



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, FEBRUARY 10, 2026 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION: Reverend Milton Smith, Chaplain Tarpon Fire Department

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

CONSENT AGENDA

1. Satisfaction/Release of Liens (**Irene Jacobs City Clerk**)
2. Special Events:
 - a. Tarpon Springs Downtown Book Festival 2026 (**Chris Cotta Public Works Director**)
 - b. TSHS Senior Picnic 2026 at Sunset Beach (**Chris Cotta Public Works Director**)
 - c. Garden Club Annual Plant Sale 2026 (**Chris Cotta Public Works Director**)
3. Attorney Fee: Unice Salzman, P.A. Invoice 89636 (**Andrew Salzman City Attorney, Charles Rudd City Manager**)
4. Award File No. 260088-N-JL, Single Source Purchase of Legal and Promotional Advertising (**Janina Lewis Procurement Services Director**)
5. Approval of Florida Department of Environmental Protection Grant Agreement Amendment LPA0229 (**Nick Makris Project Administration Assistant Director, P.J. Harbert Grant Project Specialist, Paige Tillison PS/ Project Administration Executive Assistant**)
6. Award File No. 260102-N-PH, Single Source Purchase of Public Safety Health Screenings (**Jeff Young Police Chief, Scott Young Fire Chief, Janina Lewis Procurement Services Director**)
7. Award File No. 260098-N-PH, Single Source Purchase of Caterpillar Original Equipment Manufacturer (OEM) Parts and Services (**Chris Cotta Public Works Director, Jake Schaff Fleet Manager, Janina Lewis Procurement Services Director**)
8. Award File No. 260091-N-AS, Peerless Pump Motor and Accessories (**Janina Lewis Procurement Services Director**)
9. Award File No. 260041-B-AS, Custom Sumitomo Mixer Assemblies (**Janina Lewis Procurement Services Director**)
10. Renew File No. 180070-C-JJ, Mobile Communications Services (**Suzanne Linton IT Director, Janina Lewis Procurement Services Director**)
11. Award File No. 260070-B-PH, Mangrove Trimming (**Chris Cotta Public Works Director, Janina Lewis Procurement Services Director**)

12. Award File No. 260085-C-PH, Lighting Repairs and Routine Maintenance (**Chris Cotta Public Works Director, Brandon Crum Facilities Management Superintendent, Janina Lewis Procurement Services Director**)
13. Approve Novation for File No. 250012-N-AS, Single Source Purchase of Rugged Machine to Machine (M2M) Gateway GPS Routers, Maintenance, Service, and Parts (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)
14. Increase File No. 230046-N-AS, Single Source Purchase of OnBase Software Maintenance and Support (**Suzanne Linton IT Director, Janina Lewis Procurement Services Director**)

BUSINESS ITEMS

15. Reconsideration of Harbour Watch Agreement Expiration (**Charles Rudd City Manager, Tom Kiger Public Services Director, Commissioner Panagiotis Koulias**)
16. Increase File No. 250189-N-AS, OVIVO OEM Parts & Service (**Janina Lewis Procurement Services Director**)
17. Appointment(s) to Marine Commerce Committee (**Irene Jacobs City Clerk**)
18. Appointment(s) to Heritage Preservation Board (**Irene Jacobs City Clerk**)
19. Appointment(s) to Budget Advisory Committee (**Irene Jacobs City Clerk**)
20. Appointment of Commissioner to Pinellas Suncoast Transit Authority (PSTA) Board (**Charles Rudd City Manager**)
21. Discussion and Direction on Food Trucks (**Charles Rudd City Manager, Renea Vincent Planning & Zoning Director, Vice Mayor Mike Eisner**)

ORDINANCES AND RESOLUTIONS

22. **Resolution 2026-04;** Conditional Use Approval for Tourist Home at 200 Grand Boulevard (Application 25-92)(**Quasi-Judicial**) (**Renea Vincent Planning & Zoning Director**)
23. **Resolution 2026-06;** Approval of Grant Application of the Public Services Dept. to Pinellas County Community Development Block Grant (CDBG) for the Splash Park Improvements Project (**Tom Kiger Public Services Director, P.J. Harbert Grant Project Specialist**)
24. **Resolution 2026-10;** Approval of Grant Application of the Project Administration Dept. to Pinellas County Community Development Block Grant (CDBG) for Community Center Doors and Restrooms Safety Improvements (**Tom Kiger Public Services Director, P.J. Harbert Grant Project Specialist**)
25. **Resolution 2026-09;** Budget Resolution Amending the Budget for FY 2025-26 (**Ashley Kimpton Finance Director**)
26. **Resolution 2026-11;** Designating Public Works Employees as First Responders as Federally Mandated by the President of the United States (**Chris Cotta Public Works Director, Charles Rudd City Manager, Commissioner Frank DiDonato**)
27. **Resolution 2026-12;** Creating a One-Time Incentive Program for Connection of Existing Residents and Legacy Properties to City Utility Service (**Tom Kiger Public Services Director, Charles Rudd City Manager**)

BOARD AND STAFF COMMENTS

ADJOURNMENT

OFFICE OF THE CITY CLERK

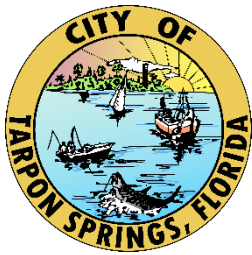
INTER-DEPARTMENTAL MEMO

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

SUBJECT: SATISFACTION/RELEASE OF LIENS REGULAR SESSION February 10, 2026

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
Stavros Tsalickis	Utility Lien	1111-271203091
Brett Randolph Morris	Utility Lien	83699-271305048
Elysee Sun, LLC	Utility Lien	60853-271202644



**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: February 10, 2026

Subject: Special Event – Tarpon Springs Downtown District Book Festival
April 25, 2026

Recommendation:

That the Mayor and Board of Commissioners approve the Special Event application for the Tarpon Springs Downtown District Book Festival to be held on April 25, 2026, and the temporary closure of Mother Meres Parking Lot, and E. Court Street. Vendors will be placed on both sides of E. Court Street and Mother Meres parking lot. Music will be placed on E. Court Street or Mother Meres parking lot.

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been reviewed and approved by the Special Events Review Committee.

The event hours will be from 10:00 a.m. to 4:00 p.m. with set up starting at 7:00a.m. and tear down at 6:00 p.m. This event will consist of music, vendors and food. Proceeds will be used to advertise other events and promote Tarpon springs Downtown District.

All road closures have been coordinated and approved by the TSPD, and set-up and clean-up will be the event sponsors responsibility, Tarpon Springs Downtown District Inc.

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C and the Sponsor's application on record.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: January 5th , 2025

Name of Event: 2026 Tarpon Springs Book Festival

Date(s) of Event: Saturday, April 25th, 2026

Alternate Date(s): N/a

Hours of Event: 10 AM-4 PM

Set up/break down time needed: stage & bathrooms in place at least one day before event; 7 AM day of setup, 6 PM teardown

Type/Purpose of Event: Fundraiser for the Tarpon Springs Downtown District Inc. organization and to bring foot traffic to downtown Tarpon. The event includes food vendors, retail vendors, and live stage entertainment.

Location of Event (include map for parade/procession routes with assembly and disband points): E Court Street & Mother Meres parking lot

If Closure of City Parking is needed, please check street:

Mother Meres X Tarpon Ave. Orange St. Court St X

Other: also requesting closure of side street between Wells Fargo and Cultural Center to be designated as featured author/speaker parking

Disposition of Proceeds: Pay for expenses of the event and advertising of other Tarpon Springs Downtown District events.

Applicant Information:

Name of Organization: Tarpon Springs Downtown District Inc.

Registered Nonprofit Org.: Yes X No or City Department

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

Individual to Contact: Cody Bracy

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

Alternative Contact: Casey Smith

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

Alternative Contact: Julia Bodwell

(Telephone #) 727-608-8362 (email) thegildedpagebookstore@gmail.com

General Information:

Number of Vendors: 100-200 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): public parking lots and side street parking, municipal lot on W. Court St (for large vehicles & trailers) and parking lot on W Tarpon Ave (for cars and small vehicles)

Approximate Number of Attendees: 4000-5000 (based on last year's 3.9K attendees) Entrance Fee: free

Location for Attendee Parking: public parking lots & side streets; also requesting use of Splash Park as off-site parking, to be shuttled to/from event

Will Private Security be Provided: Yes No ☒ Name of Private Company: _____

Will the Following be Provided: Traffic Control: Yes ☒ No Crowd Control: Yes ☒ No

Will Music be Provided: Yes ☒ No Hours of Play: 10 am-4 pm Band: DJ: Other: radio through PA speakers during speaking intermissions

Type & Location of Toilet Facilities: requesting city restrooms be delivered in Mother Meres parking lot day before. If unavailable, port-o-potties will be ordered.

