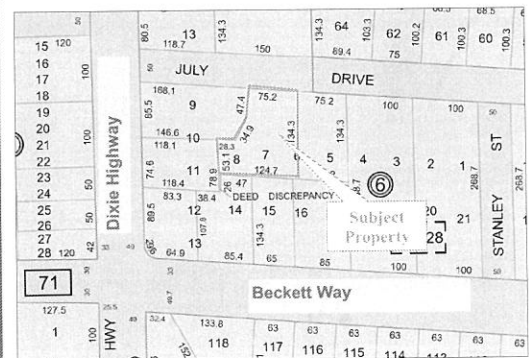
AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, ANNEXING 0.30 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE, APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-13

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR 0.30 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE, APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55) FROM PINELLAS COUNTY RESIDENTIAL URBAN (RU) CATEGORY TO CITY OF TARPON SPRINGS RESIDENTIAL URBAN (RU) CATEGORY; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS FOR 0.30 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE, APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55) FROM PINELLAS COUNTY R-4 (ONE, TWO AND THREE FAMILY RESIDENTIAL) DISTRICT TO CITY OF TARPON SPRINGS R-70 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.



Public Hearings on the proposed ordinances will be held before the Planning and Zoning Board on:

Monday, September 15, 2025 at 6:30 P.M.

and the Board of Commissioners on the following dates:

Tuesday, September 30, 2025 at 6:30 P.M. (1st Reading)

Tuesday October 28, 2025 at 6:30 P.M. (2nd Reading)

ALL PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time to time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Written comments may be addressed to the Planning & Zoning Department, (Phone (727) 942-5611), City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at www.ctsl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or FAX a written request to (727) 943-4651.

PLEASE REFERENCE APPLICATION #25-55

59753

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss

COUNTY OF HERNANDO, CITRUS, PASCO,

PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter APPLICATION #25-55 was published in said newspaper by print in the issues of 10/15/25 or by publication on the newspaper's website, if authorized.

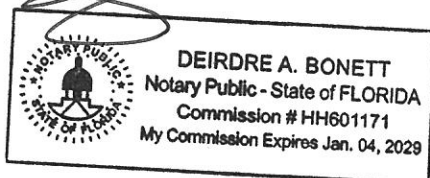
Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jessica Bowling
Sworn to and subscribed before me this **10/15/2025**

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced _____



NOTICE OF PROPOSED ANNEXATION OF PROPERTY INTO CITY OF TARPON SPRINGS WITH ADOPTION OF FUTURE LAND USE MAP AND ZONING ATLAS AMENDMENTS

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinances:

ORDINANCE 2025-12

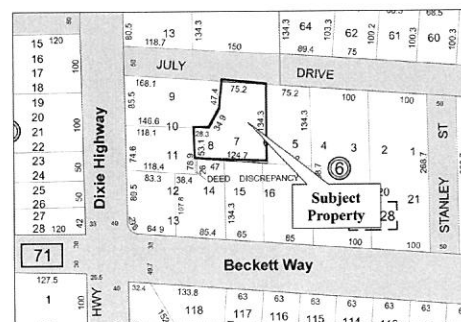
AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, ANNEXING 0.610 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE, APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-13

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR 0.610 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE, APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55) FROM PINELLAS COUNTY RESIDENTIAL URBAN (RU) CATEGORY TO CITY OF TARPON SPRINGS RESIDENTIAL URBAN (RU) CATEGORY; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS FOR 0.610 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE, APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55) FROM PINELLAS COUNTY R-4 (ONE, TWO AND THREE FAMILY RESIDENTIAL) DISTRICT TO CITY OF TARPON SPRINGS R-70 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.



Public Hearings on the proposed ordinances will be held before the Board of Commissioners on:

Tuesday, October 28, 2025 at 6:30 P.M. (2nd Reading)

ALL PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time to time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Written comments may be addressed to the Planning & Zoning Department, (Phone (727) 942-5611), City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at www.ctsfl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or FAX a written request to (727) 943-4651.

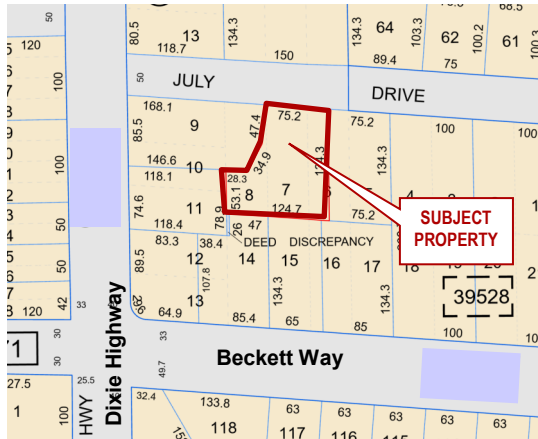
PLEASE REFERENCE APPLICATION #25-55

City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

**NOTICE OF UPCOMING PUBLIC HEARING REGARDING PROPOSED ANNEXATION
APPLICATION #25-55**

Please review the information on the **reverse side** of this card carefully!! If you have any questions regarding this matter, please call our office at (727) 942-5611 or email us at planning@ctsfl.us.

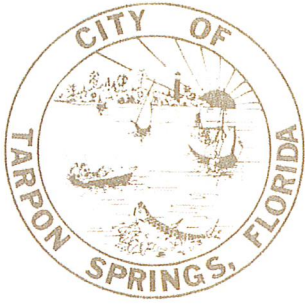
«AddressBlock»



Application Description: An ordinance of the City of Tarpon Springs, Florida annexing 0.610 acres, more or less, of real property, amending the Future Land Use Map from Pinellas County designation RU (Residential Urban) to City of Tarpon Springs designation RU (Residential Urban), and, amending the official zoning atlas from Pinellas County district R-4 (One, Two and Three Family Residential) to City of Tarpon Springs district R-70 (One and Two Family Residential) for the parcel located at 630 July Drive. **(Please reference application #25-55).**

Please be advised that the Planning and Zoning Board will hold one Public Hearing on **Monday, September 15, 2025 at 6:30 p.m.** and the Board of Commissioners will hold public hearings on **Tuesday, September 30, 2025 at 6:30 p.m.** and **Tuesday, October 28, 2025 at 6:30 p.m.** All public hearings are held in the **City Hall Auditorium** which is located at **324 East Pine Street, Tarpon Springs, FL 34689.**

All interested parties are invited to attend this meeting to express their views or to present facts in the case. Written correspondence may be directed to the City of Tarpon Springs, Planning and Zoning Department, 324 East Pine Street, Tarpon Springs, FL 34688, or you may email your concerns to planning@ctsfl.us. Materials related to this application may be obtained by contacting the Planning & Zoning Department during City Hall business hours. The meeting packet and meeting instructions will be posted approximately one week prior to the meeting on the City's web site at www.ctsfl.us. Any person with a disability or without access to a computer or phone requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to planning@ctsfl.us.



City of Tarpon Springs, Florida

PLANNING AND ZONING DEPARTMENT
324 EAST PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 942-5611

Renea Vincent, AICP, CPM
DIRECTOR

August 14, 2025

Board of County Commissioners of Pinellas County
315 Court Street
Clearwater, Florida 33756

RE: Voluntary Annexation to the City of Tarpon Springs

Dear Board of County Commissioners:

Please see the following enclosed legal advertisement for voluntary annexation into the City of Tarpon Springs:

Application #25-55, Terry Cassidy
High Point Subdivision, all of Lot 7 and portions of Lots 6 and 8
Parcel Number 06-27-16-39528-006-0070
Comprising approximately 0.610 acres, more or less

Any questions, comments, or correspondence on this matter may be directed to the Planning and Zoning Department at the address above or to planning@ctsfl.us. Thank you!

Sincerely,


Patricia L. McNeese, AICP
Planning Supervisor

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <u>[Signature]</u> ☐ Agent ☐ Addressee	
1. Article Addressed to: Board of County Commissioners Pinellas County 315 Court St. Clearwater, FL 33756		B. Received by (Printed Name) <u>Supervisor</u> C. Date of Delivery	
2. Article Number (Transfer from service label) 9589 0710 5270 1889 0775 24		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)		Domestic Return Receipt	

PS Form 3811, July 2020 PSN 7530-02-000-9053

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$ ☐ Certified Mail Restricted Delivery \$ ☐ Adult Signature Required \$ ☐ Adult Signature Restricted Delivery \$ Postage \$ Total Postage and Fees \$	Postmark Here #25-55
Sent To <u>Board of County Commissioners Pinellas</u> Street and Apt. No., or PO Box No. <u>315 Court Street</u> City, State, ZIP+4® <u>Clearwater, FL 33756</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	



**United States
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Tarpon Springs
324 Pine St
Tarpon Springs, FL 34689

25.55

IMPORTANT: Save this receipt for your records.

Page 257 of 389



MEMORANDUM

To: Mayor and Commissioners

From: Renea Vincent, Planning Director

Through: Charles Rudd, City Manager

Date: September 30, 2025, Regular Session

Subject: **Ordinance 2025-15:** Proposed Amendment to Mobile Food Dispensing Vehicle regulations to remove the Ordinance 2025-01 sunset provision

BACKGROUND and STAFF RECOMMENDATION:

The Board of Commissioners (BOC) amended Section 56.05 of the Land Development Code on April 22, 2025 under Ordinance 2025-01 (copy attached) allowing for the expansion of the temporary use of mobile food dispensing vehicles (a.k.a., "food trucks"). The ordinance included a "sunset provision" in Section 56.05(K) stating,

"Ordinance 2025-01, specifically Section 56.05 of this Article, shall remain in effect until October 22, 2025. Unless a later enacted ordinance extends or deletes that date, Ordinance 2025-01 is hereby repealed."

If the above revision is not repealed, as indicated, the use of temporary food trucks will revert back to the standards codified prior to April 22, 2025. Draft Ordinance 2025-15 has been prepared in order to allow the BOC to reconsider the "sunset provision" should they wish to do so.

Since Ordinance 2025-01 was adopted, staff has been aware of one location utilizing the new temporary food truck standards. An application for a Local Business Tax Receipt has been received for a second location but has not been pulled to date.

Staff recommends that the Board of Commissioners take action to adopt or deny Ordinance 2025-15. Approval will remove the "sunset provision" and make permanent the changes adopted under Ordinance 2025-01. Denial will remove all changes adopted under Ordinance 2025-01.

PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board reviewed this item at their regular meeting of September 15, 2025 with six members present. The Board unanimously recommended approval.

ATTACHMENTS:

- **Section 56.05 and 56.06** Strike-through/underline resulting from approval of draft Ordinance 2025-15.
- **Section 56.05 and 56.06** Strike-through/underline resulting from denial of draft Ordinance 2025-15

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IV SPECIAL REGULATIONS, SECTION 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Section 56.05 of the Comprehensive Zoning and Land Development Code ("LDC") regulates the placement and use of mobile food dispensing vehicles within the Municipal Limits of Tarpon Springs; and

WHEREAS, the Board of Commissioners recognizes the need to provide for the orderly and safe operation of "food trucks" within the City's jurisdiction; and

WHEREAS, the Board of Commissioners also recognizes the need to provide for appropriate locations for operation of "food trucks," and adopted Ordinance 2025-01 on April 22, 2025, expanding the allowable locations provided in conjunction with accompanying updated standards providing for the health and safety of the citizens; and

WHEREAS, the Board of Commissioners now wishes to remove the "sunset date" provision adopted under Ordinance 2025-01 and codified in LDC Section 56.05(K) so that Ordinance 2025-01 remains in affect; and

WHEREAS, the Board of Commissioners of the City of Tarpon Springs has determined that amendments to Section 56.05, Article IV, Appendix A, the Comprehensive Zoning and Land Development Code, are necessary to make such changes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

SECTION 1. That Section 56.05 of the Comprehensive Zoning and Land Development Code, is hereby amended to read as shown in Exhibit A with strikethrough text representing deletions of existing text and underline text representing text additions.

SECTION 2. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This Ordinance shall take effect immediately upon its passage and adoption in the manner provided by law.

If Ordinance 2025-15 is adopted, the sunset provision is removed and all other standards adopted as of April 22, 2025 continue.

ORDINANCE 2025-15 EXHIBIT A (3 pages)

§ 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY.

Mobile food dispensing vehicles, as defined in F.S. 509.102, may operate as accessory uses to legally established “brick and mortar” primary uses (a business that has a physical presence in a building or structure) in the following zoning districts: **RO** Residential Office, **NB** Neighborhood Business, **GB** General Business, **HB** Highway Business, **IB** Intensive Business, **CPD** Commercial Planned Development (non-residential property only), **IPD** Industrial Planned Development, **IR** Industrial Restricted, and **IH** Industrial Heavy, **WD I** Waterfront Development, **WD I-A** Waterfront Commercial Fishing, **WDI-B** Waterfront Commercial Fishing and Tourism Redevelopment, and **WD II** Waterfront and Marine Industry, and in the following Character Districts/Transect Zones:

S.A.P. Character District	SmartCode Transect Zone
Sponge Docks	T5c, T5d, SDb, SDc
North Pinellas	T5d
Uptown	T4c, T5d
Downtown	T4a, T5d,
Downtown Gateway	T4a, T4b
Spring Bayou	N/A
South Pinellas	T4b, T5a
South Safford	T4d
South Gateway	T5a, SDa

The following additional operating criteria shall apply to all mobile food dispensing vehicles operating under Section 56.05:

- (A) Mobile food dispensing vehicles shall only operate within the City limits between the hours of 7:00 a.m. and 10:00 p.m. unless operating in conjunction with an authorized special event. The primary business must be open while mobile food dispensing vehicles are in operation. Mobile food dispensing vehicles must be operated with battery or dedicated electric service from the host business/property.
- (B) The mobile food dispensing vehicle shall not operate in or from any public right-of-way or City-owned property, unless operating in conjunction with an authorized special event.
- (C) Mobile food dispensing vehicles may not operate in a manner which obstructs the flow of traffic, impedes pedestrians, or otherwise adversely affects public safety.
- (D) Mobile food dispensing vehicles may not dispense alcoholic beverages.
- (E) The mobile food dispensing vehicle must obtain and maintain all necessary licenses as required by F.S. 509.102, as amended.
- (F) Mobile food dispensing shall only be authorized on a parcel of land consistent with this section and the following additional regulations:
 - (1) No more than two mobile food dispensing vehicles are allowed to occupy and operate on a parcel of land at any given time.

-
- (2) The primary business owner shall obtain a business tax receipt license prior to allowing the operation of a mobile food dispensing vehicle.
 - (3) Mobile food dispensing vehicles shall not operate without permanent, onsite bathroom facilities available to patrons.
 - (G) Mobile food dispensing vehicles, when not in active operation, may only be parked/stored on a parcel of land in accordance with an approved site plan and in a location where onsite storage of vehicles is a permitted use.
 - (H) Mobile Food dispensing vehicles shall dispose of all waste products generated by the mobile food vehicle in accordance with all local, state, and federal requirements.
 - (I) The mobile food dispensing vehicle must display on the vehicle the results of any DBPR inspections for cleanliness and sanitation.
 - (J) The standards of this section shall not be applied to the establishment of mobile food dispensing vehicles as regulated in Section 56.06.
 - (K) Notwithstanding the limitations and requirements of Section 56.05 (A-J), a mobile food dispensing vehicle may be operated as a Temporary Use in conjunction with an event on private property in accordance with the requirements of Section 56.00 and the following additional requirements:
 - (1) A Temporary Use permit is required.
 - a. Each non-residential (zoned or utilized) property/parcel of land may host events with mobile food dispensing vehicles. Each event may last up to three days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights-of-way.
 - b. Residential property (zoned or utilized) may host one mobile food dispensing vehicle twice per calendar year. Each event is limited to one day. Events must be separated by at least 30 days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights of way. Homeowner Association approval (if applicable) shall be required. The following additional requirements shall apply:
 - i. The fee shall be 25% of the Temporary Use fee as established in Section 246.00 Fees.
 - ii. The Technical Review Committee may conduct an expedited review and approve the permit without a formal meeting.
 - (2) Generators may only be operated between the hours of 10:00 a.m. and 9:00 p.m. unless otherwise specifically authorized by the Technical Review Committee.

~~Ordinance 2025-01, specifically Section 56.05 of this Article, shall remain in effect until October 22, 2025. Unless a later enacted ordinance extends or deletes that date, Ordinance 2025-01 is hereby repealed.~~

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. No. 2022-26, passed 12-13-22)

§ 56.06 MOBILE FOOD DISPENSING VEHICLES; AS ACCESSORY TO FOOD AND DRINK ESTABLISHMENTS.

A mobile food dispensing vehicle may be located as an accessory use (as defined in Section 36.00 (B)) to a legally established food or drink establishment, which is solely operated as a food or drink establishment, subject to the following criteria:

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(Supp. No. 2023 S-57)

(A) Review and approval of a development application by the Technical Review Committee containing the following minimum information and demonstration of compliance with the following standards:

- (1) Site layout indicating location of the mobile dispensing vehicle (may not locate in required off-street parking areas, or in such a manner as to block any accessways, walkways, driveways, loading zones or other site circulation ways for vehicles or pedestrians);
- (2) The mobile food dispensing vehicle must be maintained as an operable vehicle and may not be permanently affixed or attached to a building or structure in a manner that would prevent the vehicle from being moved in the event of an emergency.
- (3) Indicate operating hours (limited to those of the primary business);
- (4) City services requested (water, sewer, solid waste pick up);
- (5) Demonstration of compliance with the City's Fats, Oils and Grease (FOG) Management Program;
- (6) Evacuation or mitigation plan in the event of a hurricane, wind-storm, or flooding event;
- (7) Show method of connection to permanent power with 30 or 50 amp recreational vehicle/marine type plug and cord. When operating in close proximity to residential uses or existing outdoor seating areas the mobile food dispensing vehicle shall be required to operate from battery or appropriate permanent power source to eliminate noise and fumes associated with generators.
- (8) The primary business owner shall obtain a separate business tax receipt license for the mobile food dispensing use;
- (9) A mobile food dispensing vehicle may only be operated by the primary business owner as an extension of the primary business.
- (10) The mobile food dispensing vehicle must display on the vehicle the results of any DPBR inspections for cleanliness and sanitation.

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. 2022-02, passed 2-22-22)

If Ordinance 2025-15 is *NOT* adopted (i.e., sunset provision is *NOT* struck), temporary food truck rules go back to the pre-April 22, 2025 standards:

§ 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY.

As defined in F.S. 509.102, mobile food dispensing vehicles may operate in areas of the City of Tarpon Springs where property is zoned **HB** Highway Business, **CPD** Commercial Planned Development (non-residential property only), **IR** Industrial Restricted, and **IH** Industrial Heavy. The following operating criteria shall apply:

- (A) Mobile food dispensing vehicles shall only operate within the City limits between the hours of 7:00 a.m. and 10:00 p.m. unless operating in conjunction with an authorized special event.
- (B) The mobile food dispensing vehicle shall not operate in or from any public right-of-way or City-owned property, unless operating in conjunction with an authorized special event.
- (C) Mobile food dispensing vehicles may not operate in a manner which obstructs the flow of traffic, impedes pedestrians, or otherwise adversely affects public safety.
- (D) Mobile food dispensing vehicles may not dispense alcoholic beverages.
- (E) The mobile food dispensing vehicle must obtain and maintain all necessary licenses as required by F.S. 509.102.
- (F) Mobile food dispensing shall only be authorized on a parcel of land consistent with this section and the following additional regulations:
 - (1) No more than one mobile food dispensing vehicle is allowed to occupy and operate on a parcel of land at any given time.
 - (2) The parcel owner shall obtain a business tax receipt license prior to allowing the operation of a mobile food dispensing vehicle.
 - (3) Mobile food dispensing vehicles shall not operate from vacant land.
- (G) Mobile food dispensing vehicles, when not in active operation, may only be parked/stored on a parcel of land in accordance with an approved site plan and in a location where onsite storage of vehicles is a permitted use.
- (H) Mobile Food dispensing vehicles shall dispose of all waste products generated by the mobile food vehicle in accordance with all local, state, and federal requirements.
- (I) The mobile food dispensing vehicle must display on the vehicle the results of any DPBR inspections for cleanliness and sanitation.
- (J) The standards of this section shall not be applied to the establishment of mobile food dispensing vehicles as accessory to food and drink establishments as regulated in Section 56.06 below.
- (K) Notwithstanding the requirements of Section 56.05 (A-J), a mobile food dispensing vehicle may be operated as a Temporary Use in conjunction with an event on private property in accordance with the requirements of Section 56.00 and the following additional requirements:
 - (1) A Temporary Use permit is required.
 - a. Each non-residential (zoned or utilized) property/parcel of land may host one mobile food dispensing vehicle four times per calendar year. Each event may last up to three days. Events must be separated by at least 30 days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights-of-way.

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- b. Residential property (zoned or utilized) may host one mobile food dispensing vehicle twice per calendar year. Each event is limited to one day. Events must be separated by at least 30 days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights of way. Homeowner Association approval (if applicable) shall be required. The following additional requirements shall apply:
 - i. The fee shall be 25% of the Temporary Use fee as established in Section 246.00 Fees.
 - ii. The Technical Review Committee may conduct an expedited review and approve the permit without a formal meeting.
 - (2) Generators may only be operated between the hours of 10:00 a.m. and 9:00 p.m. unless otherwise specifically authorized by the Technical Review Committee.

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. No. 2022-26, passed 12-13-22)

§ 56.06 MOBILE FOOD DISPENSING VEHICLES; AS ACCESSORY TO FOOD AND DRINK ESTABLISHMENTS.

A mobile food dispensing vehicle may be located as an accessory use (as defined in Section 36.00 (B)) to a legally established food or drink establishment, which is solely operated as a food or drink establishment, subject to the following criteria:

- (A) Review and approval of a development application by the Technical Review Committee containing the following minimum information and demonstration of compliance with the following standards:
 - (1) Site layout indicating location of the mobile dispensing vehicle (may not locate in required off-street parking areas, or in such a manner as to block any accessways, walkways, driveways, loading zones or other site circulation ways for vehicles or pedestrians);
 - (2) The mobile food dispensing vehicle must be maintained as an operable vehicle and may not be permanently affixed or attached to a building or structure in a manner that would prevent the vehicle from being moved in the event of an emergency.
 - (3) Indicate operating hours (limited to those of the primary business);
 - (4) City services requested (water, sewer, solid waste pick up);
 - (5) Demonstration of compliance with the City's Fats, Oils and Grease (FOG) Management Program;
 - (6) Evacuation or mitigation plan in the event of a hurricane, wind-storm, or flooding event;
 - (7) Show method of connection to permanent power with 30 or 50 amp recreational vehicle/marine type plug and cord. When operating in close proximity to residential uses or existing outdoor seating areas the mobile food dispensing vehicle shall be required to operate from battery or appropriate permanent power source to eliminate noise and fumes associated with generators.
 - (8) The primary business owner shall obtain a separate business tax receipt license for the mobile food dispensing use;
 - (9) A mobile food dispensing vehicle may only be operated by the primary business owner as an extension of the primary business.
 - (10) The mobile food dispensing vehicle must display on the vehicle the results of any DPBR inspections for cleanliness and sanitation.

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. 2022-02, passed 2-22-22)

(Supp. No. 2023 S-57)

Created: 2024-07-11 12:22:48 [EST]

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
 COUNTY OF HERNANDO, CITRUS, PASCO,
 PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-15 was published in said newspaper by print in the issues of 08/27/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

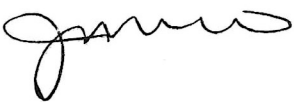
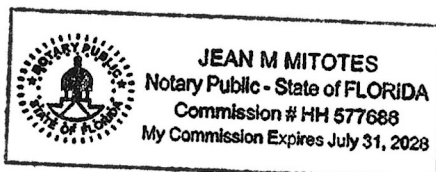
Signature of Affiant


Sworn to and subscribed before me this **08/27/2025**

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced _____

NOTICE OF AMENDMENT TO CODE OF ORDINANCES

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

ORDINANCE 2025-15

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IV SPECIAL REGULATIONS, SECTION 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

A Public Hearing on the proposed ordinance will be held before the Planning and Zoning Board on the following date:

Monday, September 15, 2025 @ 6:30 P.M.

Public Hearings on the proposed ordinance will be held before the Board of Commissioners on the following dates:

Tuesday, September 30, 2025 @ 6:30 P.M. (1st Reading)

Tuesday, October 28, 2025 @ 6:30 P.M. (2nd Reading)

THE PLANNING AND ZONING BOARD AND BOARD OF COMMISSIONERS PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time-to-time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Written comments may be addressed to the Planning & Zoning Department, Phone (727) 942-5611, City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at www.ctsfl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to planning@ctsfl.us.

Please Reference Application #25-63

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss

COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter Application #25-63 was published in said newspaper by print in the issues of 10/15/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

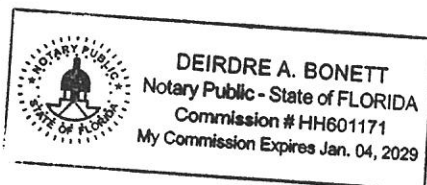
Signature of Affiant

Sworn to and subscribed before me this **10/15/2025**

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced _____

NOTICE OF AMENDMENT TO CODE OF ORDINANCES

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

ORDINANCE 2025-15

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IV SPECIAL REGULATIONS, SECTION 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

A Public Hearing on the proposed ordinance will be held before the **Board of Commissioners** on:

**Tuesday, October 28, 2025 @ 6:30 P.M.
(2nd Reading)**

THE BOARD OF COMMISSIONERS PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time-to-time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Written comments may be addressed to the Planning & Zoning Department, Phone (727) 942-5611, City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at www.ctsfl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to planning@ctsfl.us.

Please Reference Application #25-63

Removal - P+Z

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IV SPECIAL REGULATIONS, SECTION 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Section 56.05 of the Comprehensive Zoning and Land Development Code ("LDC") regulates the placement and use of mobile food dispensing vehicles within the Municipal Limits of Tarpon Springs; and

WHEREAS, the Board of Commissioners recognizes the need to provide for the orderly and safe operation of "food trucks" within the City's jurisdiction; and

WHEREAS, the Board of Commissioners also recognizes the need to provide for appropriate locations for operation of "food trucks," and wishes to expand the allowable locations provided in conjunction with accompanying updated standards providing for the health and safety of the citizens; and

WHEREAS, the Board of Commissioners of the City of Tarpon Springs has determined that amendments to Section 56.05, Article IV, Appendix A, the Comprehensive Zoning and Land Development Code, are necessary to make such changes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

SECTION 1. That Section 56.05 of the Comprehensive Zoning and Land Development Code, is hereby amended to read as shown in Exhibit A with strikethrough text representing deletions of existing text and underline text representing text additions.

SECTION 2. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

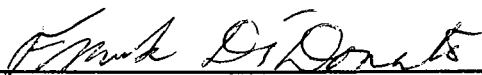
SECTION 4. This Ordinance shall take effect immediately upon its passage and adoption in the manner provided by law.

PASSED and ADOPTED this 22nd day of April, 2025.


JOHN KOULIANOS, MAYOR


MIKE EISNER, VICE MAYOR


PANAGIOTIS KOULIAS, COMMISSIONER


FRANK DIDONATO, COMMISSIONER


DAVID BANTHER, COMMISSIONER

MOTION BY: VICE MAYOR EISNER
SECOND BY: COMMISSIONER BANTHER

VOTE ON MOTION

COMMISSIONER BANTHER	<u>Yes</u>
COMMISSIONER DIDONATO	<u>Yes</u>
COMMISSIONER KOULIAS	<u>Yes</u>
VICE MAYOR EISNER	<u>Yes</u>
MAYOR KOULIANOS	<u>Yes</u>

ATTEST:


IRENE S. JACOBS-CMC
CITY CLERK & COLLECTOR



FIRST READING: March 25, 2025

SECOND READING: April 22, 2025

APPROVED AS TO FORM:


ANDREW SALZMAN
CITY ATTORNEY

Ordinance 2025-01, Exhibit A, 3 pages

§ 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY.

As defined in F.S. 509.102, ~~mobile food dispensing vehicles~~, as defined in F.S. 509.102, may operate ~~in~~ as accessory uses to legally established “brick and mortar” primary uses (a business that has a physical presence in a building or structure) in the following zoning districts: areas of the City of Tarpon Springs where property is zoned ~~RO Residential Office, NB Neighborhood Business, GB General Business, HB Highway Business, IB Industrial Business, CPD Commercial Planned Development (non-residential property only), IPD Industrial Planned Development, IR Industrial Restricted, and IH Industrial Heavy~~ WD I Waterfront Development, WD I-A Waterfront Commercial Fishing, WDI-B Waterfront Commercial Fishing and Tourism Redevelopment, and WD II Waterfront and Marine Industry, and in the following ~~a legal primary use operated in a building dispensing vehicles as an accessory use~~ Character Districts/Transect Zones:

S.A.P. Character District	SmartCode Transect Zone
<u>Sponge Docks</u>	<u>T5c, T5d, SDb, SDc</u>
<u>North Pinellas</u>	<u>T5d</u>
<u>Uptown</u>	<u>T4c, T5d</u>
<u>Downtown</u>	<u>T4a, T5d</u>
<u>Downtown Gateway</u>	<u>T4a, T4b</u>
<u>Spring Bayou</u>	<u>N/A</u>
<u>South Pinellas</u>	<u>T4b, T5a</u>
<u>South Safford</u>	<u>T4d</u>
<u>South Gateway</u>	<u>T5a, SDa</u>

The following additional operating criteria shall apply to all mobile food dispensing vehicles operating under Section 56.05:

- (A) Mobile food dispensing vehicles shall only operate within the City limits between the hours of 7:00 a.m. and 10:00 p.m. unless operating in conjunction with an authorized special event. The primary business must be open while mobile food dispensing vehicles are in operation. Mobile food dispensing vehicles must be operated with battery or dedicated electric service from the host business/property.
- (B) The mobile food dispensing vehicle shall not operate in or from any public right-of-way or City-owned property, unless operating in conjunction with an authorized special event.
- (C) Mobile food dispensing vehicles may not operate in a manner which obstructs the flow of traffic, impedes pedestrians, or otherwise adversely affects public safety.
- (D) Mobile food dispensing vehicles may not dispense alcoholic beverages.
- (E) The mobile food dispensing vehicle must obtain and maintain all necessary licenses as required by F.S. 509.102, as amended.
- (F) Mobile food dispensing shall only be authorized on a parcel of land consistent with this section and the following additional regulations:
 - (1) No more than ~~one~~ two mobile food dispensing vehicles ~~is~~ are allowed to occupy and operate on a parcel of land at any given time.
 - (2) The ~~parcel~~ primary business owner shall obtain a business tax receipt license prior to allowing the operation of a mobile food dispensing vehicle.
 - (3) Mobile food dispensing vehicles shall not operate from vacant land without permanent, onsite bathroom facilities available to patrons.

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- (G) Mobile food dispensing vehicles, when not in active operation, may only be parked/stored on a parcel of land in accordance with an approved site plan and in a location where onsite storage of vehicles is a permitted use.
- (H) Mobile Food dispensing vehicles shall dispose of all waste products generated by the mobile food vehicle in accordance with all local, state, and federal requirements.
- (I) The mobile food dispensing vehicle must display on the vehicle the results of any DPBPR inspections for cleanliness and sanitation.
- (J) The standards of this section shall not be applied to the establishment of mobile food dispensing vehicles as accessory to food and drink establishments as regulated in Section 56.06 below.
- (K) Notwithstanding the limitations and requirements of Section 56.05 (A-J), a mobile food dispensing vehicle may be operated as a Temporary Use in conjunction with an event on private property in accordance with the requirements of Section 56.00 and the following additional requirements:
- (1) A Temporary Use permit is required.
- a. Each non-residential (zoned or utilized) property/parcel of land may host ~~one event with mobile food dispensing vehicles, four times per calendar year.~~ Each event may last up to three days. ~~Events must be separated by at least 30 days.~~ The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights-of-way.
- b. Residential property (zoned or utilized) may host one mobile food dispensing vehicle twice per calendar year. Each event is limited to one day. Events must be separated by at least 30 days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights of way. Homeowner Association approval (if applicable) shall be required. The following additional requirements shall apply:
- i. The fee shall be 25% of the Temporary Use fee as established in Section 246.00 Fees.
- ii. The Technical Review Committee may conduct an expedited review and approve the permit without a formal meeting.
- (2) Generators may only be operated between the hours of 10:00 a.m. and 9:00 p.m. unless otherwise specifically authorized by the Technical Review Committee.

Ordinance 2025-01, specifically Section 56.05 of this Article, shall remain in effect until October 22, 2025. Unless a later enacted ordinance extends or deletes that date, Ordinance 2025-01 is hereby repealed.

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. No. 2022-26, passed 12-13-22)

§ 56.06 MOBILE FOOD DISPENSING VEHICLES; AS ACCESSORY TO FOOD AND DRINK ESTABLISHMENTS.

A mobile food dispensing vehicle may be located as an accessory use (as defined in Section 36.00 (B)) to a legally established food or drink establishment, which is solely operated as a food or drink establishment, subject to the following criteria:

- (A) Review and approval of a development application by the Technical Review Committee containing the following minimum information and demonstration of compliance with the following standards:

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- (1) Site layout indicating location of the mobile dispensing vehicle (may not locate in required off-street parking areas, or in such a manner as to block any accessways, walkways, driveways, loading zones or other site circulation ways for vehicles or pedestrians);
 - (2) The mobile food dispensing vehicle must be maintained as an operable vehicle and may not be permanently affixed or attached to a building or structure in a manner that would prevent the vehicle from being moved in the event of an emergency.
 - (3) Indicate operating hours (limited to those of the primary business);
 - (4) City services requested (water, sewer, solid waste pick up);
 - (5) Demonstration of compliance with the City's Fats, Oils and Grease (FOG) Management Program;
 - (6) Evacuation or mitigation plan in the event of a hurricane, wind-storm, or flooding event;
 - (7) Show method of connection to permanent power with 30 or 50 amp recreational vehicle/marine type plug and cord. When operating in close proximity to residential uses or existing outdoor seating areas the mobile food dispensing vehicle shall be required to operate from battery or appropriate permanent power source to eliminate noise and fumes associated with generators.
 - (8) The primary business owner shall obtain a separate business tax receipt license for the mobile food dispensing use;
 - (9) A mobile food dispensing vehicle may only be operated by the primary business owner as an extension of the primary business.
 - (10) The mobile food dispensing vehicle must display on the vehicle the results of any DPBR inspections for cleanliness and sanitation.