Tent or Other Structure: Yes ☒ No Type of Structure: tents

How will Structure be Secured: with weights, as required

Solid Waste Collection/Disposal: Yes ☒ No Dumpster: Rolloff: Other: will hire City employee starting 12 PM until finish

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes No ☒ Name of Company Providing Rides: _____

Types of Rides: _____

Is Diagram of Layout Attached: Yes ☒ No

Will Food/Beverages be Served: Yes ☒ No Cooked on Site: ☒ Catered: Sold: ☒ Given Away: ☒

Will Alcoholic Beverages be Served: Yes No ☒

Type of Alcoholic Beverages: _____

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: ☒ How many: as needed per TSPD

Cones: ☒ How many: as needed per TSPD

Portable Stage: ☒ Location: NE corner of Mother Meres parking lot (by mural wall & power banks); size requested 31' L x 8.5' W x 3' H, **unless smaller stage is available; wheelchair/ADA accessible**

Electricity Needed: ☒ Where: Mother Meres parking lot

Public Restrooms: ☒ Hours of Opening/Closing: 8 AM to 6 PM

Street Banners: ☒ Location: city approved locations

Electric Message Board: ☒ 1 week prior

Additional City Trash Cans: ☒ asking for 1 temporary can added next to each permanent can

Directional Parking Signs: ☐ Locations: _____

Other: requesting use of city tables & chairs (located in storage trailer)

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

Yes ☒ No ☐ N/A

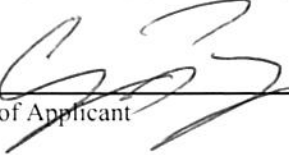
If not, when will it be sent:

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: as soon as received from ins co

I (we) agree that it is my (our) responsibility to clean up after the conclusion of the special event: Yes ☒ No ☐

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

1/5/2026

Legend

- 12

E Lemon St

NOAA, U.S. Navy, NGA, GEBCO

Airbus

Answers



TARPON SPRINGS POLICE DEPARTMENT

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

Tarpon Springs Police Extra Duty Detail Application Rules

Thank you for inquiring about the availability of off-duty officers for security services or other related functions. In compliance with Tarpon Springs Police Department General Order #122, this application is required to engage the extra-duty services of police officers for public safety, health and welfare services in addition to those already provided to the public. It is understood that this is a non-binding agreement. The Police Department may cancel this request without advance notice or cause at any time. The Tarpon Springs Police Department will attempt to place officers during the requested dates and hours. Because of emergencies, inability to find an Officer to work this detail or other unforeseen circumstances, this request may not be filled when requested. The Tarpon Springs Police Department will not permit an Officer to work an assignment that is deemed as a conflict of interest.

The following represents the hourly rate associated with this service, beginning October 1, 2022

Fees

\$50.00 (per hour) Regular	\$60.00 per hour for requests received within 72 hours of the date of the event	\$60.00(per hour) Premium
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There is a three (3) hour minimum on all off-duty employment.

In accordance with the current collective bargaining agreement between the City of Tarpon Springs and the Pinellas County Police Benevolent Association Inc., the following holidays will be charged at a Premium rate:

Thanksgiving Day
Christmas Eve Day (December 24)
Christmas Day (December 25) New
Years Eve (December 31) New Years
Day (January 1)

Cancellations

Job cancellations must be made at least two (2) hours **prior** to the scheduled starting time of the detail (with exception of a natural disaster) and must be called in to the Patrol Supervisor at 727-938-2849.

The (3) hour minimum shall apply to cancellations not meeting this requirement. If the time worked is greater than half the assigned time, the officer will be paid for the full time of the assignment scheduled.

Applicant's signature of understanding



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

"A Full Service Accredited Law Enforcement Agency"





TARPON SPRINGS POLICE DEPARTMENT

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Jeffrey P. Young
CHIEF OF POLICE

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 Major John Gibson for additional information:
Office Phone number: 727-938-2849 ext. 1670 or by e-mail JGIBSON@TSPD.US**


Applicant's signature of understanding



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WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





TARPON SPRINGS POLICE DEPARTMENT

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

Extra Duty Detail Application

Business Name: Tarpon Springs Downtown District Phone Number: 602-488-1383
 Address of event: Court Street + Mother Mercedes
 Applicant Name: Cody Bracy Phone Number: 602-488-1383
 Applicant's Address: 155 E Tarpon Ave, Ste 4, Tarpon Springs 34689
 Applicant's Date of birth: 1-25-1986 Email address: Cody@cohatch.com
 Applicant's Driver's License Number: B620-110-88-025-0 State: FL
 Contact Person at the event: Cody Bracy
 Type of event: Book Festival
 Will alcohol be served at the event? YES ☐ NO ☒ Number of expected Participants: 5,000
 Requested Officer Duties(please be specific):

crowd control, remove cars from event area for setup

How Many Officers do you require: _____ Police Vehicle Required: YES NO
 Starting Date: 4/25 Ending Date: 4/25 Starting Time: 9am Ending Time: 4pm

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: _____



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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



City of Tarpon Springs
Special Event
Designated Vendor Parking

To be submitted to the Public Works Department along with the Special Events Application.

General Information:

Name of Event: Tarpon Springs Book Festival

Date of Event: 4/25/26

Designation Location for Vendor Parking: One-way side street
between Wells Fargo + Cultural Center for
designated reserved author/speaker parking

Owner/Agent of Designated Parking Area Signoff:

Owner/Agent Name (print)

Owner/Agent Signature

Owner/Agent Title

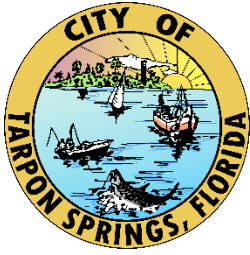
Date

Event Sponsor Signoff:

I have read and completed this form, and it is true and correct to the best of my knowledge.

[Signature]
Event Sponsor Signature

1-5-2026
Date



**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: February 10, 2026.

Subject: Special Event – Tarpon Springs High School Senior Picnic
March 13, 2026.

Recommendation:

That the Mayor and Board of Commissioners approve the Tarpon Springs High Schools' special event application for the Senior Picnic at Sunset Beach. Tarpon Springs High School is organizing this event.

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

The Event will be from 8:00am to 1:30pm at Sunset Beach. Food and beverages will be served to the 100 attendees, which includes students and staff.

All set-up and clean-up will be the event sponsor's, Tarpon Springs High School responsibility.

Approval of this event authorizes the sponsor/user the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C and the sponsor's application on record.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 10/27/2025
Name of Event: Tarpon Springs High School Senior Picnic
Date(s) of Event: 03/13/2026
Alternate Date(s): _____
Hours of Event: 8:00 am – 1:30pm
Set up/break down time needed: _____
Type/Purpose of Event: _____

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

If Closure of City Parking is needed, please check street:

Mother Meres ☐ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐

Other: _____

Disposition of Proceeds: N/A

Applicant Information:

Name of Organization: Tarpon Springs High School
Registered Nonprofit Org.: Yes ☒ No ☐ or City Department ☐
Organizations Address: _____
Individual to Contact: Daniel Dupuis
(Telephone #) 401-203-6813 (email) dupuisd@pcsb.org
Alternative Contact: Leza Fatolitis
(Telephone #) 727-430-0089 (email) FATOLITISLE@pcsb.org

General Information:

Number of Vendors: 1 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): _____

Approximate Number of Attendees: 100 Entrance Fee: \$ 0

Location for Attendee Parking: Tarpon Springs High School

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: _____

Will the Following be Provided: Traffic Control: Yes ☐ No ☒ Crowd Control: Yes ☐ No ☒

Will Music be Provided: Yes ☐ No ☒ Hours of Play: _____ Band: ☐ DJ: ☐ or

Other: _____

Type & Location of Toilet Facilities: Beach Restrooms

Tent or Other Structure: Yes ☐ No ☒ Type of Structure: _____

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: _____

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides: _____

Types of Rides: _____

Is Diagram of Layout Attached: Yes ☐ No ☒

Will Food/Beverages be Served: Yes ☒ No ☐

Cooked on Site: ☐ Catered: ☒ Sold: ☐ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒

Type of Alcoholic Beverages: _____

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: ☐ How many: _____

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☐ Where: _____

Public Restrooms: ☒ Hours of Opening/Closing: _____

Street Banners: ☐ Location: _____

Electric Message Board: ☐ _____

Additional City Trash Cans: ☐ _____

Directional Parking Signs: ☐ Locations: _____

Other: _____

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

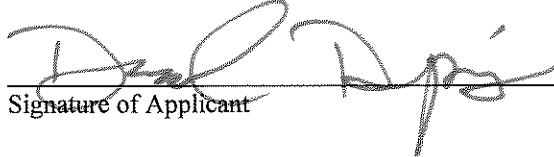
Yes ☐ No ☐ N/A ☐

If not, when will it be sent: _____

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: _____

I (we) agree that it is my (our) responsibility to clean up after the conclusion of the special event: Yes ☒ No ☐

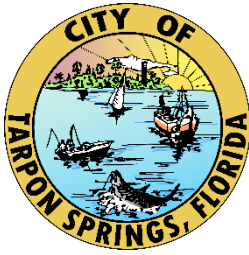
I (we) have read and completed this application, and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand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



Signature of Applicant

10-27-25

Date



**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: February 10, 2026.

Re: Special Event – Garden Club of Tarpon Springs Annual Plant Sale
March 21, 2026

Recommendation:

That the Mayor and Board of Commissioners approve the Garden Club's special event application for the "Annual Plant Sale" on Saturday, March 21, 2026, and the temporary closure of Mother Meres Parking Lot.

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based on previous years' events.

The hours of the event will be from 9:00 a.m. to 1:00 p.m., with setup beginning at 7:30 a.m. and cleanup ending by 1:30 p.m. Proceeds will be used to support the Garden Club.

All set-up and clean-up will be the event sponsor's, (Garden Club) responsibility.

Approval of this event authorizes the sponsor/user the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C and the sponsor's application on record.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 4-11-2025
Name of Event: Garden Club Annual Plant Sale
Date(s) of Event: Sat, March 21, 2026
Alternate Date(s): _____
Hours of Event: 9am - 1pm
Set up/break down time needed: 730 am 130 pm
Type/Purpose of Event: Plant Sale

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

If Closure of City Parking is needed, please check street:

Mother Mears ☒ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐

Other: _____

Disposition of Proceeds: Garden Club Philanthropies

Applicant Information:

Name of Organization: Garden Club of Tarpon Springs
Registered Nonprofit Org.: Yes ☒ No ☐ or City Department ☐
Organizations Address: PO Box 1962 TS FL 34688
Individual to Contact: Linda Eisner
(Telephone #) 516 524-1358 (email) Linda Eisner 1515@gmail.com
Alternative Contact: Vicky Lumley
(Telephone #) 727-871-6509 (email) vlumley08@icloud.com

General Information:

Number of Vendors: 10 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): Street Parking

Approximate Number of Attendees: 100 Entrance Fee: \$ 0

Location for Attendee Parking: street + mother mears lot 1/2 of it.

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: _____

Will the Following be Provided: Traffic Control: Yes ☐ No ☒ Crowd Control: Yes ☐ No ☒

Will Music be Provided: Yes ☐ No ☒ Hours of Play: _____ Band: ☐ DJ: ☐ or

Other: _____

Type & Location of Toilet Facilities: Local stores

Tent or Other Structure: Yes ☐ No ☒ Type of Structure: _____

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: _____

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides: _____

Types of Rides: _____

Is Diagram of Layout Attached: Yes ☐ No ☐

Will Food/Beverages be Served: Yes ☐ No ☒

Cooked on Site: ☐ Catered: ☐ Sold: ☐ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒

Type of Alcoholic Beverages: _____

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: OR ☒ How many: 4 - Two at each entrance to mears lot
Cones: ☐ How many: _____
Portable Stage: ☐ Location: _____
Electricity Needed: ☐ Where: _____
Public Restrooms: ☐ Hours of Opening/Closing: _____
Street Banners: ☒ Location: mother mears lot
Electric Message Board: ☒ _____
Additional City Trash Cans: ☐ _____
Directional Parking Signs: ☐ Locations: _____
Other: _____

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

Yes ☐ No ☐ N/A ☒

If not, when will it be sent: _____

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: Feb 2026

I (we) agree that it is my (our) responsibility to clean up after the conclusion of the special event: Yes ☒ No ☐

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.

Linda Eisner
Signature of Applicant

4-11-25
Date

UNICE SALZMAN, P.A.
ATTORNEYS AT LAW
1815 Little Road, 2nd Floor
Trinity, Florida 34655
727-723-3772
Tax I.D No. 59-3664875

City of Tarpon Springs
324 E. Pine St.
Tarpon Springs FL 34689

Attn: Charles Rudd



Page: 1
February 02, 2026
Account No: 1924-0000M
Invoice No: 89636

City of Tarpon Springs/General

			<u>Description</u>	<u>Hours</u>	
01/05/2026	AJS		Review correspondence from Patty Hall; Review and analysis of Bid documents regarding Mangrove trimming; Prepare e-mail to Patty Hall; Review correspondence from City Manager; Review and analysis of issue; Prepare e-mail to City Manager regarding shuttle; Review correspondence from and prepare an email to Jamie Taylor regarding resolution.	2.80	630.00
01/06/2026	AJS		Review correspondence from Patty Hall; Review and analysis of Traffic Control documents; Prepare e-mail to Patty Hall; Review correspondence from Chief Mathis; Analysis of issues regarding fireworks; Prepare e-mail to Chief Mathis; Review correspondence and analysis of Commission Rules of Procedure; Prepare e-mail to City Clerk.	3.20	720.00
01/08/2026	EBE AJS		Prepare for and attend Tarpon Springs Code Enforcement meeting. Review correspondence from City Manager; Review contract; Prepare e-mail to City Manager with draft changes; Review correspondence from PJ Harbert; Review and analysis of Second Amendment to FDEP Agreement; Prepare e-mail to PJ Harbert; Review correspondence from Anela Saday; Review and analysis of renewal documents regarding Reverse Osmosis Water Facility; Prepare e-mail to Anela Saday.	2.50 3.60	400.00 810.00
01/09/2026	EBE AJS		Review and analyze email correspondence from Chloe Seigfried, discussing upcoming Heritage Preservation Board Meeting. Review correspondence from Patty Hall; Review and analysis of contract extension document regarding Flock Safety; Prepare e-mail to Patty Hall; Review correspondence from Florida League regarding litigation; Review communications regarding Non Ad Valorem Revenue Note; Review Request for Production regarding same.	0.10 2.70	16.00 607.50
01/12/2026	AJS		Review correspondence from Renea Vincent; Review correspondence from Daniel Edgell regarding 17 West Orange Street; Review correspondence from Heritage Board; Prepare e-mail to Heritage Board regarding meeting procedure.	0.50	112.50
01/13/2026	AJS		Prepare for and attend office hours; Telephone conference with Mayor		

			Hours	
	AJS	Koulianos; Review Summons regarding Orta litigation; Review correspondence from Florida League regarding claims; Review demand. Prepare for and attend Commission meeting.	4.50 3.20	1,012.50 720.00
01/14/2026	AJS	Telephone conference with Mayor Koulianos regarding several issues.	0.40	90.00
01/20/2026	AJS	Review correspondence from and prepare an email to the Building official regarding correspondence concerning the stop work order; Telephone conference with Commissioner Eisner.	0.90	202.50
01/21/2026	AJS	Review correspondence from City Manager; Review and analysis of Land Restriction Agreement; Prepare e-mail to City Manager.	0.90	202.50
01/22/2026	AJS	Review correspondence from Sergeant Miller; Review and analyze agreements; Prepare an email to Sergeant Miller.	1.00	225.00
01/23/2026	AJS	Prepare for and attend office hours.	4.20	945.00
01/26/2026	AJS	Prepare for and attend the Planning and Zoning meeting.	2.00	450.00
01/27/2026	AJS	Prepare for and attend office hours; Prepare for and attend Commission meeting.	3.00	675.00
01/28/2026	EBE	Review and analyze email correspondence from Chloe Siegfried, discussing upcoming Tarpon Springs Heritage Preservation Board meeting.	0.10	16.00
	AJS	Review correspondence from Anela Saday; Review and analysis of Peerless Pump Motor Contract; Prepare e-mail to Anela Saday.	0.70	157.50
01/29/2026	AJS	Review correspondence from Florida League regarding liability claim; Review correspondence from Patty Hall; Review and analysis of workers' compensation issue; Prepare e-mail to Patty Hall; Review correspondence from Sycamore Engineering regarding shops at Meres; Review correspondence from PJ Harbert; Review and analysis of resolution; Prepare e-mail to PJ Harbert; Review correspondence from Anela Saday; Review and analysis of OEM Replacement Parts; Prepare e-mail to Anela Saday.	1.60	360.00
01/30/2026	AJS	Review correspondence from Patty Hall; Review and analysis of Public Safety Health Screening; Prepare e-mail to Patty Hall; Review correspondence from Commissioner Koulias; Analysis of same; Prepare e-mail to Commissioner Koulias; Review correspondence from Bob Robertson; Prepare e-mail to Bob Robertson; Review correspondence from Patty Hall; Review and analysis of Caterpillar OEM documents; Prepare e-mail to Patty Hall.	2.20	495.00
		For Current Services Rendered	40.10	8,847.00
		Total Current Work		8,847.00
		Balance Due		<u>\$8,847.00</u>



Memorandum

Date: February 10, 2026
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Award File No. 260088-N-JL, Single Source Purchase of Legal and Promotional Advertising (**Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260088-N-JL, Single Source Purchase of Legal and Promotional Advertising to the Tampa Bay Times, in an amount not to exceed \$75,000, for the period of February 21, 2026, through February 20, 2027, for various City departments. Purchase orders will only be issued against approved budgets.

Background

City Ordinance and State Statute requires that legal advertising shall be advertised in a newspaper of general circulation in the county in which said municipality is located. The Tampa Bay Times is in St. Petersburg, Pinellas County, Florida. The Tampa Bay Times also has the largest circulation of the newspapers published in Pinellas County and for this reason, promotional advertising is included. The estimated amount will cover any additional expenses during this year's election information and additional advertising announcements due to board date changes. Approximately \$40,000 has been expended during the previous year.

Funding

Funding will be identified as requirements arise.

Strategic Plan Objective

N/A

Classified Legal Rates

Legal Category Rates

Legal rates are applicable to the Legal category in BayLink Classified and Court ordered notices publishing outside of the Classified section. These rates are NON-commissionable..

Payment Information

For your convenience, we accept VISA, MasterCard, Discover and American Express credit and check cards; checks; money orders or in-person cash payments. All rates are net cash with order unless credit has been approved. Where credit is extended, invoices are payable on terms stipulated. No prompt payment discount. Accounts past due will be charged 18% annual interest and may incur additional expenses should the use of a collection agency, attorney or both be required. Claims for errors in billing must be made within 30 days of date of invoice to be considered. Rates can be revised with 30 day's written notice.

Deadlines & Creative

Space reservations must be made in accordance with the deadline for regular proofing procedure. See Publication Deadlines. Advertisers are entitled to one initial proof, and if necessary, one revised proof. Advertiser accepts the responsibility for error when late copy/artwork is provided since no proof will be shown. Deadlines indicate when ad materials are due in the *Times* Creative Marketing Department in downtown St. Petersburg.

To advertise

Pinellas County
1.800.333.7505 ext. 8358
Email us:
legals@tampabay.com

Pasco County
1.800.333.7505 ext. 6288
Email us:
legalsnorth@tampabay.com

Hernando & Citrus Counties
1.800.333.7505 ext. 1454
Email us:
legalsnorth@tampabay.com

Hillsborough County
1.800.333.7505 ext. 6223
Email us:
legalsnorth@tampabay.com

LEGAL RATES PER LINE PER DAY

A three-line minimum is required for any edition.
Rates are per line per day, and include your ad text online unless otherwise noted.

LEGAL RATES BAYLINK DISPLAY ADS

Rates are per column inch. Rates include your text online unless otherwise noted.