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. 2022-02, passed 2-22-22)



Memorandum

Date: October 28, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Resolution 2025-61:** Electing to opt out of multi-family housing property tax exemptions allowed for units priced at 80% to 120% of Area Median Income (AMI) under Section 196.1978(3)(d)1.a, Florida Statutes, commonly known as the “Live Local Property Tax Exemption.” **(Renea Vincent Planning & Zoning Director) (10 Minutes)**

Recommendation

Approve Resolution 2024-61 to not exempt from ad valorem property taxes, properties that would qualify for such exemption under the Live Local Act. **A two-thirds (super-majority) vote is required to adopt Resolution 2024-61.**

Background

In 2023, the Florida Legislature passed Senate Bill 102, the “Live Local Act” which provides for, among other things, an ad valorem property tax exemption for multifamily rental housing meeting certain renter income requirements. On May 7, 2024, House Bill 7073 (HB7073) was signed into law (highlighted copy attached). This item authorizes eligible local governments to adopt an ordinance or resolution that does not allow the property tax exemption for properties within their jurisdiction, commonly referred to as the “opt-out” provision. The City of Tarpon Springs is eligible for exercising the “opt-out” provision because it is located in the Tampa-St. Petersburg-Clearwater Municipal Service Area (MSA), where the number of available affordable units is currently greater than the number of renter households.

A multifamily project is eligible for the tax exemption if it has more than total 70 units. It can receive an exemption on 75% of the assessed value of the units providing acceptable rental rates to persons/families whose income is between 80% and 120% of the adjusted gross median income (AMI) of the MSA (Section 196.1978(d)1.a., F.S.). The 2024 adjusted median income (AMI) for Pinellas County is \$98,400.

Funding

N/A

Strategic Plan Objective

N/A



MEMORANDUM

To: Board of Commissioners

Through: Charles Rudd, City Manager

From: Renea Vincent, AICP, CPM, Planning and Zoning Director

Date: October 22, 2025

Subject: Live Local Act “Opt-Out” of Tax Exemption; Resolution 2025-61

BACKGROUND:

In 2023, the Florida Legislature passed Senate Bill 102, the “Live Local Act” which provides for, among other things, an ad valorem property tax exemption for multifamily rental housing meeting certain renter income requirements. On May 7, 2024, House Bill 7073 (HB7073) was signed into law (highlighted copy attached). This item authorizes eligible local governments to adopt an ordinance or resolution that does *not* allow the property tax exemption for properties within their jurisdiction, commonly referred to as the “opt-out” provision. The City of Tarpon Springs is eligible for exercising the “opt-out” provision because it is located in the Tampa-St. Petersburg-Clearwater Municipal Service Area (MSA), where the number of available affordable units is currently greater than the number of renter households.

RECOMMENDATION:

Approve Resolution 2025-61 to ***not exempt from ad valorem property taxes***, properties that would qualify for such exemption under the Live Local Act. A two-thirds (super-majority) vote is required to adopt Resolution 2025-61.

LEGISLATION OVERVIEW:

Eligibility:

A ***newly constructed*** multifamily project that contains more than ***70 units*** dedicated to housing natural persons or families meeting the ***applicable income limits*** and ***are rented*** for the ***applicable rental rate limits*** (Section 196.1978(3), F.S.).

What is “Newly Constructed”?

Newly constructed projects are those that have had substantial completion of construction within five (5) years prior to the date of an applicant’s submittal for certification of tax exemption status under the Live Local Act (Section 196.1978(3)(a)2, F.S.). Substantial completion means that “the improvement or some self-sufficient unit within [the project]



can be used for the purpose for which it was constructed” The Pinellas County Property Appraiser determines substantial completion for assessment purposes.

How many units can be exempted?

A multifamily project is eligible for the tax exemption if it has more than total 70 units. It can receive an exemption on 75% of the assessed value of the units providing acceptable rental rates to persons/families whose income is between 80% and 120% of the adjusted gross median income (AMI) of the MSA (Section 196.1978(d)1.a., F.S.).

What are the income and rental rate limits?

The 2025 adjusted median income (AMI) for Pinellas County is \$98,400. The table below shows income amounts for households earning 80% AMI and 120% AMI.

	INCOME LIMITS					MONTHLY RENT LIMITS		
%AMI*	Persons Per Household					Bedrooms		
	1	2	3	4	5	1	2	3
80%	\$58,400	\$66,270	\$75,120	\$83,440	\$90,160	\$1,564	\$1,878	\$2,170
120%	\$87,600	\$100,080	\$112,680	\$125,160	\$135,240	\$2,346	\$2,817	\$3,255
Apartment Rental Rates at “10X Tarpon Springs” (formerly “Icaria on Pinellas”)**						\$1,531	\$1,659	\$2,319

*The percentage of the Adjusted Gross Median Income (AMI) for Pinellas County.

**Advertised rates on website as of August 2025.

CURRENT DISPOSITION OF AFFORDABLE HOUSING FOR THE CITY:

Affordable Housing Need & Availability:

The City of Tarpon Springs is located within the Tampa-St. Petersburg-Clearwater MSA. Appendix 4 of the Shimberg Center for Housing Studies 2024 Annual Report (attached) provides a table of affordable and available rental housing units for each region in Florida. The report shows a surplus of 4,873 affordable rental units available to serve rental households with income between 0% AMI and 120% AMI for the Tampa-St. Petersburg-Clearwater MSA. Median annual adjusted gross income for households within Pinellas County are provided in the table above along with the corresponding monthly rental rate limits from the Florida Housing Finance Corporation (FHFC - attached).

The City’s 2045 Comprehensive Plan (effective on November 12, 2024) identified a total of 3,380 multi-family units existing within the city limits. The plan projects a need within the planning horizon (2045), for 239 dwelling units for households earning between 80% and 100% AMI, an increase of only 14% over the 2020 projected need. The analysis also found that the greatest future housing need is for owner-occupied market-rate units. It also found that future housing needs overall in Tarpon Springs can be accommodated through projects



already under construction or permitted to begin construction. Therefore, in addition to qualifying as having adequate availability of affordable housing by virtue of its location in the MSA, Tarpon Springs has identified its ability to serve the needs of those renters within the city limits into 2045.

Local Examples of Potentially Eligible Projects:

- The “10X Tarpon Springs” (formerly “Icaria on Pinellas”) is a 236-unit apartment complex located at 1185 South Pinellas Avenue. This project is an example of one where substantial completion occurred within the last five years, specifically in 2021, according to the Pinellas County Property Appraisers just/market value of the property. The table above shows current advertised rates for available apartments, providing an indication of the current monthly rental rates for new market-rate apartments. As shown in the table, this project may qualify for the tax exemption for rentals that serve 80% - 120% AMI families.*

*(The calculated monthly rental rate must include all fees and charges – these have not been identified/determined for the “10X Tarpon Springs” property).

- “Anclote Harbor Apartments.” (under construction) is a 404-unit apartment project that includes 205 one-bedroom and 159 two-bedroom units, which may be marketed at rates qualifying for the exemption. This project is expected to have some units completed in the 2026 calendar year.

ADOPTION AND ADMINISTRATION PROCEDURES:

- The resolution has been advertised in accordance with the requirements of the statute.
- The resolution must be passed by a super-majority vote of the Board of Commissioners and transmitted to the Pinellas County Property Appraiser prior to January 1, 2026 for implementation.
- The resolution will take effect on January 1, 2026 and would apply to the 2026 tax year.
- The resolution will expire on January 1, 2027. The Board of Commissioners may renew the resolution prior to that date if it wishes to exercise the “opt-out” provision for the 2027 tax year. At the Board’s direction, staff will plan to provide a renewed draft resolution for the Board’s consideration in the fourth quarter of 2026.

Attachments

- Resolution 2025-61
- HB7073 with highlights
- Shimberg Center for Housing Studies 2024 Annual Report Appendix 4
- Florida Housing Finance Corporation 2025 Income Limits and Rent Limits for Pinellas County
- Legal advertisement

RESOLUTION NO. 2025-61

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a, FLORIDA STATUTES, COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION.”; PROVIDING FOR FINDINGS; PROVIDING FOR SCRIVENER’S ERROR; AND FOR AN EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes (the “Live Local Act Property Tax Exemption”) requires the Pinellas County Property Appraiser to exempt certain rental properties from ad valorem taxes if such properties meet the criteria of the Live Local Act Property Tax Exemption; and,

WHEREAS, beginning with the 2025 tax roll, Section 196.1978(3)(o), Florida Statutes, allows certain eligible taxing authorities not to exempt property that is eligible for exemption under the Live Local Act Property Tax Exemption; and,

WHEREAS, properties eligible for the Live Local Act Property Tax Exemption include multifamily residential projects that are used to house natural persons or families whose annual household income is between 80 percent and 120 percent of the median annual adjusted gross income (“AGI”) for households within the county in which the person or family resides (80 to 120 Tax Exemption) if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes (“Shimberg Annual Report”), identifies that the number of affordable and available units in the metropolitan statistical area is greater than the number of renter households in the metropolitan statistical area for natural persons or families who meet the income criteria for the 80 to 120 Tax Exemption; and,

WHEREAS, the Tarpon Springs Board of Commissioners hereby finds that the latest Shimberg Annual Report identifies a surplus of affordable and available units in the “0-120 percent AMI” category within the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area in which Pinellas County and the City of Tarpon Springs are located, for those households that meet the income criteria for the 80 to 120 Tax Exemption; and,

WHEREAS, the data and analysis of the City’s adopted 2045 Comprehensive Plan further shows that the housing needs for 80 percent to 120 percent AGI households are projected to be met within the 2045 planning horizon within the municipal limits of the City; and,

WHEREAS, the Tarpon Springs Board of Commissioners hereby finds that the City of Tarpon Springs (“Tarpon Springs”) is a taxing authority that is

eligible for the election in Section 196.1978(3)(o), Florida Statutes, which allows Tarpon Springs to not exempt properties that would otherwise qualify for the 80 to 120 Tax Exemption.; and,

WHEREAS, written legal notice of this action has been provided in accordance with Section 50.011(1), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

SECTION 1: ELECTION NOT TO EXEMPT PROPERTIES ELIGIBLE FOR THE 80 TO 120 TAX EXEMPTION

The City of Tarpon Springs hereby elects not to exempt properties eligible for the 80 to 120 Tax Exemption set forth in Section 196.1978(3)(d)1.a, Florida Statutes, pursuant to the authority provided in Section 196.1978(3)(o), Florida Statutes, and hereby requests that the Pinellas County Property Appraiser not grant any such exemptions.

SECTION 2: APPLICABILITY

This resolution applies to all ad valorem property tax levies imposed by the City of Tarpon Springs as administered by the Pinellas County Property Appraiser. A copy of this resolution shall be provided to the Pinellas County Property Appraiser upon adoption, but no later than January 1, 2026.

SECTION 3: EFFECTIVE DATE

This Resolution shall be effective on January 1, 2026, in the manner provided by law. This Resolution shall expire on January 1, 2027. This Resolution may be renewed prior to January 1, 2027, pursuant to Section 196.1978(3)(o), Florida Statutes.

CHAPTER 2024-158

Committee Substitute for House Bill No. 7073

An act relating to taxation; amending s. 192.001, F.S.; revising the definition of the term “tangible personal property”; providing retroactive applicability; amending s. 192.0105, F.S.; providing that a taxpayer has a right to know certain information regarding property determined not to have been entitled to a homestead exemption; amending s. 193.155, F.S.; extending the timeframe for changes, additions, or improvements following damage or destruction of a homestead to commence for certain assessment requirements to apply; requiring property appraisers to include certain information with notices of tax liens; providing that back taxes apply only under certain circumstances; amending s. 193.624, F.S.; revising the definition of the term “renewable energy source device”; providing applicability; amending s. 193.703, F.S.; requiring that the owner be given a specified timeframe to pay certain taxes, penalties, and interest prior to a lien being filed; providing that such lien is subject to certain provisions; providing that back taxes apply only under certain circumstances; amending s. 194.037, F.S.; revising obsolete provisions; amending s. 196.011, F.S.; requiring that specified persons or entities be given a specified timeframe to pay certain taxes prior to a lien being filed; prohibiting the taxpayer from being assessed certain penalties or interest under certain circumstances; providing that back taxes apply only under certain circumstances; amending s. 196.031, F.S.; extending the timeframe before a property owner’s failure to commence repair or rebuilding of homestead property constitutes abandonment; amending s. 196.075, F.S.; requiring that the owner be given a specified timeframe to pay certain taxes, penalties, and interest prior to a lien being filed; providing that such lien is subject to certain provisions; providing that back taxes apply only under certain circumstances; amending s. 196.161, F.S.; requiring property appraisers to include certain information with notices of tax liens; requiring that the owner be given a specified timeframe to pay certain taxes, penalties, and interest prior to a lien being filed; providing that back taxes apply only under certain circumstances amending s. 196.1978, F.S.; revising the definition of the term “newly constructed”; revising conditions for when multifamily projects are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption; making technical changes; requiring property appraisers to exempt certain units from ad valorem property taxes; providing the method for determining the value of a unit for certain purposes; requiring property appraisers to review certain applications and make certain determinations; authorizing property appraisers to request and review additional information; authorizing property appraisers to grant exemptions only under certain conditions; revising requirements for property owners seeking a certification notice from the Florida Housing Finance Corporation; providing that a certain determination by the corporation does not constitute an exemption; revising eligibility;

conforming provisions to changes made by the act; amending s. 196.1979, F.S.; revising the value to which a certain ad valorem property tax exemption applies; revising a condition of eligibility for vacant residential units to qualify for a certain ad valorem property tax exemption; making technical changes; revising the deadline for an application for exemption; revising deadlines by which boards and governing bodies must deliver to or notify the department of the adoption, repeal, or expiration of certain ordinances; requiring property appraisers to review certain applications and make certain determinations; authorizing property appraisers to request and review additional information; authorizing property appraisers to grant exemptions only under certain conditions; providing the method for determining the value of a unit for certain purposes; providing for retroactive applicability; amending s. 196.1978, F.S.; authorizing a taxing authority, beginning at a specified time, to elect not to exempt certain property upon adoption of an ordinance or a resolution; specifying requirements and limitations for the ordinance or resolution; providing applicability; specifying duties of the taxing authority; authorizing certain property owners to continue to receive an exemption under certain circumstances; providing applicability; providing an exemption from ad valorem property tax for property in a multifamily project if certain conditions are met; specifying requirements for eligibility and applications; requiring property appraisers to review certain applications and make certain determinations; authorizing property appraisers to request and review additional information; requiring property appraisers to grant exemptions under certain condition; providing the method for determining the value of portions of property for certain purposes; specifying requirements for property appraisers in reviewing and granting exemptions and for improperly granted exemptions; providing a penalty; providing limitations on eligibility; providing applicability; amending s. 201.08, F.S.; providing applicability; defining the term “principal limit”; requiring that certain taxes be calculated based on the principal limit at a specified event; providing retroactive operation; providing construction; amending s. 201.21, F.S.; exempting all non-interest-bearing promissory notes, non-interest-bearing nonnegotiable notes, or non-interest-bearing written obligations, for specified purposes, from documentary stamp taxes in connection with the sale of alarm systems; providing for future repeal of amendments, unless saved from repeal by the Legislature through reenactment by the Legislature; providing for effect of amendments by other provisions; amending s. 206.9931, F.S.; deleting a registration fee for certain parties; amending s. 206.9955, F.S.; revising the rates of certain taxes on natural gas fuel for a specified timeframe; reenacting s. 206.996(1) and (4), F.S., relating to monthly reports by natural gas fuel retailers and deductions, to incorporate the amendment made to s. 206.9955, F.S., in references thereto; reenacting s. 206.997, F.S., relating to state and local alternative fuel user fee clearing trust funds and distributions, to incorporate the amendment made to s. 206.9955, F.S., in references thereto; creating s. 211.0254, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; providing a limitation on such credits; providing construction; providing applicability;

amending s. 212.0306, F.S.; revising the necessary vote in a referendum for the levy of a certain local option food and beverage tax; amending s. 212.05, F.S.; making technical changes; specifying the application of an exemption for sales tax for certain purchasers of boats and aircraft; providing a sales tax exemption for certain leases and rentals; amending s. 212.054, F.S.; specifying that certain purchases are considered a single item for purposes of discretionary sales surtax; specifying that certain property sales are deemed to occur in the county where the purchaser resides, as identified on specified documents; providing applicability; defining the term “final adjudication”; providing for the transfer and disposition of discretionary sales surtaxes under certain circumstances; providing for the suspension of discretionary sales surtaxes under certain circumstances; authorizing certain persons to file a claim for a refund of discretionary sale surtaxes; providing for future expiration; amending s. 212.055, F.S.; deleting a restriction on counties authorized to levy an indigent care and trauma center surtax; requiring approval of certain taxes in a referendum; amending s. 212.11, F.S.; authorizing an automatic extension for filing returns and remitting sales and use tax when specified states of emergency are declared; providing construction; creating s. 212.1835, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; authorizing certain expenses and payments to count toward the tax due; providing construction; providing applicability; requiring electronic filing of returns and payment of taxes; amending s. 212.20, F.S.; deleting the future repeal of provisions related to annual distributions to the Florida Agricultural Promotional Campaign Trust Fund; amending s. 213.21, F.S.; authorizing the department to consider requests to settle or compromise certain liabilities after certain time periods have expired, in certain circumstances; providing a limitation; providing that certain department decisions are not subject to review; amending s. 213.67, F.S.; authorizing certain parties to include additional specified amounts in a garnishment levy notice; revising methods for delivery of levy notices; amending s. 220.02, F.S.; revising the order in which credits may be taken to include a specified credit; amending s. 220.03, F.S.; revising the date of adoption of the Internal Revenue Code and other federal income tax statutes for purposes of the state corporate income tax; providing retroactive operation; amending s. 220.19, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; revising obsolete provisions; authorizing certain taxpayers to use the credit in a specified manner; providing applicability; amending s. 220.1915, F.S.; revising the definitions of the terms “qualifying expenditures” and “qualifying railroad”; revising a limitation on the amount of the credit for qualified railroad construction or replacement expenditures; requiring the Department of Transportation to certify and provide certain information to the department by a specified date; revising application requirements for the credit for qualified railroad reconstruction or replacement expenditures; revising requirements for the department related to the issuance of a certain letter; conforming provisions to changes made by the act; revising conditions for carry-forward and transfer of such credit; creating s. 220.1992, F.S.; defining the

terms “qualified employee” and “qualified taxpayer”; establishing a credit against specified taxes for taxpayers that employ specified individuals; specifying the amount of such tax credit; authorizing the department to adopt rules governing the manner and form of the application for such tax credit; specifying requirements for such form; requiring the department to approve the tax credit prior to the taxpayer taking the credit; requiring the department to approve the tax credits in a specified manner; requiring the department to notify the taxpayer in a specified manner if the department determines an application is incomplete; providing that such taxpayer has a specified timeframe to correct any deficiency; providing that certain applications are deemed complete on a specified date; prohibiting taxpayers from claiming a tax credit of more than a specified amount; authorizing the carryforward of credits in a specified manner; providing the maximum amount of credit that may be granted during specified fiscal years; authorizing the department to consult with specified entities for a certain purpose; amending s. 220.222, F.S.; providing an automatic extension for the due date for a specified return in certain circumstances; amending s. 374.986, F.S.; revising obsolete provisions; creating s. 402.261, F.S.; defining terms; authorizing certain taxpayers to receive tax credits for certain actions; providing requirements for such credits; specifying the maximum tax credit that may be granted for a specified timeframe; authorizing tax credits be carried forward; requiring repayment of tax credits under certain conditions and using a specified formula; requiring certain taxpayers to file specified returns and reports; requiring that certain funds be distributed; requiring taxpayers to submit applications beginning on a specified date to receive tax credits; requiring the application to include certain information; requiring the Department of Revenue to approve tax credits in a specified manner; prohibiting the transfer of a tax credit; providing an exception; requiring the department to approve certain transfers; requiring a specified approval before the transfer of certain credits; authorizing credits to be rescinded during a specified time period; requiring specified approval before certain credits may be rescinded; requiring rescinded credits to be made available for use in a specified manner; requiring the department to provide specified letters in a certain time period with certain information; authorizing the department to adopt rules; amending s. 402.62, F.S.; revising the requirements for the Department of Children and Families in designating eligible charitable organizations; increasing the Strong Families Tax Credit cap; specifying when applications may be submitted to the Department of Revenue; amending s. 413.4021, F.S.; increasing the distribution for a specified program; amending s. 561.121, F.S.; providing for a specified distribution to specified entities of funds collected from certain excise taxes on alcoholic beverages and license fees on vendors; prohibiting such distribution from exceeding a certain amount; providing for the uses of such funds; prohibiting the use of such moneys for securing bonds; providing for future repeal; creating s. 561.1214, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; providing a limitation on such credits; providing applicability; providing construction; reenacting s. 571.26, F.S., relating to the Florida

Agricultural Promotional Campaign Trust Fund; repealing s. 41 of chapter 2023-157, Laws of Florida, which provides for the expiration and reversion of a specified provision of law; amending s. 571.265, F.S.; deleting the future repeal of provisions related to the promotion of Florida thoroughbred breeding and of thoroughbred racing; amending s. 624.509, F.S.; revising the order in which certain credits and deductions may be taken to incorporate changes made by the act; amending s. 624.5107, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; providing a limitation; providing construction; providing applicability; providing for retroactive application; creating s. 624.5108, F.S.; requiring insurers to deduct specified amounts from the premiums for certain policies; defining the term “flood”; providing applicability; requiring the deductions amount to be separately stated; providing reporting requirements; providing that such deductions do not reduce insurers’ direct written premiums; providing for a credit for a specified timeframe against insurance premium tax for insurers in a specified amount; exempting insurers claiming such credit from retaliatory tax; providing construction; requiring the department to refund unused credit under a certain circumstance; requiring certain insurers to include certain information with their quarterly and annual statements; requiring the office to include certain information in certain reports; authorizing the department to perform necessary audits and investigations; requiring the Office of Insurance Regulation to provide technical assistance; requiring the office to examine certain information and take corrective measures; authorizing the department and the office to adopt emergency rules; providing for future repeal; exempting from sales and use tax specified disaster preparedness supplies during specified timeframes; providing applicability; authorizing the department to adopt emergency rules; exempting from sales and use tax admissions to certain events, performances, and facilities, certain season tickets, and the retail sale of certain boating and water activity, camping, fishing, general outdoor, residential pool supplies and electric scooters during specified timeframes; defining terms; providing applicability; authorizing the department to adopt emergency rules; exempting from sales and use tax the retail sale of certain clothing, wallets, bags, school supplies, learning aids and jigsaw puzzles, and personal computers and personal computer-related accessories during a specified timeframe; defining terms; providing applicability; authorizing certain dealers to opt out of participating in the tax holiday, subject to certain requirements; authorizing the department to adopt emergency rules; exempting from the sales and use tax the retail sale of certain tools during a specified timeframe; providing applicability; authorizing the department to adopt emergency rules; authorizing the department to adopt emergency rules for specified provisions; providing for future expiration; providing an appropriation to offset certain reductions in ad valorem tax revenue; authorizing affected fiscally constrained counties to apply for appropriated funds; specifying application requirements; authorizing the department to adopt emergency rules; providing for future repeal; providing an appropriation; providing effective dates.

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

Section 1. Effective upon this act becoming a law, paragraph (d) of subsection (11) of section 192.001, Florida Statutes, is amended to read:

192.001 Definitions.—All definitions set out in chapters 1 and 200 that are applicable to this chapter are included herein. In addition, the following definitions shall apply in the imposition of ad valorem taxes:

(11) “Personal property,” for the purposes of ad valorem taxation, shall be divided into four categories as follows:

(d) “Tangible personal property” means all goods, chattels, and other articles of value (but does not include the vehicular items enumerated in s. 1(b), Art. VII of the State Constitution and elsewhere defined) capable of manual possession and whose chief value is intrinsic to the article itself. “Construction work in progress” consists of those items of tangible personal property commonly known as fixtures, machinery, and equipment when in the process of being installed in new or expanded improvements to real property and whose value is materially enhanced upon connection or use with a preexisting, taxable, operational system or facility. Construction work in progress shall be deemed substantially completed when connected with the preexisting, taxable, operational system or facility. For the purposes of tangible personal property constructed or installed by an electric utility, construction work in progress shall be deemed substantially completed upon the earlier of when all permits or approvals required for commercial operation have been received or approved, or 1 year after the construction work in progress has been connected with the preexisting, taxable, operational system or facility. Inventory and household goods are expressly excluded from this definition.

Section 2. (1) The amendment made by this act to s. 192.001, Florida Statutes, applies retroactively beginning with the 2024 property tax roll.

(2) This section shall take effect upon becoming a law.

Section 3. Paragraph (g) of subsection (1) of section 192.0105, Florida Statutes, is amended to read:

192.0105 Taxpayer rights.—There is created a Florida Taxpayer’s Bill of Rights for property taxes and assessments to guarantee that the rights, privacy, and property of the taxpayers of this state are adequately safeguarded and protected during tax levy, assessment, collection, and enforcement processes administered under the revenue laws of this state. The Taxpayer’s Bill of Rights compiles, in one document, brief but comprehensive statements that summarize the rights and obligations of the property appraisers, tax collectors, clerks of the court, local governing boards, the Department of Revenue, and taxpayers. Additional rights afforded to payors of taxes and assessments imposed under the revenue laws of this state are provided in s. 213.015. The rights afforded taxpayers to

assure that their privacy and property are safeguarded and protected during tax levy, assessment, and collection are available only insofar as they are implemented in other parts of the Florida Statutes or rules of the Department of Revenue. The rights so guaranteed to state taxpayers in the Florida Statutes and the departmental rules include:

(1) THE RIGHT TO KNOW.—

(g) The right, on property determined not to have been entitled to homestead exemption in a prior year, to notice of intent from the property appraiser to record notice of tax lien, information regarding why the taxpayer was not entitled to the exemption and how tax, penalties, and interest are calculated, and the right to pay tax, penalty, and interest before a tax lien is recorded for any prior year (see s. 196.161(1)(b)).

Notwithstanding the right to information contained in this subsection, under s. 197.122 property owners are held to know that property taxes are due and payable annually and are charged with a duty to ascertain the amount of current and delinquent taxes and obtain the necessary information from the applicable governmental officials.

Section 4. Paragraph (b) of subsection (4) and subsection (10) of section 193.155, Florida Statutes, are amended to read:

193.155 Homestead assessments.—Homestead property shall be assessed at just value as of January 1, 1994. Property receiving the homestead exemption after January 1, 1994, shall be assessed at just value as of January 1 of the year in which the property receives the exemption unless the provisions of subsection (8) apply.

(4)

(b)1. Changes, additions, or improvements that replace all or a portion of homestead property, including ancillary improvements, damaged or destroyed by misfortune or calamity shall be assessed upon substantial completion as provided in this paragraph. Such assessment must be calculated using the homestead property's assessed value as of the January 1 immediately before the date on which the damage or destruction was sustained, subject to the assessment limitations in subsections (1) and (2), when:

a. The square footage of the homestead property as changed or improved does not exceed 110 percent of the square footage of the homestead property before the damage or destruction; or

b. The total square footage of the homestead property as changed or improved does not exceed 1,500 square feet.

2. The homestead property's assessed value must be increased by the just value of that portion of the changed or improved homestead property which is in excess of 110 percent of the square footage of the homestead

property before the damage or destruction or of that portion exceeding 1,500 square feet.

3. Homestead property damaged or destroyed by misfortune or calamity which, after being changed or improved, has a square footage of less than 100 percent of the homestead property's total square footage before the damage or destruction shall be assessed pursuant to subsection (5).

4. Changes, additions, or improvements assessed pursuant to this paragraph must be reassessed pursuant to subsection (1) in subsequent years. This paragraph applies to changes, additions, or improvements commenced within 5 3 years after the January 1 following the damage or destruction of the homestead.

(10)(a) If the property appraiser determines that for any year or years within the prior 10 years a person who was not entitled to the homestead property assessment limitation granted under this section was granted the homestead property assessment limitation, the property appraiser making such determination shall serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes, penalties, and interest are due, and the manner in which unpaid taxes, penalties, and interest have been calculated. Such property that is situated in this state is subject to the unpaid taxes, plus a penalty of 50 percent of the unpaid taxes for each year and 15 percent interest per annum. However, when a person entitled to exemption pursuant to s. 196.031 inadvertently receives the limitation pursuant to this section following a change of ownership, the assessment of such property must be corrected as provided in paragraph (9)(a), and the person need not pay the unpaid taxes, penalties, or interest. Before a lien may be filed, the person or entity so notified must be given 30 days to pay the taxes and any applicable penalties and interest.

(b) If the property appraiser improperly grants the property assessment limitation as a result of a clerical mistake or an omission, the person or entity improperly receiving the property assessment limitation may not be assessed a penalty or interest. Back taxes shall apply only as follows:

1. If the person who received the limitation as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the limitation before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

2. If the person who received the limitation as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the limitation before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5

years before the property appraiser notified the owner of the mistake or omission.

3. The property appraiser shall serve upon an owner that owes back taxes under subparagraph 2. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated. Before a lien may be filed, the person or entity so notified must be given 30 days to pay the taxes.

Section 5. Subsection (1) of section 193.624, Florida Statutes, is amended to read:

193.624 Assessment of renewable energy source devices.—

(1) As used in this section, the term “renewable energy source device” means any of the following equipment that collects, transmits, stores, or uses solar energy, wind energy, or energy derived from geothermal deposits or biogas, as defined in s. 366.91:

- (a) Solar energy collectors, photovoltaic modules, and inverters.
- (b) Storage tanks and other storage systems, excluding swimming pools used as storage tanks.
- (c) Rockbeds.
- (d) Thermostats and other control devices.
- (e) Heat exchange devices.
- (f) Pumps and fans.
- (g) Roof ponds.
- (h) Freestanding thermal containers.
- (i) Pipes, ducts, wiring, structural supports, refrigerant handling systems, and other components used as integral parts of such systems; however, such equipment does not include conventional backup systems of any type or any equipment or structure that would be required in the absence of the renewable energy source device.
- (j) Windmills and wind turbines.
- (k) Wind-driven generators.

(l) Power conditioning and storage devices that store or use solar energy, wind energy, or energy derived from geothermal deposits to generate electricity or mechanical forms of energy.

(m) Pipes and other equipment used to transmit hot geothermal water to a dwelling or structure from a geothermal deposit.

(n) Pipes, equipment, structural facilities, structural support, and any other machinery integral to the interconnection, production, storage, compression, transportation, processing, collection, and conversion of biogas from landfill waste; livestock farm waste, including manure; food waste; or treated wastewater into renewable natural gas as defined in s. 366.91.

The term does not include equipment that is on the distribution or transmission side of the point at which a renewable energy source device is interconnected to an electric utility's distribution grid or transmission lines or a natural gas pipeline or distribution system.

Section 6. The amendment made by this act to s. 193.624, Florida Statutes, first applies to the 2025 property tax roll.

Section 7. Subsection (7) of section 193.703, Florida Statutes, is amended to read:

193.703 Reduction in assessment for living quarters of parents or grandparents.—

(7)(a) If the property appraiser determines that for any year within the previous 10 years a property owner who was not entitled to a reduction in assessed value under this section was granted such reduction, the property appraiser shall serve on the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property that is owned by that person and is situated in this state is subject to the taxes exempted by the improper reduction, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. Before such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such lien is subject to s. 196.161(3).

(b)1. However, If a reduction is improperly granted due to a clerical mistake or omission by the property appraiser, the person who improperly received the reduction may not be assessed a penalty or interest. Back taxes shall apply only as follows:

a. If the person who received the reduction in assessed value as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the reduction in assessed value before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

b. If the person who received the reduction in assessed value as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the limitation before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5 years before the property appraiser notified the owner of the mistake or omission.

2. The property appraiser shall serve upon an owner that owes back taxes under sub-subparagraph 1.b. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated. Before such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such lien is subject to s. 196.161(3).

Section 8. Paragraph (f) of subsection (1) of section 194.037, Florida Statutes, is amended to read:

194.037 Disclosure of tax impact.—

(1) After hearing all petitions, complaints, appeals, and disputes, the clerk shall make public notice of the findings and results of the board as provided in chapter 50. If published in the print edition of a newspaper, the notice must be in at least a quarter-page size advertisement of a standard size or tabloid size newspaper, and the headline shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published in a newspaper in the county. The newspaper selected shall be one of general interest and readership in the community pursuant to chapter 50. For all advertisements published pursuant to this section, the headline shall read: TAX IMPACT OF VALUE ADJUSTMENT BOARD. The public notice shall list the members of the value adjustment board and the taxing authorities to which they are elected. The form shall show, in columnar form, for each of the property classes listed under subsection (2), the following information, with appropriate column totals:

(f) In the sixth column, the net change in taxable value from the property appraiser's assessor's initial roll which results from board decisions.