FICTITIOUS NAMES

Up to 12 Lines 1 Day
Additional per-line cost

FULL RUN	All Pinellas	Pasco	Hernando/ Citrus	Hillsborough
\$95.00*	\$55.00*	\$25.00*	\$25.00*	\$55.00*
\$3.20	\$2.75	\$1.10	\$1.10	\$2.75

*This price includes a \$2.00 affidavit fee.

FORECLOSURE ACTIONS

Up to 165 Lines 2 Days
Up to 165 Lines 4 Days
Additional per-line cost

\$200.00	\$155.00	\$135.00	\$140.00	\$155.00
\$400.00	\$310.00	\$270.00	\$280.00	\$310.00
\$6.45	\$5.15	\$4.60	\$4.75	\$5.15

TAX DEEDS

Up to 40 Lines 2 Days
Up to 40 Lines 4 Days
Additional per-line cost

\$150.00	\$100.00	\$70.00	\$84.00	\$100.00
\$300.00	\$200.00	\$140.00	\$168.00	\$200.00
\$3.75	\$2.50	\$1.75	\$2.10	\$2.50

ROP RATES

Edition	Sunday Column Inch Rate	Weekday Column Inch Rate
Full Run	\$159.00	\$110.00
Local / Pinellas B	\$73.00	\$67.00
Local / Hillsborough B	\$73.00	\$67.00
Local / North Suncoast B	\$37.00	\$26.00

Edition (Friday Only)	Friday Column Inch Rate	Edition (Friday Only)	Friday Column Inch Rate
St. Pete Times St. Petersburg	\$13.00	Tribune City	\$9.00
St. Pete Times Beaches	\$8.00	Tribune North	\$17.00
St. Pete Times Mid County	\$15.00	Tribune SE	\$15.00
N. Pinellas/Clearwater Times	\$20.00		
Pasco Times	\$19.00		
Hernando Times	\$8.00		

Affidavit Charge \$2.00

Call toll-free nationwide **1-800-333-7505** ext **8358**
or fax your ad to **727-892-2902**.



Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: February 10, 2025
To: Mayor, Board of Commissioners, and City Manager
Through: Bob Robertson, Project Administration Director RRR
From: P.J. Harbert, Grant Project Specialist
Paige Tillison, PS/Project Administration Executive Assistant
Subject: Florida Department of Environmental Protection LPA0229

Recommendation

Approval is recommended for the Mayor or his designee per City resolution to execute a standard grant agreement amendment with the Florida Department of Environmental Protection. The purpose of this amendment is to extend the length of the agreement by extending its termination date from 04/30/2027 to 02/28/2029 and to allow for a small portion of the grant funds allocation transfer in funds allocation from construction to design. This purpose of this grant is to assist in funding the Sponge Docks Flooding Abatement Project.

Summary

Through the proposed amended agreement, the Florida Department of Environmental Protection has agreed to amend the length of the original grant agreement by extending its termination date to 02/28/2029 in order to complete construction. It also allows for a transfer in budget categories. This does not require any budgetary changes on behalf of the City or the State. There is no match required from the City for this grant.

The amended agreement document is attached.

The City Attorney has reviewed this document.

Signature: 

Email: rrobertson@ctsfl.us

Signature:

Email: ptillison@ctsfl.us

**AMENDMENT NO. 2
TO AGREEMENT NO. LPA0229
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF TARPON SPRINGS**

This Amendment to Agreement No. LPA0229 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Tarpon Springs (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Tarpon Springs Sponge Docks Flooding Abatement (Project), effective January 20, 2022; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to add a new task to the Grant Work Plan; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to design delays; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to February 28, 2029. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. The following is hereby added to Attachment 1 in Section 8:
State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

3. Section 11. of Attachment 2 is hereby revised as follows:

Subcontracting

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

4. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.
5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
6. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF TARPON SPRINGS

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

John Koulianos, Mayor
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Victoria Boyd, DEP Grant Manager

Kate Pace, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-2	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-2 REVISED GRANT WORK PLAN

PROJECT TITLE: Tarpon Springs Sponge Docks Flooding Abatement

PROJECT LOCATION: The Project will be located in the City of Tarpon Springs within Pinellas County; Lat/Long (28.1554, -82.7604). See Figure 1 for a site plan.

PROJECT BACKGROUND: The City of Tarpon Springs (Grantee) has prioritized addressing frequent flooding on the Tarpon Springs Sponge Docks to mitigate high-water impacts to local residents and businesses. The Grantee has formed a two-phase approach to resolve the issue and has currently installed three (3) tidal check valves to eliminate normal tidal flooding. The tidal check valves are unable to prevent flooding during high tides coinciding with heavy rain events, which will require additional stormwater improvements to prevent flooding. The Project will include installing upgraded stormwater conveyance piping, infrastructure, and a stormwater pumping system.

PROJECT DESCRIPTION: The Grantee will construct stormwater improvements for the Tarpon Springs Sponge Docks. The Project will include construction of approximately 1,072 linear feet of piping, a partially rebuilt seawall segment, and a 20 ft x 7 ft storm water pumping station with vault.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the stormwater improvements and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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Task 2: Construction

Deliverables: The Grantee will construct Tarpon Springs Sponge Docks Flooding Abatement in accordance with the final design.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

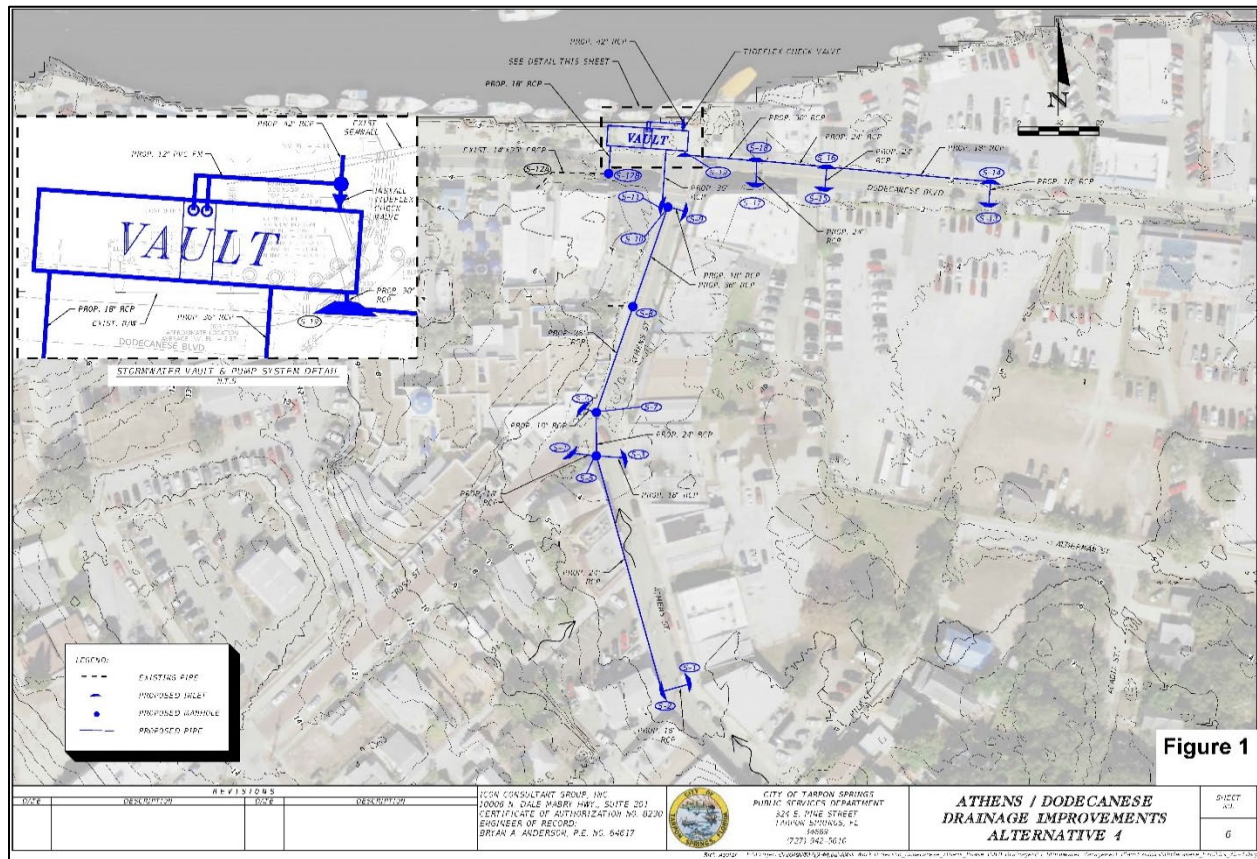
PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$428,478.64	07/01/2021	08/31/2028
2	Construction	Contractual Services	\$1,309,911.36	07/01/2021	08/31/2028
Total:			\$1,738,390.00		

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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Figure 1: Site Plan



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5-1

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Water Quality Restoration Projects – LI 1607A	\$1,738,390.00	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$1,738,390.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.



Memorandum

Date: February 10, 2026
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260102-N-PH, Single Source Purchase of Public Safety Health Screenings (**Jeff Young Police Chief, Scott Young Fire Chief, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260102-N-PH, Single Source Purchase of Public Safety Health Screenings to Life Extension Clinics, Inc., d/b/a Life Scan Wellness Centers (Life Scan), effective February 28, 2026 through February 27, 2027, in an estimated amount not to exceed \$81,000, for the Police and Fire Departments.

Background

The City has 57 sworn police officers that undergo annual physicals to ensure they are in good physical condition and able to perform the physical demands of their job. The City also has 46 firefighters that are required by the National Fire Protection Association to undergo annual medical exams. The services offered by Life Scan provides the required medical exams and early detection testing for various major diseases. All exams are completed at the Public Safety Complex while the firefighter or police officer is on-duty. The requested award amount includes a 4-6% contingency to cover medical exams for new hires and additional necessary testing (see attached memos). The purchase of medical services is exempt from competition pursuant to Florida State Statute 287.057. Life Scan is contracted with other Florida agencies, including the City of Clearwater RFP No. 53-23, and the price offered to the City is consistent with their lowest contract price.

Funding

001-1002-521-3100 FY26 Police Department - \$41,000 and 001-1102-522-3100 FY26 Fire Department - \$40,000

Strategic Plan Objective

N/A



TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: John Gibson, Major Administration Division 

Date: January 14, 2026

Ref: Life Scan Wellness Centers contract renewal

The Police Department (PD) is requesting authorization to award a Single Source Purchase contract for Public Safety Health Screenings to Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers, effective February 28, 2026 through February 27, 2027, in an amount not to exceed \$41,000.00.

Life Scan Wellness Centers will provide onsite, comprehensive medical examinations for all fifty-seven (57) sworn law enforcement officers. The requested amount reflects historical departmental expenditures for these services and includes adjustments to account for current contract rates and anticipated new hires.

The purchase of medical services is exempt from competitive solicitation pursuant to Florida State Statute 287.057. Life Scan Wellness Centers currently provides similar services under contracts with other Florida agencies, including the City of Clearwater (RFP No. 53-23), and has offered the City consistent pricing in line with their lowest contracted rates.

Funding for this will come out of account:
Professional Services FY26 001-1002-521.31-00



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





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*

MEGAN ARAYA

*EM Coordinator
Floodplain Administrator
maraya@tsfr.us*

SCOTT YOUNG

*Fire Chief
syoung@tsfr.us*

RICHARD WALSH

*Deputy Chief
Administration
rwalsh@tsfr.us*

KEVIN WODRICH

*Fire Marshal
kwodrich@tsfr.us*

To: Janina Lewis, Procurement Director
From: Deputy Chief Craig Misener
Date: January 14, 2026
Reference: Life Scan Wellness Contract Renewal

Purchasing,

Tarpon Springs Fire Rescue is requesting authorization to award a Single Source Purchase of Public Safety Health Screenings contract to Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers, effective February 28, 2026, through February 27, 2027, in an estimated amount not to exceed \$40,000.00.

Life Scan Wellness Centers performs comprehensive Medical Exams on-site for all forty-six (46) Firefighters. The requested amount reflects historical departmental spending for these services and is adjusted to reflect current contract rates and expected new hires.

The purchase of medical services is exempt from competition pursuant to Florida State Statute 287.057. Life Scan is contracted with other Florida agencies, including the City of Clearwater RFP No. 53-23, and the price offered to the City is consistent with their lowest contract price.

Funding for Life Scan Physicals: Account 001-1102-522.31-00

Respectfully,

Deputy Chief Craig Misener



Memorandum

Date: February 10, 2026
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260098-N-PH, Single Source Purchase of Caterpillar Original Equipment Manufacturer (OEM) Parts and Services (**Chris Cotta Public Works Director, Jake Schaff Fleet Manager, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260098-N-PH, Single Source Purchase of Caterpillar OEM Parts and Services to Ring Power Corporation, for the period of February 4, 2026, through February 3, 2027, in an estimated annual amount of \$120,000 for Public Works Department - Fleet Maintenance Division.

Background

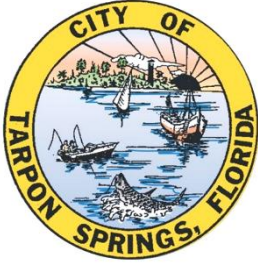
The purpose of this contract is to provide Caterpillar OEM parts and service for equipment. The City currently owns approximately twenty (20) pieces of Caterpillar branded equipment to include forklifts, front end loaders, backhoes, bulldozers, excavators, and skid steers. This equipment is essential for various City departments' work. Ring Power Corporation is currently the only Caterpillar OEM parts and service dealer in the Tampa Bay area (see attached memo). A single source notification was posted on the City's bidding website, Bonfire, and the Procurement Services Department received no challenges to this notification.

Funding

Funding will be identified as parts and services are needed.

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Services Director

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

From: Jake Schaff, Fleet Manager *Jake Schaff*

Date: January 12, 2026

Re: Authorize File No. 260098-N-PH, Single Source Purchases of Caterpillar OEM Equipment, Parts, and Service with Ring Power Corporation

Recommendation:

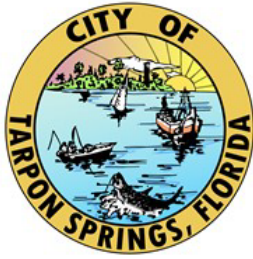
Authorize single source Contract File No. 260098-N-PH, with Ring Power Corporation, effective February 4, 2026, through February 3, 2027, in an estimated annual amount of \$120,000, for the Public Works Department- Fleet Maintenance Division.

Background:

The City currently owns and operates approximately 20 units of Caterpillar brand equipment, including front-end loaders, backhoes, excavators, skid steers, and a bulldozer. Proper maintenance of this equipment is essential to Public Works and Public Services operations and longevity of the equipment's lifespan. Ring Power Corporation is the sole authorized dealer for Caterpillar OEM parts and services in the Tampa Bay area. Authorization of this contract will allow Fleet to make as needed purchases of Caterpillar OEM equipment, parts and services required to maintain the City's Caterpillar equipment.

Funding:

Funding will be determined as orders are placed.



CITY OF TARPON SPRINGS, FL

Procurement Services

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

NOTICE OF INTENT TO SINGLE SOURCE

FILE NUMBER: 260098-N-PH

Caterpillar OEM Parts and Service

The City of Tarpon Springs intends to recommend the award of a single source purchase agreement for an estimated annual amount of \$150,000.00 to Ring Power Corporation for Caterpillar equipment, parts and service.

Contractors who believe they can meet or exceed the above stated requirement must provide convincing technical data sufficient to support their position. The City of Tarpon Springs Procurement Services office must receive replies to this notice not later than close of business on January 28, 2026. After this date, an award will be made. Responses to this notice will be used to determine whether bona fide competition exists.

Send written responses to City of Tarpon Springs Procurement Services, 324 E. Pine St., Tarpon Springs, Florida, 34689, Attention Patty Hall, CPPB, Senior Procurement Analyst, or email to phall@ctsfl.us. For further information call (727) 943-4870.



Memorandum

Date: February 10, 2026
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 260091-N-AS, Peerless Pump Motor and Accessories (**Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260091-N-AS, Single Source Purchase of Peerless Pump Motor and Accessories to Hydra Service(s), Inc., in an estimated annual amount not to exceed \$40,000, for a one (1) year period, effective from the date of award for the Public Services Department – Advanced Wastewater Treatment Facility (AWTF).

Background

The AWTF standardized to Peerless Pump equipment at the reclaimed water pump station in 2023, based on its reliable performance and value. The purpose of this contract is to provide recommended spare parts to minimize equipment downtime and properly maintain reuse system distribution pressures for residents. The requested authorization will include the purchase of one (1) OEM motor, seal, and other spare parts as needed for AWTF (see attached memo). Hydra Service(s), Inc. is the sole source supplier for Peerless Pump products in Florida's panhandle municipal market for water and wastewater utilities. Procurement Services posted a Notice of Intent to Single Source, and no objection was received.

Funding

FY26-27 budgets; account nos. 402-4603-536.4600, 402-4603-536.5200 - AWTF

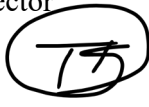
Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: January 16, 2026
To: Janina Lewis, Procurement Services Director
Through: Thomas Kiger, Public Services Director
Raymond Page, Utilities Superintendent 
From: Robert Marcincuk, Wastewater Division Manager
Andrew Jones, Wastewater Treatment Facility Chief Operator
Subject: Authorize as needed single source equipment and parts purchases from Hydra Service, Inc.

Recommendation

Authorize as needed single source purchases of equipment and replacement parts from Hydra Service, Inc. for maintaining two Peerless Pumps utilized by the advanced wastewater treatment facility (AWTF). This request is for a one (1) year period for identified and as-needed purchases in an amount not to exceed \$40,000.00.

Background

The City's AWTF standardized to the Peerless Pump in the reclaimed water pump station in 2023. To date, these pumps have performed very well and we desire to have recommended spare parts on hand to minimize equipment downtime and properly maintain reuse system distribution pressures for our residents.

Hydra Service, Inc. replaced Tom Evans last year as the exclusively authorized sales representative for Peerless Pump products in the State of Florida's municipal market.

This spare pump motor and seal purchases are identified in our FY26 budget and are estimated at \$28,000.00. Pricing offered was evaluated by staff to be competitive with market conditions.

Funding

Funds are available in the Wastewater Treatment Facility FY26-27 budget utilizing account numbers 402-4603-536-46.00 and 402-4603-536-52.00.