Section 9. Present paragraphs (b) through (e) of subsection (9) of section 196.011, Florida Statutes, are redesignated as paragraphs (c) through (f), respectively, a new paragraph (b) is added to that subsection, and paragraph (a) of that subsection is amended, to read:

196.011 Annual application required for exemption.—

(9)(a) A county may, at the request of the property appraiser and by a majority vote of its governing body, waive the requirement that an annual application or statement be made for exemption of property within the county after an initial application is made and the exemption granted. The waiver under this subsection of the annual application or statement requirement applies to all exemptions under this chapter except the exemption under s. 196.1995. Notwithstanding such waiver, refileing of an application or statement shall be required when any property granted an exemption is sold or otherwise disposed of, when the ownership changes in any manner, when the applicant for homestead exemption ceases to use the property as his or her homestead, or when the status of the owner changes so as to change the exempt status of the property. In its deliberations on whether to waive the annual application or statement requirement, the governing body shall consider the possibility of fraudulent exemption claims which may occur due to the waiver of the annual application requirement. The owner of any property granted an exemption who is not required to file an annual application or statement shall notify the property appraiser promptly whenever the use of the property or the status or condition of the owner changes so as to change the exempt status of the property. If any property owner fails to so notify the property appraiser and the property appraiser determines that for any year within the prior 10 years the owner was not entitled to receive such exemption, the owner of the property is subject to the taxes exempted as a result of such failure plus 15 percent interest per annum and a penalty of 50 percent of the taxes exempted. Except for homestead exemptions controlled by s. 196.161, the property appraiser making such determination shall record in the public records of the county a notice of tax lien against any property owned by that person or entity in the county, and such property must be identified in the notice of tax lien. Except as provided in paragraph (b), such property is subject to the payment of all taxes and penalties. Such lien when filed shall attach to any property, identified in the notice of tax lien, owned by the person who illegally or improperly received the exemption. If such person no longer owns property in that county but owns property in some other county or counties in the state, the property appraiser shall record a notice of tax lien in such other county or counties, identifying the property owned by such person or entity in such county or counties, and it shall become a lien against such property in such county or counties. Before a lien may be filed, the person or entity so notified must be given 30 days to pay the taxes.

(b) If a homestead exemption is granted as a result of a clerical mistake or omission by the property appraiser, the taxpayer may not be assessed a penalty or interest. Back taxes shall apply only as follows:

1. If the person who received the homestead exemption as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

2. If the person who received the homestead exemption as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5 years before the property appraiser notified the owner of the mistake or omission.

3. The property appraiser shall serve upon an owner that owes back taxes under subparagraph 2. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated. Before a lien may be filed, the person or entity so notified must be given 30 days to pay the taxes.

Section 10. Subsection (7) of section 196.031, Florida Statutes, is amended to read:

196.031 Exemption of homesteads.—

(7) When homestead property is damaged or destroyed by misfortune or calamity and the property is uninhabitable on January 1 after the damage or destruction occurs, the homestead exemption may be granted if the property is otherwise qualified and if the property owner notifies the property appraiser that he or she intends to repair or rebuild the property and live in the property as his or her primary residence after the property is repaired or rebuilt and does not claim a homestead exemption on any other property or otherwise violate this section. Failure by the property owner to commence the repair or rebuilding of the homestead property within 5 ~~3~~ years after January 1 following the property's damage or destruction constitutes abandonment of the property as a homestead. After the 5-year ~~3-year~~ period, the expiration, lapse, nonrenewal, or revocation of a building permit issued to the property owner for such repairs or rebuilding also constitutes abandonment of the property as homestead.

Section 11. Subsection (9) of section 196.075, Florida Statutes, is amended to read:

196.075 Additional homestead exemption for persons 65 and older.—

(9)(a) If the property appraiser determines that for any year within the immediately previous 10 years a person who was not entitled to the additional homestead exemption under this section was granted such an exemption, the property appraiser shall serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property that is owned by the

taxpayer and is situated in this state is subject to the taxes exempted by the improper homestead exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. Before any such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such a lien is subject to the procedures and provisions set forth in s. 196.161(3).

(b) However, If the additional homestead such an exemption under this section is improperly granted as a result of a clerical mistake or omission by the property appraiser, the person who improperly received the exemption may not be assessed a penalty and interest. Back taxes shall apply only as follows:

1. If the person who received the additional homestead exemption under this section as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

2. If the person who received the additional homestead exemption under this section as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5 years before the property appraiser notified the owner of the mistake or omission.

3. The property appraiser shall serve upon an owner that owes back taxes under subparagraph 2. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated. Before any such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such a lien is subject to the procedures and provisions set forth in s. 196.161(3).

Section 12. Paragraph (b) of subsection (1) of section 196.161, Florida Statutes, is amended to read:

196.161 Homestead exemptions; lien imposed on property of person claiming exemption although not a permanent resident.—

(1)

(b)1. In addition, upon determination by the property appraiser that for any year or years within the prior 10 years a person who was not entitled to a homestead exemption was granted a homestead exemption from ad valorem taxes, it shall be the duty of the property appraiser making such

determination to serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property shall be identified in the notice of tax lien. The property appraiser must include with such notice served upon the owner information explaining why the owner is not entitled to the homestead exemption; for which years unpaid taxes, penalties, and interest are due; and how unpaid taxes, penalties, and interest have been calculated. Such property which is situated in this state shall be subject to the taxes exempted thereby, plus a penalty of 50 percent of the unpaid taxes for each year and 15 percent interest per annum. Before any such lien may be filed, the owner so notified must be given 30 days to pay the taxes, penalties, and interest.

2. However, If a homestead exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the person improperly receiving the exemption shall not be assessed penalty and interest. Before any such lien may be filed, the owner so notified must be given 30 days to pay the taxes, penalties, and interest. Back taxes shall apply only as follows:

a. If the person who received the homestead exemption as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

b. If the person who received the homestead exemption as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5 years before the property appraiser notified the owner of the mistake or omission.

c. The property appraiser shall serve upon an owner that owes back taxes under sub-subparagraph b. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated.

Section 13. Effective upon becoming a law, subsection (3) of section 196.1978, Florida Statutes, is amended to read:

196.1978 Affordable housing property exemption.—

(3)(a) As used in this subsection, the term:

1. “Corporation” means the Florida Housing Finance Corporation.

2. “Newly constructed” means an improvement to real property which was substantially completed within 5 years before the date of an applicant’s first submission of a request for a certification notice or an application for an exemption pursuant to this subsection ~~section, whichever is earlier.~~

3. “Substantially completed” has the same meaning as in s. 192.042(1).

(b) Notwithstanding ss. 196.195 and 196.196, portions of property in a multifamily project are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption if such portions meet all of the following conditions:

1. Provide affordable housing to natural persons or families meeting the income limitations provided in paragraph (d).;

2.a. Are within a newly constructed multifamily project that contains more than 70 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d); or

b. Are within a newly constructed multifamily project in an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code, which contains more than 10 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d). and

3. Are rented for an amount that does not exceed the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of paragraph (1) ~~(m)~~, whichever is less.

(c) If a unit that in the previous year received ~~qualified for~~ the exemption under this subsection and was occupied by a tenant is vacant on January 1, the vacant unit is eligible for the exemption if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this subsection and a reasonable effort is made to lease the unit to eligible persons or families.

(d)1. The property appraiser shall exempt:

a. Seventy-five percent of the assessed value of the units in multifamily projects that meet the requirements of this subsection and are ~~Qualified property~~ used to house natural persons or families whose annual household income is greater than 80 percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within

the county in which the person or family resides; ~~and, must receive an ad valorem property tax exemption of 75 percent of the assessed value.~~

b.2. From ad valorem property taxes the units in multifamily projects that meet the requirements of this subsection and are Qualified property used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, is exempt from ad valorem property taxes.

2. When determining the value of a unit for purposes of applying an exemption pursuant to this paragraph, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such unit.

(e) To be eligible to receive an exemption under this subsection, a property owner must submit an application on a form prescribed by the department by March 1 for the exemption, accompanied by a certification notice from the corporation to the property appraiser. The property appraiser shall review the application and determine whether the applicant meets all of the requirements of this subsection and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice and which the property appraiser determines is entitled to an exemption.

(f) To receive a certification notice, a property owner must submit a request to the corporation for certification on a form provided by the corporation which includes all of the following:

1. The most recently completed rental market study meeting the requirements of paragraph (1) (m).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under paragraph (c), the property owner must provide evidence of the published rent amount for each vacant unit.

4. A sworn statement, under penalty of perjury, from the applicant restricting the property for a period of not less than 3 years to housing persons or families who meet the income limitations under this subsection.

(g) The corporation shall review the request for a certification notice and certify whether a property that meets the eligibility criteria of paragraphs (b) and (c) this subsection. A determination by the corporation regarding a request for a certification notice does not constitute a grant of an exemption pursuant to this subsection or final agency action pursuant to chapter 120.

1. If the corporation determines that the property meets the eligibility criteria for an exemption under this subsection, the corporation must send a certification notice to the property owner and the property appraiser.

2. If the corporation determines that the property does not meet the eligibility criteria, the corporation must notify the property owner and include the reasons for such determination.

(h) The corporation shall post on its website the deadline to submit a request for a certification notice. The deadline must allow adequate time for a property owner to submit a timely application for exemption to the property appraiser.

(i) The property appraiser shall review the application and determine if the applicant is entitled to an exemption. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice.

(j) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(j)(k) Units subject to an agreement with the corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 are not eligible for this exemption.

(k)(l) Property receiving an exemption pursuant to s. 196.1979 or units used as a transient public lodging establishment as defined in s. 509.013 are is not eligible for this exemption.

(l)(m) A rental market study submitted as required by subparagraph (f) 1. paragraph (f) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser as defined in s. 475.611 may issue a rental market study. The certified general appraiser must be independent of the property owner who requests the rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property

within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

~~(m)(n)~~ The corporation may adopt rules to implement this section.

~~(n)(e)~~ This subsection first applies to the 2024 tax roll and is repealed December 31, 2059.

Section 14. Effective upon becoming a law, present subsections (6) and (7) of section 196.1979, Florida Statutes, are redesignated as subsections (8) and (9), respectively, new subsections (6) and (7) are added to that section, and paragraph (b) of subsection (1), subsection (2), paragraphs (d), (f), and (l) of subsection (3), and subsection (5) of that section are amended, to read:

196.1979 County and municipal affordable housing property exemption.

(1)

(b) Qualified property may receive an ad valorem property tax exemption of:

1. Up to 75 percent of the assessed value of each residential unit used to provide affordable housing if fewer than 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

2. Up to 100 percent of the assessed value of each residential unit used to provide affordable housing if 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

(2) If a residential unit that in the previous year received ~~qualified for~~ the exemption under this section and was occupied by a tenant is vacant on January 1, the vacant unit may qualify for the exemption under this section if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this section and a reasonable effort is made to lease the unit to eligible persons or families.

(3) An ordinance granting the exemption authorized by this section must:

(d) Require the local entity to verify and certify property that meets the requirements of the ordinance as qualified property and forward the certification to the property owner and the property appraiser. If the local entity denies the application for certification exemption, it must notify the applicant and include reasons for the denial.

(f) Require the property owner to submit an application for exemption, on a form prescribed by the department, accompanied by the certification of

qualified property, to the property appraiser no later than the deadline specified in s. 196.011 March 1.

(1) Require the county or municipality to post on its website a list of certified properties receiving the exemption for the purpose of facilitating access to affordable housing.

(5) An ordinance adopted under this section must expire before the fourth January 1 after adoption; however, the board of county commissioners or the governing body of the municipality may adopt a new ordinance to renew the exemption. The board of county commissioners or the governing body of the municipality shall deliver a copy of an ordinance adopted under this section to the department and the property appraiser within 10 days after its adoption, but no later than January 1 of the year such exemption will take effect. If the ordinance expires or is repealed, the board of county commissioners or the governing body of the municipality must notify the department and the property appraiser within 10 days after its expiration or repeal, but no later than January 1 of the year the repeal or expiration of such exemption will take effect.

(6) The property appraiser shall review each application for exemption and determine whether the applicant meets all of the requirements of this section and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination. A property appraiser may grant an exemption only for a property for which the local entity has certified as qualified property and which the property appraiser determines is entitled to an exemption.

(7) When determining the value of a unit for purposes of applying an exemption pursuant to this section, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such unit.

Section 15. (1) The amendments made to s. 196.1978, Florida Statutes, by section 13 of this act and s. 196.1979, Florida Statutes, are intended to be remedial and clarifying in nature and apply retroactively to January 1, 2024.

(2) This section shall take effect upon becoming a law.

Section 16. Paragraph (o) is added to subsection (3) of section 196.1978, Florida Statutes, as amended by this act, and subsection (4) is added to that section, to read:

196.1978 Affordable housing property exemption.—

(3)

(o)1. Beginning with the 2025 tax roll, a taxing authority may elect, upon adoption of an ordinance or resolution approved by a two-thirds vote of the governing body, not to exempt property under sub-subparagraph (d)1.a.

located in a county specified pursuant to subparagraph 2., subject to the conditions of this paragraph.

2. A taxing authority must make a finding in the ordinance or resolution that the most recently published Shimberg Center for Housing Studies Annual Report, prepared pursuant to s. 420.6075, identifies that a county that is part of the jurisdiction of the taxing authority is within a metropolitan statistical area or region where the number of affordable and available units in the metropolitan statistical area or region is greater than the number of renter households in the metropolitan statistical area or region for the category entitled "0-120 percent AMI."

3. An election made pursuant to this paragraph may apply only to the ad valorem property tax levies imposed within a county specified pursuant to subparagraph 2. by the taxing authority making the election.

4. The ordinance or resolution must take effect on the January 1 immediately succeeding adoption and shall expire on the second January 1 after the January 1 in which the ordinance or resolution takes effect. The ordinance or resolution may be renewed prior to its expiration pursuant to this paragraph.

5. The taxing authority proposing to make an election under this paragraph must advertise the ordinance or resolution or renewal thereof pursuant to the requirements of s. 50.011(1) prior to adoption.

6. The taxing authority must provide to the property appraiser the adopted ordinance or resolution or renewal thereof by the effective date of the ordinance or resolution or renewal thereof.

7. Notwithstanding an ordinance or resolution or renewal thereof adopted pursuant to this paragraph, a property owner of a multifamily project who was granted an exemption pursuant to sub-subparagraph (d)1.a. before the adoption or renewal of such ordinance or resolution may continue to receive such exemption for each subsequent consecutive year that the property owner applies for and is granted the exemption.

(4)(a) Notwithstanding ss. 196.195 and 196.196, property in a multifamily project that meets the requirements of this subsection is considered property used for a charitable purpose and is exempt from ad valorem tax beginning with the January 1 assessment immediately succeeding the date the property was placed in service allowing the property to be used as an affordable housing property that provides housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004.

(b) The multifamily project must:

1. Be composed of an improvement to land where an improvement did not previously exist or the construction of a new improvement where an old improvement was removed, which was substantially completed within 2

years before the first submission of an application for exemption under this subsection. For purposes of this subsection, the term “substantially completed” has the same definition as in s. 192.042(1).

2. Contain more than 70 units that are used to provide affordable housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004.

3. Be subject to a land use restriction agreement with the Florida Housing Finance Corporation recorded in the official records of the county in which the property is located that requires that the property be used for 99 years to provide affordable housing to natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004. The agreement must include a provision for a penalty for ceasing to provide affordable housing under the agreement before the end of the agreement term that is equal to 100 percent of the total amount financed by the corporation multiplied by each year remaining in the agreement. The agreement may be terminated or modified without penalty if the exemption under this subsection is repealed.

The property is no longer eligible for this exemption if the property no longer serves extremely-low-income, very-low-income, low-income persons pursuant to the recorded agreement.

(c) To be eligible to receive the exemption under this subsection, the property owner must submit an application to the property appraiser by March 1. The property appraiser shall review the application and determine whether the applicant meets all of the requirements of this subsection and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination.

(d)1. The property appraiser shall apply the exemption to those portions of the affordable housing property that provide housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 before certifying the tax roll to the tax collector.

2. When determining the value of the portion of property used to provide affordable housing for purposes of applying an exemption pursuant to this subsection, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such portion of property.

(e) If the property appraiser determines that for any year a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper

exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(f) Property receiving an exemption pursuant to subsection (3) or s. 196.1979 is not eligible for this exemption.

(g) This subsection first applies to the 2026 tax roll.

Section 17. The amendments made by this act to ss. 193.155, 193.703, 196.011, 196.031, 196.075, and 196.161, Florida Statutes, first apply beginning with the 2025 property tax roll.

Section 18. Present subsections (6), (7), and (8) of section 201.08, Florida Statutes, are redesignated as subsections (7), (8), and (9), respectively, a new subsection (6) is added to that section, and paragraph (b) of subsection (1) of that section is republished, to read:

201.08 Tax on promissory or nonnegotiable notes, written obligations to pay money, or assignments of wages or other compensation; exception.—

(1)

(b) On mortgages, trust deeds, security agreements, or other evidences of indebtedness filed or recorded in this state, and for each renewal of the same, the tax shall be 35 cents on each \$100 or fraction thereof of the indebtedness or obligation evidenced thereby. Mortgages, including, but not limited to, mortgages executed without the state and recorded in the state, which incorporate the certificate of indebtedness, not otherwise shown in separate instruments, are subject to the same tax at the same rate. When there is both a mortgage, trust deed, or security agreement and a note, certificate of indebtedness, or obligation, the tax shall be paid on the mortgage, trust deed, or security agreement at the time of recordation. A notation shall be made on the note, certificate of indebtedness, or obligation that the tax has been paid on the mortgage, trust deed, or security agreement. If a mortgage, trust deed, security agreement, or other evidence of indebtedness is subsequently filed or recorded in this state to evidence an indebtedness or obligation upon which tax was paid under paragraph (a) or subsection (2), tax shall be paid on the mortgage, trust deed, security agreement, or other evidence of indebtedness on the amount of the indebtedness or obligation evidenced which exceeds the aggregate amount upon which tax was previously paid under this paragraph and under paragraph (a) or subsection (2). If the mortgage, trust deed, security agreement, or other evidence of indebtedness subject to the tax levied by this section secures future advances, as provided in s. 697.04, the tax shall be paid at the time of recordation on the initial debt or obligation secured, excluding future advances; at the time and so often as any future advance is made, the tax shall be paid on all sums then advanced regardless of where such advance is

made. Notwithstanding the aforesated general rule, any increase in the amount of original indebtedness caused by interest accruing under an adjustable rate note or mortgage having an initial interest rate adjustment interval of not less than 6 months shall be taxable as a future advance only to the extent such increase is a computable sum certain when the document is executed. Failure to pay the tax shall not affect the lien for any such future advance given by s. 697.04, but any person who fails or refuses to pay such tax due by him or her is guilty of a misdemeanor of the first degree. The mortgage, trust deed, or other instrument shall not be enforceable in any court of this state as to any such advance unless and until the tax due thereon upon each advance that may have been made thereunder has been paid.

(6) For a home equity conversion mortgage as defined in 12 C.F.R. s. 1026.33(a), only the principal limit available to the borrower is subject to the tax imposed in this section. The maximum claim amount and the stated mortgage amount are not subject to the tax imposed in this section. As used in this subsection, the term “principal limit” means the gross amount of loan proceeds available to the borrower without consideration of any use restrictions. For purposes of this subsection, the tax must be calculated based on the principal limit amount determined at the time of closing as evidenced by the recorded mortgage or any supporting documents attached thereto.

Section 19. The amendment to s. 201.08, Florida Statutes, made by this act is intended to be remedial in nature and shall apply retroactively, but does not create a right to a refund or credit of any tax paid before the effective date of this act. For any home equity conversion mortgage recorded before the effective date of this act, the taxpayer may evidence the principal limit using related loan documents.

Section 20. Section 201.21, Florida Statutes, is amended to read:

201.21 Notes and other written obligations exempt under certain conditions.—

(1) There shall be exempt from all excise taxes imposed by this chapter all promissory notes, nonnegotiable notes, and other written obligations to pay money bearing date subsequent to July 1, 1955, hereinafter referred to as “principal obligations,” when the maker thereof shall pledge or deposit with the payee or holder thereof pursuant to any agreement commonly known as a wholesale warehouse mortgage agreement, as collateral security for the payment thereof, any collateral obligation or obligations, as hereinafter defined, provided all excise taxes imposed by this chapter upon or in respect to such collateral obligation or obligations shall have been paid. If the indebtedness evidenced by any such principal obligation shall be in excess of the indebtedness evidenced by such collateral obligation or obligations, the exemption provided by this subsection section shall not apply to the amount of such excess indebtedness; and, in such event, the excise taxes imposed by this chapter shall apply and be paid only in respect

to such excess of indebtedness of such principal obligation. The term “collateral obligation” as used in this subsection ~~section~~ means any note, bond, or other written obligation to pay money secured by mortgage, deed of trust, or other lien upon real or personal property. The pledging of a specific collateral obligation to secure a specific principal obligation, if required under the terms of the agreement, shall not invalidate the exemption provided by this subsection ~~section~~. The temporary removal of the document or documents representing one or more collateral obligations for a reasonable commercial purpose, for a period not exceeding 60 days, shall not invalidate the exemption provided by this subsection ~~section~~.

(2) There shall be exempt from all excise taxes imposed by this chapter all non-interest-bearing promissory notes, non-interest-bearing nonnegotiable notes, or non-interest-bearing written obligations to pay money, or assignments of salaries, wages, or other compensation made, executed, delivered, sold, transferred, or assigned in the state, and for each renewal of the same, of \$3,500 or less, when given by a customer to an alarm system contractor, as defined in s. 489.505, in connection with the sale of an alarm system as defined in s. 489.505.

Section 21. The amendments to s. 201.21, Florida Statutes, made by this act shall stand repealed on June 30, 2027, unless reviewed and saved from repeal through reenactment by the Legislature. If such amendments are not saved from repeal, the text of s. 201.21, Florida Statutes, shall revert to that in existence on June 30, 2024, except that any amendments to such text other than by this act shall be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of text which expire pursuant to this section.

Section 22. Subsection (1) of section 206.9931, Florida Statutes, is amended to read:

206.9931 Administrative provisions.—

(1) Any person producing in, importing into, or causing to be imported into this state taxable pollutants for sale, use, or otherwise and who is not registered or licensed pursuant to other parts of this chapter is hereby required to register and become licensed for the purposes of this part. Such person shall register as either a producer or importer of pollutants and shall be subject to all applicable registration and licensing provisions of this chapter, as if fully set out in this part and made expressly applicable to the taxes imposed herein, including, but not limited to, ss. 206.02-206.025, 206.03, 206.04, and 206.05. For the purposes of this section, registrations required exclusively for this part shall be made within 90 days of July 1, 1986, for existing businesses, or before ~~prior to~~ the first production or importation of pollutants for businesses created after July 1, 1986. ~~The fee for registration shall be \$30.~~ Failure to timely register is a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

Section 23. Section 206.9955, Florida Statutes, is amended to read:

206.9955 Levy of natural gas fuel tax.—

(1) The motor fuel equivalent gallon means the following for:

(a) Compressed natural gas gallon: 5.66 pounds, or per each 126.67 cubic feet.

(b) Liquefied natural gas gallon: 6.06 pounds.

(c) Liquefied petroleum gas gallon: 1.35 gallons.

(2) ~~Effective January 1, 2026,~~ The following taxes shall be imposed:

(a) Upon each motor fuel equivalent gallon of natural gas fuel:

1. ~~Effective January 1, 2026, and until December 31, 2026, an excise tax of 2 4 cents upon each motor fuel equivalent gallon of natural gas fuel.~~

2. Effective January 1, 2027, an excise tax of 4 cents.

(b) Upon each motor fuel equivalent gallon of natural gas fuel, which is designated as the “ninth-cent fuel tax”:

1. ~~Effective January 1, 2026, and until December 31, 2026, an additional tax of 0.5 cents. 1 cent upon each motor fuel equivalent gallon of natural gas fuel, which is designated as the “ninth-cent fuel tax.”~~

2. Effective January 1, 2027, an additional tax of 1 cent.

(c) Upon each motor fuel equivalent gallon of natural gas fuel by each county, which is designated as the “local option fuel tax”:

1. ~~Effective January 1, 2026, and until December 31, 2026, an additional tax of 0.5 cents. 1 cent on each motor fuel equivalent gallon of natural gas fuel by each county, which is designated as the “local option fuel tax.”~~

2. Effective January 1, 2027, an additional tax of 1 cent.

(d) An additional tax on each motor fuel equivalent gallon of natural gas fuel, which is designated as the “State Comprehensive Enhanced Transportation System Tax,” at a rate determined pursuant to this paragraph.

1. ~~Before January 1, 2026, and each year thereafter,~~ the department shall determine the tax rate applicable to the sale of natural gas fuel for the following 12-month period beginning January 1, rounded to the nearest tenth of a cent, by adjusting the tax rate of ~~2.9~~ 5.8 cents per gallon by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 2013.

2. Before January 1, 2027, and each year thereafter, the department shall determine the tax rate applicable to the sale of natural gas fuel for the following 12-month period beginning January 1, rounded to the nearest tenth of a cent, by adjusting the tax rate of 5.8 cents per gallon by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 2013.

(e)1. An additional tax is imposed on each motor fuel equivalent gallon of natural gas fuel for the privilege of selling natural gas fuel, at a rate determined pursuant to this subparagraph.

~~a. Before January 1, 2026, and each year thereafter, the department shall determine the tax rate applicable to the sale of natural gas fuel, rounded to the nearest tenth of a cent, for the following 12-month period beginning January 1, by adjusting the tax rate of 4.6 9.2 cents per gallon by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 2013.~~

b. Before January 1, 2027, and each year thereafter, the department shall determine the tax rate applicable to the sale of natural gas fuel, rounded to the nearest tenth of a cent, for the following 12-month period beginning January 1, by adjusting the tax rate of 9.2 cents per gallon by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 2013.

2. The department is authorized to adopt rules and publish forms to administer this paragraph.

(3) Unless otherwise provided by this chapter, the taxes specified in subsection (2) are imposed on natural gas fuel when it is placed into the fuel supply tank of a motor vehicle as defined in s. 206.01(23). The person liable for payment of the taxes imposed by this section is the person selling or supplying the natural gas fuel to the end user, for use in the fuel supply tank of a motor vehicle as defined in s. 206.01(23).

Section 24. For the purpose of incorporating the amendment made by this act to section 206.9955, Florida Statutes, in references thereto, subsections (1) and (4) of section 206.996, Florida Statutes, are reenacted to read:

206.996 Monthly reports by natural gas fuel retailers; deductions.—

(1) For the purpose of determining the amount of taxes imposed by s. 206.9955, each natural gas fuel retailer shall file beginning with February

2026, and each month thereafter, no later than the 20th day of each month, monthly reports electronically with the department showing information on inventory, purchases, nontaxable disposals, taxable uses, and taxable sales in gallons of natural gas fuel for the preceding month. However, if the 20th day of the month falls on a Saturday, Sunday, or federal or state legal holiday, a return must be accepted if it is electronically filed on the next succeeding business day. The reports must include, or be verified by, a written declaration stating that such report is made under the penalties of perjury. The natural gas fuel retailer shall deduct from the amount of taxes shown by the report to be payable an amount equivalent to 0.67 percent of the taxes on natural gas fuel imposed by s. 206.9955(2)(a) and (e), which deduction is allowed to the natural gas fuel retailer to compensate it for services rendered and expenses incurred in complying with the requirements of this part. This allowance is not deductible unless payment of applicable taxes is made on or before the 20th day of the month. This subsection may not be construed as authorizing a deduction from the constitutional fuel tax or the fuel sales tax.

(4) In addition to the allowance authorized by subsection (1), every natural gas fuel retailer is entitled to a deduction of 1.1 percent of the taxes imposed under s. 206.9955(2)(b) and (c), on account of services and expenses incurred due to compliance with the requirements of this part. This allowance may not be deductible unless payment of the tax is made on or before the 20th day of the month.

Section 25. For the purpose of incorporating the amendment made by this act to section 206.9955, Florida Statutes, in references thereto, section 206.997, Florida Statutes, is reenacted to read:

206.997 State and local alternative fuel user fee clearing trust funds; distribution.—

(1) Notwithstanding the provisions of s. 206.875, the revenues from the state natural gas fuel tax imposed by s. 206.9955(2)(a), (d), and (e) shall be deposited into the State Alternative Fuel User Fee Clearing Trust Fund. After deducting the service charges provided in s. 215.20, the proceeds in this trust fund shall be distributed as follows: the taxes imposed under s. 206.9955(2)(d) and (e) shall be transferred to the State Transportation Trust Fund and the tax imposed under s. 206.9955(2)(a) shall be distributed as follows: 50 percent shall be transferred to the State Board of Administration for distribution according to the provisions of s. 16, Art. IX of the State Constitution of 1885, as amended; 25 percent shall be transferred to the Revenue Sharing Trust Fund for Municipalities; and the remaining 25 percent shall be distributed using the formula contained in s. 206.60(1).

(2) Notwithstanding the provisions of s. 206.875, the revenues from the local natural gas fuel tax imposed by s. 206.9955(2)(b) and (c) shall be deposited into The Local Alternative Fuel User Fee Clearing Trust Fund. After deducting the service charges provided in s. 215.20, the proceeds in this trust fund shall be returned monthly to the appropriate county.

Section 26. Section 211.0254, Florida Statutes, is created to read:

211.0254 Child care tax credits.—Beginning January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax imposed by the state due under s. 211.02 or s. 211.025. However, the combined credit allowed under this section and ss. 211.0251, 211.0252, and 211.0253 may not exceed 50 percent of the tax due on the return on which the credit is taken. If the combined credit allowed under the foregoing sections exceeds 50 percent of the tax due on the return, the credit must first be taken under s. 211.0251, then under s. 211.0253, then under s. 211.0252. Any remaining liability must be taken under this section but may not exceed 50 percent of the tax due. For purposes of the distributions of tax revenue under s. 211.06, the department shall disregard any tax credits allowed under this section to ensure that any reduction in tax revenue received which is attributable to the tax credits results only in a reduction in distributions to the General Revenue Fund. The provisions of s. 402.261 apply to the credit authorized by this section.

Section 27. Paragraph (d) of subsection (2) of section 212.0306, Florida Statutes, is amended to read:

212.0306 Local option food and beverage tax; procedure for levying; authorized uses; administration.—

(2)

(d) Sales in cities or towns presently imposing a municipal resort tax as authorized by chapter 67-930, Laws of Florida, are exempt from the taxes authorized by subsection (1); however, the tax authorized by paragraph (1)(b) may be levied in such city or town if the governing authority of the city or town adopts an ordinance that is subsequently approved by a majority of the ~~registered~~ electors in such city or town voting in at a referendum held at a general election as defined in s. 97.021. Any tax levied in a city or town pursuant to this paragraph takes effect on the first day of January following the general election in which the ordinance was approved. A referendum to reenact an expiring tax authorized under this paragraph must be held at a general election occurring within the 48-month period immediately preceding the effective date of the reenacted tax, and the referendum may appear on the ballot only once within the 48-month period.

Section 28. Paragraphs (a) and (c) of subsection (1) of section 212.05, Florida Statutes, are amended to read:

212.05 Sales, storage, use tax.—It is hereby declared to be the legislative intent that every person is exercising a taxable privilege who engages in the business of selling tangible personal property at retail in this state, including the business of making or facilitating remote sales; who rents or furnishes any of the things or services taxable under this chapter; or who stores for use or consumption in this state any item or article of tangible

personal property as defined herein and who leases or rents such property within the state.

(1) For the exercise of such privilege, a tax is levied on each taxable transaction or incident, which tax is due and payable as follows:

(a)1.a. At the rate of 6 percent of the sales price of each item or article of tangible personal property when sold at retail in this state, computed on each taxable sale for the purpose of remitting the amount of tax due the state, and including each and every retail sale.

b. Each occasional or isolated sale of an aircraft, boat, mobile home, or motor vehicle of a class or type which is required to be registered, licensed, titled, or documented in this state or by the United States Government shall be subject to tax at the rate provided in this paragraph. The department shall by rule adopt any nationally recognized publication for valuation of used motor vehicles as the reference price list for any used motor vehicle which is required to be licensed pursuant to s. 320.08(1), (2), (3)(a), (b), (c), or (e), or (9). If any party to an occasional or isolated sale of such a vehicle reports to the tax collector a sales price which is less than 80 percent of the average loan price for the specified model and year of such vehicle as listed in the most recent reference price list, the tax levied under this paragraph shall be computed by the department on such average loan price unless the parties to the sale have provided to the tax collector an affidavit signed by each party, or other substantial proof, stating the actual sales price. Any party to such sale who reports a sales price less than the actual sales price is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. The department shall collect or attempt to collect from such party any delinquent sales taxes. In addition, such party shall pay any tax due and any penalty and interest assessed plus a penalty equal to twice the amount of the additional tax owed. Notwithstanding any other provision of law, the Department of Revenue may waive or compromise any penalty imposed pursuant to this subparagraph.

2. This paragraph does not apply to the sale of a boat or aircraft by or through a registered dealer under this chapter to a purchaser who, at the time of taking delivery, is a nonresident of this state, does not make his or her permanent place of abode in this state, and is not engaged in carrying on in this state any employment, trade, business, or profession in which the boat or aircraft will be used in this state, or is a corporation none of the officers or directors of which is a resident of, or makes his or her permanent place of abode in, this state, or is a noncorporate entity that has no individual vested with authority to participate in the management, direction, or control of the entity's affairs who is a resident of, or makes his or her permanent abode in, this state. For purposes of this exemption, either a registered dealer acting on his or her own behalf as seller, a registered dealer acting as broker on behalf of a seller, or a registered dealer acting as broker on behalf of the nonresident purchaser may be deemed to be the selling dealer. This exemption is shall not be allowed unless:

a. The nonresident purchaser removes a qualifying boat, as described in sub-subparagraph f., from ~~this the~~ state within 90 days after the date of purchase or extension, or the nonresident purchaser removes a nonqualifying boat or an aircraft from this state within 10 days after the date of purchase or, when the boat or aircraft is repaired or altered, within 20 days after completion of the repairs or alterations; or if the aircraft will be registered in a foreign jurisdiction and:

(I) Application for the aircraft's registration is properly filed with a civil airworthiness authority of a foreign jurisdiction within 10 days after the date of purchase;

(II) The nonresident purchaser removes the aircraft from ~~this the~~ state to a foreign jurisdiction within 10 days after the date the aircraft is registered by the applicable foreign airworthiness authority; and

(III) The aircraft is operated in ~~this the~~ state solely to remove it from ~~this the~~ state to a foreign jurisdiction.