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive
DeBary Florida 32713
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative: Tim Estep
Contact Information: S.W. Regional Sales/Service Manager
Cell Phone: 407-212-1787

TO: **City of Tarpon Springs**

FROM: **Tim Estep**

ATTN: **Rob Marcincuk**

EMAIL: Tim@HydraService.net

PHONE **(727) 943-1165**

DATE: **December 4, 2025**

FAX:

QUOTE: **Q-250224-ITE rev1**

Customers PO#

REF: **Reclaimed Pump Motor #4 Replacement**

EMAIL: marcincuk@ctsfl.us

ENG FIRM:

- 1 GE - L405VP16 - 100HP, 1785RPM, 3/60/460, TEFC, 40C AMBIENT, VSS, PREMIUM EFF. 1.15SF

Stamped Nameplate Notes: HTR LDS HE1-HE2 115V 100W ROT CCW FACING ODE LEAD/PH SEQ 1-2-3/ 1-2-3
INVERTER DUTY PER NEMA MG1 PART 31 ALTERNATE RATING FOR PWM CONTROL:1.0SF 40C
AMBIENT VAR TORQUE RANGE 5 -60 HZ UPPER BRG LUBE OIL: 4.00 QTS AMB 0 TO 40 DEG C : ISO
32(MINERAL OR SYNTHETIC) AMB -15 TO 0 DEG C : ISO 32 SYNTHETIC Additional Information: 4P, VERT
SOLID SHAFT HIGH THRUST (1D) C/BOX 700 CU IN - 3.00" NPT OIL RESISTANT SLEEVE ON LEADS
115V HTR LDS TO MAIN CONDUIT BOX BEARING LIFE 8760 HRS AT 7539 LB THRUST BEARING LIFE
29865 HRS AT 5500 LB THRUST CG:21.64 IN FROM P-BASE FACE,STAT DEF:0.0102 IN RCF:1860 CPM AT
C/BOX SIDE, 1860 CPM AT 90 DEG FROM C/ BOX SIDE NON-REVERSE BALL CARRIER ESTIMATED
SOUND PRESSURE 69.1 DBA @ 1 METER **\$24,125.00 ea.**

- 1 SEAL;MECH;AE;SCUSI;1.19SFT;CB/CER for SN 96800861 **\$ 3,000.00 ea.**

Note: No other components or options (other than the scope of supply listed above) are included.

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED **\$27,125.00** PLUS ANY FEDERAL,
STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE GOOD FOR 30 DAYS
HYDRA SERVICE STANDARD TERMS AND CONDITIONS APPLY. PAYMENT TERMS ARE NET 30 DAYS.
ESTMTD DELIVERY: **13 To 14 weeks** AFTER RECEIPT IN OUR OFFICE OF COMPLETE
APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER
IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.

ACCEPTED DATE _____ REVIEW DATE: _____

PURCHASER

Tim Estep
REVIEWED BY HYDRA SERVICE PUMP REP.

December 8, 2025

**Mr. Robert Marcincuk
Wastewater Division Manager
City of Tarpon Springs
201 Pine Street
Tarpon Springs, FL 34689**

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Marcincuk,

Please accept this letter as formal notification to City of Tarpon Springs, Utilities Department, that Hydra Service (S), Inc. is the sole source supplier for Peerless Pump products for Florida's (panhandle East of the Apalachicola River) municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case, vertical column, and end suction pumps.

Please contact Hydra Service at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Hydra Service (S) Inc.
250 Springview Commerce Drive
Debary, FL 32713
Phone:407-625-1388

Respectfully,

Jose Leon

**Jose Leon, PE
Regional Sales Manager – Southeast US
Peerless Pump Company
jaleon@peerlesspump.com
Cell: 863-514-1207**

cc: Keaton Heller, Tim Estep





Memorandum

Date: February 10, 2026
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 260041-B-AS, Custom Sumitomo Mixer Assemblies (**Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260041-B-AS, Custom Sumitomo Mixer Assemblies to PSI Technologies, Inc., in a total estimated amount not to exceed \$36,750, for the Public Services Department – Advanced Wastewater Treatment Facility (AWTF).

Background

The purpose of this contract is to furnish and deliver two (2) custom Sumitomo gearbox mixer assemblies for AWTF. The City currently uses seven (7) Sumitomo mixers for continuous mixing of treatment tanks and the biological treatment process in the wastewater facility. A CIP project was identified for FY33 to replace all equipment with newer, more efficient diffused air technology. The City's last purchase of mixers was in 2018 and recently, AWTF experienced three consecutive failures which exceeded its spare inventory of replacements. These mixers are required for proper treatment plant function and per the FDEP domestic wastewater operating permit (see attached memo). Procurement Services solicited Bid No. 260041-B-AS for the purchase of two (2) custom OEM replacement Sumitomo mixers. One (1) responsive bid was received from PSI Technologies, Inc. City staff deemed the pricing offered by PSI Technologies to be fair and reasonable based on current market value and historical pricing paid by the City.

Funding

FY26 budget; account no. 402-4603-536.4600 - AWTF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: February 2, 2026
To: Janina Lewis, Procurement Services Director
Through: Thomas Kiger, Public Services Director TK
From: Raymond Page, Utilities Superintendent
Robert Marcincuk, Wastewater Division Manager
Subject: Authorize purchase of two Sumitomo Mixers for the Advanced Wastewater Treatment Facility (AWTF) inventory

Recommendation

Authorize the purchase of two replacement Sumitomo Mixers on ITB # 260041-B-AS in the total amount of \$36,750.00 from PSI Technologies Inc.

Background

The AWWTF currently utilizes seven Sumitomo mixers for continuous mixing of treatment tanks and the biological treatment process in the wastewater facility. The previous Eimco mixers were determined to be problematic and retrofitted more than twenty years ago to accommodate and standardize to a specific model Sumitomo mixer. Sumitomo mixers have provided good service over the years, and it would be cost prohibitive to retrofit mounting plates and couplers to another model. A CIP project has been identified for FY2033 to replace all of this equipment with newer, more energy efficient diffused air technology.

Our last purchase of mixers occurred in 2018 and recently, we experienced three consecutive failures which exceeded our typical spare inventory of replacements. These mixers are required for proper treatment plant function and are required per the existing FDEP domestic wastewater operating permit. Procurement staff solicited bids for direct replacement mixers (File No. 260041-B-AS), and only one responsive bid was received. The prices offered by PSI Technologies Inc for replacement mixers is considered to be fair market value, and OEM does not single source this equipment.

Funding

Funds are budgeted in the Fy 26 Sewage Treatment account 402-4603-536-4600.

Tabulation of Submittals
For
Bid No. 260041-B-AS
Custom Sumitomo Mixer Assemblies
Thursday, January 15, 2026 @ 3:00 p.m.

PSI Technologies, Inc. Plantation, FL	\$36,750.00
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Broadcast: 210 Plan holders: 6 Responses: 1

Bids from the companies listed herein are the only bids received timely as of the above opening date and time. All other bids submitted in response to this Bid, if any, are hereby rejected as late.



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

CUSTOM SUMITOMO MIXER ASSEMBLIES

for THE CITY OF TARPON SPRINGS

Date: December 31, 2025

Bid No.: 260041-B-AS

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., January 15, 2026

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

Custom Sumitomo Mixer Assemblies 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 Euna Solutions.

Bidders who are E-Bidding for the first time, the City of Tarpon Springs uses the Euna Solutions 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.

Questions must be submitted, in writing, not later than 12:00 p.m. on January 8, 2026.

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
727-937-1766 Fax
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:as

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: December 31, 2025

Advertise City website/ <https://ctsfl.bonfirehub.com/opportunities>: December 31, 2025

Bids due: January 15, 2026

Award recommendation: TBD

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 an such 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 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 includes 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 both 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. 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 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.

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, Advanced Wastewater Treatment Facility (AWTF) is seeking bids from qualified bidders to furnish and deliver two (2) custom Sumitomo mixer assemblies pursuant to the specifications and terms and conditions contained herein.

3.1. SUMMARY DESCRIPTION

Description: Furnish and deliver of two (2) Sumitomo Gearbox mixer assemblies (Mixers) - Model C20VMS15-6175YC-EP-25; Custom configuration #C-2025-1200183. Mixers will be used in units currently in service at AWTF. Compatibility and interchangeability with existing units are required; therefore, no equals or alternatives will be accepted.

3.2. Product Specifications: Sumitomo Gearbox with drop bearing mixer drive unit, model #C20VMS15-6715YC-EP-25; Please use custom configuration #C-2025-1200183 when requesting quotes and ordering, Cyclo 6000 with motor canopy (rain cover) and C20V Aerator Base. This will be a complete drive unit with an energy efficient motor configured for three (3)-phase 480 volts alternating current (VAC) electrical service, IP55 wash-down protection and rated for continuous operation in a harsh outdoor environment. No equals or alternatives will be accepted.

3.2.1. Additional required items shall be included with Bid price:

- a. Oil pump
- b. Oil level sight tube
- c. Vented oil fill cap
- d. Grease fittings installed on motor and drive unit as recommended by Original Equipment Manufacturer (OEM).
- e. Operations and Maintenance (O&M) manual furnished in printed and electronic format, e.g., PDF

3.3. Delivery: Mixers shall be shipped FOB destination to the City of Tarpon Springs, Advanced Wastewater Treatment Facility, located at 201 E. Pine Street, Tarpon Springs, FL, 34689. Mixers shall be secured and shipped on pallets designed for storage as a spare unit. Delivery shall be arranged through AWTF staff during operating hours from 7:00 a.m. to 2:00 p.m., Monday through Friday, excluding City observed holidays.

3.4. Warranty: All equipment furnished shall have a minimum one (1) year warranty from date of delivery.

3.5. Pricing: Bid price shall include freight/shipping charges to AWTF.

3.6. Workmanship: All equipment furnished shall meet or exceed manufacturers' OEM specifications and be free of defects; new condition and currently supported by the manufacturer.

3.7. Required Bidder Submittals:

To ensure compliance with these requirements Bidders must submit:

- a. Price Sheet: Bidders must complete and submit the price sheet provided. The price sheet shall include shipping charges for FOB destination to AWTF.

- b. Warranty and O&M: Bidders shall submit the warranty offered for equipment and O&M. See 3.4. and 3.2.1.(e) for minimum requirements.
- c. Certificate of Insurance and completed Bid Form.