For purposes of this sub-subparagraph, the term "foreign jurisdiction" means any jurisdiction outside of the United States or any of its territories;

b. The nonresident purchaser, within 90 days ~~after from~~ the date of departure, provides the department with written proof that the nonresident purchaser licensed, registered, titled, or documented the boat or aircraft outside ~~this the~~ state. If such written proof is unavailable, within 90 days the nonresident purchaser must shall provide proof that the nonresident purchaser applied for such license, title, registration, or documentation. The nonresident purchaser shall forward to the department proof of title, license, registration, or documentation upon receipt;

c. The nonresident purchaser, within 30 days after removing the boat or aircraft from ~~this state~~ Florida, furnishes the department with proof of removal in the form of receipts for fuel, dockage, slippage, tie-down, or hanging from outside of Florida. The information so provided must clearly and specifically identify the boat or aircraft;

d. The selling dealer, within 30 days after the date of sale, provides to the department a copy of the sales invoice, closing statement, bills of sale, and the original affidavit signed by the nonresident purchaser affirming attesting that the nonresident purchaser qualifies for exemption from sales tax pursuant to this subparagraph and attesting that the nonresident purchaser will provide the documentation required to substantiate the exemption claimed under ~~he or she has read the provisions of this subparagraph section;~~

e. The seller makes a copy of the affidavit a part of his or her record for as long as required by s. 213.35; and

f. Unless the nonresident purchaser of a boat of 5 net tons of admeasurement or larger intends to remove the boat from this state within

10 days after the date of purchase or when the boat is repaired or altered, within 20 days after completion of the repairs or alterations, the nonresident purchaser applies to the selling dealer for a decal which authorizes 90 days after the date of purchase for removal of the boat. The nonresident purchaser of a qualifying boat may apply to the selling dealer within 60 days after the date of purchase for an extension decal that authorizes the boat to remain in this state for an additional 90 days, but not more than a total of 180 days, before the nonresident purchaser is required to pay the tax imposed by this chapter. The department is authorized to issue decals in advance to dealers. The number of decals issued in advance to a dealer shall be consistent with the volume of the dealer's past sales of boats which qualify under this sub-subparagraph. The selling dealer or his or her agent shall mark and affix the decals to qualifying boats in the manner prescribed by the department, before delivery of the boat.

(I) The department is hereby authorized to charge dealers a fee sufficient to recover the costs of decals issued, except the extension decal shall cost \$425.

(II) The proceeds from the sale of decals will be deposited into the administrative trust fund.

(III) Decals shall display information to identify the boat as a qualifying boat under this sub-subparagraph, including, but not limited to, the decal's date of expiration.

(IV) The department is authorized to require dealers who purchase decals to file reports with the department and may prescribe all necessary records by rule. All such records are subject to inspection by the department.

(V) Any dealer or his or her agent who issues a decal falsely, fails to affix a decal, mismarks the expiration date of a decal, or fails to properly account for decals will be considered prima facie to have committed a fraudulent act to evade the tax and will be liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, and shall be liable for fine and punishment as provided by law for a conviction of a misdemeanor of the first degree, as provided in s. 775.082 or s. 775.083.

(VI) Any nonresident purchaser of a boat who removes a decal before permanently removing the boat from this ~~the~~ state, or defaces, changes, modifies, or alters a decal in a manner affecting its expiration date before its expiration, or who causes or allows the same to be done by another, will be considered prima facie to have committed a fraudulent act to evade the tax and will be liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, and shall be liable for fine and punishment as provided by law for a conviction of a misdemeanor of the first degree, as provided in s. 775.082 or s. 775.083.

(VII) The department is authorized to adopt rules necessary to administer and enforce this subparagraph and to publish the necessary forms and instructions.

(VIII) The department is hereby authorized to adopt emergency rules pursuant to s. 120.54(4) to administer and enforce the provisions of this subparagraph.

If the nonresident purchaser fails to remove the qualifying boat from this state within the maximum 180 days after purchase or a nonqualifying boat or an aircraft from this state within 10 days after purchase or, when the boat or aircraft is repaired or altered, within 20 days after completion of such repairs or alterations, or permits the boat or aircraft to return to this state within 6 months ~~after from~~ the date of departure, except as provided in s. 212.08(7)(fff), or if the nonresident purchaser fails to furnish the department with any of the documentation required by this subparagraph within the prescribed time period, the nonresident purchaser is ~~shall~~ be liable for use tax on the cost price of the boat or aircraft and, in addition thereto, payment of a penalty to the Department of Revenue equal to the tax payable. This penalty ~~is shall~~ be in lieu of the penalty imposed by s. 212.12(2). The maximum 180-day period following the sale of a qualifying boat tax-exempt to a nonresident may not be tolled for any reason.

(c) At the rate of 6 percent of the gross proceeds derived from the lease or rental of tangible personal property, as defined herein; however, the following special provisions apply to the lease or rental of motor vehicles and to peer-to-peer car-sharing programs:

1. When a motor vehicle is leased or rented by a motor vehicle rental company or through a peer-to-peer car-sharing program as those terms are defined in s. 212.0606(1) for a period of less than 12 months:

a. If the motor vehicle is rented in Florida, the entire amount of such rental is taxable, even if the vehicle is dropped off in another state.

b. If the motor vehicle is rented in another state and dropped off in Florida, the rental is exempt from Florida tax.

c. If the motor vehicle is rented through a peer-to-peer car-sharing program, the peer-to-peer car-sharing program shall collect and remit the applicable tax due in connection with the rental.

2. Except as provided in subparagraph 3., for the lease or rental of a motor vehicle for a period of not less than 12 months, sales tax is due on the lease or rental payments if the vehicle is registered in this state; provided, however, that no tax shall be due if the taxpayer documents use of the motor vehicle outside this state and tax is being paid on the lease or rental payments in another state.

3. The tax imposed by this chapter does not apply to the lease or rental of a commercial motor vehicle as defined in s. 316.003(14)(a) to one lessee or

rentee, or of a motor vehicle as defined in s. 316.003 which is to be used primarily in the trade or established business of the lessee or rentee, for a period of not less than 12 months when tax was paid on the purchase price of such vehicle by the lessor. To the extent tax was paid with respect to the purchase of such vehicle in another state, territory of the United States, or the District of Columbia, the Florida tax payable shall be reduced in accordance with s. 212.06(7). This subparagraph shall only be available when the lease or rental of such property is an established business or part of an established business or the same is incidental or germane to such business.

Section 29. Effective upon this act becoming a law, paragraph (b) of subsection (2) and paragraph (a) of subsection (3) of section 212.054, Florida Statutes, are amended, and subsection (9) is added to that section, to read:

212.054 Discretionary sales surtax; limitations, administration, and collection.—

(2)

(b) However:

1. The sales amount above \$5,000 on any item of tangible personal property shall not be subject to the surtax. However, charges for prepaid calling arrangements, as defined in s. 212.05(1)(e)1.a., shall be subject to the surtax. For purposes of administering the \$5,000 limitation on an item of tangible personal property;

a. If two or more taxable items of tangible personal property are sold to the same purchaser at the same time and, under generally accepted business practice or industry standards or usage, are normally sold in bulk or are items that, when assembled, comprise a working unit or part of a working unit, such items must be considered a single item for purposes of the \$5,000 limitation when supported by a charge ticket, sales slip, invoice, or other tangible evidence of a single sale or rental.

b. The sale of a boat and the corresponding boat trailer, which trailer is identified as a motor vehicle as defined in s. 320.01(1), must be taxed as a single item when sold to the same purchaser, at the same time, and included in the same invoice.

2. In the case of utility services billed on or after the effective date of any such surtax, the entire amount of the charge for utility services shall be subject to the surtax. In the case of utility services billed after the last day the surtax is in effect, the entire amount of the charge on said items shall not be subject to the surtax. "Utility service," as used in this section, does not include any communications services as defined in chapter 202.

3. In the case of written contracts which are signed prior to the effective date of any such surtax for the construction of improvements to real property or for remodeling of existing structures, the surtax shall be paid by the

contractor responsible for the performance of the contract. However, the contractor may apply for one refund of any such surtax paid on materials necessary for the completion of the contract. Any application for refund shall be made no later than 15 months following initial imposition of the surtax in that county. The application for refund shall be in the manner prescribed by the department by rule. A complete application shall include proof of the written contract and of payment of the surtax. The application shall contain a sworn statement, signed by the applicant or its representative, attesting to the validity of the application. The department shall, within 30 days after approval of a complete application, certify to the county information necessary for issuance of a refund to the applicant. Counties are hereby authorized to issue refunds for this purpose and shall set aside from the proceeds of the surtax a sum sufficient to pay any refund lawfully due. Any person who fraudulently obtains or attempts to obtain a refund pursuant to this subparagraph, in addition to being liable for repayment of any refund fraudulently obtained plus a mandatory penalty of 100 percent of the refund, is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

4. In the case of any vessel, railroad, or motor vehicle common carrier entitled to partial exemption from tax imposed under this chapter pursuant to s. 212.08(4), (8), or (9), the basis for imposition of surtax shall be the same as provided in s. 212.08 and the ratio shall be applied each month to total purchases in this state of property qualified for proration which is delivered or sold in the taxing county to establish the portion used and consumed in intracounty movement and subject to surtax.

(3) For the purpose of this section, a transaction shall be deemed to have occurred in a county imposing the surtax when:

(a)1. The sale includes an item of tangible personal property, a service, or tangible personal property representing a service, and the item of tangible personal property, the service, or the tangible personal property representing the service is delivered within the county. If there is no reasonable evidence of delivery of a service, the sale of a service is deemed to occur in the county in which the purchaser accepts the bill of sale.

2. The sale of any motor vehicle or mobile home of a class or type which is required to be registered in this state or in any other state shall be deemed to have occurred only in the county identified as the residence address of the purchaser on the registration or title document for such property.

3. The sale of property under sub-subparagraph (2)(b)1.b. is deemed to occur in the county where the purchaser resides, as identified on the registration or title documents for such property.

(9) If there has been a final adjudication that any discretionary sales surtax enacted pursuant to ss. 212.054 and 212.055 was enacted, levied, collected, or otherwise found to be contrary to the Constitution of the United States or the State Constitution, this subsection applies. For purposes of this

subsection, a “final adjudication” is a final order of a court of competent jurisdiction from which no appeal can be taken or from which no appeal has been taken and the time for such appeal has expired.

(a) If such discretionary sales surtax has been collected, but not expended, any county, municipality, school board, or other entity that received funds from such surtax shall transfer the surtax proceeds, along with any interest earned upon such proceeds, to the department within 60 days from the date of the final adjudication. The department shall deposit all amounts received pursuant to this subsection in a separate account in the Discretionary Sales Surtax Clearing Trust Fund for that county for disposition as follows:

1. If there is no valid discretionary sales surtax being levied within the same county for which a discretionary sales surtax was found to be invalid as described in this subsection, 100 percent of such funds shall be held in reserve for appropriation in the General Appropriations Act that takes effect on the July 1 immediately following the transfer of such funds to the department under this paragraph.

2. If there is a valid discretionary sales surtax being levied within the same county for which a discretionary sales surtax was found to be invalid as described in this subsection:

a. Seventy-five percent of such funds shall be held in reserve for appropriation in the General Appropriations Act that takes effect on the July 1 preceding the discretionary sales surtax suspension in paragraph (b).

b. Twenty-five percent of such funds and all interest earned on all funds held in reserve under this sub-subparagraph shall be held in reserve for appropriation in the General Appropriations Act to be disposed of as provided in paragraph (b).

(b)1. If there are multiple valid discretionary sales surtaxes being levied within the same county for which a discretionary sales surtax was found to be invalid as described in this subsection, such surtaxes, other than the school capital outlay surtax authorized by s. 212.055(6), shall be temporarily suspended beginning October 1 of the calendar year following the calendar year the department receives such surtax proceeds under this paragraph, or January 1, 2025, whichever is later.

2. If there is only one valid discretionary sales surtax being levied within the same county for which a discretionary sales surtax was found to be invalid as described in this subsection, such surtax shall be temporarily suspended beginning October 1 of the calendar year following the calendar year the department receives such surtax proceeds.

3. The department shall continue to distribute moneys in the separate account in the Discretionary Sales Surtax Clearing Trust Fund for that county to such county, municipality, or school board in an amount equal to

that which would have been distributed pursuant to all legally levied surtaxes in such county under this section but for the temporary suspension of such surtaxes under this subsection.

4. A county, municipality, or school board that receives funds under this paragraph from a single surtax shall use the funds consistent with the use for which the tax that was temporarily suspended under subparagraph 2. was levied. In case of a suspension pursuant to subparagraph 1., a county shall apportion the funds among the uses of the temporarily suspended discretionary sales surtaxes in proportion to the discretionary sales surtax rates.

5. The temporary suspension of surtaxes under this paragraph shall end on the last day of the month preceding the first month the department estimates that the balance of the separate account within the Discretionary Sales Surtax Clearing Trust Fund for that county will be insufficient to fully make the distribution necessary under subparagraph 3. Any remaining undistributed surtax proceeds shall be transferred to the General Revenue Fund.

6. The department shall monitor the balance of proceeds transferred to the department under this subsection and shall estimate the month in which the temporary discretionary sales surtax suspension will end. At least two months prior to the expiration of the temporary surtax suspension under this paragraph, the department shall provide notice to affected dealers and the public of when the suspension will end.

(c) Subsection (5) does not apply to the temporary suspension of surtaxes provided for under this subsection.

(d) Notwithstanding s. 215.26, any person who would otherwise be entitled to a refund of a discretionary sales surtax that is found to be invalid under this subsection may file a claim for a refund pursuant to the procedures provided in the General Appropriations Act referenced in paragraph (a), to the extent such act provides for refunds. Such refund claim must be filed between July 1 and December 31 of the state fiscal year for such General Appropriations Act.

(e) This subsection expires June 30, 2030.

Section 30. Paragraph (a) of subsection (4) of section 212.055, Florida Statutes, is amended to read:

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to

secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(4) INDIGENT CARE AND TRAUMA CENTER SURTAX.—

(a)1. The governing body in each county ~~that the government of which is not consolidated with that of one or more municipalities, which~~ has a population of at least 800,000 residents and is not authorized to levy a surtax under subsection (5), may levy, pursuant to an ordinance ~~either approved by an extraordinary vote of the governing body or~~ conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum, a discretionary sales surtax at a rate that may not exceed 0.5 percent.

2. ~~If the ordinance is conditioned on a referendum,~~ A statement that includes a brief and general description of the purposes to be funded by the surtax and that conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing body of the county. The following questions shall be placed on the ballot:

FOR THE. . . .CENTS TAX
AGAINST THE. . . .CENTS TAX

3. The ordinance adopted by the governing body providing for the imposition of the surtax shall set forth a plan for providing health care services to qualified residents, as defined in subparagraph 4. Such plan and subsequent amendments to it shall fund a broad range of health care services for both indigent persons and the medically poor, including, but not limited to, primary care and preventive care as well as hospital care. The plan must also address the services to be provided by the Level I trauma center. It shall emphasize a continuity of care in the most cost-effective setting, taking into consideration both a high quality of care and geographic access. Where consistent with these objectives, it shall include, without limitation, services rendered by physicians, clinics, community hospitals, mental health centers, and alternative delivery sites, as well as at least one regional referral hospital where appropriate. It shall provide that agreements negotiated between the county and providers, including hospitals with a Level I trauma center, will include reimbursement methodologies that take into account the cost of services rendered to eligible patients, recognize hospitals that render a disproportionate share of indigent care, provide other incentives to promote the delivery of charity care, promote the advancement of technology in medical services, recognize the level of responsiveness to medical needs in trauma cases, and require cost containment including, but not limited to, case management. It must also provide that any hospitals that are owned and operated by government entities on May 21, 1991, must, as a condition of receiving funds under this subsection,

afford public access equal to that provided under s. 286.011 as to meetings of the governing board, the subject of which is budgeting resources for the rendition of charity care as that term is defined in the Florida Hospital Uniform Reporting System (FHURS) manual referenced in s. 408.07. The plan shall also include innovative health care programs that provide cost-effective alternatives to traditional methods of service delivery and funding.

4. For the purpose of this paragraph, the term “qualified resident” means residents of the authorizing county who are:

- a. Qualified as indigent persons as certified by the authorizing county;
- b. Certified by the authorizing county as meeting the definition of the medically poor, defined as persons having insufficient income, resources, and assets to provide the needed medical care without using resources required to meet basic needs for shelter, food, clothing, and personal expenses; or not being eligible for any other state or federal program, or having medical needs that are not covered by any such program; or having insufficient third-party insurance coverage. In all cases, the authorizing county is intended to serve as the payor of last resort; or
- c. Participating in innovative, cost-effective programs approved by the authorizing county.

5. Moneys collected pursuant to this paragraph remain the property of the state and shall be distributed by the Department of Revenue on a regular and periodic basis to the clerk of the circuit court as ex officio custodian of the funds of the authorizing county. The clerk of the circuit court shall:

- a. Maintain the moneys in an indigent health care trust fund;
- b. Invest any funds held on deposit in the trust fund pursuant to general law;
- c. Disburse the funds, including any interest earned, to any provider of health care services, as provided in subparagraphs 3. and 4., upon directive from the authorizing county. However, if a county has a population of at least 800,000 residents and has levied the surtax authorized in this paragraph, notwithstanding any directive from the authorizing county, on October 1 of each calendar year, the clerk of the court shall issue a check in the amount of \$6.5 million to a hospital in its jurisdiction that has a Level I trauma center or shall issue a check in the amount of \$3.5 million to a hospital in its jurisdiction that has a Level I trauma center if that county enacts and implements a hospital lien law in accordance with chapter 98-499, Laws of Florida. The issuance of the checks on October 1 of each year is provided in recognition of the Level I trauma center status and shall be in addition to the base contract amount received during fiscal year 1999-2000 and any additional amount negotiated to the base contract. If the hospital receiving funds for its Level I trauma center status requests such funds to be used to generate federal matching funds under Medicaid, the clerk of the

court shall instead issue a check to the Agency for Health Care Administration to accomplish that purpose to the extent that it is allowed through the General Appropriations Act; and

d. Prepare on a biennial basis an audit of the trust fund specified in sub-subparagraph a. Commencing February 1, 2004, such audit shall be delivered to the governing body and to the chair of the legislative delegation of each authorizing county.

6. Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this paragraph and subsections (2) and (3) in excess of a combined rate of 1 percent.

Section 31. Paragraph (b) of subsection (1) and paragraph (b) of subsection (4) of section 212.11, Florida Statutes, are amended to read:

212.11 Tax returns and regulations.—

(1)

(b)1. For the purpose of ascertaining the amount of tax payable under this chapter, it shall be the duty of all dealers to file a return and remit the tax, on or before the 20th day of the month, to the department, upon forms prepared and furnished by it or in a format prescribed by it. Such return must show the rentals, admissions, gross sales, or purchases, as the case may be, arising from all leases, rentals, admissions, sales, or purchases taxable under this chapter during the preceding calendar month.

2. Notwithstanding subparagraph 1. and in addition to any extension or waiver ordered pursuant to s. 213.055, and except as provided in subparagraph 3., a dealer with a certificate of registration issued under s. 212.18 to engage in or conduct business in a county to which an emergency declaration applies in sub-subparagraph b. is granted an automatic 10-calendar-day extension after the due date for filing a return and remitting the tax if all of the following conditions are met:

a. The Governor has ordered or proclaimed a declaration of a state of emergency pursuant to s. 252.36.

b. The declaration is the first declaration for the event giving rise to the state of emergency or expands the counties covered by the initial state of emergency without extending or renewing the period of time covered by the first declaration of a state of emergency.

c. The first day of the period covered by the first declaration for the event giving rise to the state of emergency is within 5 business days before the 20th day of the month.

3. For purposes of subparagraph 2., a dealer who files a consolidated sales and use tax return will be considered to have a certificate of registration in a county to which an emergency declaration applies when

the central or main office of the consolidated account is in a county to which an emergency declaration applies.

(4)

(b)1. The amount of any estimated tax shall be due, payable, and remitted by electronic funds transfer by the 20th day of the month for which it is estimated. The difference between the amount of estimated tax paid and the actual amount of tax due under this chapter for such month shall be due and payable by the first day of the following month and remitted by electronic funds transfer by the 20th day thereof.

2. Notwithstanding subparagraph 1. and in addition to any extension or waiver ordered pursuant to s. 213.055, and except as provided in subparagraph 3., a dealer with a certificate of registration issued under s. 212.18 to engage in or conduct business in a county to which an emergency declaration applies in sub-subparagraph b. is granted an automatic 10-calendar-day extension after the due date for filing a return and remitting the tax if all of the following conditions are met:

a. The Governor has ordered or proclaimed a declaration of a state of emergency pursuant to s. 252.36.

b. The declaration is the first declaration for the event giving rise to the state of emergency or expands the counties covered by the initial state of emergency without extending or renewing the period of time covered by the first declaration of a state of emergency.

c. The first day of the period covered by the first declaration for the event giving rise to the state of emergency is within 5 business days before the 20th day of the month.

3. For purposes of subparagraph 2., a dealer who files a consolidated sales and use tax return will be considered to have a certificate of registration in a county to which an emergency declaration applies when the central or main office of the consolidated account is in a county to which an emergency declaration applies.

Section 32. Section 212.1835, Florida Statutes, is created to read:

212.1835 Child care tax credits.—Beginning January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax imposed by the state and due under this chapter from a direct pay permitholder as a result of the direct pay permit held pursuant to s. 212.183. For purposes of the dealer's credit granted for keeping prescribed records, filing timely tax returns, and properly accounting and remitting taxes under s. 212.12, the amount of tax due used to calculate the credit must include any expenses or payments from a direct pay permitholder which give rise to a credit under s. 402.261. For purposes of the distributions of tax revenue under s. 212.20, the department shall disregard any tax credits allowed under this section to ensure that any reduction in tax revenue received which is attributable to the tax credits

results only in a reduction in distributions to the General Revenue Fund. The provisions of s. 402.261 apply to the credit authorized by this section. A dealer who claims a tax credit under this section must file his or her tax returns and pay his or her taxes by electronic means under s. 213.755.

Section 33. Paragraph (d) of subsection (6) of section 212.20, Florida Statutes, is amended to read:

212.20 Funds collected, disposition; additional powers of department; operational expense; refund of taxes adjudicated unconstitutionally collected.—

(6) Distribution of all proceeds under this chapter and ss. 202.18(1)(b) and (2)(b) and 203.01(1)(a)3. is as follows:

(d) The proceeds of all other taxes and fees imposed pursuant to this chapter or remitted pursuant to s. 202.18(1)(b) and (2)(b) shall be distributed as follows:

1. In any fiscal year, the greater of \$500 million, minus an amount equal to 4.6 percent of the proceeds of the taxes collected pursuant to chapter 201, or 5.2 percent of all other taxes and fees imposed pursuant to this chapter or remitted pursuant to s. 202.18(1)(b) and (2)(b) shall be deposited in monthly installments into the General Revenue Fund.

2. After the distribution under subparagraph 1., 8.9744 percent of the amount remitted by a sales tax dealer located within a participating county pursuant to s. 218.61 shall be transferred into the Local Government Half-cent Sales Tax Clearing Trust Fund. Beginning July 1, 2003, the amount to be transferred shall be reduced by 0.1 percent, and the department shall distribute this amount to the Public Employees Relations Commission Trust Fund less \$5,000 each month, which shall be added to the amount calculated in subparagraph 3. and distributed accordingly.

3. After the distribution under subparagraphs 1. and 2., 0.0966 percent shall be transferred to the Local Government Half-cent Sales Tax Clearing Trust Fund and distributed pursuant to s. 218.65.

4. After the distributions under subparagraphs 1., 2., and 3., 2.0810 percent of the available proceeds shall be transferred monthly to the Revenue Sharing Trust Fund for Counties pursuant to s. 218.215.

5. After the distributions under subparagraphs 1., 2., and 3., 1.3653 percent of the available proceeds shall be transferred monthly to the Revenue Sharing Trust Fund for Municipalities pursuant to s. 218.215. If the total revenue to be distributed pursuant to this subparagraph is at least as great as the amount due from the Revenue Sharing Trust Fund for Municipalities and the former Municipal Financial Assistance Trust Fund in state fiscal year 1999-2000, no municipality shall receive less than the amount due from the Revenue Sharing Trust Fund for Municipalities and the former Municipal Financial Assistance Trust Fund in state fiscal year

1999-2000. If the total proceeds to be distributed are less than the amount received in combination from the Revenue Sharing Trust Fund for Municipalities and the former Municipal Financial Assistance Trust Fund in state fiscal year 1999-2000, each municipality shall receive an amount proportionate to the amount it was due in state fiscal year 1999-2000.

6. Of the remaining proceeds:

a. In each fiscal year, the sum of \$29,915,500 shall be divided into as many equal parts as there are counties in the state, and one part shall be distributed to each county. The distribution among the several counties must begin each fiscal year on or before January 5th and continue monthly for a total of 4 months. If a local or special law required that any moneys accruing to a county in fiscal year 1999-2000 under the then-existing provisions of s. 550.135 be paid directly to the district school board, special district, or a municipal government, such payment must continue until the local or special law is amended or repealed. The state covenants with holders of bonds or other instruments of indebtedness issued by local governments, special districts, or district school boards before July 1, 2000, that it is not the intent of this subparagraph to adversely affect the rights of those holders or relieve local governments, special districts, or district school boards of the duty to meet their obligations as a result of previous pledges or assignments or trusts entered into which obligated funds received from the distribution to county governments under then-existing s. 550.135. This distribution specifically is in lieu of funds distributed under s. 550.135 before July 1, 2000.

b. The department shall distribute \$166,667 monthly to each applicant certified as a facility for a new or retained professional sports franchise pursuant to s. 288.1162. Up to \$41,667 shall be distributed monthly by the department to each certified applicant as defined in s. 288.11621 for a facility for a spring training franchise. However, not more than \$416,670 may be distributed monthly in the aggregate to all certified applicants for facilities for spring training franchises. Distributions begin 60 days after such certification and continue for not more than 30 years, except as otherwise provided in s. 288.11621. A certified applicant identified in this sub-subparagraph may not receive more in distributions than expended by the applicant for the public purposes provided in s. 288.1162(5) or s. 288.11621(3).

c. The department shall distribute up to \$83,333 monthly to each certified applicant as defined in s. 288.11631 for a facility used by a single spring training franchise, or up to \$166,667 monthly to each certified applicant as defined in s. 288.11631 for a facility used by more than one spring training franchise. Monthly distributions begin 60 days after such certification or July 1, 2016, whichever is later, and continue for not more than 20 years to each certified applicant as defined in s. 288.11631 for a facility used by a single spring training franchise or not more than 25 years to each certified applicant as defined in s. 288.11631 for a facility used by more than one spring training franchise. A certified applicant identified in

this sub-subparagraph may not receive more in distributions than expended by the applicant for the public purposes provided in s. 288.11631(3).

d. The department shall distribute \$15,333 monthly to the State Transportation Trust Fund.

e.(I) On or before July 25, 2021, August 25, 2021, and September 25, 2021, the department shall distribute \$324,533,334 in each of those months to the Unemployment Compensation Trust Fund, less an adjustment for refunds issued from the General Revenue Fund pursuant to s. 443.131(3)(e) 3. before making the distribution. The adjustments made by the department to the total distributions shall be equal to the total refunds made pursuant to s. 443.131(3)(e)3. If the amount of refunds to be subtracted from any single distribution exceeds the distribution, the department may not make that distribution and must subtract the remaining balance from the next distribution.

(II) Beginning July 2022, and on or before the 25th day of each month, the department shall distribute \$90 million monthly to the Unemployment Compensation Trust Fund.

(III) If the ending balance of the Unemployment Compensation Trust Fund exceeds \$4,071,519,600 on the last day of any month, as determined from United States Department of the Treasury data, the Office of Economic and Demographic Research shall certify to the department that the ending balance of the trust fund exceeds such amount.

(IV) This sub-subparagraph is repealed, and the department shall end monthly distributions under sub-sub-subparagraph (II), on the date the department receives certification under sub-sub-subparagraph (III).

f. Beginning July 1, 2023, in each fiscal year, the department shall distribute \$27.5 million to the Florida Agricultural Promotional Campaign Trust Fund under s. 571.26, for further distribution in accordance with s. 571.265. ~~This sub-subparagraph is repealed June 30, 2025.~~

7. All other proceeds must remain in the General Revenue Fund.

Section 34. Subsection (11) is added to section 213.21, Florida Statutes, to read:

213.21 Informal conferences; compromises.—

(11)(a) The department may consider a request to settle or compromise any tax, interest, penalty, or other liability under this section after the time to challenge an assessment or a denial of a refund under s. 72.011 has expired if the taxpayer demonstrates that the failure to initiate a timely challenge was due to any of the following:

1. The death or life-threatening injury or illness of:

- a. The taxpayer;
- b. An immediate family member of the taxpayer; or
- c. An individual with substantial responsibility for the management or control of the taxpayer.
- 2. An act of war or terrorism.
- 3. A natural disaster, fire, or other catastrophic loss.
- (b) The department may not consider a request received more than 180 days after the time has expired for contesting it under s. 72.011.
- (c) Any decision by the department regarding a taxpayer's request to compromise or settle a liability under this subsection is not subject to review under chapter 120.

Section 35. Subsections (1), (3), and (6) of section 213.67, Florida Statutes, are amended to read:

213.67 Garnishment.—

(1) If a person is delinquent in the payment of any taxes, penalties, and interest, costs, surcharges, and fees owed to the department, the executive director or his or her designee may give notice of the amount of such delinquency by registered mail, by personal service, or by electronic means, including, but not limited to, facsimile transmissions, electronic data interchange, or use of the Internet, to all persons having in their possession or under their control any credits or personal property, exclusive of wages, belonging to the delinquent taxpayer, or owing any debts to such delinquent taxpayer at the time of receipt by them of such notice. Thereafter, any person ~~who has been~~ notified may not transfer or make any other disposition of such credits, other personal property, or debts until the executive director or his or her designee consents to a transfer or disposition or until 60 days after the receipt of such notice. However, the credits, other personal property, or debts that exceed the delinquent amount stipulated in the notice are not subject to this section, wherever held, if the taxpayer does not have a prior history of tax delinquencies. If during the effective period of the notice to withhold, any person so notified makes any transfer or disposition of the property or debts required to be withheld under this section, he or she is liable to the state for any indebtedness owed to the department by the person with respect to whose obligation the notice was given to the extent of the value of the property or the amount of the debts thus transferred or paid if, solely by reason of such transfer or disposition, the state is unable to recover the indebtedness of the person with respect to whose obligation the notice was given. If the delinquent taxpayer contests the intended levy in circuit court or under chapter 120, the notice under this section remains effective until that final resolution of the contest. Any financial institution receiving such notice maintains ~~will maintain~~ a right of setoff for any transaction involving a debit card occurring on or before the date of receipt of such notice.

(3) During the last 30 days of the 60-day period set forth in subsection (1), the executive director or his or her designee may levy upon such credits, other personal property, or debts. The levy must be accomplished by delivery of a notice of levy by registered mail, by personal service, or by electronic means, including, but not limited to, facsimile transmission or an electronic data exchange process using a web interface. Upon receipt of the notice of levy, ~~which~~ the person possessing the credits, other personal property, or debts must ~~shall~~ transfer them to the department or pay to the department the amount owed to the delinquent taxpayer.

(6)(a) Levy may be made under subsection (3) upon credits, other personal property, or debt of any person with respect to any unpaid tax, penalties, and interest, costs, surcharges, and fees authorized by law only after the executive director or his or her designee has notified such person in writing of the intention to make such levy.

(b) No less than 30 days before the day of the levy, the notice of intent to levy required under paragraph (a) must ~~shall~~ be given in person or sent by certified or registered mail to the person's last known address.

(c) The notice required in paragraph (a) must include a brief statement that sets forth in simple and nontechnical terms:

1. The provisions of this section relating to levy and sale of property;
2. The procedures applicable to the levy under this section;
3. The administrative and judicial appeals available to the taxpayer with respect to such levy and sale, and the procedures relating to such appeals; and
4. Any The alternatives, ~~if any,~~ available to taxpayers which could prevent levy on the property.

Section 36. Subsection (8) of section 220.02, Florida Statutes, is amended to read:

220.02 Legislative intent.—

(8) It is the intent of the Legislature that credits against either the corporate income tax or the franchise tax be applied in the following order: those enumerated in s. 631.828, those enumerated in s. 220.191, those enumerated in s. 220.181, those enumerated in s. 220.183, those enumerated in s. 220.182, those enumerated in s. 220.1895, those enumerated in s. 220.195, those enumerated in s. 220.184, those enumerated in s. 220.186, those enumerated in s. 220.1845, those enumerated in s. 220.19, those enumerated in s. 220.185, those enumerated in s. 220.1875, those enumerated in s. 220.1876, those enumerated in s. 220.1877, those enumerated in s. 220.1878, those enumerated in s. 220.193, those enumerated in former s. 288.9916, those enumerated in former s. 220.1899, those enumerated in former s. 220.194, those enumerated in s. 220.196, those enumerated in s.

220.198, those enumerated in s. 220.1915, those enumerated in s. 220.199, and those enumerated in s. 220.1991, and those enumerated in s. 220.1992.

Section 37. Effective upon this act becoming a law, paragraph (n) of subsection (1) and paragraph (c) of subsection (2) of section 220.03, Florida Statutes, are amended to read:

220.03 Definitions.—

(1) **SPECIFIC TERMS.**—When used in this code, and when not otherwise distinctly expressed or manifestly incompatible with the intent thereof, the following terms shall have the following meanings:

(n) “Internal Revenue Code” means the United States Internal Revenue Code of 1986, as amended and in effect on January 1, 2024 2023, except as provided in subsection (3).

(2) **DEFINITIONAL RULES.**—When used in this code and neither otherwise distinctly expressed nor manifestly incompatible with the intent thereof:

(c) Any term used in this code has the same meaning as when used in a comparable context in the Internal Revenue Code and other statutes of the United States relating to federal income taxes, as such code and statutes are in effect on January 1, 2024 2023. However, if subsection (3) is implemented, the meaning of a term shall be taken at the time the term is applied under this code.

Section 38. (1) The amendment made by this act to s. 220.03, Florida Statutes, operates retroactively to January 1, 2024.

(2) This section shall take effect upon becoming a law.