SECTION 4-GENERAL CONDITIONS

4.1. BEGINNING AND END DATE OF INITIAL TERM. The awarded contract will be for one-time services for the furnishing and delivery of the required goods, beginning the date of the contract award and will end upon delivery of the required goods. 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. Price extension is for additional unit(s) only. There is no contract term extension.

4.3. RENEWAL. There are no renewal options for the contract resulting from this Bid.

4.4. 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.

BID FORM

BID No. 260041-B-AS

CUSTOM SUMITOMO MIXER ASSEMBLIES

BIDDER PSI Technologies Inc

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. 260041-B-AS
CUSTOM SUMITOMO MIXER ASSEMBLIES**

PRICING TAB IS INCLUDED AS A SEPARATE DOCUMENT IN BONFIRE

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).

Lead Time ARO: 14-16 Weeks

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.

12 months for 4 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 unit (not to exceed the bid quantity).

Bidder: PSI Technologies Inc

Address: 151 North Nob Hill Road

City: Plantation **State:** FL **Zip:** 33324

Phone No.: 813-955-1111 **Fax No.:** _____ **Email:** tommy@psi-techinc.com

Tommy Nichols Engineered Product Sales
Printed Name and Title

 _____ **Date:** 1-14-2025
Authorized Signature

List a Minimum of 3 References**LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:**

1. Project/Contract Name:	Pasco County
Dollar Value:	\$67,456.98
Contact Name:	Richard Neimann
Email:	rniemann@pascocountyfl.net
Phone Number:	727-992-7708
Agency/Company Name:	Pasco County
Address:	New Port Richie
Date completed/or if in Progress:	1-14-2025
2. Project/Contract Name:	City of Sanford
Dollar Value:	\$145,231
Contact Name:	Richard Cassella
Email:	richard.casella@sanfordfl.gov
Phone Number:	407-417-7733
Agency/Company Name:	City of Sanford
Address:	Sanford Florida
Date completed/or if in Progress:	5.25.25
3. Project/Contract Name:	Marion County
Dollar Value:	\$45,700.00
Contact Name:	Patric Hesson
Email:	patrick.hesson@marionfl.org
Phone Number:	724-594-6360
Agency/Company Name:	Marion County
Address:	
Date completed/or if in Progress:	1-02-2026
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: PSI Technologies Inc
Contact Name: Tommy Nichols
Address: 151 North Nob Hill Road Suite 293
Address: _____
City: Plantation **State:** FL **Zip:** 33324
Office: 305-998-1371
Telephone: Tommy Nichols: 813-955-1111 **Fax:** 561-270-4236
E-Mail Address: tommy@psi-techinc.com **Website:** psi-techinc.com

2. How long has your firm been in business? 2018

3. How long has your firm provided these services? 2018

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 employee?
Full-time: 27 **Part-time:** _____

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Sales/Sales Support	19
Mechanics/Field Service	8

Type text here

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.?
Tommy Nichols

8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
Service Truck

9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
Service Truck

10. Have you had a contract terminated by a customer in the past 3 years? No 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: Tommy Nichols

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 \$200,000, 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 \$200,000 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 to 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

Patti Marchetti
Signature of Corporate Secretary

Patti Marchetti
Type/Print Name of Corporate Secy.

January 10, 2026
Date

(CORPORATE SEAL)

PSI Technologies Inc

Company Name
Patti Marchetti
Signature

Patti Marchetti
Type/Print Name

January 10, 2026
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: January 10, _____, 2026

Signed: _____

Entity: PSI Technologies Inc

Name: Patti Marchetti

Title: Director/Secretary/Treasurer

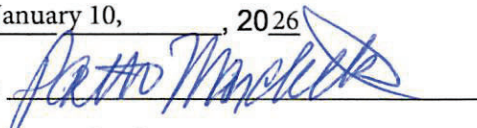


Affidavit of Compliance with Foreign Entity Laws

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: January 10, 2026

Signed: 

Entity: PSI Technologies Inc

Name: Patti Marchetti

Title: Director/Secretary/Treasurer



**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST**

Respondent Vendor Name: PSI Technologies Inc

Proposer/Contractor FEIN: 81-4980985
Patti Marchetti - Director/Secretary/Treasurer

Proposer/Contractor's Authorized Representative Name and Title:

Address:
151 North Nob Hill Road Suite 293

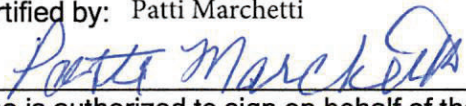
City: Plantation **State:** FL **Zip:** 33324
Phone Number: 954-444-9009

Email Address: patti@psi-techinc.com

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 Respondent, I hereby certify that the company identified above in the section entitled "Respondent 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: Patti Marchetti



Who is authorized to sign on behalf of the above-referenced company.

Print Name and Title:

Patti Marchetti - Director/Secretary/Treasurer

Date: January 10, 2026

Responses

Success: All data is valid!

					Numeric	
Status	Bid/No Bid Decision	#	Item Name	Quantity Required	Unit Price	Total Cost
Success: All values provided	Bid	#0-1	Custom Sumitomo Mixer Assembly pursuant to specifications and requirements. (See Section 3 of ITB Document)	2	\$ 17,750.00	\$ 35,500.00
Success: All values provided	Bid	#0-2	Freight FOB Destination to 201 E. Pine Street, Tarpon Springs, FL 34689	2	\$ 625.00	\$ 1,250.00
Basket Total						\$ 36,750.00
Grand Total						\$ 36,750.00



Memorandum

Date: February 10, 2026
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Renew File No. 180070-C-JJ, Mobile Communications Services (**Suzanne Linton IT Director, Janina Lewis Procurement Services Director**)

Recommendation

Renew File No. 180070-C-JJ, Mobile Communications Services utilizing the State of Florida Contract No. DMS-19/20-006 with 260002-C-PH, Motorola Radio Equipment and Maintenance, utilizing the State of Florida Alternate Contract Source No. 43190000-22-NASPO-ACS with Verizon Wireless in an estimated annual amount of \$144,264 for the period of January 20, 2026 through August 23, 2026 for the Information Technology Department.

Background

On February 9, 2016, the State of Florida awarded the Mobile Communications Services Contract No. DMS-1011-008C. On January 9, 2018, the Board awarded the contract effective through January 19, 2022. On January 13, 2018, the Board approved an increase to the contract for \$130,000. On August 24, 2021, the State of Florida amended the term and pricing agreement through August 23, 2026. On January 11, 2022, the Board approved an increase to \$144,264 through January 19, 2026, on the current contract DMS-19/20-006. The purpose of this contract is to provide the City with wireless voice equipment, accessories, and services including cell phones, air cards, mobile devices and services. Purchase orders will only be issued against approved budgets.

Funding

Funding is budgeted annually by individual departments.

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Information Technology Division

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

MEMORANDUM

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director *SML*

DATE: January 29, 2026

SUBJECT: Renew File No. 180070-C-JJ, Mobile Communications Services

Recommendation

Renew File No. 180070-C-JJ Mobile Communications Services through Florida State Contract No. DMS-19/20-006, not to exceed an annual amount of \$144,264, through August 23, 2026.

Background

On February 9, 2016, the State of Florida awarded the Mobile Communications Services Contract No. DMS-1011-008C. On January 9, 2018, the Board awarded the contract effective through January 19, 2022. On January 13, 2018, the Board approved an increase to the contract for \$130,000. On August 24, 2021, the State of Florida amended the term and pricing agreement through August 23, 2026. On January 11, 2022, the Board approved an increase to \$144,264 through January 19, 2026, on the current contract DMS-19/20-006.

The purpose of this contract is to provide for the purchase of wireless voice equipment, accessories, and services, including cell phones, air cards, mobile devices, and services. Accessories include hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters, and car kits.

Funding

Funding is budgeted annually by individual departments.

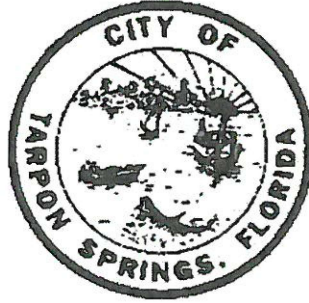
PURCHASE ORDER

12/02/20

ORDER DATE

CITY OF TARPON SPRINGS

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



No.

210210

VERIZON WIRELESS
PO BOX 660108
DALLAS, TX 75266-0108

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

180070-C-JJ

25365

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			MOBILE COMMUNICATIONS SERVICES EFFECTIVE DATE: 01/19/21 EXPIRATION DATE: 01/18/22 NOT TO EXCEED: 130000.00			

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:

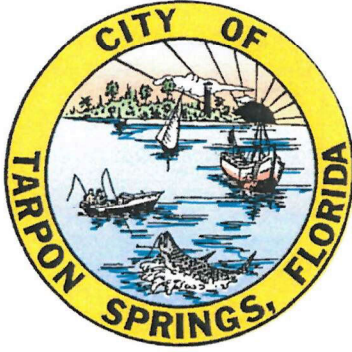
Tax Exemption No. 85-8012621696C-2
Federal ID No. 59-6000437

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



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: Honorable Mayor and Board of Commissioners
FROM: Jay Jackus, CPPO, CPPB, Procurement Services Director
DATE: 11/13/2018
SUBJECT: Increase File No. 180070-C-JJ, Mobile Communications Services

RECOMMENDATION:

Increase File No. 180070-C-JJ Mobile Communications Services through Florida State Contract No. DMS-1011-008C with Verizon Wireless through January 19, 2022 from an annual amount not to exceed \$95,000.00 to \$130,000.00 an increase of \$35,000.00 for various City departments.