Section 39. Section 220.19, Florida Statutes, is amended to read:

220.19 Child care tax credits.—

(1) For taxable years beginning on or after January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax due for a taxable year under this chapter after the application of any other allowable credits by the taxpayer. The credit must be earned pursuant to s. 402.261 on or before the date the taxpayer is required to file a return pursuant to s. 220.222. If the credit granted under this section is not fully used in any one year because of insufficient tax liability on the part of the corporation, the unused amount may be carried forward for a period not to exceed 5 years. The carryover credit may be used in a subsequent year when the tax imposed by this chapter for that year exceeds the credit for which the corporation is eligible in that year under this section after applying the other credits and unused carryovers in the order provided by s. 220.02(8).

(2) A taxpayer that files a consolidated return in this state as a member of an affiliated group under s. 220.131(1) may be allowed the credit on a consolidated return basis; however, the total credit taken by the affiliated group is subject to the limitation established under s. 402.261(2)(d). If a corporation receives a credit for child care facility startup costs, and the facility fails to operate for at least 5 years, a pro rata share of the credit must be repaid, in accordance with the formula:

$$A = C \times (1 - (N/60))$$

Where:

- (a) “A” is the amount in dollars of the required repayment.
- (b) “C” is the total credits taken by the corporation for child care facility startup costs.
- (c) “N” is the number of months the facility was in operation.

This repayment requirement is inapplicable if the corporation goes out of business or can demonstrate to the department that its employees no longer want to have a child care facility.

(3) The provisions of s. 402.261 apply to the credit authorized by this section.

(4) If a taxpayer applies and is approved for a credit under s. 402.261 after timely requesting an extension to file under s. 220.222(2):

(a) The credit does not reduce the amount of tax due for purposes of the department’s determination as to whether the taxpayer was in compliance with the requirement to pay tentative taxes under ss. 220.222 and 220.32.

(b) The taxpayer’s noncompliance with the requirement to pay tentative taxes shall result in the revocation and rescindment of any such credit.

(c) The taxpayer shall be assessed for any taxes, penalties, or interest due from the taxpayer’s noncompliance with the requirement to pay tentative taxes.

(5) For purposes of calculating the underpayment of estimated corporate income taxes under s. 220.34, the final amount due is the amount after credits earned under this section are deducted. For purposes of determining if a penalty or interest under s. 220.34(2)(d)1. will be imposed for underpayment of estimated corporate income tax, a taxpayer may, after earning a credit under this section, reduce any estimated payment in that taxable year by the amount of the credit.

Section 40. Subsections (1) through (4) of section 220.1915, Florida Statutes, are amended to read:

220.1915 Credit for qualified railroad reconstruction or replacement expenditures.—

(1) For purposes of this section:

(a) “Qualified expenditures” means gross expenditures made in this state by a qualifying railroad during the taxable year in which the credit is claimed, provided such expenditures were made on track that was owned or leased by a qualifying railroad on the last day of the prior calendar year, and were:

1. For the maintenance, reconstruction, or replacement of railroad infrastructure, including track, roadbed, bridges, industrial leads and sidings, or track-related structures which were owned or leased by the qualifying railroad; or

2. For new construction by the qualifying railroad of industrial leads, switches, spurs and sidings, and extensions of existing sidings located in this state.

(b) “Qualifying railroad” means any ~~taxpayer that was a~~ Class II or Class III railroad operating in this state on the last day of the calendar year prior to the taxable year for which the credit is claimed, pursuant to the classifications in effect for that year as set by the United States Surface Transportation Board or its successor.

(2)(a) For taxable years beginning on or after January 1, 2023, a qualifying railroad is eligible for a credit against the tax imposed by this chapter if it has qualified expenditures in this state in the taxable year.

(b) The credit allowed under this section is equal to 50 percent of a qualifying railroad’s qualified expenditures incurred in this state in the taxable year, as limited by paragraph (c).

(c) The amount of the credit may not exceed the product of \$3,500 and the number of miles of railroad track owned or leased within this state by the qualifying railroad as of the end of the calendar year prior to the taxable year in which the qualified expenditures were incurred. The Department of Transportation shall certify to the department the number of miles of railroad track within this state that each qualifying railroad owned or leased on the last day of each calendar year. Such certification must be provided to the department no later than the last business day of January for the prior year ending December 31.

(3)(a) A qualifying railroad must submit to the department ~~with its return~~ an application including any documentation or information required by the department to demonstrate eligibility for the credit allowed under this section. Such application must specify the taxable year for which the credit is requested, and may be filed at any time during that taxable year once the qualifying expenditures have been made. The application must be

filed no later than May 1 of the year following the year in which the qualifying expenditures were made.

~~(b) Only one application may be filed per qualifying railroad per taxable year. If the qualifying railroad is not a taxpayer under this chapter, the qualifying railroad must submit the required application including any documentation or information required by the department directly to the department no later than May 1 of the calendar year following the year in which the qualified expenditures were made, in accordance with rules adopted by the department.~~

~~(c) The qualifying railroad must include an affidavit certifying that all information contained in the application is true and correct, and supporting documentation must include any relevant information, as determined by the rules of the department, to verify eligibility of qualified expenditures made in this state for the credit allowed under this section. The supporting documentation must include, but is not limited to, the following:~~

~~1. The number of track miles owned or leased in this state by the qualifying railroad on the last day of the prior calendar year. If this number is different than the number provided by the Department of Transportation under paragraph (2)(c), the department shall use the number of miles provided by the Department of Transportation to calculate the limitation for the credit under that paragraph.~~

~~2. The total amount and description of each qualified expenditure.~~

~~3. Financial receipts or other records necessary to verify the accuracy of the information submitted pursuant to this subsection.~~

~~4. If a copy of any Internal Revenue Service Form 8900, or its equivalent, is if such documentation was filed with the Internal Revenue Service for any credit under 26 U.S.C. s. 45G for which the federal credit related in whole or in part to the qualified expenditures in this state for which the credit is sought, such form shall be provided to the department within 60 days of submission to the Internal Revenue Service. Approval of this credit shall not be delayed until, or contingent upon, receipt of such form. The department shall retain such form for any qualifying railroad that is a taxpayer under this chapter along with records related to the credit until the taxable period covered by the form is no longer subject to review or audit by the department.~~

~~(d) If the qualifying railroad is a taxpayer under this chapter and the credit earned exceeds the taxpayer's liability under this chapter for that year, or if the qualifying railroad is not a taxpayer under this chapter, The department must issue a letter to the qualifying railroad within 30 days after receipt of the completed application indicating the amount of the approved credit available for carryover or transfer in accordance with subsection (4).~~

(e) The department may consult with the Department of Transportation regarding the qualifications, ownership, or classification of any qualifying railroad applying for a credit under this section. The Department of Transportation shall provide technical assistance, when requested by the department, on any technical audits performed pursuant to this section, in addition to providing the annual certification under paragraph (2)(c).

(4)(a) If the credit granted under this section is not fully used in any one taxable year because of insufficient tax liability on the part of the qualifying railroad, or because the qualifying railroad is not subject to tax under this chapter, the unused amount may be carried forward for a period not to exceed 5 taxable years or may be transferred in accordance with paragraph (b). The carryover or transferred credit may be used in the year approved or any of the 5 subsequent taxable years, when the tax imposed by this chapter for that taxable year exceeds the credit for which the qualifying railroad or transferee under paragraph (b) is eligible in that taxable year under this subsection, after applying the other credits and unused carryovers in the order provided by s. 220.02(8).

(b)1. The credit under this section may be transferred, in whole or in part:

a. By written agreement to a taxpayer subject to the tax under this chapter and that either transports property using the rail facilities of any the qualifying railroad or furnishes railroad-related property or services, as those terms are defined in 26 C.F.R. s. 1.45G-1(b), to any railroad operating in this state, or is a railroad, ~~as those terms are defined in 26 C.F.R. s. 1.45G-1(b); and~~

b. At any time after receipt of approval in paragraph (3)(d), or during the 5 taxable years following the taxable year the credit was originally earned by the qualifying railroad.

2. The written agreement required for transfer under this paragraph shall:

a. Be filed jointly by the qualifying railroad and the transferee with the department within 30 days after the transfer, in accordance with rules adopted by the department; and

b. Contain all of the following information: the name, address, and taxpayer identification number for the qualifying railroad and the transferee; the amount of the credit being transferred; the taxable year in which the credit was originally earned by the qualifying railroad; and the remaining taxable years for which the credit may be claimed.

Section 41. Section 220.1992, Florida Statutes, is created to read:

220.1992 Individuals with Unique Abilities Tax Credit Program.—

(1) For purposes of this section, the term:

(a) “Qualified employee” means an individual who has a disability, as that term is defined in s. 413.801, and has been employed for at least 6 months by a qualified taxpayer.

(b) “Qualified taxpayer” means a taxpayer who employs a qualified employee at a business located in this state.

(2) For a taxable year beginning on or after January 1, 2024, a qualified taxpayer is eligible for a credit against the tax imposed by this chapter in an amount up to \$1,000 for each qualified employee such taxpayer employed during the taxable year. The tax credit shall equal one dollar for each hour the qualified employee worked during the taxable year, up to 1,000 hours.

(3)(a) The department may adopt rules governing the manner and form of applications for the tax credit and establishing requirements for the proper administration of the tax credit. The form must include an affidavit certifying that all information contained within the application is true and correct and must require the taxpayer to specify the number of qualified employees for whom a credit under this section is being claimed and the number of hours each qualified employee worked during the taxable year.

(b) The department must approve the tax credit prior to the taxpayer taking the credit on a return. The department must approve credits on a first-come, first-served basis. If the department determines that an application is incomplete, the department shall notify the taxpayer in writing and the taxpayer shall have 30 days after receiving such notification to correct any deficiency. If corrected in a timely manner, the application must be deemed completed as of the date the application was first submitted.

(c) A taxpayer may not claim a tax credit of more than \$10,000 under this section in any one taxable year.

(d) A taxpayer may carry forward any unused portion of a tax credit under this section for up to 5 taxable years. The carryover may be used in a subsequent year when the tax imposed by this chapter for such year exceeds the credit for such year under this section after applying the other credits and unused credit carryovers in the order provided in s. 220.02(8).

(4) The combined total amount of tax credits which may be granted under this section is \$5 million in each of state fiscal years 2024-2025, 2025-2026, and 2026-2027.

(5) The department may consult with the Department of Commerce and the Agency for Persons with Disabilities to determine if an individual is a qualified employee. The Department of Commerce and the Agency for Persons with Disabilities shall provide technical assistance, when requested by the department, on any such question.

Section 42. Present paragraphs (c) and (d) of subsection (2) of section 220.222, Florida Statutes, are redesignated as paragraphs (d) and (e), respectively, and a new paragraph (c) is added to that subsection, to read:

220.222 Returns; time and place for filing.—

(2)

(c) When a taxpayer has been granted an extension or extensions of time within which to file its federal income tax return for any taxable year due to a federally declared disaster that included locations within this state, and if the requirements of s. 220.32 are met, the due date of the return required under this code is automatically extended to 15 calendar days after the due date for such taxpayer's federal income tax return, including any extensions provided for such return for a federally declared disaster. Nothing in this paragraph affects the authority of the executive director to order an extension or waiver pursuant to s. 213.055(2).

Section 43. Section 374.986, Florida Statutes, is amended to read:

374.986 Taxing authority.—

(1) ~~The property appraiser tax assessor~~, tax collector, and board of county commissioners of each and every county in said district, shall, when requested by the board, prepare from their official records and deliver any and all information that may be from time to time requested from him or her or them or either of them by the board regarding the tax valuation, assessments, collection, and any other information regarding the levy, assessment, and collection of taxes in each of said counties.

(2) The board may annually assess and levy against the taxable property in the district a tax not to exceed one-tenth mill on the dollar for each year, and the proceeds from such tax shall be used by the district for all expenses of the district including the purchase price of right-of-way and other property. The board shall, on or before the 31st day of July of each year, prepare a tentative annual written budget of the district's expected income and expenditures. In addition, the board shall compute a proposed millage rate to be levied as taxes for that year upon the taxable property in the district for the purposes of said district. The proposed budget shall be submitted to the Department of Environmental Protection for its approval. Prior to adopting a final budget, the district shall comply with the provisions of s. 200.065, relating to the method of fixing millage, and shall fix the final millage rate by resolution of the district and shall also, by resolution, adopt a final budget pursuant to chapter 200. Copies of such resolutions executed in the name of the board by its chair, and attested by its secretary, shall be made and delivered to the county officials specified in s. 200.065 of each and every county in the district, to the Department of Revenue, and to the Chief Financial Officer. Thereupon, it shall be the duty of the property appraiser ~~assessor~~ of each of said counties to assess, and the tax collector of each of said counties to collect, a tax at the rate fixed by said resolution of the board upon all of the real and personal taxable property in said counties for said year (and such officers shall perform such duty) and said levy shall be included in the warrant of the tax assessors of each of said counties and attached to the assessment roll of taxes for each of said counties. The tax collectors of each of

said counties shall collect such taxes so levied by the board in the same manner as other taxes are collected, and shall pay the same within the time and in the manner prescribed by law, to the treasurer of the board. It shall be the duty of the Chief Financial Officer to assess and levy on all railroad lines and railroad property and telegraph lines and telegraph property in the district a tax at the rate prescribed by resolution of the board, and to collect the tax thereon in the same manner as he or she is required by law to assess and collect taxes for state and county purposes and to remit the same to the treasurer of the board. All such taxes shall be held by the treasurer of the district for the credit of the district and paid out by him or her as provided herein. The tax collector assessor and property appraiser of each of said counties shall be entitled to payment as provided for by general laws.

Section 44. Section 402.261, Florida Statutes, is created to read:

402.261 Child care tax credits.—

(1) For purposes of this section, the term:

(a) “Department” means the Department of Revenue.

(b) “Division” means the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation.

(c) “Eligible child” means the child or grandchild of an employee of a taxpayer, if such employee is the child or grandchild’s caregiver as defined in s. 39.01.

(d) “Eligible child care facility” means a child care facility that:

1. Is licensed under s. 402.305; or

2. Is exempt from licensure under s. 402.316.

(e) “Employee” includes full-time employees and part-time employees who work an average of at least 20 hours per week.

(f) “Maximum annual tax credit amount” means, for any state fiscal year, the sum of the amount of tax credits approved under this section, including tax credits to be taken under s. 211.0254, s. 212.1835, s. 220.19, s. 561.1214, or s. 624.5107, which are approved for taxpayers whose taxable years begin on or after January 1 of the calendar year preceding the start of the applicable state fiscal year.

(g) “Tax due” means any tax required under chapter 211, chapter 220, chapter 561, or chapter 624, or due under chapter 212 from a direct pay permitholder as a result of a direct pay permit held pursuant to s. 212.183.

(2)(a) A taxpayer who operates an eligible child care facility for the taxpayer’s employees is allowed a credit of 50 percent of the startup costs of such facility against any tax due for the taxable year such facility begins

operation as an eligible child care facility. The maximum credit amount a taxpayer may be granted in a taxable year under this paragraph is based on the average number of employees employed by the taxpayer during such year. For an employer that employed:

1. One to 19 employees, the maximum credit is \$1 million.
2. Twenty to 250 employees, the maximum credit is \$500,000.
3. More than 250 employees, the maximum credit is \$250,000.

(b) A taxpayer who operates an eligible child care facility for the taxpayer's employees is allowed a credit of \$300 per month for each eligible child enrolled in such facility against any tax due for the taxable year. The maximum credit amount a taxpayer may be granted in a taxable year under this paragraph is based on the average number of employees employed by the taxpayer during such year. For an employer that employed:

1. One to 19 employees, the maximum credit is \$50,000.
2. Twenty to 250 employees, the maximum credit is \$500,000.
3. More than 250 employees, the maximum credit is \$1 million.

(c) A taxpayer who makes payments to an eligible child care facility in the name and for the benefit of an employee employed by the taxpayer whose eligible child attends such facility is allowed a credit of 100 percent of the amount of such payments against any tax due for the taxable year up to a maximum credit of \$3,600 per child per taxable year. The taxpayer may make payments directly to the eligible child care facility or contract with an early learning coalition to process payments. The maximum credit amount a taxpayer may be granted in a taxable year under this paragraph is based on the average number of employees employed by the taxpayer during such year. For an employer that employed:

1. One to 19 employees, the maximum credit is \$50,000.
2. Twenty to 250 employees, the maximum credit is \$500,000.
3. More than 250 employees, the maximum credit is \$1 million.

(d) A taxpayer may qualify for a tax credit under more than one paragraph of this subsection; however, the total credit taken by such taxpayers in a single taxable year may not exceed the sum total of the maximum credit they are granted under each applicable paragraph.

(e) For state fiscal years 2024-2025, 2025-2026, and 2026-2027, the maximum annual tax credit amount is \$5 million.

(3)(a) If the credit granted under this section is not fully used within the specified state fiscal year for credits under s. 211.0254, s. 212.1835, or s. 561.1214, or against taxes due for the specified taxable year for credits under

s. 220.19 or s. 624.5107, because of insufficient tax liability on the part of the taxpayer, the unused amount may be carried forward for a period not to exceed 5 years. For purposes of s. 220.19, a credit carried forward may be used in a subsequent year after applying the other credits and unused carryovers in the order provided by s. 220.02(8).

(b)1. If a taxpayer receives a credit for startup costs pursuant to paragraph (2)(a), and the eligible child care facility fails to operate for at least 5 years, a pro rata share of the credit must be repaid, in accordance with the formula:

$$A = C \times (1 - (N/60))$$

Where:

- a. "A" is the amount, in dollars, of the required repayment.
- b. "C" is the total credits taken by the taxpayer for eligible child care facility startup costs against a tax due under this section.
- c. "N" is the number of months the eligible child care facility was in operation.

2. A taxpayer who is required to repay a pro rata share of the credit under this paragraph shall file an amended return with the department, or such other report as the department prescribes by rule, and pay such amount within 60 days after the last day of operation of the eligible child care facility. The department shall distribute such funds in accordance with the applicable statutory provision for the tax against which such credit was taken by that taxpayer.

(4)(a) A taxpayer may claim a credit only for the creation or operation of, or payments to, an eligible child care facility.

(b) The services of an eligible child care facility for which a taxpayer claims a credit under paragraph (2)(b) must be available to all employees employed by the taxpayer, or must be allocated on a first-come, first-served basis, and must be used by at least one eligible child.

(c) Two or more taxpayers may jointly establish and operate an eligible child care facility according to the provisions of this section. If two or more taxpayers choose to jointly establish and operate an eligible child care facility, or cause a not-for-profit taxpayer to establish and operate an eligible child care facility, the taxpayers must file a joint application, or the not-for-profit taxpayer may file an application, pursuant to subsection (5) setting forth the taxpayers' proposal. The participating taxpayers may proportion the available credits in any manner they choose. In the event the child care facility does not operate for 5 years, the repayment required under paragraph (3)(b) must be allocated among, and apply to, the participating taxpayers in the proportion that such taxpayers received the credit under this section.

(d) Child care payments for which a taxpayer claims a credit under paragraph (2)(c) may not exceed the amount charged by the eligible child care facility for other children of like age and ability of persons not employed by the taxpayer.

(5) Beginning October 1, 2024, a taxpayer may submit an application to the department for the purposes of determining qualification for a credit under this section. The department must approve the application for the credit before the taxpayer is authorized to claim the credit on a return.

(a) The application must include:

1.a. For a credit under paragraph (2)(a), a proposal for establishing an eligible child care facility for use by its employees, the number of eligible children expected to be enrolled, and the expected date operations will begin. A credit may not be claimed on a return until operations have begun. If the facility has begun to operate, the application must show the number of eligible children enrolled and the date the operation began.

b. For a credit under paragraph (2)(b), the total number of eligible children for whom child care will be provided at the eligible child care facility and the total number of months the facility is expected to operate during the taxable year in which the credit will be earned.

c. For a credit under paragraph (2)(c), the total number of eligible children for whom child care payments will be paid and the estimated total annual amount of such payments during the taxable year in which the credit will be earned.

2. The taxable year in which the credit is expected to be earned. A taxpayer may apply for a credit to be used for a prior taxable year at any time before the date on which the taxpayer is required to file a return for that year pursuant to s. 220.222.

3. For a credit under paragraph (2)(a) or paragraph (2)(b), a statement signed by a person authorized to sign on behalf of the taxpayer that the facility meets the definition of eligible child care facility and otherwise qualifies for the credit under this section. Such statement must be attached to the application.

(b) The department shall approve tax credits on a first-come, first-served basis, and must obtain the division's approval before approving a tax credit under s. 561.1214. Within 10 days after approving or denying an application, the Department of Revenue shall provide a copy of its approval or denial letter to the taxpayer.

(6)(a) A taxpayer may not convey, transfer, or assign an approved tax credit or a carryforward tax credit to another entity unless all of the assets of the taxpayer are conveyed, assigned, or transferred in the same transaction. However, a tax credit under s. 211.0254, s. 212.1835, s. 220.19, s. 561.1214, or s. 624.5107 may be conveyed, transferred, or assigned between members

of an affiliated group of taxpayers if the type of tax credit under s. 211.0254, s. 212.1835, s. 220.19, s. 561.1214, or s. 624.5107 remains the same. A taxpayer shall notify the department of its intent to convey, transfer, or assign a tax credit to another member within an affiliated group of corporations as defined in s. 220.03(1)(b). The amount conveyed, transferred, or assigned is available to another member of the affiliated group of corporations upon approval by the department. The department shall obtain the division's approval before approving a conveyance, transfer, or assignment of a tax credit under s. 561.1214.

(b) Within any state fiscal year, a taxpayer may rescind all or part of a tax credit approved under subsection (5). The amount rescinded shall become available for that state fiscal year to another taxpayer approved by the department under this section. The department must obtain the division's approval before accepting the rescindment of a tax credit under s. 561.1214. Any amount rescinded under this paragraph must become available to a taxpayer on a first-come, first-served basis based on tax credit applications received after the date the rescindment is accepted by the department.

(c) Within 10 days after approving or denying the conveyance, transfer, or assignment of a tax credit under paragraph (a), or the rescindment of a tax credit under paragraph (b), the department shall provide a copy of its approval or denial letter to the taxpayer requesting the conveyance, transfer, assignment, or rescindment.

(7)(a) The department may adopt rules to administer this section, including rules for the approval or disapproval of proposals submitted by taxpayers and rules to provide for cooperative arrangements between for-profit and not-for-profit taxpayers.

(b) The department's decision to approve or disapprove a proposal must be in writing, and, if the proposal is approved, the decision must state the maximum credit authorized for the taxpayer.

(c) In addition to its existing audit and investigation authority, the department may perform any additional financial and technical audits and investigations, including examining the accounts, books, or records of the tax credit applicant, which are necessary to verify the costs included in a credit application and to ensure compliance with this section.

(d) It is grounds for forfeiture of previously claimed and received tax credits if the department determines that a taxpayer received tax credits pursuant to this section to which the taxpayer was not entitled.

Section 45. Subsection (2) and paragraphs (a) and (b) of subsection (5) of section 402.62, Florida Statutes, are amended to read:

402.62 Strong Families Tax Credit.—

(2) STRONG FAMILIES TAX CREDITS; ELIGIBILITY.—

(a) The Department of Children and Families shall designate as an eligible charitable organization an organization that meets all of the following requirements:

1. Is exempt from federal income taxation under s. 501(c)(3) of the Internal Revenue Code.

2. Is a Florida entity formed under chapter 605, chapter 607, or chapter 617 and whose principal office is located in this state.

3. Provides direct services for at-risk families that do not have an open dependency case.

4. Provides services to:

a. Prevent child abuse, neglect, abandonment, or exploitation;

b. Assist fathers in learning and improving parenting skills or to engage absent fathers in being more engaged in their children's lives;

c. ~~Provide books to the homes of children eligible for a federal free or reduced-price meals program or those testing below grade level in kindergarten through grade 5;~~

d. Assist families with children who have a chronic illness or a physical, intellectual, developmental, or emotional disability; or

~~d.e.~~ Provide workforce development services to families of children eligible for a federal free or reduced-price meals program.

5.4. Provides to the Department of Children and Families accurate information, including, at a minimum, a description of the services provided by the organization which are eligible for funding under this section; the total number of individuals served through those services during the last calendar year and the number served during the last calendar year using funding under this section; basic financial information regarding the organization and services eligible for funding under this section; outcomes for such services; and contact information for the organization.

6.5. Annually submits a statement, signed under penalty of perjury by a current officer of the organization, that the organization meets all criteria to qualify as an eligible charitable organization, has fulfilled responsibilities under this section for the previous fiscal year if the organization received any funding through this credit during the previous year, and intends to fulfill its responsibilities during the upcoming year.

7.6. Provides any documentation requested by the Department of Children and Families to verify eligibility as an eligible charitable organization or compliance with this section.

(b) The Department of Children and Families may not designate as an eligible charitable organization an organization that:

1. Provides abortions or pays for or provides coverage for abortions; or
2. Has received more than 50 percent of its total annual revenue, not including revenue received pursuant to a contract under s. 409.1464, from a federal, state, or local governmental agency the Department of Children and Families, either directly or via a contractor of such an agency the department, in the prior fiscal year.

(5) STRONG FAMILIES TAX CREDITS; APPLICATIONS, TRANSFERS, AND LIMITATIONS.—

(a) Beginning in fiscal year ~~2024-2025~~ 2023-2024, the tax credit cap amount is ~~\$40~~ \$20 million in each state fiscal year.

(b) ~~Beginning October 1, 2021,~~ A taxpayer may submit an application to the Department of Revenue for a tax credit or credits to be taken under one or more of s. 211.0253, s. 212.1834, s. 220.1877, s. 561.1213, or s. 624.51057, beginning at 9 a.m. on the first day of the calendar year that is not a Saturday, Sunday, or legal holiday.

1. The taxpayer shall specify in the application each tax for which the taxpayer requests a credit and the applicable taxable year for a credit under s. 220.1877 or s. 624.51057 or the applicable state fiscal year for a credit under s. 211.0253, s. 212.1834, or s. 561.1213. For purposes of s. 220.1877, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that year pursuant to s. 220.222. For purposes of s. 624.51057, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that prior taxable year pursuant to ss. 624.509 and 624.5092. The application must specify the eligible charitable organization to which the proposed contribution will be made. The Department of Revenue shall approve tax credits on a first-come, first-served basis and must obtain the division's approval before approving a tax credit under s. 561.1213.

2. Within 10 days after approving or denying an application, the Department of Revenue shall provide a copy of its approval or denial letter to the eligible charitable organization specified by the taxpayer in the application.

Section 46. For the \$20 million in additional credit under s. 402.62, Florida Statutes, available for fiscal year 2024-2025 pursuant to changes made by this act, a taxpayer may submit an application to the Department of Revenue beginning at 9 a.m. on July 1, 2024.

Section 47. Subsection (1) of section 413.4021, Florida Statutes, is amended to read:

413.4021 Program participant selection; tax collection enforcement diversion program.—The Department of Revenue, in coordination with the Florida Association of Centers for Independent Living and the Florida Prosecuting Attorneys Association, shall select judicial circuits in which to operate the program. The association and the state attorneys' offices shall develop and implement a tax collection enforcement diversion program, which shall collect revenue due from persons who have not remitted their collected sales tax. The criteria for referral to the tax collection enforcement diversion program shall be determined cooperatively between the state attorneys' offices and the Department of Revenue.

(1) Notwithstanding s. 212.20, 100 75 percent of the revenues collected from the tax collection enforcement diversion program shall be deposited into the special reserve account of the Florida Association of Centers for Independent Living, to be used to administer the James Patrick Memorial Work Incentive Personal Attendant Services and Employment Assistance Program and to contract with the state attorneys participating in the tax collection enforcement diversion program in an amount of not more than \$75,000 for each state attorney.

Section 48. Present paragraph (b) of subsection (1) of section 561.121, Florida Statutes, is redesignated as paragraph (c), and a new paragraph (b) is added to that subsection, to read:

561.121 Deposit of revenue.—

(1) All state funds collected pursuant to ss. 563.05, 564.06, 565.02(9), and 565.12 shall be paid into the State Treasury and disbursed in the following manner:

(b)1. After the distribution in paragraph (a), from the remainder of the funds collected pursuant to ss. 563.05, 564.06, 565.02(9), and 565.12, 13 percent of monthly collections shall be paid in the following shares:

a. One-third to the University of Miami Sylvester Comprehensive Cancer Center;

b. One-sixth to the Brain Tumor Immunotherapy Program at the University of Florida Health Shands Cancer Center;

c. One-sixth to the Norman Fixel Institute for Neurological Diseases at the University of Florida; and

d. One-third to the Mayo Clinic Comprehensive Cancer Center in Jacksonville.

2. The distributions in subparagraph 1. may not exceed \$30 million per fiscal year.

3. These funds are appropriated monthly, to be used for lawful purposes, including constructing, furnishing, equipping, financing, operating, and

maintaining cancer research and clinical and related facilities, and furnishing, equipping, operating, and maintaining other properties owned or leased by the University of Miami Sylvester Comprehensive Cancer Center, the University of Florida Health Shands Cancer Center, and the Mayo Clinic Comprehensive Cancer Center in Jacksonville; and constructing, furnishing, equipping, financing, operating, and maintaining neurological disease research and clinical and related facilities, and furnishing, equipping, operating, and maintaining other properties, owned or leased by the Norman Fixel Institute for Neurological Diseases at the University of Florida. Moneys distributed pursuant to this paragraph may not be used to secure bonds or other forms of indebtedness nor be pledged for debt service. This paragraph is repealed June 30, 2054.

Section 49. Section 561.1214, Florida Statutes, is created to read:

561.1214 Child care tax credits.—Beginning January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax due under s. 563.05, s. 564.06, or s. 565.12, except excise taxes imposed on wine produced by manufacturers in this state from products grown in this state. However, a credit allowed under this section may not exceed 90 percent of the tax due on the return on which the credit is taken. For purposes of the distributions of tax revenue under ss. 561.121 and 564.06(10), the division shall disregard any tax credits allowed under this section to ensure that any reduction in tax revenue received which is attributable to the tax credits results only in a reduction in distributions to the General Revenue Fund. The provisions of s. 402.261 apply to the credit authorized by this section.

Section 50. Notwithstanding the expiration date in section 41 of chapter 2023-157, Laws of Florida, section 571.26, Florida Statutes, is reenacted to read:

571.26 Florida Agricultural Promotional Campaign Trust Fund.—There is hereby created the Florida Agricultural Promotional Campaign Trust Fund within the Department of Agriculture and Consumer Services to receive all moneys related to the Florida Agricultural Promotional Campaign. Moneys deposited in the trust fund shall be appropriated for the sole purpose of implementing the Florida Agricultural Promotional Campaign, except for money deposited in the trust fund pursuant to s. 212.20(6)(d)6.h., which shall be held separately and used solely for the purposes identified in s. 571.265.

Section 51. Section 41 of chapter 2023-157, Laws of Florida, is repealed.

Section 52. Subsection (5) of section 571.265, Florida Statutes, is amended to read:

571.265 Promotion of Florida thoroughbred breeding and of thoroughbred racing at Florida thoroughbred tracks; distribution of funds.—

(5)—This section is repealed July 1, 2025, unless reviewed and saved from repeal by the Legislature.

Section 53. Subsection (7) of section 624.509, Florida Statutes, is amended to read:

624.509 Premium tax; rate and computation.—

(7) Credits and deductions against the tax imposed by this section shall be taken in the following order: deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220 and the credit allowed under subsection (5), as these credits are limited by subsection (6); the credit allowed under s. 624.51057; the credit allowed under s. 624.51058; the credit allowed under s. 624.5107; all other available credits and deductions.

Section 54. Section 624.5107, Florida Statutes, is amended to read:

624.5107 Child care tax credits.—

(1) For taxable years beginning on or after January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax due for a taxable year under s. 624.509(1) after deducting from such tax deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220; and the credit allowed under s. 624.509(5), as such credit is limited by s. 624.509(6). An insurer claiming a credit against premium tax liability under this section is not required to pay any additional retaliatory tax levied under s. 624.5091 as a result of claiming such credit. Section 624.5091 does not limit such credit in any manner. If the credit granted under this section is not fully used in any one year because of insufficient tax liability on the part of the insurer, the unused amount may be carried forward for a period not to exceed 5 years. The carryover credit may be used in a subsequent year when the tax imposed by s. 624.509 or s. 624.510 for that year exceeds the credit for which the insurer is eligible in that year under this section.

(2) For purposes of determining whether a penalty under s. 624.5092 will be imposed, an insurer, after earning a credit under s. 624.5107 for a taxable year, may reduce any installment payment for such taxable year of 27 percent of the amount of the net tax due as reported on the return for the preceding year under s. 624.5092(2)(b) by the amount of the credit. If an insurer receives a credit for child care facility startup costs, and the facility fails to operate for at least 5 years, a pro rata share of the credit must be repaid, in accordance with the formula: $A = C \times (1 - (N/60))$, where:

(a) —“A” is the amount in dollars of the required repayment.

(b) —“C” is the total credits taken by the insurer for child care facility startup costs.

(c) —“N” is the number of months the facility was in operation.

~~This repayment requirement is inapplicable if the insurer goes out of business or can demonstrate to the department that its employees no longer want to have a child care facility.~~

(3) The provisions of s. 402.261 apply to the credit authorized by this section.

Section 55. The amendments made by this act to ss. 220.19, 624.509, and 624.5107, Florida Statutes, and ss. 211.0254, 212.1835, 402.261, and 561.1214, Florida Statutes, as created by this act, apply retroactively to January 1, 2024.

Section 56. Section 624.5108, Florida Statutes, is created to read:

624.5108 Property insurance discount to policyholders; insurance premium deduction; insurer credit for deductions.—

(1) An insurer must deduct the following amounts from the total charged for the following policies:

(a) For a policy providing residential coverage on a dwelling, an amount equal to 1.75 percent of the premium, as defined in s. 627.403.

(b) For a policy providing residential coverage on a dwelling, the amount charged for the State Fire Marshal regulatory assessment under s. 624.515.

(c) For a policy, contract, or endorsement providing personal or commercial lines coverage for the peril of flood or excess coverage for the peril of flood on any structure or the contents of personal property contained therein, an amount equal to 1.75 percent of the premium, as defined in s. 627.403. As used in this paragraph, the term “flood” has the same meaning as provided in s. 627.715(1)(b).

For the purposes of this section, residential coverage excludes tenant coverage.

(2) The deductions under this section apply to policies that provide coverage for a 12-month period with an effective date between October 1, 2024, and September 30, 2025. The deductions amount must be separately stated on the policy declarations page.

(3) When reporting policy premiums for purposes of computing taxes levied under s. 624.509, an insurer must report the full policy premium value before applying deductions under this section. The deductions provided to policyholders in subsection (1) do not reduce the direct written premium of the insurer for any purposes.

(4) For the taxable years beginning on January 1, 2024, and January 1, 2025, there is allowed a credit of 100 percent of the amount of deductions provided to policyholders pursuant to subsection (1) against any tax due

under s. 624.509(1) after all other credits and deductions have been taken in the order provided in s. 624.509(7).

(5) An insurer claiming a credit against premium tax liability under this section is not required to pay any additional retaliatory tax levied under s. 624.5091 as a result of claiming such credit. Section 624.5091 does not limit the credit available to insurers in any manner.

(6) If the credit provided for under subsection (4) is not fully used in any one taxable year because of insufficient tax liability, the Department of Revenue must refund the unused amount of credit out of the General Revenue Fund to the insurer.

(7) In the event that an insurer refunds some or all of a policy that received a deduction pursuant to subsection (1), for which the insurer has received a credit under subsection (4) or a refund under subsection (6), the insurer must repay to the Department of Revenue for deposit into the General Revenue fund that portion of the credit or refund received by the insurer that equals the deduction under subsection (1) on the portion of the policy that was refunded.

(8) Every insurer required to provide a premium deduction under this section must include all of the following information with its quarterly and annual statements under s. 624.424:

(a) The number of policies that received a deduction under this section during the period covered by the statement.

(b) The total amount of deductions provided by the insurer during the period covered by the statement.

(c) The total premium related to insurance policies providing residential coverage on a dwelling.

(d) The total premium related to policies, contracts, or endorsements providing personal or commercial lines coverage for the peril of flood or excess coverage for the peril of flood on any structure or the contents of personal property contained therein.

(9) The office must include the same information required under subsection (8) in the reports required under s. 624.315.

(10) In addition to its existing audit and investigation authority, the Department of Revenue may perform any additional financial and technical audits and investigations, including examining the accounts, books, and records of an insurer claiming a credit under subsection (4), which are necessary to verify the information included in the tax return and to ensure compliance with this section. The office shall provide technical assistance when requested by the Department of Revenue on any technical audits or examinations performed pursuant to this section.

(11) In addition to its existing examination authority and duties under s. 624.316, the office shall examine the information required to be reported under subsection (8) and shall take corrective measures as provided in ss. 624.310(5) and 624.4211 for any insurer not in compliance with this section.

(12) The Department of Revenue and the office are authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4) to implement the provisions of this section. Notwithstanding any other provision of law, emergency rules adopted pursuant to this subsection are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

(13) This section is repealed December 31, 2030.

Section 57. Disaster preparedness supplies; sales tax holiday.—

(1) The tax levied under chapter 212, Florida Statutes, may not be collected during the period from June 1, 2024, through June 14, 2024, or during the period from August 24, 2024, through September 6, 2024, on the sale of:

(a) A portable self-powered light source with a sales price of \$40 or less.

(b) A portable self-powered radio, two-way radio, or weather-band radio with a sales price of \$50 or less.

(c) A tarpaulin or other flexible waterproof sheeting with a sales price of \$100 or less.

(d) An item normally sold as, or generally advertised as, a ground anchor system or tie-down kit with a sales price of \$100 or less.

(e) A gas or diesel fuel tank with a sales price of \$50 or less.

(f) A package of AA-cell, AAA-cell, C-cell, D-cell, 6-volt, or 9-volt batteries, excluding automobile and boat batteries, with a sales price of \$50 or less.

(g) A nonelectric food storage cooler with a sales price of \$60 or less.

(h) A portable generator used to provide light or communications or preserve food in the event of a power outage with a sales price of \$3,000 or less.

(i) Reusable ice with a sales price of \$20 or less.

(j) A portable power bank with a sales price of \$60 or less.

(k) A smoke detector or smoke alarm with a sales price of \$70 or less.

(l) A fire extinguisher with a sales price of \$70 or less.

- (m) A carbon monoxide detector with a sales price of \$70 or less.
- (n) The following supplies necessary for the evacuation of household pets purchased for noncommercial use:
1. Bags of dry dog food or cat food weighing 50 or fewer pounds with a sales price of \$100 or less per bag.
 2. Cans or pouches of wet dog food or cat food with a sales price of \$10 or less per can or pouch or the equivalent if sold in a box or case.
 3. Over-the-counter pet medications with a sales price of \$100 or less per item.
 4. Portable kennels or pet carriers with a sales price of \$100 or less per item.
 5. Manual can openers with a sales price of \$15 or less per item.
 6. Leashes, collars, and muzzles with a sales price of \$20 or less per item.
 7. Collapsible or travel-sized food bowls or water bowls with a sales price of \$15 or less per item.
 8. Cat litter weighing 25 or fewer pounds with a sales price of \$25 or less per item.
 9. Cat litter pans with a sales price of \$15 or less per item.
 10. Pet waste disposal bags with a sales price of \$15 or less per package.
 11. Pet pads with a sales price of \$20 or less per box or package.
 12. Hamster or rabbit substrate with a sales price of \$15 or less per package.
 13. Pet beds with a sales price of \$40 or less per item.
- (2) The tax exemptions provided in this section do not apply to sales within a theme park or entertainment complex as defined in s. 509.013(9), Florida Statutes, within a public lodging establishment as defined in s. 509.013(4), Florida Statutes, or within an airport as defined in s. 330.27(2), Florida Statutes.
- (3) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.
- (4) This section shall take effect upon this act becoming a law.

Section 58. Freedom Month; sales tax holiday.—

(1) The taxes levied under chapter 212, Florida Statutes, may not be collected on purchases made during the period from July 1, 2024, through July 31, 2024, on:

(a) The sale by way of admissions, as defined in s. 212.02(1), Florida Statutes, for:

1. A live music event scheduled to be held on any date or dates from July 1, 2024, through December 31, 2024;

2. A live sporting event scheduled to be held on any date or dates from July 1, 2024, through December 31, 2024;

3. A movie to be shown in a movie theater on any date or dates from July 1, 2024, through December 31, 2024;

4. Entry to a museum, including any annual passes;

5. Entry to a state park, including any annual passes;

6. Entry to a ballet, play, or musical theatre performance scheduled to be held on any date or dates from July 1, 2024, through December 31, 2024;

7. Season tickets for ballets, plays, music events, or musical theatre performances;

8. Entry to a fair, festival, or cultural event scheduled to be held on any date or dates from July 1, 2024, through December 31, 2024; or

9. Use of or access to private and membership clubs providing physical fitness facilities from July 1, 2024, through December 31, 2024.

(b) The retail sale of boating and water activity supplies, camping supplies, fishing supplies, general outdoor supplies, residential pool supplies, and electric scooters. As used in this section, the term:

1. "Boating and water activity supplies" means life jackets and coolers with a sales price of \$75 or less; recreational pool tubes, pool floats, inflatable chairs, and pool toys with a sales price of \$35 or less; safety flares with a sales price of \$50 or less; water skis, wakeboards, kneeboards, and recreational inflatable water tubes or floats capable of being towed with a sales price of \$150 or less; paddleboards and surfboards with a sales price of \$300 or less; canoes and kayaks with a sales price of \$500 or less; paddles and oars with a sales price of \$75 or less; and snorkels, goggles, and swimming masks with a sales price of \$25 or less.

2. "Camping supplies" means tents with a sales price of \$200 or less; sleeping bags, portable hammocks, camping stoves, and collapsible camping chairs with a sales price of \$50 or less; and camping lanterns and flashlights with a sales price of \$30 or less.

3. “Electric scooter” means a vehicle having two or fewer wheels, with or without a seat or saddle for the use of the rider, which is equipped to be propelled by an electric motor and which weighs less than 75 pounds, is less than 2 feet wide, and is designed for a maximum speed of less than 35 miles per hour, with a sales price of \$500 or less.

4. “Fishing supplies” means rods and reels with a sales price of \$75 or less if sold individually, or \$150 or less if sold as a set; tackle boxes or bags with a sales price of \$30 or less; and bait or fishing tackle with a sales price of \$5 or less if sold individually, or \$10 or less if multiple items are sold together. The term does not include supplies used for commercial fishing purposes.

5. “General outdoor supplies” means sunscreen, sunblock, or insect repellent with a sales price of \$15 or less; sunglasses with a sales price of \$100 or less; binoculars with a sales price of \$200 or less; water bottles with a sales price of \$30 or less; hydration packs with a sales price of \$50 or less; outdoor gas or charcoal grills with a sales price of \$250 or less; bicycle helmets with a sales price of \$50 or less; and bicycles with a sales price of \$500 or less.

6. “Residential pool supplies” means individual residential pool and spa replacement parts, nets, filters, lights, and covers with a sales price of \$100 or less; and residential pool and spa chemicals purchased by an individual with a sales price of \$150 or less.

(2) The tax exemptions provided in this section do not apply to sales within a theme park or entertainment complex as defined in s. 509.013(9), Florida Statutes, within a public lodging establishment as defined in s. 509.013(4), Florida Statutes, or within an airport as defined in s. 330.27(2), Florida Statutes.

(3) If a purchaser of an admission purchases the admission exempt from tax pursuant to this section and subsequently resells the admission, the purchaser must collect tax on the full sales price of the resold admission.

(4) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.

(5) This section shall take effect upon this act becoming a law.

Section 59. Clothing, wallets, and bags; school supplies; learning aids and jigsaw puzzles; personal computers and personal computer-related accessories; sales tax holiday.—

(1) The tax levied under chapter 212, Florida Statutes, may not be collected during the period from July 29, 2024, through August 11, 2024, on the retail sale of:

(a) Clothing, wallets, or bags, including handbags, backpacks, fanny packs, and diaper bags, but excluding briefcases, suitcases, and other garment bags, having a sales price of \$100 or less per item. As used in this paragraph, the term “clothing” means:

1. Any article of wearing apparel intended to be worn on or about the human body, excluding watches, watchbands, jewelry, umbrellas, and handkerchiefs; and

2. All footwear, excluding skis, swim fins, roller blades, and skates.

(b) School supplies having a sales price of \$50 or less per item. As used in this paragraph, the term “school supplies” means pens, pencils, erasers, crayons, notebooks, notebook filler paper, legal pads, binders, lunch boxes, construction paper, markers, folders, poster board, composition books, poster paper, scissors, cellophane tape, glue or paste, rulers, computer disks, staplers and staples used to secure paper products, protractors, and compasses.

(c) Learning aids and jigsaw puzzles having a sales price of \$30 or less. As used in this paragraph, the term “learning aids” means flashcards or other learning cards, matching or other memory games, puzzle books and search-and-find books, interactive or electronic books and toys intended to teach reading or math skills, and stacking or nesting blocks or sets.

(d) Personal computers or personal computer-related accessories purchased for noncommercial home or personal use having a sales price of \$1,500 or less. As used in this paragraph, the term:

1. “Personal computers” includes electronic book readers, calculators, laptops, desktops, handhelds, tablets, or tower computers. The term does not include cellular telephones, video game consoles, digital media receivers, or devices that are not primarily designed to process data.

2. “Personal computer-related accessories” includes keyboards, mice, personal digital assistants, monitors, other peripheral devices, modems, routers, and nonrecreational software, regardless of whether the accessories are used in association with a personal computer base unit. The term does not include furniture or systems, devices, software, monitors with a television tuner, or peripherals that are designed or intended primarily for recreational use.

(2) The tax exemptions provided in this section do not apply to sales within a theme park or entertainment complex as defined in s. 509.013(9), Florida Statutes, within a public lodging establishment as defined in s. 509.013(4), Florida Statutes, or within an airport as defined in s. 330.27(2), Florida Statutes.

(3) The tax exemptions provided in this section apply at the option of the dealer if less than 5 percent of the dealer’s gross sales of tangible personal property in the prior calendar year consisted of items that would be exempt

under this section. If a qualifying dealer chooses not to participate in the tax holiday, by July 15, 2024, the dealer must notify the Department of Revenue in writing of its election to collect sales tax during the holiday and must post a copy of that notice in a conspicuous location at its place of business.

(4) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.

(5) This section shall take effect upon this act becoming a law.

Section 60. Tools commonly used by skilled trade workers; Tool Time sales tax holiday.—

(1) The tax levied under chapter 212, Florida Statutes, may not be collected during the period from September 1, 2024, through September 7, 2024, on the retail sale of:

- (a) Hand tools with a sales price of \$50 or less per item.
- (b) Power tools with a sales price of \$300 or less per item.
- (c) Power tool batteries with a sales price of \$150 or less per item.
- (d) Work gloves with a sales price of \$25 or less per pair.
- (e) Safety glasses with a sales price of \$50 or less per pair, or the equivalent if sold in sets of more than one pair.
- (f) Protective coveralls with a sales price of \$50 or less per item.
- (g) Work boots with a sales price of \$175 or less per pair.
- (h) Tool belts with a sales price of \$100 or less per item.
- (i) Duffle bags or tote bags with a sales price of \$50 or less per item.
- (j) Tool boxes with a sales price of \$75 or less per item.
- (k) Tool boxes for vehicles with a sales price of \$300 or less per item.
- (l) Industry textbooks and code books with a sales price of \$125 or less per item.
- (m) Electrical voltage and testing equipment with a sales price of \$100 or less per item.
- (n) LED flashlights with a sales price of \$50 or less per item.
- (o) Shop lights with a sales price of \$100 or less per item.
- (p) Handheld pipe cutters, drain opening tools, and plumbing inspection equipment with a sales price of \$150 or less per item.

- (q) Shovels with a sales price of \$50 or less.
- (r) Rakes with a sales price of \$50 or less.
- (s) Hard hats and other head protection with a sales price of \$100 or less.
- (t) Hearing protection items with a sales price of \$75 or less.
- (u) Ladders with a sales price of \$250 or less.
- (v) Fuel cans with a sales price of \$50 or less.
- (w) High visibility safety vests with a sales price of \$30 or less.

(2) The tax exemptions provided in this section do not apply to sales within a theme park or entertainment complex as defined in s. 509.013(9), Florida Statutes, within a public lodging establishment as defined in s. 509.013(4), Florida Statutes, or within an airport as defined in s. 330.27(2), Florida Statutes.

(3) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.

Section 61. (1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, to implement the amendments made by this act to ss. 206.9931, 212.05, 212.054, 213.21, 213.67, 220.03, 220.19, 220.1915, 624.509, and 624.5107, Florida Statutes, and the creation by this act of ss. 211.0254, 212.1835, 220.1992, 402.261, and 561.1214, Florida Statutes. Notwithstanding any other provision of law, emergency rules adopted pursuant to this subsection are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

(2) This section shall take effect upon this act becoming a law and expires July 1, 2027.

Section 62. (1) For fiscal year 2024-2025, the sum of \$200,000 is appropriated from the General Revenue Fund to the Department of Revenue to offset the reductions in ad valorem tax revenue experienced by fiscally constrained counties, as defined in s. 218.67(1), Florida Statutes, in complying with s. 197.319, Florida Statutes.

(2) To participate in the distribution of the appropriation, each affected taxing jurisdiction must apply to the Department of Revenue by October 1, 2024, and provide documentation supporting the taxing jurisdiction's reduction in ad valorem tax revenue in the form and manner prescribed by the department. The documentation must include a copy of the notice required by s. 197.319(5)(b), Florida Statutes, from the tax collector who reports to the affected taxing jurisdiction of the reduction in ad valorem

taxes the taxing jurisdiction will incur as a result of the implementation of s. 197.319, Florida Statutes.

(3) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.

(4) This section shall take effect upon becoming a law and is repealed June 30, 2026.

Section 63. For the 2024-2025 fiscal year, the sum of \$408,604 in nonrecurring funds is appropriated from the General Revenue Fund to the Department of Revenue for the purpose of implementing this act.

Section 64. Except as otherwise provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect July 1, 2024.

Approved by the Governor May 7, 2024.

Filed in Office Secretary of State May 7, 2024.



Shimberg Center for Housing Studies

2024 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

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INTRODUCTION

Home prices and rents in Florida held steady in 2023 and 2024 following rapid growth in the preceding years. The state continued to increase its single family supply, particularly in fast-growing Central and West Central counties, although sales volume continued a two-year downward trend. The multifamily stock also continued to grow, with new rental developments coming online in urban centers and fast-growing mid-sized counties.

This report describes recent trends in housing production, home prices and rents, and the affordable housing inventory. The report includes data on the affordable housing needs of the general population, elders, persons with disabilities, and special needs households. Additional data on housing supply and needs at the city, county, and state level can be found in the Florida Housing Data Clearinghouse, <http://flhousingdata.shimberg.ufl.edu>.

The report also summarizes the Shimberg Center's 2024 activities in research, teaching, and technical assistance. The Center was established by the Florida Legislature in 1988 as a research hub to facilitate the provision of safe, decent, and affordable housing and related community development. Based in the M.E. Rinker School of Construction Management in University of Florida's College of Design, Construction, and Planning, the Shimberg Center provides applied research and technical assistance to state agencies, local planners, the housing industry, non-profits, and others involved in shaping our state's housing policy.

HOUSING SUPPLY AND PRODUCTION

Florida's single family home inventory reached nearly 5.9 million homes in 2024. Seventy-one percent of these homes are homesteaded, indicating that they serve as the owner's primary residence rather than as second homes, vacation homes, or rental properties.

Multifamily rental developments provide 1.7 million units. Three-quarters of these are located in developments with 10 or more units. One-quarter are located in 2-9 unit properties, mostly duplexes. The state has 1.6 million condominium units. Only 37 percent are homesteaded, indicating that most condominiums are second homes, vacation units, or rentals.

Mobile homes on their own parcels make up approximately 437,000 units, of which just over half are homesteaded. These are individually owned parcels that are distinct from the state's 2,293 licensed mobile home parks with 290,885 lots for rent.

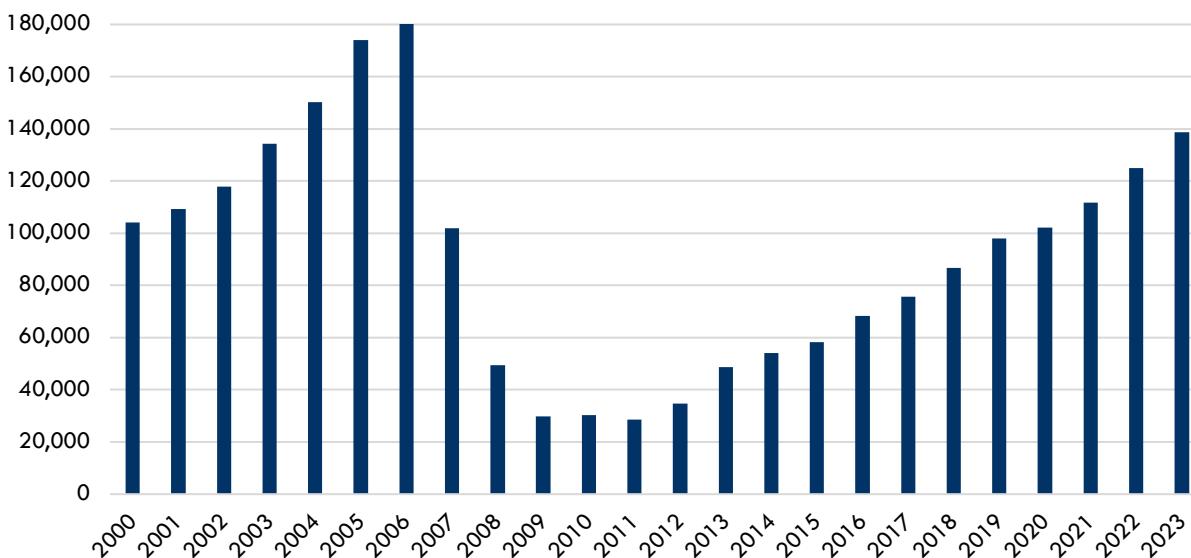
Table 1. Florida Housing Supply, 2024

Single Family Homes	Condominiums	Mobile Homes	Multifamily 2-9 Units	Multifamily 10+ Units
• 5,875,709 parcels • 4,152,269 homesteaded (71%)	• 1,609,542 parcels • 597,304 homesteaded (37%)	• 436,883 parcels • 227,998 homesteaded (52%)	• 156,868 parcels with 408,210 units • 32,880 homesteaded (21%)	• 15,578 parcels with 1,288,421 units

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 1 for housing supply by county.

Single family home production has increased steadily over the past decade. Florida produced 138,717 single family homes in 2023, the last full year for which data is available. Production levels have been increasing by approximately 10 percent each year.

Figure 1. Single Family Homes by Year Built, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File

Lee County led the state in construction with 10,702 new homes, followed by a group of counties stretching across Central and West Central Florida: Polk, Pasco, Lake, Osceola, and Manatee.

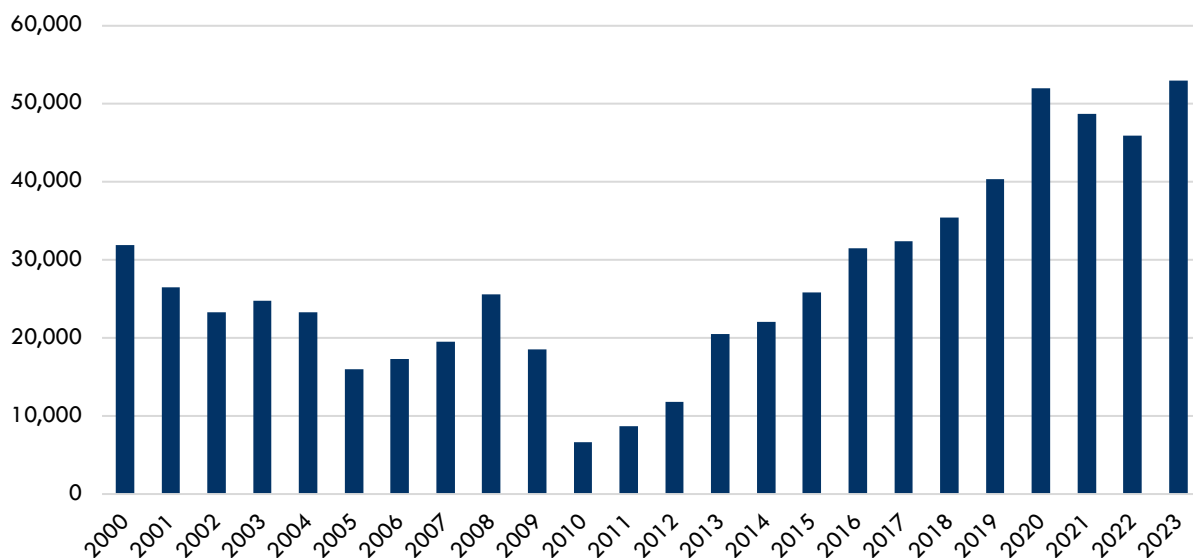
Table 2. New Single Family Homes Built, Top Ten Counties, 2023

County	Single Family Homes Built
Lee County	10,702
Polk County	9,380
Pasco County	8,071
Lake County	7,783
Manatee County	6,511
Osceola County	6,279
Marion County	6,245
Hillsborough County	6,150
St. Johns County	5,565
Sarasota County	5,362

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for single family construction in all counties.

Multifamily production continued at the strong pace that began in 2020. In 2023, Florida added 354 multifamily developments with 10 or more units, for a total of 50,547 new apartments, and 1,199 smaller multifamily developments (2,467 units).

Figure 2. Multifamily Units by Year Built, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File. Unit totals may be undercounts due to missing or incomplete data for a small number of counties.

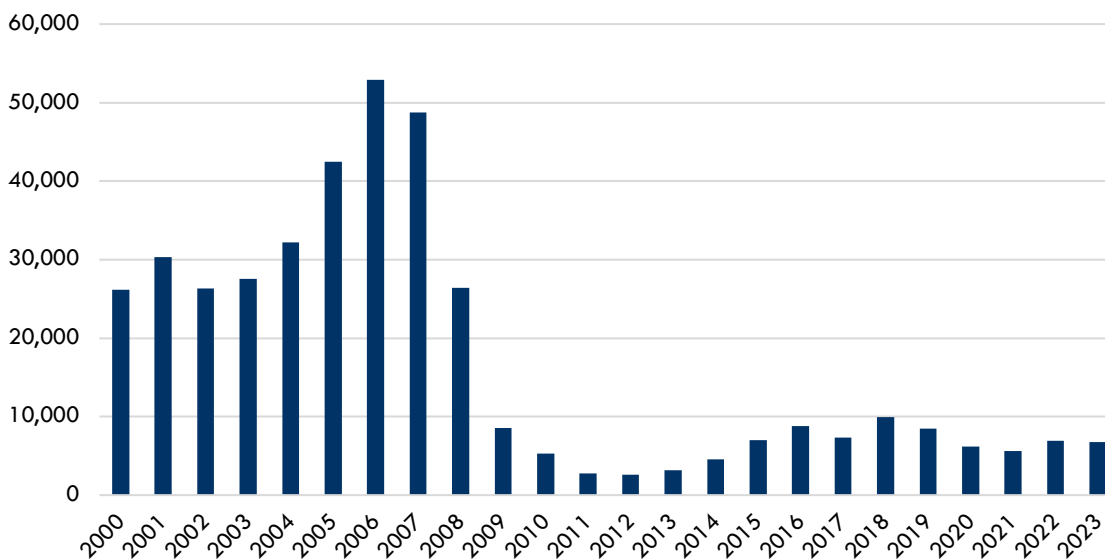
Multifamily development was concentrated in Florida's large urban counties and in other fast-growing counties including Polk, Lee, Manatee, and St. Johns.

Table 3. New Multifamily Units Built, Top Ten Counties, 2023

County	Multifamily Units Built
Orange County	8,346
Miami-Dade County	6,814
Broward County	4,722
Hillsborough County	3,047
Polk County	2,811
Lee County	2,784
Duval County	2,735
Palm Beach County	2,552
Manatee County	1,861
St. Johns County	1,609

Source: Florida Department of Revenue, Name-Address-Legal File.

In contrast, condominium construction continued to be modest. The state added 6,791 newly built condominiums in 2023, a third of which were located in Miami-Dade County. This level of production was consistent with construction levels in recent years but far below the 2005-2007 peak, when the state was building 40,000-50,000 condominium units per year.

Figure 3. Condominiums by Year Built, Florida, 2000-2023

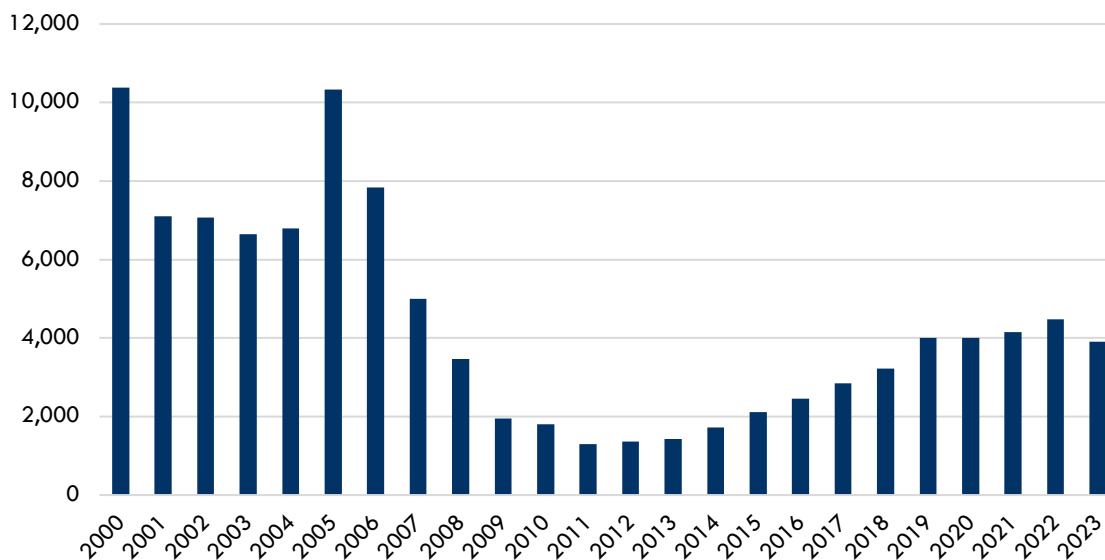
Source: Florida Department of Revenue, Name-Address-Legal File

Table 4. New Condominium Units Built, Top Ten Counties, 2023

County	Condominium Units Built
Miami-Dade County	2,437
Collier County	776
Lee County	625
Charlotte County	565
Pinellas County	396
Palm Beach County	357
Sarasota County	325
Osceola County	172
Broward County	152
Brevard County (tie)	122
Hillsborough County (tie)	122

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for condominium construction in all counties.

Mobile home production slowed slightly in 2023. The state added 3,911 mobile homes on individual parcels in 2023. Again, this does not include homes in mobile home parks.

Figure 4. Mobile Homes by Year Added, Florida, 2000-2023

Source: Florida Department of Revenue, Name-Address-Legal File. Includes mobile homes on individual parcels. Does not include units in mobile home parks.

New mobile homes made a small contribution to the fast growing housing stock in Lee, Marion, Pasco, and Polk Counties, as well as several rural counties.

Table 5. New Mobile Homes Added, Top Ten Counties, 2023

County	Mobile Homes Built
Lee County	224
Marion County	213
Pasco County	173
Levy County	167
Bay County	165
Walton County	160
Putnam County	159
Citrus County	148
Polk County	137
Suwannee County	126

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for mobile homes added in all counties.

ASSISTED HOUSING INVENTORY

Assisted housing helps close the affordable housing gap for Florida's renters. Assisted housing refers to rental housing developments that receive public subsidies in exchange for limits on tenant incomes and rents. Florida's assisted housing stock consists of 3,078 developments with 315,504 affordable rental homes. Of these, 2,848 developments with 290,836 assisted (income and rent limited) units are in operation. An additional 230 properties with 24,668 assisted units are funded and in the development pipeline.

The assisted housing inventory is made up of public housing units and a much larger supply of privately owned rental developments funded by Florida Housing Finance Corporation (Florida Housing), U.S. Department of Housing and Urban Development's multifamily office (HUD), U.S. Department of Agriculture's Rural Development programs (USDA RD), and local housing finance authorities (LHFAs).

In 2023 and 2024, Florida added 88 assisted rental developments with 9,157 affordable units to the development pipeline. Table 6 shows the characteristics of the new and forthcoming affordable housing developments.

Thirty-eight percent of units are located in developments reserving some or all units for elders, homeless individuals and families, persons with disabilities, or farmworkers. Most units (81 percent) are one or two bedroom apartments. Sixty-two percent of units are targeted toward households at 60 percent of area median income (AMI), and an additional 20 percent have income targets of 50 percent AMI or lower.

Table 6. Characteristics of New Assisted Housing Developments, Florida, 2023-2024

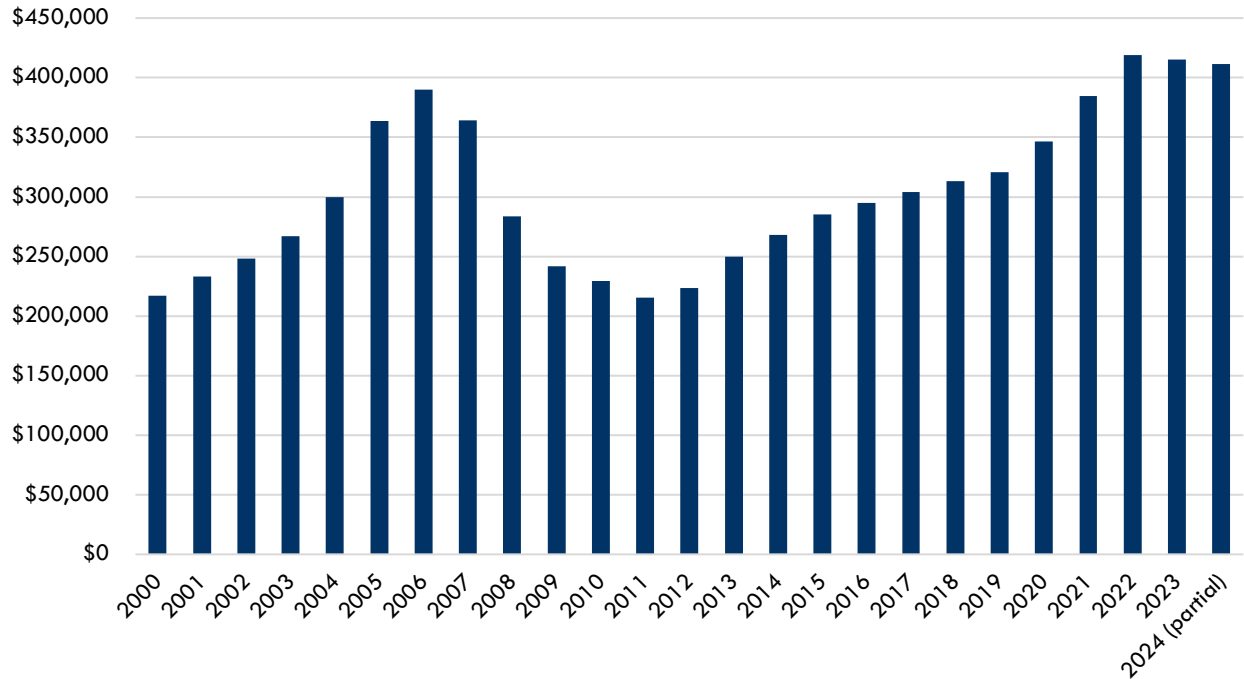
		Developments	Units	% of Units
Total Developments 2023-2024		88	9,157	-
County Size	Large	54	6,420	70%
	Medium	29	2,538	26%
	Small	5	199	4%
Target Population	Family	44	4,906	54%
	Elderly	27	2,822	31%
	Family; Link	8	764	8%
	Elderly; Family; Link	2	220	2%
	Homeless	2	145	2%
	Elderly; Family	1	144	2%
	Family; Homeless; Link; Persons with Disabilities	1	72	1%
	Homeless; Persons with Disabilities	1	50	1%
	Persons with Disabilities	1	22	0.2%
	not avail.	1	12	0.1%
Bedroom Count	0 BR	-	440	5%
	1 BR	-	4,160	45%
	2 BR	-	3,281	36%
	3 BR	-	887	10%
	4 or more BR	-	92	1%
	Not Avail.	-	297	3%
Income & Rent Limits	<=35% AMI	-	1,017	11%
	40-50% AMI	-	827	9%
	55-60% AMI	-	5,632	62%
	65-80% AMI	-	1,669	18%
	Not Avail.	-	12	0.1%

Source: Shimberg Center for Housing Studies, Assisted Housing Inventory. "Link" in Target Population refers to Florida Housing Finance Corporation's Link program, under which developers provide a portion of housing units to special needs households referred by community-based supportive service providers. Percentages may not total exactly 100% due to rounding.

HOME SALES

Median home prices in Florida held steady during 2022-2024, following rapid growth in the prior two years. The statewide median single family home price reached \$411,600 in the first half of 2024. Adjusted for inflation, median prices in the past three years are well above the previous peaks in the mid-2000s.

Figure 5. Median Single Family Home Sale Price (2024 \$), Florida, 2000-2024



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2024 dollars using the Consumer Price Index to adjust for inflation.

Median home prices in the first half of 2024 ranged from the upper \$100,000s in rural North Florida counties to over \$750,000 in coastal counties with strong luxury and second home markets.

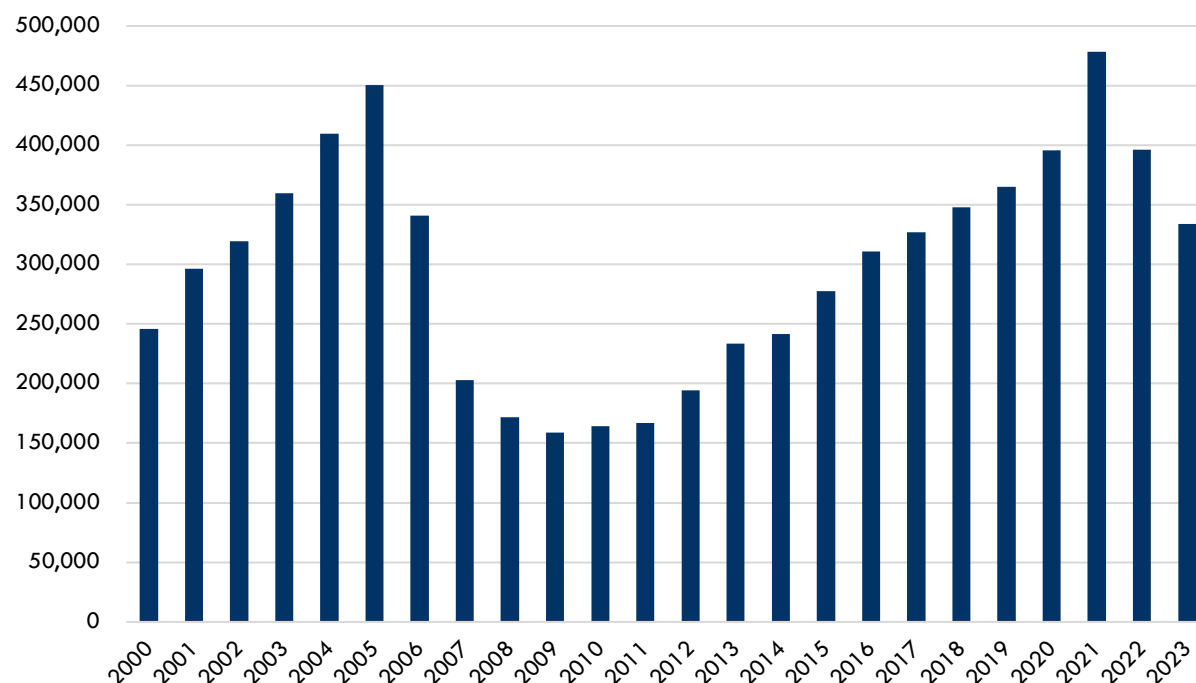
Figure 6. Florida Counties by Median Single Family Home Price, Q1-2 2024

<u>\$150,000-199,999</u>	<u>\$200,000-249,999</u>	<u>\$250,000-299,999</u>	<u>\$300,000-349,999</u>
Holmes	Bradford	Baker	Alachua
Jackson	Calhoun	Citrus	Clay
Taylor	Dixie	Columbia	Duval
	Gadsden	DeSoto	Hendry
	Hamilton	Escambia	Hernando
	Hardee	Gilchrist	Leon
	Liberty	Glades	Okaloosa
	Madison	Highlands	Pasco
	Putnam	Jefferson	Polk
	Washington	Lafayette	Union
		Levy	Volusia
		Marion	
		Okeechobee	
		Suwannee	
		Wakulla	
<u>\$350,000-399,999</u>	<u>\$400,000-499,999</u>	<u>\$500,000-749,999</u>	<u>\$750,000-1,000,000+</u>
Bay	Gulf	Broward	Collier
Brevard	Hillsborough	Franklin	Monroe
Charlotte	Indian River	Manatee	Walton
Flagler	Lee	Martin	
Lake	Nassau	Miami-Dade	
Osceola	Orange	Palm Beach	
Santa Rosa	Pinellas	St. Johns	
St. Lucie	Sarasota		
Sumter	Seminole		

Source: Florida Department of Revenue, Sales Data File

Single family sales volume continued to drop from its 2021 peak. Statewide, there were 333,655 single family sales in 2023, the last full year for which data is available.

Figure 7. Number of Single Family Home Sales, Florida, 2000-2023



Source: Florida Department of Revenue, Sales Data File

Home sales volume was higher in counties with significant new single family construction activity, including Hillsborough, Lee, Polk and Pasco Counties. Sales volume was also higher in the populous Southeast Florida counties and Orange County. Nevertheless, on average 2023 sales were down by 16 percent over 2022 in the top ten counties.

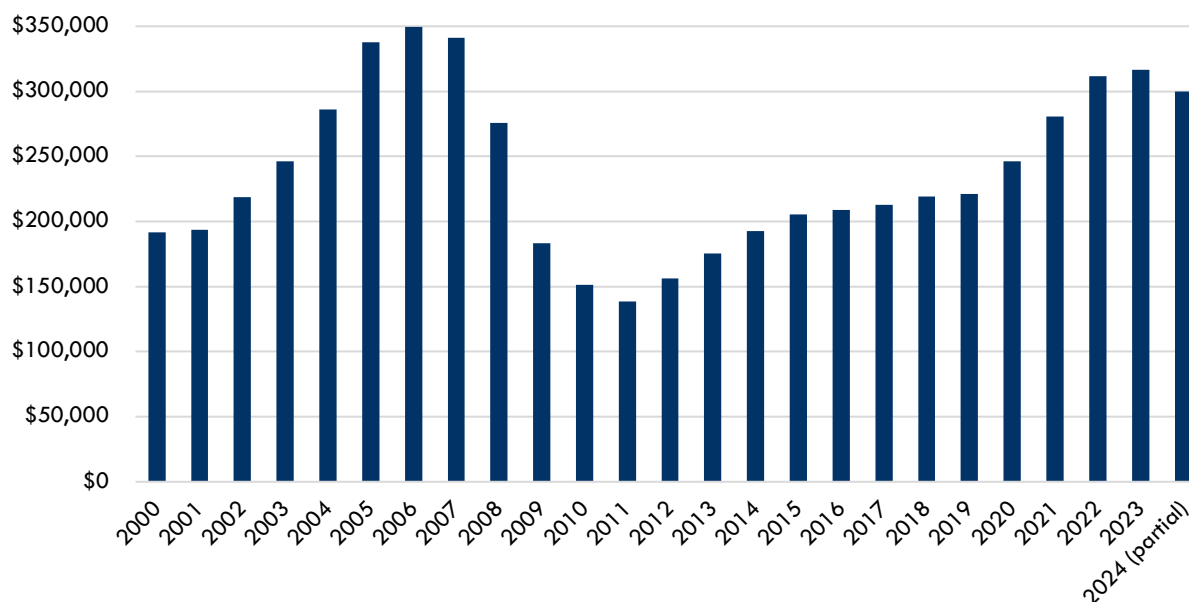
Table 7. Number of Single Family Home Sales, Top Ten Counties, 2023

County	Single Family Sales
Hillsborough	20,732
Lee	18,487
Polk	17,650
Broward	17,252
Orange	16,702
Pasco	15,623
Duval	15,323
Palm Beach	14,925
Brevard	12,512
Miami-Dade	12,345

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

Condominium sale prices held fairly steady following a rise in 2021-2022. The statewide median condominium price in the first half of 2024 was \$300,000. Q1-2 2024 median condominium prices were far higher in smaller coastal counties with active luxury vacation and second home markets, including Monroe (median condominium price \$730,000), Walton (\$665,000), and Nassau (\$635,000).

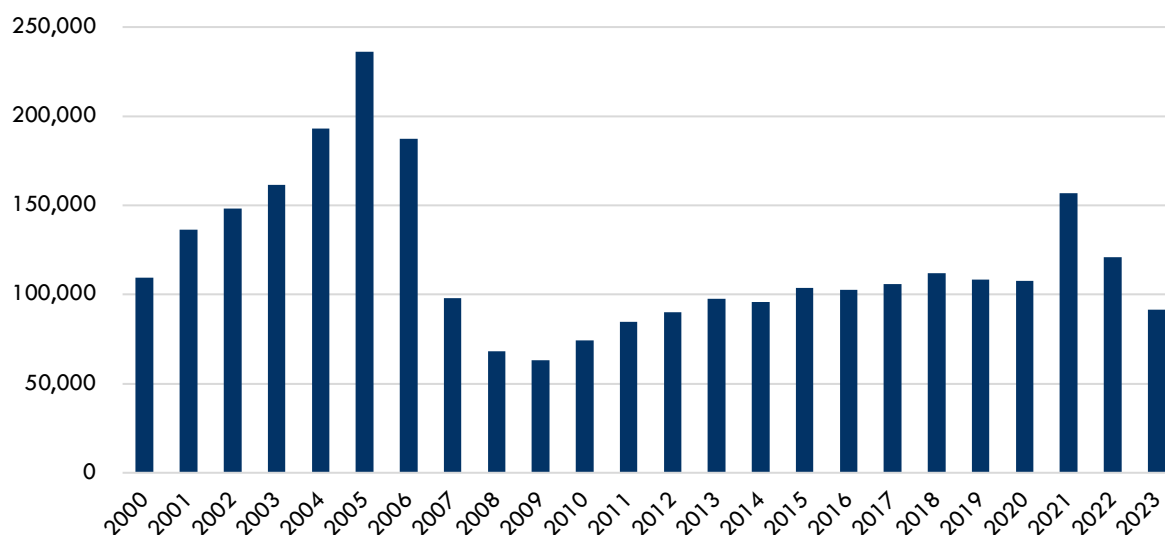
Figure 8. Median Condominium Sale Price (2024 \$), Florida, 2000-2024



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2024 dollars using the Consumer Price Index to adjust for inflation.

Condominium sales volume has held relatively steady around 100,000 sales per year in the past decade, with the exception of a spike above 150,000 in 2021. Statewide, there were 91,439 condominium sales in 2023, a slight drop from the pre-2021 norm and a significant decline from the 2021 peak.

Figure 9. Number of Condominium Sales, Florida, 2000-2023



Source: Florida Department of Revenue, Sales Data File

Overall, condominium sales were concentrated in larger coastal counties and Orange County. Nearly half of the state's sales in 2023 took place in the three Southeast Florida counties: Miami-Dade (19,117), Broward (13,794), and Palm Beach (11,019). As Figure 9 shows, condominium sales have been declining; sales in the ten most active counties fell by 25 percent in 2023 compared to 2022.

Table 8. Number of Condominium Sales, Top Ten Counties, 2023

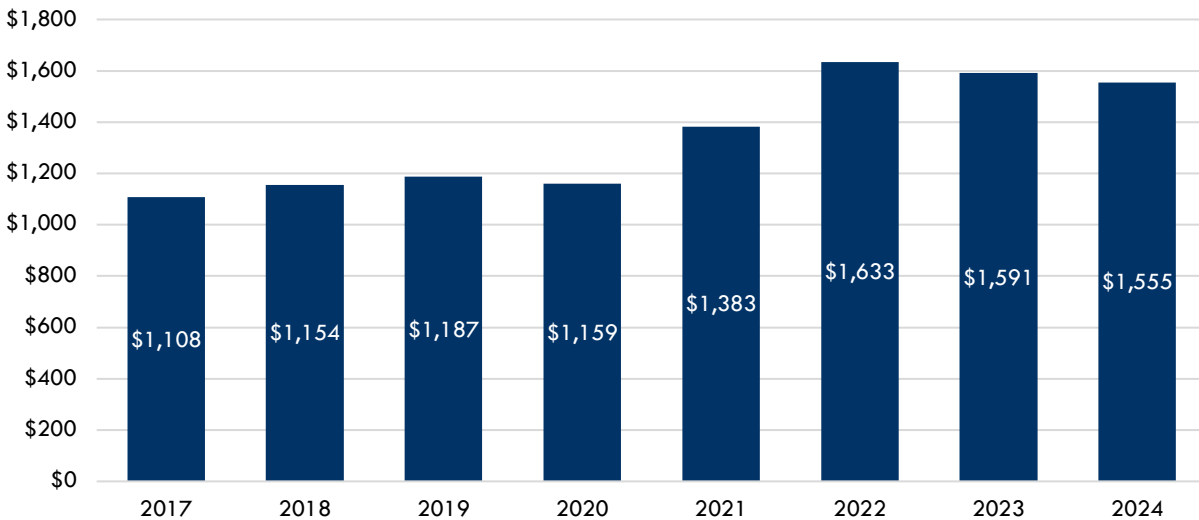
County	Condominium Sales
Miami-Dade	19,117
Broward	13,794
Palm Beach	11,019
Pinellas	6,329
Collier	5,184
Lee	4,258
Sarasota	3,204
Orange	3,081
Hillsborough	2,484
Manatee	2,235

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

RENTAL MARKETS

Florida rents increased steeply between 2020 and 2022, then stabilized close to these higher levels in 2023-2024. Apartment List estimates that median gross rents for housing seekers in Florida increased 41 percent over the two year period between July 2020 and July 2022. Median rent for housing seekers was \$1,555 in July 2024, a five percent drop from the 2022 median of \$1,633 but still well above 2017-2020 levels.

Figure 11. Apartment List Median Rent Estimates, Florida, 2017-2024



Source: Apartment List, Rent Estimates, <https://www.apartmentlist.com/research/category/data-rent-estimates>. Estimate of median gross rent for new leases, including utilities. All rent figures refer to July estimates for a given year.

Apartment List provides median rent estimates for 26 of Florida's 67 counties. Among these counties, Southeast and Southwest Florida counties topped the list for highest rents in July 2024.

Table 9. Median Rent, Top Five Counties, July 2024

County	Median Rent	Increase since July 2020
Miami-Dade County, FL	\$1,841	44%
Palm Beach County, FL	\$1,827	39%
Broward County, FL	\$1,794	38%
Collier County, FL	\$1,699	47%
Sarasota County, FL	\$1,642	31%

Source: Apartment List, Rent Estimates, <https://www.apartmentlist.com/research/category/data-rent-estimates>. Estimate of median gross rent for new leases, including utilities.

AFFORDABLE HOUSING NEEDS: RENTERS AND SPECIAL POPULATIONS

The Center produces a triennial Rental Market Study for Florida Housing Finance Corporation assessing affordable rental housing needs by county and demographic group. The last study, published in 2022, estimated that there were 768,460 renter households in Florida who were low-income (with incomes below 60 percent of the area median income, or AMI) and cost burdened (paying more than 40 percent of income for housing).

Using the most recently available data, we estimate that there are now 883,863 low-income, cost burdened renters in Florida. Sixty-five percent of these households live in Florida's nine large counties (population 825,000 or more); 32 percent live in medium-sized counties (population 100,001-824,999); and three percent live in small counties (population 100,000 or less).

Table 10. Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renter Households by County in Florida, 2024 Estimates

	All Renter Households	Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Large				
Broward	296,116	94,550	32%	11%
Duval	178,142	54,414	31%	6%
Hillsborough	231,166	67,465	29%	8%
Lee	97,615	28,416	29%	3%
Miami-Dade	482,612	130,628	27%	15%
Orange	238,714	69,808	29%	8%
Palm Beach	202,297	63,315	31%	7%
Pinellas	150,328	43,261	29%	5%
Polk	92,291	22,249	24%	3%
Large Total	1,969,281	574,106	29%	65%
Medium				
Alachua	30,863	11,854	38%	1%
Bay	25,043	6,384	25%	1%
Brevard	72,809	24,866	34%	3%
Charlotte	18,202	6,377	35%	1%
Citrus	13,469	3,942	29%	0.4%
Clay	22,719	6,083	27%	1%
Collier	43,670	14,208	33%	2%
Escambia	47,394	12,210	26%	1%
Flagler	11,962	4,434	37%	1%
Hernando	17,737	5,534	31%	1%
Highlands	11,074	2,816	25%	0.3%
Indian River	18,191	4,543	25%	1%
Lake	45,515	15,770	35%	2%
Leon	35,821	11,920	33%	1%
Manatee	54,366	15,156	28%	2%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Marion	42,453	12,203	29%	1%
Martin	16,597	5,731	35%	1%
Nassau	7,633	1,769	23%	0.2%
Okaloosa	30,821	7,241	23%	1%
Osceola	55,722	19,071	34%	2%
Pasco	66,826	17,140	26%	2%
Santa Rosa	16,456	3,537	21%	0.4%
Sarasota	51,468	14,204	28%	2%
Seminole	68,019	19,089	28%	2%
St. Johns	24,760	6,646	27%	1%
St. Lucie	37,401	11,715	31%	1%
Sumter	10,104	3,599	36%	0.4%
Volusia	68,042	18,166	27%	2%
Medium Total	965,137	286,208	30%	32%
Small				
Baker	2,122	492	23%	0.1%
Bradford	2,423	611	25%	0.1%
Calhoun	1,056	254	24%	0.03%
Columbia	7,688	1,939	25%	0.2%
DeSoto	3,358	854	25%	0.1%
Dixie	1,304	329	25%	0.04%
Franklin	1,235	297	24%	0.03%
Gadsden	4,705	1,132	24%	0.1%
Gilchrist	1,081	273	25%	0.03%
Glades	875	268	31%	0.03%
Gulf	1,355	326	24%	0.04%
Hamilton	1,269	265	21%	0.03%
Hardee	2,491	633	25%	0.1%
Hendry	4,435	1,359	31%	0.2%
Holmes	1,757	302	17%	0.03%
Jackson	4,679	1,126	24%	0.1%
Jefferson	1,384	333	24%	0.04%
Lafayette	597	125	21%	0.01%
Levy	3,844	970	25%	0.1%
Liberty	598	144	24%	0.02%
Madison	1,836	384	21%	0.04%
Monroe	14,267	3,862	27%	0.4%
Okeechobee	3,975	1,218	31%	0.1%
Putnam	7,487	2,010	27%	0.2%
Suwannee	4,348	909	21%	0.1%

	All Renter Households	Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Taylor	2,009	420	21%	0.05%
Union	1,343	339	25%	0.04%
Wakulla	2,566	617	24%	0.1%
Walton	8,154	1,400	17%	0.2%
Washington	2,083	358	17%	0.04%
Small Total	96,324	23,549	24%	3%
State Total	3,030,742	883,863	29%	100%

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Student-headed, non-family households are excluded.

Elderly Households

Statewide, over 346,000 low-income, cost burdened renter households are headed by someone age 55 or older, including nearly 105,000 households age 75+ households. In Pasco/Pinellas Counties and a Southwest region stretching from Sarasota County to Collier County, older households make up half of the cost-burdened renters.

Table 11. Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renter Households by Age of Householder and Region, Florida, 2024

Planning and Service Area	Age of Householder				Total	% Age 55 or Older
	15-54	55-74	75-84	85 or Older		
1) Escambia, Okaloosa, Santa Rosa	15,521	4,869	1,564	1,182	23,136	33%
2) Bay, Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Holmes, Leon, Liberty, Wakulla, Walton, Washington	17,400	5,809	1,256	(X)	24,465	29%
3) Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Lafayette, Lake, Levy, Madison, Marion, Sumter, Suwannee, Taylor, Union	34,734	17,572	4,524	2,390	59,220	41%
4) Baker, Clay, Duval, Flagler, Nassau, Putnam, St. Johns, Volusia	58,021	25,460	6,848	3,728	94,057	38%
5) Pasco, Pinellas	32,437	18,518	6,980	2,593	60,528	46%
6) Desoto, Hardee, Hillsborough, Highlands (part), Manatee, Polk	66,629	29,872	6,661	3,078	106,240	37%
7) Brevard, Orange, Osceola, Seminole	94,116	28,087	6,313	3,486	132,002	29%
8) Charlotte, Collier, Glades, Hendry, Highlands (part), Lee, Okeechobee, Sarasota	34,581	21,088	8,855	4,657	69,181	50%
9) Indian River, Martin, Palm Beach, St. Lucie	48,145	24,739	6,412	6,084	85,380	44%
10) Broward	57,576	25,001	9,032	2,941	94,550	39%
11) Miami, Monroe	77,809	40,741	11,433	4,507	134,490	42%
State Total	536,969	241,756	69,878	34,646	883,249	39%

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Regions are modified from Florida Department of Elder Affairs Planning and Service Areas. Student-headed, non-family households are excluded. Totals may differ slightly from Table 10 due to rounding. (X) indicates value that is not statistically significant.

Persons with Disabilities

Nearly one-third of the state's cost burdened, low-income renter households include at least one person with a disability—an estimated 278,031 households in all. In most of these households, the individuals with disabilities are adults, particularly in age 55+ households. However, 32,222 of the cost burdened renter households include children with disabilities, including 8,970 that have at least one adult and one child with a disability.

Table 12. Low-Income, Cost Burdened Renter Households with Persons with Disabilities, Florida, 2024

Household Age & Disability Characteristics	Households
Householder Under Age 55, Adult(s) with a Disability in the Household	82,529
Householder Age 55 or Older, Adult(s) with a Disability in the Household	163,280
Child(ren) with a Disability in the Household	23,252
Child(ren) and Adult(s) with Disabilities in the Household	8,970
Total	278,031

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Student-headed, non-family households are excluded.

Persons with Special Needs

Florida's special needs housing programs serve a subset of persons with disabilities as well as other vulnerable individuals and families. Specifically, for the purpose of housing programs, Florida Statutes defines a person with special needs as:

An adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. [409.1451](#)(5); a survivor of domestic violence as defined in s. [741.28](#); or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits. (Section 420.0004 (13), Florida Statutes)

Combining several data sources, we estimate that 103,335 households meet this definition, primarily low-income, cost burdened renters receiving disability-related benefits.

Table 13. Estimates of Households with Persons with Special Needs, Florida, 2024

Category	Definition	Estimate	Data Sources
Disability-related benefits	Low-income ($\leq 60\%$ AML), cost burdened ($>40\%$) renter households with at least one household member who is: 1) age 18-64, with a disability, receiving Social Security; 2) age 18+, with a disability, receiving SSI; 3) age 18+ with a VA service-related disability rating of 10 percent or more	93,720	U.S. Census Bureau, 2023 American Community Survey Public Use Microdata Sample; 2024 BEBR population projections.
Survivors of domestic violence	Estimated number of households based on total number of persons using domestic violence emergency shelters	7,147	Florida Department of Children and Families, Domestic Violence Annual Report, 7/1/2022-6/30/2023. Based on 12,836 individuals receiving shelter and previous year's estimated average household size of 1.8 persons (total recipients divided by adult recipients).
Youth aging out of foster care	Estimate based on youth receiving Aftercare, Extended Foster Care, and Postsecondary Education Services	2,468	Estimated need for affordable housing (1,742 units) and supportive housing (625 units) from Florida Assessment of Housing for Special Needs and Homeless Populations 2021. ¹
Total			103,335

Affordable and Available Rental Housing Supply

Another measure of the affordable rental housing gap is the affordable/available analysis, which compares the number of renter households at various income levels to the supply of units that are affordable and available to them.

An “affordable” unit is any market rate, subsidized, or public housing unit costing no more than 30 percent of income at the top of the income threshold expressed as a percentage of area median income (AMI), adjusted for unit size.² Many “affordable” units are effectively unavailable to low-income households because they are already occupied by higher income households. The affordable/available analysis accounts for this difference by removing units that are occupied by higher income households from unit counts. Specifically, an “affordable/available” unit at a particular income threshold is: 1) affordable at that income threshold and 2) either vacant or occupied by a household with an income at or below the threshold.

This analysis compares the statewide affordable/available housing supply to renter households for six income groups: 0-30, 0-40, 0-50, 0-60, 0-80, and 0-120 percent of AML. Each category is inclusive of those that come before it. For example, all households and units in the 0-30 percent of AML group also appear in all of the other groups.

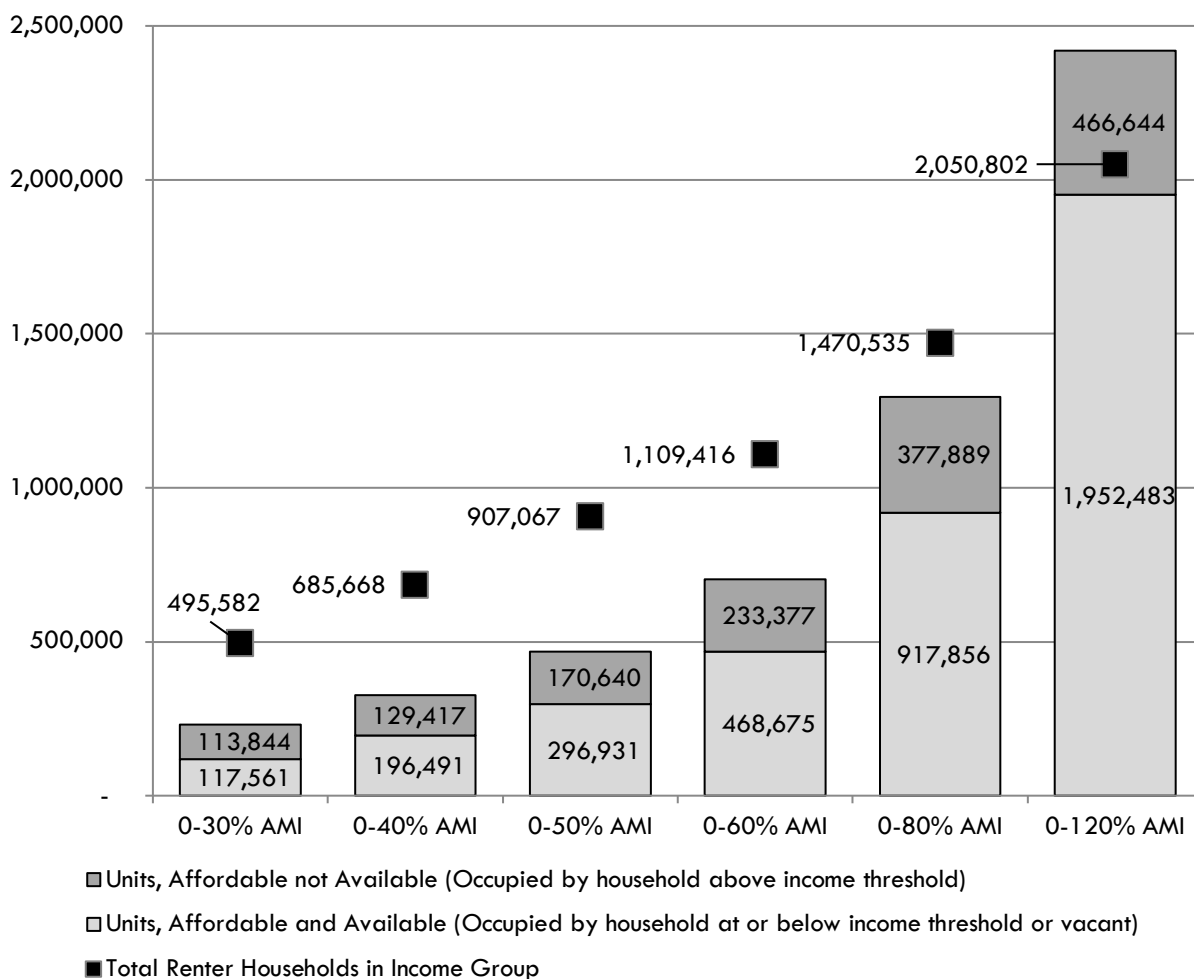
Figure 12 shows the distinction between affordable units and affordable/available units. All units in each column have rents that do not exceed 30 percent of income for a household at the top of the income group,

¹ Report available at https://floridahousing.org/docs/default-source/programs/special-programs/special-needs-housing/florida-assessment-of-housing-for-homeless-and-special-needs-populations/needs-assessment-full-report.pdf?sfvrsn=b09bf67b_2.

² For more information about the affordable/available method and affordability thresholds, see the 2022 *Rental Market Study* produced by the Shimberg Center for Florida Housing Finance Corporation, http://shimberg.ufl.edu/publications/RMS_2022.pdf.

adjusted by unit size. However, the units in the darker shaded areas are occupied by households with incomes above the top threshold and therefore are not available to the households in that income category.

Figure 12. Affordable Units, Affordable/Available Units, and Renter Households by Income, Florida, 2023



Source: Shimberg Center tabulation of U.S. Census Bureau, 2023 American Community Survey. Student-headed, non-family households and substandard units are excluded.

Figure 12 shows that for the 0-30 through 0-80 percent of AMI levels, there are more renter households than affordable units, whether available or not. At the 0-120 percent of AMI level, there are sufficient affordable units, but the number of affordable and available units is slightly lower than the number of renter households, leaving a gap of 98,319 affordable and available units.

Individual regions in Florida show widely varying results when comparing households to affordable and available units, particularly at the 0-120 percent of AMI income level. Appendix 4 shows the surplus or deficit of affordable/available units at the regional level.

SHIMBERG CENTER ACTIVITIES

Florida Housing Data Clearinghouse

The Shimberg Center produces the [Florida Housing Data Clearinghouse](#) under contract with Florida Housing Finance Corporation. Since 2000, the Clearinghouse has provided a free online source of housing supply and demand data for the state, counties, and cities.

The Clearinghouse provides data on the following topics:

- Affordability: housing cost burden, homeownership rates, rents, affordable rental housing supply gaps, and vacancy and occupancy rates
- Supply: Type of housing (single family, mobile homes, condominiums, multifamily), housing age and size, home prices and assessed values, and licensed condominium developments and mobile home parks
- Demographics: population projections, household projections by tenure, age, income, and cost burden
- Workforce: Employment rates, wage and housing cost comparisons by industry and occupation
- Assisted Housing Inventory: supply of affordable rental housing funded by Florida Housing, HUD, USDA Rural Development, and local housing finance agencies
- Home lending: mortgage originations by purpose, race/ethnicity, and interest rates
- Special needs households: housing needs of persons with disabilities, Social Security recipients, homeless individuals and families, and farmworkers
- Housing stability and disaster response: eviction and foreclosure filings, FEMA housing assistance

The Center also provides county-level presentation materials to assist local government officials and others in communicating data from the Clearinghouse, with a particular focus on the link between local wages, area median income (AMI) levels, and housing costs. These materials are available on the Publications page of the [Shimberg Center's website](#).

Promoting Housing Stability and Affordability

The Shimberg Center works with local organizations to promote long-term housing stability for Florida's homeowners and renters. The Center collects and shares monthly data on eviction and foreclosure filings in Florida communities. We participate in regional eviction prevention networks in the Orlando area and Miami-Dade County and provide summarized data on housing stability to researchers and legal services providers.

The Center is collaborating with Local Initiatives Support Corporation (LISC) Jacksonville in its Family Wealth Creation initiative, which seeks to preserve housing wealth in historically Black neighborhoods in Jacksonville. The Center is providing data on homeownership, home values, tax foreclosure sales, and potential heirs property sites to support LISC's efforts. The Center also is co-sponsoring an Heirs Property research center in collaboration with the Center for Governmental Responsibility in the UF Levin College of Law. The research center was launched in 2024 to develop legislative and regulatory solutions to heirs property loss.

The Center also is collaborating with Bright Community Trust and a number of community organizations on the Homeownership Equity Initiative, a program to make homeownership accessible for households in the four-county Orlando metropolitan area. The Center has provided data on homeownership disparities and the benefits of homeownership for families and communities.

Community Resilience and Disaster Response

The Shimberg Center works closely with state agencies, local governments, and our peers at University of Florida and other Gulf Coast and national institutions to learn how Florida's vulnerable populations and housing stock can be kept safe from natural disasters.

This year, the Shimberg Center collaborated with a wide range of University of Florida engineering, environmental, planning, and health science faculty on the JaxTwin project, an initiative to develop a "Digital Twin" for Jacksonville. The project is designed to provide real-time insights and scenario planning tools to help city leaders address infrastructure, health, housing, economic, and environmental challenges. The project resulted in a suite of datasets to identify water quality systems, healthcare utilization hotspots, and coastal flood hazard impacts, as well as a set of virtual and augmented reality tools for built environment visualization.

The Center is working with the University of Nebraska and Texas A&M Agrilife Extension to examine the disaster impact of windstorms on farms and agricultural areas and provide guidance to affected businesses and residents. In Florida, work has included surveying and interviewing farmers in the Suwanee Valley about wind damage to homes and businesses from Hurricanes Idalia, Debby, and Helene. Separately, Shimberg Center researchers are studying residential property ownership changes following hurricanes, starting with the effects of Hurricane Michael on ownership patterns in Bay County.

The Shimberg Center, University of Central Florida, the Horne consulting firm, and Florida Housing Coalition continued a HUD-funded project to evaluate the effectiveness of the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in addressing post-disaster recovery needs of renter households. Project objectives are to (1) better understand CDBG-DR allocations for renters, (2) identify successful processes with corresponding outcomes for rental housing recovery aid programs, (3) engage with and link disaster recovery strategies and programs to actual and desired outcomes among renters from their lived experiences, and (4) translate this research into actionable programmatic recommendations with appropriate timelines, policy making and implementation changes. This year, the Shimberg Center interviewed renters affected by disasters and documented their experiences with CDBG-DR and other recovery programs.

The Center and Florida Sea Grant are launching "Connecting resilient communities and economies: Characterizing the link between water-dependent businesses and affordable housing." This research will lead to a better understanding of housing types for workers in water-dependent industries, housing and business needs of communities with water-dependent economies in Florida, and how changes in the availability and distribution of affordable workforce housing affect the recovery of water-dependent industries after disasters.

Technical Assistance, Presentations, and Publications

Under the Florida Housing Data Clearinghouse contract, the Shimberg Center provides extensive pro bono technical assistance to state and local agencies, the housing industry, non-profit organizations, and the public in the assessment of affordable housing needs. Examples of technical assistance during 2024 included providing mortgage lending data to the Office of Economic Vitality in Tallahassee, providing affordable housing needs data to the Community Foundation of Sarasota for a four-county area as background information for a new housing dashboard, assisting the American Red Cross with integrating housing needs data into post-disaster training, providing data to the Florida Supportive Housing Coalition to assist in planning to address elder homelessness, and providing data on children's homelessness to the Housing First for Children collaborative in Alachua County.

The Shimberg Center team made a number of public presentations in Florida and nationally in 2024:

- National Human Services Data Consortium, Kansas City
- JUST Pensacola Summit on Affordable Housing, Pensacola

- Community Legal Services of Mid-Florida training, Orlando
- Florida Association of Counties, Orlando
- National Low Income Housing Coalition Disaster Recovery Convenings, Washington DC
- Florida Sea Grant Symposium, Gainesville
- Rinker School of Construction Management Advanced Modular Housing Design Convening, Gainesville
- Florida Housing Coalition Statewide Housing Conference, Orlando
- Alachua County Affordable Housing Advisory Committee, Gainesville
- BOLD Justice, Broward County

Shimberg Center faculty and staff also co-authored the following peer-reviewed articles published in 2024:

- Enderami, S. A., Sutley, E., Helgeson, J., Dueñas-Osorio, L., Watson, M., & van de Lindt, J. W. (2024). Measuring post-disaster accessibility to essential goods and services: proximity, availability, adequacy, and acceptability dimensions. *Journal of Infrastructure Preservation and Resilience*, 5(1), 12.
- Yeganeh, N., Kang, S., Ray, A., Watson, M., & Denton, B. (2024). Filling the blindspots: Assessing distributive equity in fund allocation of Florida's local housing program for disaster recovery. *International Journal of Disaster Risk Reduction*, 111, 104708.
- Safayet, M., Connors, J. P. C., & Watson, M. (2024). Measuring access to food banks and food pantries: A scoping review of spatial analysis approaches. *Health & Place*, 88, 103251.
- Rosenheim, N. P., Watson, M., Casellas Connors, J., Safayet, M., & Peacock, W. G. (2024). Food Access After Disasters: A Multidimensional View of Restoration After Hurricane Harvey. *Journal of the American Planning Association*, 1-19.
- Watson, M., Xiao, Y., & Helgeson, J. (2024). Using disaster surveys to model business interruption. *Natural Hazards Review*, 25(1), 05023013.

Teaching and Graduate Education

Shimberg Center faculty offered courses in housing, sustainability, and the built environment in conjunction with the College of Design, Construction, and Planning:

- Construction Management 6583, Sustainable Housing: graduate course examining sustainability concepts, urban development, residential structures and systems, green building standards, and housing economics
- UF Quest 2935, Foundations, Principles and Applications of Sustainable Development: undergraduate interdisciplinary course covering sustainability concepts, environmental ethics, resilience, energy, water resources, and the built environment
- Construction Finance 5905: graduate course introducing students to financial management principles and analysis

In addition, the Shimberg Center provides professional and academic experience by employing master's and PhD students from the College of Design, Construction, and Planning as research assistants. This year, graduate students from the Shimberg Center fielded a team for Hack-A-House 2024, a 24-hour hackathon for students sponsored by Ivory Innovations. The Shimberg team developed a proposal to encourage accessory dwelling units as an affordable housing strategy, including a case study for Orlando.

APPENDIX 1. COUNTY HOUSING SUPPLY, 2024

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Alachua	64,515	72%	7,202	23%	5,624	62%	1,608	5%	5,187	375	26,702
Baker	5,066	76%	0	0%	2,468	67%	55	0%	127	5	115
Bay	62,847	59%	19,675	9%	8,580	48%	2,028	17%	5,588	132	12,726
Bradford	5,985	73%	21	62%	2,684	63%	26	23%	61	14	(X)
Brevard	207,160	72%	35,913	38%	11,289	54%	3,001	22%	8,010	288	29,215
Broward	390,140	77%	253,080	42%	4,143	45%	16,446	15%	48,790	1,646	127,708
Calhoun	2,616	70%	0	0%	1,173	67%	14	14%	40	1	(X)
Charlotte	84,778	65%	14,993	35%	5,072	42%	1,601	14%	3,705	88	3,097
Citrus	59,566	74%	1,622	37%	15,741	55%	567	10%	1,620	44	1,403
Clay	67,079	75%	2,398	37%	9,549	62%	290	7%	1,017	56	7,249
Collier	107,914	66%	101,380	32%	3,494	36%	1,949	16%	6,112	127	15,403
Columbia	13,773	71%	48	44%	7,851	65%	228	6%	(X)	39	(X)
DeSoto	6,094	66%	605	46%	2,712	47%	259	13%	770	33	1,011
Dixie	2,903	59%	159	9%	3,808	60%	5	20%	(X)	1	(X)
Duval	287,812	67%	27,534	39%	9,342	48%	5,141	14%	15,544	713	104,317
Escambia	104,902	66%	10,440	15%	4,871	44%	4,544	30%	10,755	210	18,868
Flagler	50,353	74%	4,437	38%	1,701	63%	1,518	13%	(X)	20	511
Franklin	6,838	39%	455	8%	1,321	52%	7	0%	(X)	1	(X)
Gadsden	11,397	66%	0	0%	3,732	57%	162	28%	359	18	310
Gilchrist	2,949	77%	0	0%	2,958	68%	26	38%	65	2	61
Glades	1,926	60%	258	29%	2,229	50%	146	42%	323	3	70
Gulf	7,184	44%	288	1%	1,691	48%	21	5%	63	5	239
Hamilton	2,018	64%	0	0%	1,528	71%	168	61%	334	9	(X)
Hardee	4,345	67%	0	0%	1,698	46%	197	30%	522	18	742
Hendry	7,956	66%	317	20%	4,543	54%	356	28%	897	17	419
Hernando	69,674	71%	633	48%	12,078	57%	492	8%	1,259	67	4,206

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Highlands	34,761	66%	1,345	38%	5,356	42%	824	11%	2,065	59	1,655
Hillsborough	383,354	74%	40,245	41%	13,617	54%	4,625	8%	12,829	893	136,466
Holmes	3,493	68%	0	0%	1,406	61%	15	27%	35	7	(X)
Indian River	58,386	73%	15,043	39%	1,093	44%	744	10%	2,038	55	3,741
Jackson	10,391	67%	0	0%	3,137	65%	56	11%	217	62	253
Jefferson	2,908	72%	0	0%	1,310	64%	51	27%	180	17	241
Lafayette	1,032	68%	0	0%	843	58%	8	13%	(X)	1	(X)
Lake	127,454	73%	3,626	49%	16,315	60%	1,344	8%	3,547	177	15,812
Lee	258,226	65%	84,717	35%	14,455	38%	10,777	20%	24,347	301	35,410
Leon	74,008	71%	5,023	17%	6,777	54%	2,322	7%	6,544	369	33,716
Levy	8,224	73%	238	13%	9,693	63%	67	9%	207	12	423
Liberty	1,398	65%	0	0%	821	47%	59	71%	122	5	(X)
Madison	3,255	60%	0	0%	1,775	66%	165	56%	392	10	395
Manatee	123,271	69%	35,484	40%	4,684	38%	4,436	18%	10,019	201	24,150
Marion	130,947	70%	2,504	38%	24,411	53%	3,675	38%	9,132	107	8,659
Martin	50,478	77%	15,003	45%	2,936	52%	1,078	14%	2,788	70	5,912
Miami-Dade	384,027	77%	384,248	37%	301	17%	31,580	26%	85,109	3,619	199,484
Monroe	29,642	43%	6,975	18%	4,685	25%	1,756	25%	4,536	46	3,098
Nassau	31,471	74%	4,092	23%	6,299	65%	366	27%	879	28	2,250
Okaloosa	70,612	61%	13,590	11%	3,353	46%	759	6%	(X)	182	(X)
Okeechobee	7,592	70%	235	23%	5,897	48%	347	31%	898	10	367
Orange	340,145	69%	51,890	26%	6,261	52%	4,029	11%	10,030	1,144	167,367
Osceola	129,938	59%	13,802	16%	5,440	54%	1,053	9%	2,709	938	26,903
Palm Beach	380,717	73%	186,031	41%	3,677	32%	10,216	17%	28,539	856	78,341
Pasco	190,800	72%	11,846	44%	29,495	51%	3,131	38%	(X)	239	19,301
Pinellas	253,007	76%	104,150	47%	17,032	46%	12,466	29%	32,333	876	71,859
Polk	219,870	65%	8,509	32%	31,735	50%	6,687	18%	17,304	301	28,317
Putnam	17,321	66%	197	29%	15,555	54%	151	15%	381	30	1,287

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Santa Rosa	65,728	74%	1,755	18%	6,521	49%	672	7%	1,731	63	3,164
Sarasota	160,657	68%	53,113	39%	11,570	39%	4,752	37%	11,038	194	18,235
Seminole	133,265	75%	15,077	35%	1,711	55%	1,148	12%	2,633	214	(X)
St. Johns	104,621	76%	14,583	37%	5,484	61%	1,624	44%	(X)	59	7,907
St. Lucie	121,797	75%	14,606	39%	4,549	51%	1,493	9%	3,403	87	6,651
Sumter	70,453	72%	514	62%	6,440	52%	119	9%	374	26	3,234
Suwannee	6,406	68%	0	0%	6,934	64%	62	5%	200	8	(X)
Taylor	5,525	58%	76	1%	3,236	54%	21	14%	65	11	344
Union	1,445	80%	18	11%	1,232	70%	1	0%	(X)	15	(X)
Volusia	188,238	71%	28,396	30%	7,387	57%	2,639	15%	7,284	311	26,838
Wakulla	9,594	74%	336	36%	3,424	61%	31	3%	(X)	4	174
Walton	38,243	43%	10,817	6%	5,466	43%	643	42%	1,544	39	1,599
Washington	5,219	67%	0	0%	2,690	56%	21	0%	(X)	0	0
Florida Total	5,875,709	71%	1,609,542	37%	436,883	52%	156,868	21%	408,210	15,578	1,288,421

Source: Florida Department of Revenue, Name-Address-Legal File. Includes all parcels by housing type regardless of year built. Homesteaded parcels are the owner's primary residence. Multifamily dwelling unit totals may be undercounts due to missing or incomplete data for a small number of counties. County-level dwelling unit counts are suppressed (marked with 'X') in counties where total dwelling units are less than 2 times the number of parcels for the multifamily 2-9 unit category and less than 10 times the number of parcels for the multifamily 10+ unit category

APPENDIX 2. HOUSING PRODUCTION BY COUNTY AND HOUSING TYPE, 2023

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Alachua	964	16	44	3	9
Baker	101	0	23	0	1
Bay	2,683	46	165	27	3
Bradford	67	0	40	0	0
Brevard	5,086	122	66	7	7
Broward	1,484	152	24	19	23
Calhoun	17	0	14	0	0
Charlotte	4,358	565	73	128	5
Citrus	1,465	3	148	20	0
Clay	1,747	0	93	0	2
Collier	3,618	776	24	6	6
Columbia	169	0	74	0	0
DeSoto	95	0	28	1	2
Dixie	15	0	36	0	0
Duval	4,736	9	73	39	18
Escambia	1,825	60	40	10	6
Flagler	2,633	0	23	143	2
Franklin	173	17	22	0	0
Gadsden	135	0	33	0	0
Gilchrist	102	0	38	0	0
Glades	112	0	23	0	0
Gulf	334	49	44	0	0
Hamilton	18	0	19	0	0
Hardee	47	0	17	2	1
Hendry	560	36	55	1	0
Hernando	1,504	1	104	8	1
Highlands	588	0	20	10	0
Hillsborough	6,150	122	52	13	15
Holmes	25	0	24	0	0
Indian River	993	107	7	3	4
Jackson	96	0	25	0	2
Jefferson	49	0	26	0	0
Lafayette	5	0	16	0	0
Lake	7,783	27	96	7	1
Lee	10,702	625	224	367	13
Leon	613	66	24	6	5
Levy	187	0	167	0	0
Liberty	14	0	14	0	0
Madison	35	0	22	1	0

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Manatee	6,511	40	17	7	25
Marion	6,245	2	213	44	6
Martin	568	30	11	4	5
Miami-Dade	1,464	2,437	1	115	47
Monroe	342	51	7	3	1
Nassau	1,655	8	63	1	0
Okaloosa	1,243	38	76	7	6
Okeechobee	123	0	56	4	0
Orange	4,893	0	33	15	40
Osceola	6,279	172	29	8	13
Palm Beach	3,769	357	22	15	11
Pasco	8,071	0	173	4	13
Pinellas	957	396	41	80	7
Polk	9,380	6	137	28	12
Putnam	164	0	159	0	0
Santa Rosa	1,622	0	117	8	3
Sarasota	5,362	325	114	12	4
Seminole	1,142	12	11	0	6
St. Johns	5,565	21	64	7	7
St. Lucie	4,441	35	13	1	9
Sumter	948	0	32	0	4
Suwannee	102	0	126	0	0
Taylor	42	0	34	0	0
Union	35	0	19	0	0
Volusia	4,165	6	47	12	7
Wakulla	346	56	33	0	0
Walton	1,867	0	160	3	2
Washington	128	0	43	0	0
Florida Total	138,717	6,791	3,911	1,199	354

Source: Florida Department of Revenue, Name-Address-Legal File. Includes parcels in the current parcel inventory with actual year built 2023. Multifamily 2-9 and 10+ counts refer to parcels, not individual dwelling units.

APPENDIX 3. SALES VOLUME AND PRICES (2024 \$) BY COUNTY, 2023

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Alachua	3,165	\$261,054	\$347,728	\$449,777	523	\$147,036	\$185,730	\$228,035	149	\$123,717	\$177,476	\$234,742
Baker	222	\$266,213	\$298,716	\$401,074	0	-	-	-	43	\$144,457	\$199,144	\$268,277
Bay	4,647	\$292,938	\$373,627	\$513,338	1,412	\$314,710	\$438,530	\$613,942	270	\$118,661	\$168,705	\$223,805
Bradford	177	\$180,571	\$257,959	\$335,346	4	\$214,106	\$229,532	\$301,760	82	\$89,357	\$152,196	\$227,932
Brevard	12,512	\$305,423	\$370,325	\$490,121	1,973	\$188,826	\$278,492	\$435,950	615	\$127,844	\$173,864	\$211,526
Broward	17,252	\$429,243	\$562,350	\$790,643	13,794	\$174,896	\$247,640	\$361,142	205	\$154,775	\$206,367	\$257,855
Calhoun	50	\$134,138	\$197,596	\$250,736	0	-	-	-	11	\$25,796	\$122,788	\$190,889
Charlotte	5,886	\$319,869	\$386,938	\$509,726	1,428	\$245,577	\$313,678	\$389,002	297	\$92,865	\$149,616	\$216,685
Citrus	3,626	\$232,163	\$285,457	\$381,779	109	\$165,094	\$191,921	\$283,755	641	\$98,024	\$152,712	\$208,431
Clay	4,031	\$299,232	\$361,142	\$429,759	158	\$156,839	\$204,303	\$247,640	406	\$108,343	\$185,730	\$242,481
Collier	6,435	\$546,976	\$722,284	\$1,196,928	5,184	\$355,983	\$495,281	\$823,920	109	\$206,367	\$257,959	\$319,766
Columbia	607	\$190,889	\$273,436	\$366,301	4	\$161,998	\$175,412	\$188,310	215	\$118,661	\$175,412	\$237,322
DeSoto	270	\$199,144	\$278,595	\$369,397	36	\$213,332	\$229,532	\$296,652	100	\$101,068	\$152,608	\$225,714
Dixie	112	\$114,018	\$174,380	\$276,016	13	\$214,622	\$288,914	\$386,938	118	\$74,292	\$120,725	\$185,730
Duval	15,323	\$237,322	\$318,837	\$423,052	1,648	\$175,412	\$227,004	\$296,652	287	\$87,706	\$144,457	\$216,685
Escambia	5,459	\$227,004	\$302,121	\$386,938	431	\$185,730	\$417,893	\$748,080	80	\$67,069	\$113,657	\$159,934
Flagler	3,947	\$326,060	\$378,890	\$478,874	313	\$273,436	\$425,116	\$660,374	82	\$170,253	\$232,163	\$267,245
Franklin	341	\$308,519	\$464,326	\$851,264	37	\$287,366	\$309,550	\$464,326	43	\$67,069	\$123,820	\$154,775
Gadsden	312	\$135,686	\$242,481	\$335,295	0	-	-	-	48	\$67,069	\$90,286	\$141,361
Gilchrist	151	\$232,163	\$294,073	\$376,620	0	-	-	-	131	\$103,183	\$180,571	\$247,640
Glades	79	\$230,615	\$308,519	\$374,969	11	\$30,955	\$63,974	\$134,138	79	\$113,502	\$175,412	\$222,876
Gulf	502	\$366,198	\$495,848	\$644,897	13	\$397,256	\$567,509	\$768,717	56	\$70,681	\$124,852	\$196,049
Hamilton	46	\$77,388	\$163,546	\$283,755	0	-	-	-	32	\$77,542	\$153,176	\$220,297
Hardee	123	\$155,807	\$255,895	\$319,869	0	-	-	-	40	\$82,805	\$123,820	\$162,256

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Hendry	592	\$263,273	\$302,895	\$361,091	34	\$198,628	\$234,742	\$252,696	101	\$134,138	\$204,303	\$268,277
Hernando	4,372	\$273,436	\$329,155	\$383,585	45	\$120,725	\$177,476	\$232,163	633	\$139,298	\$177,476	\$221,844
Highlands	1,659	\$196,049	\$255,895	\$331,219	110	\$128,979	\$158,851	\$204,303	262	\$76,356	\$108,343	\$144,457
Hillsborough	20,732	\$335,346	\$417,893	\$562,350	2,484	\$185,730	\$249,704	\$383,069	374	\$160,347	\$236,290	\$303,359
Holmes	199	\$113,502	\$165,094	\$224,940	0	-	-	-	45	\$30,955	\$72,228	\$139,298
Indian River	3,336	\$321,932	\$402,312	\$587,217	1,109	\$195,945	\$276,532	\$541,713	36	\$113,502	\$157,871	\$208,947
Jackson	315	\$123,820	\$180,468	\$268,277	0	-	-	-	63	\$82,547	\$139,194	\$185,730
Jefferson	129	\$195,533	\$301,812	\$412,734	0	-	-	-	21	\$82,547	\$154,775	\$211,526
Lafayette	27	\$108,343	\$190,889	\$295,621	0	-	-	-	15	\$77,388	\$139,298	\$204,303
Lake	5,283	\$299,129	\$371,460	\$477,533	263	\$144,457	\$212,558	\$288,398	700	\$128,979	\$185,730	\$232,163
Lee	18,487	\$341,527	\$417,415	\$603,623	4,258	\$257,959	\$345,665	\$464,326	815	\$103,183	\$154,775	\$219,265
Leon	3,137	\$221,844	\$314,710	\$439,458	413	\$102,152	\$165,094	\$224,940	174	\$59,950	\$95,703	\$149,616
Levy	415	\$201,208	\$288,914	\$371,460	23	\$147,552	\$255,379	\$376,620	374	\$91,833	\$147,604	\$206,264
Liberty	27	\$85,126	\$165,094	\$294,073	0	-	-	-	17	\$67,069	\$123,820	\$154,775
Madison	91	\$118,661	\$180,571	\$306,455	0	-	-	-	46	\$84,610	\$142,806	\$232,163
Manatee	11,011	\$407,575	\$505,496	\$696,488	2,235	\$229,583	\$335,346	\$500,440	237	\$103,183	\$159,934	\$215,138
Marion	11,178	\$252,696	\$300,264	\$376,516	237	\$119,693	\$134,138	\$154,775	964	\$82,547	\$143,425	\$200,176
Martin	2,617	\$412,734	\$572,668	\$846,104	911	\$206,367	\$268,277	\$397,256	139	\$155,704	\$206,367	\$249,704
Miami-Dade	12,345	\$495,281	\$619,101	\$846,104	19,117	\$302,328	\$438,530	\$650,056	1	\$247,640	\$247,640	\$247,640
Monroe	1,137	\$758,398	\$1,106,643	\$1,981,122	345	\$572,668	\$822,063	\$1,444,568	169	\$355,983	\$464,326	\$742,921
Nassau	2,540	\$369,190	\$446,268	\$619,359	237	\$433,371	\$644,897	\$856,423	193	\$163,030	\$223,908	\$273,436
Okaloosa	3,950	\$299,232	\$355,983	\$464,326	833	\$330,187	\$536,554	\$773,876	87	\$91,421	\$151,680	\$205,335
Okeechobee	371	\$206,367	\$278,595	\$361,142	22	\$123,820	\$134,138	\$148,584	302	\$109,271	\$165,094	\$232,163
Orange	16,702	\$368,159	\$470,878	\$638,499	3,081	\$165,094	\$216,685	\$278,595	264	\$128,928	\$180,571	\$248,672
Osceola	11,078	\$361,142	\$425,116	\$526,236	1,069	\$224,940	\$283,755	\$392,097	238	\$165,094	\$230,615	\$299,232
Palm Beach	14,925	\$505,599	\$681,011	\$1,029,771	11,019	\$183,667	\$273,436	\$423,052	116	\$140,845	\$167,931	\$207,915
Pasco	15,623	\$302,328	\$380,747	\$497,241	833	\$137,234	\$169,221	\$216,685	1,371	\$92,865	\$143,425	\$201,208

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Pinellas	10,223	\$350,824	\$454,007	\$644,897	6,329	\$197,596	\$273,436	\$452,975	841	\$118,661	\$154,775	\$195,945
Polk	17,650	\$299,129	\$343,395	\$404,479	634	\$134,138	\$165,094	\$235,258	1,493	\$113,502	\$157,871	\$211,526
Putnam	672	\$153,227	\$232,163	\$325,028	12	\$302,328	\$311,356	\$341,021	542	\$82,547	\$144,457	\$206,161
St. Johns	8,845	\$402,312	\$520,767	\$706,807	933	\$273,436	\$366,301	\$546,872	220	\$187,278	\$242,481	\$294,073
St. Lucie	8,694	\$357,531	\$412,940	\$496,828	909	\$201,208	\$312,130	\$500,440	188	\$162,772	\$229,532	\$282,207
Santa Rosa	3,988	\$299,232	\$366,301	\$453,904	113	\$319,869	\$505,599	\$773,876	176	\$103,183	\$156,839	\$201,208
Sarasota	9,963	\$394,780	\$521,076	\$742,818	3,204	\$298,922	\$397,256	\$758,398	581	\$114,534	\$159,934	\$211,526
Seminole	6,094	\$350,824	\$431,152	\$552,032	893	\$170,253	\$201,208	\$254,347	58	\$123,820	\$190,373	\$257,959
Sumter	5,000	\$321,932	\$400,352	\$514,885	30	\$131,043	\$215,395	\$242,481	227	\$98,024	\$146,521	\$188,826
Suwannee	209	\$171,285	\$251,768	\$330,187	0	-	-	-	231	\$108,343	\$154,775	\$225,972
Taylor	189	\$118,661	\$188,826	\$309,550	12	\$170,253	\$208,431	\$257,443	93	\$113,502	\$154,775	\$197,080
Union	30	\$188,619	\$255,327	\$322,448	0	-	-	-	23	\$72,228	\$146,624	\$231,131
Volusia	10,692	\$305,423	\$367,333	\$457,051	1,815	\$179,539	\$309,550	\$495,281	315	\$139,298	\$190,889	\$252,799
Wakulla	633	\$222,567	\$299,129	\$392,097	25	\$185,730	\$206,264	\$271,372	97	\$61,910	\$128,979	\$171,285
Walton	3,031	\$415,210	\$711,863	\$1,443,537	761	\$459,166	\$673,272	\$1,083,426	165	\$113,502	\$187,794	\$237,322
Washington	189	\$148,894	\$227,004	\$283,755	0	-	-	-	51	\$70,165	\$139,298	\$196,049
Florida Total	333,655	\$323,893	\$415,107	\$591,241	91,439	\$211,526	\$316,773	\$505,599	17,197	\$108,343	\$165,094	\$227,004

Source: Florida Department of Revenue, Sales Data File. Based on property sales that took place in 2023, the most recent full year with data available. Arms-length sales only. Prices adjusted to 2024 dollars using the Consumer Price Index.

APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), MODIFIED METROPOLITAN STATISTICAL AREAS & HUD METRO FAIR MARKET RENT AREAS, 2023

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-10,362	-13,886	-18,311	-20,335	-17,333	-352
Crestview-Fort Walton Beach-Destin, FL HMFA	Okaloosa	-4,513	-4,421	-5,019	-5,559	-4,176	590
Deltona-Daytona Beach-Ormond Beach, FL HMFA	Volusia	-8,523	-10,609	-12,009	-13,251	-10,566	1,917
Fort Lauderdale, FL HMFA	Broward	-40,187	-50,266	-68,112	-82,200	-84,345	-37,884
Gainesville, FL HMFA (minus Gilchrist)	Alachua	-7,896	-7,791	-10,683	-5,440	-471	2,576
Homosassa Springs, FL MSA	Citrus	-1,975	-2,714	-3,578	-3,715	-2,425	-284
Jacksonville, FL HMFA/Baker County, FL HMFA (plus Putnam)	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,555	-42,526	-48,760	-47,290	-22,307	8,210
Lakeland-Winter Haven, FL MSA	Polk	-10,600	-11,227	-14,412	-12,526	-11,681	-2,636
Miami-Miami Beach-Kendall, FL HMFA (plus Monroe)	Miami-Dade, Monroe	-58,509	-79,672	-100,810	-119,801	-143,805	-78,510
Naples-Immokalee-Marco Island, FL MSA	Collier	-5,489	-6,634	-8,554	-8,566	-7,432	-1,183
North Port-Sarasota-Bradenton, FL MSA	Manatee, Sarasota	-11,302	-14,560	-19,907	-20,916	-19,776	-2,801
Northeast Nonmetropolitan Area (plus Gilchrist and Levy)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-2,637	-3,212	-2,653	-2,483	-1,065	307
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, Wakulla, and Walton)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,103	-3,595	-3,143	-2,949	-1,493	-678
Ocala, FL MSA	Marion	-5,773	-6,917	-5,826	-7,590	-6,929	-221
Orlando-Kissimmee-Sanford, FL MSA	Lake, Orange, Osceola, Seminole	-50,796	-70,248	-91,670	-97,707	-85,074	5,274
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,232	-11,716	-14,116	-13,643	-3,756	6,913
Palm Coast, FL HMFA	Flagler	-1,127	-1,619	-2,638	-3,038	-2,133	-761
Panama City-Lynn Haven, FL MSA	Bay	-3,344	-4,370	-4,445	-2,381	-1,574	2,428
Pensacola-Ferry Pass-Brent, FL MSA	Escambia, Santa Rosa	-5,947	-6,918	-7,556	-5,957	-1,928	1,914
Port St. Lucie, FL MSA	Martin, St. Lucie	-5,581	-9,172	-11,708	-12,491	-10,136	-3,440

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Punta Gorda, FL MSA	Charlotte	-1,951	-3,192	-3,481	-3,340	-1,997	-239
Sebastian-Vero Beach, FL MSA	Indian River	-2,128	-2,846	-2,562	-2,523	-1,109	-66
South Nonmetropolitan Area (minus Monroe, plus Highlands)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,002	-4,161	-4,935	-3,848	-1,582	-677
Tallahassee, FL HMFA (minus Gadsden and Jefferson)	Leon	-6,761	-9,591	-10,489	-6,065	-584	2,738
Tampa-St. Petersburg-Clearwater, FL MSA	Hernando, Hillsborough, Pasco, Pinellas	-56,633	-71,137	-89,352	-91,197	-70,247	4,873
The Villages, FL MSA	Sumter	-1,497	-1,076	-1,920	-2,660	-1,056	537
West Palm Beach-Boca Raton, FL HMFA	Palm Beach	-25,598	-35,101	-43,487	-43,270	-37,699	-6,864
State of Florida Total		-378,021	-485,016	-610,136	-640,741	-552,679	-98,319

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey. County groupings are based on HUD Metro Fair Market Rent Areas (HMFAs), modified to accommodate availability of county-level data in the American Community Survey Public Use Microdata Areas (PUMAs). See <https://www.huduser.gov/portal/datasets/il/il24/area-definitions-FY24.pdf> for HUD area definitions. In cases where cross-county PUMA boundaries do not allow separation, counties are shifted to another HMFA or non-metropolitan grouping, as noted in the first column. Jacksonville and Baker County HMFAs are combined for the same reason.

Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units. Student-headed, non-family households and substandard units are excluded.

Note: The general hold harmless provisions of IRC Section 142(d)(2)(E) mean that projects with at least one building placed in service on or before the end of the 45-day transition period for newly-released limits use whichever limits are greater, the current-year limits or the limits in use the preceding year.

HUD release: 4/1/2025

Effective: 4/1/2025

Implement on/before: 5/15/2025

2025 Income Limits and Rent Limits
Florida Housing Finance Corporation
Multifamily Rental Programs and CWHIP Homeownership Program

NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Pinellas County (Tampa-St.Petersburg- Clearwater MSA)	20%	14,600	16,680	18,780	20,860	22,540	24,200	25,880	27,540	29,204	30,873	365	391	469	542	605	667
	25%	18,250	20,850	23,475	26,075	28,175	30,250	32,350	34,425	36,505	38,591	456	488	586	678	756	834
	28%	20,440	23,352	26,292	29,204	31,556	33,880	36,232	38,556	40,886	43,222	511	547	657	759	847	934
	30%	21,900	25,020	28,170	31,290	33,810	36,300	38,820	41,310	43,806	46,309	547	586	704	813	907	1,001
	33%	24,090	27,522	30,987	34,419	37,191	39,930	42,702	45,441	48,187	50,940	602	645	774	895	998	1,101
	35%	25,550	29,190	32,865	36,505	39,445	42,350	45,290	48,195	51,107	54,027	638	684	821	949	1,058	1,168
	40%	29,200	33,360	37,560	41,720	45,080	48,400	51,760	55,080	58,408	61,746	730	782	939	1,085	1,210	1,335
	45%	32,850	37,530	42,255	46,935	50,715	54,450	58,230	61,965	65,709	69,464	821	879	1,056	1,220	1,361	1,502
	50%	36,500	41,700	46,950	52,150	56,350	60,500	64,700	68,850	73,010	77,182	912	977	1,173	1,356	1,512	1,669
	60%	43,800	50,040	56,340	62,580	67,620	72,600	77,640	82,620	87,612	92,618	1,095	1,173	1,408	1,627	1,815	2,003
	70%	51,100	58,380	65,730	73,010	78,890	84,700	90,580	96,390	102,214	108,055	1,277	1,368	1,643	1,898	2,117	2,337
	80%	58,400	66,720	75,120	83,440	90,160	96,800	103,520	110,160	116,816	123,491	1,460	1,564	1,878	2,170	2,420	2,671
	90%	65,700	75,060	84,510	93,870	101,430	108,900	116,460	123,930	131,418	138,928	1,642	1,759	2,112	2,441	2,722	3,004
	100%	73,000	83,400	93,900	104,300	112,700	121,000	129,400	137,700	146,020	154,364	1,825	1,955	2,347	2,712	3,025	3,338
	110%	80,300	91,740	103,290	114,730	123,970	133,100	142,340	151,470	160,622	169,800	2,007	2,150	2,582	2,983	3,327	3,672
	120%	87,600	100,080	112,680	125,160	135,240	145,200	155,280	165,240	175,224	185,237	2,190	2,346	2,817	3,255	3,630	4,006
	140%	102,200	116,760	131,460	146,020	157,780	169,400	181,160	192,780	204,428	216,110	2,555	2,737	3,286	3,797	4,235	4,674
Median: 98,400																	

59825

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

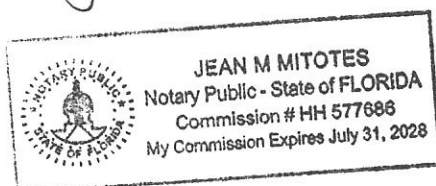
Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter Public Hearing was published in said newspaper by print in the issues of 10/15/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jessica Bowling
Sworn to and subscribed before me this **10/15/2025**

Signature of Notary of Public
Personally known ☒ or produced identification.
Type of identification produced _____

Jam



LEGAL NOTICE

NOTICE OF PROPOSED RESOLUTION TO NOT EXEMPT PROPERTY UNDER FLORIDA STATUTES SECTION 196.1978(3)(D)1.A

The City of Tarpon Springs, Florida, proposes to adopt the following Resolution:

RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, PURSUANT TO SECTION 196.1978(3)(O), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(D)1.A, FLORIDA STATUTES, COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION."; PROVIDING FOR FINDINGS; PROVIDING FOR SCRIVENER'S ERROR; AND FOR AN EFFECTIVE DATE.

A Public Hearing on the proposed resolution will be held before the **Board of Commissioners** on:

Tuesday, October 28, 2024 at 6:30 P.M.

THE PUBLIC HEARING WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time to time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Written comments may be addressed to the Planning & Zoning Department, (Phone (727) 942-5611), City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at www.ctsfl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or FAX a written request to (727) 943-4651.