BACKGROUND:

On January 9, 2018 the Board awarded the contract. The purpose of this contract is to provide for the purchase of wireless voice equipment, accessories, and services including cell phones, air cards, in-car routers and services. Accessories include hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters and car kits. The attached memo from the Police Department, the largest single user of the contract, provides a sampling of the types of services and monthly expenditure. The increase is needed in order to continue to provide services through January 19, 2019 the initial one (1) year term of the contract.

FUNDING: Funding to be identified at the time orders are placed

Accepted by: _____

City Manager

Attest: _____

City Clerk





TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM



Robert P. Kochen
CHIEF OF POLICE

"Building a Better Future Through Excellence in Policing"

To: Jay Jackus, Procurement Services Director

From: Robert P. Kochen, Chief of Police

Date: November 7, 2018

Ref: Verizon Wireless

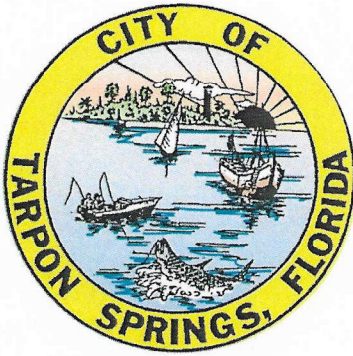
The police department currently spends approximately \$5,000 a month with this vendor. Our department is requesting an increase in the current blanket purchase order to cover the remaining FY19 expenditures.

Verizon Cell phones	approximately	\$2,200/month
Verizon In-Car Routers	approximately	\$1,800/month
Verizon Aircards	approximately	\$550/month
Verizon Under-cover Aircards	approximately	\$75/month
Verizon Under-cover Cell phone	approximately	\$200/month

These expenses are accounted for in the FY19 budget in accounts:

001-1002-521.41-00

142-1023-521.41-00



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: Honorable Mayor and Board of Commissioners
FROM: Jay Jackus, CPPO, CPPB, Procurement Services Director
DATE: 1/09/2018
SUBJECT: Award File No. 180070-C-JJ, Mobile Communications Services

RECOMMENDATION:

Award File No. 180070-C-JJ Mobile Communications Services through Florida State Contract No. DMS-1011-008C through January 19, 2022 in an annual amount not to exceed \$95,000.00 for various City departments.

BACKGROUND:

The purpose of this contract is to provide for the purchase of wireless voice equipment, accessories, and services including cell phones, air cards and services. Accessories include hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters and car kits.

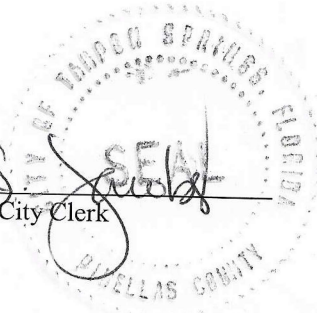
FUNDING: Funding to be identified at the time orders are placed

Accepted by: _____

City Manager

Attest: _____

City Clerk



**CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS**

CONTRACT NO.: DMS-10/11-008C

AMENDMENT 7

THIS AMENDMENT ("Amendment"), to the Mobile Communication Services (MCS) Contract No. DMS-10/11-008B, effective January 20, 2012 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Celco Partnership, its General Partner with its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097, ("Contractor"). Contractor and the Department are hereinafter referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Contract provides for up to five (5) years of renewal and the current expiration date of the Contract is January 19, 2017; and

WHEREAS, the Contract has remaining renewals for up to five (5) years; and

WHEREAS, the Department wishes to exercise its option to renew the Contract for an additional five (5) years.

WHEREFORE, in consideration of the foregoing premises, the Parties hereto agree that the Contract shall be amended as follows:

1. **CONTRACT 2.01 – Initial Term:** The Parties agree that the Term of this Contract shall be renewed for an additional period of five (5) years commencing on January 20, 2017, and continuing through January 19, 2022, unless extended, cancelled or terminated as provided in the terms and conditions of the Contract. The Parties agree that no additional renewal periods will remain after January 19, 2022.

Specific Appropriation:

The following is the specific state funds from which the State will make payment under the Contract:

General Appropriations Act (Florida Law)

2840 SPECIAL CATEGORIES

Contract No: DMS-10/11-008C

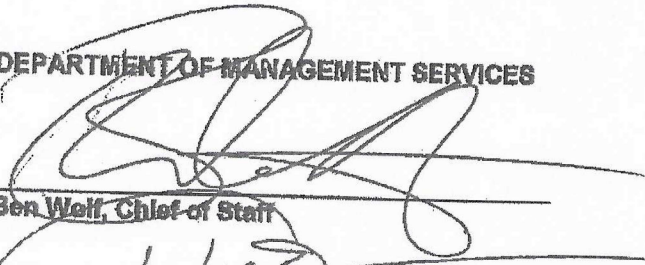
Contract Amendment 7

Page 1 of 2

CENTREX AND SUNCOM PAYMENTS
FROM COMMUNICATIONS WORKING
CAPITAL TRUST FUND \$108,035,421

All other terms and conditions of the Contract shall remain in full force and effect.
SO AGREED by the parties' authorized representatives on the dates noted below:

DEPARTMENT OF MANAGEMENT SERVICES


Ben Wolf, Chief of Staff

2/9/16
Date

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP (A DELAWARE LP)
D/B/A VERIZON WIRELESS AND VERIZON
WIRELESS OF THE EAST LP BY VERIZON
WIRELESS OF GEORGIA LLC, ITS GENERAL
PARTNER BY CELLCO PARTNERSHIP, ITS
SOLE MEMBER D/B/A VERIZON WIRELESS


Signature

Todd Loccisano, Executive Director –
Enterprise and Government Contracts

January 6, 2016
Date

Contract No: DMS-10/11-008C
Contract Amendment 7

Page 2 of 2

PURCHASE ORDER

01/17/18

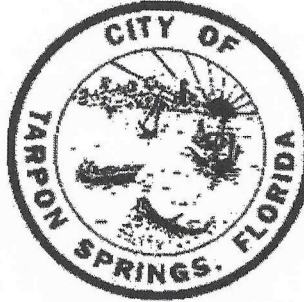
ORDER DATE

CITY OF TARPON SPRINGS

324 E. PINE STREET

P.O. BOX 5004

TARPON SPRINGS, FLORIDA 34689



180335

No.

VERIZON WIRELESS

PO BOX 660108

DALLAS, TX 75266-0108

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

25365

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			MOBILE COMMUNICATIONS SERVICES EFFECTIVE DATE: 01/19/18 EXPIRATION DATE: 01/18/19 NOT TO EXCEED: 85000.00 REMARKS: IN ACCORDANCE WITH FILE NO 180070-C-JJ MOBILE COMMUNICATION SERVICES . FOR THE PERIOD 1/19/18 THROUGH 1/18/19 . USE COMMODITY CODE 915/051			

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 94 of 477

PURCHASE ORDER

01/12/22

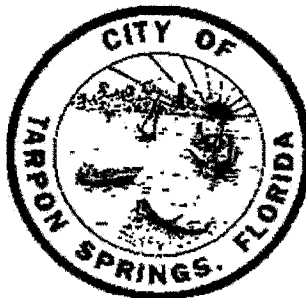
ORDER DATE

CITY OF TARPON SPRINGS

324 E. PINE STREET

P.O. BOX 5004

TARPON SPRINGS, FLORIDA 34689



220279

No.

VERIZON WIRELESS

PO BOX 660108

DALLAS, TX 75266-0108

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

180070-C-JJ

25365

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			MOBILE COMMUNICATIONS SERVICES EFFECTIVE DATE: 01/19/22 EXPIRATION DATE: 01/18/23 NOT TO EXCEED: 140000.00 REMARKS: COMMODITY CODE 915 051 Board Approved 01/11/2022 And in Accordance with State of Florida Contract No. DMS-1011-008C, Mobile Communications with Verizon. Renewal period through 1/19/2026. Annual BPO issued to track spend.			

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



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: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
DATE: 01/11/2022
SUBJECT: Ratify an Increase and Renew File No. 180070-C-JJ, Mobile Communications Services

RECOMMENDATION:

Ratify an Increase and Renew File No. 180070-C-JJ Mobile Communications Services through Florida State Contract No. DMS-1011-008C, increase the not to exceed annual amount from \$130,000 to \$144,264, an increase of \$14,264.11, further renew the contract through January 19, 2026, and increase the annual amount not to exceed \$145,000 for various City departments.

BACKGROUND:

On February 9, 2016, the State of Florida awarded the Mobile Communications Services Contract No. DMS-1011-008C. On January 9, 2018, the Board awarded the contract effective through January 19, 2022. On January 13, 2018, the Board approved an increase to the contract for \$130,000. On August 24, 2021, the State of Florida amended the term and pricing agreement through August 23, 2026.

The purpose of this contract is to provide for the purchase of wireless voice equipment, accessories, and services including cell phones, air cards and services. Accessories include hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters and car kits. The increase is needed to pay outstanding invoices due to price increases in FY 2021.

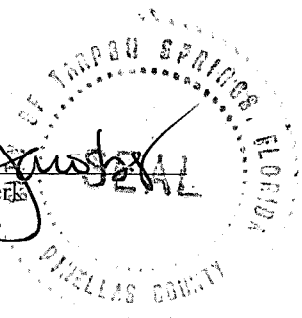
FUNDING: Funding to be identified at the time orders are placed

Accepted by: _____

Janina Lewis
City Manager

Attest: _____

James S. Gustafson
City Clerk





JIMMY PATRONIS
FLORIDA'S CHIEF FINANCIAL OFFICER



Main [FAQ](#)
Home [Questions](#)

Contact Us
State [OpenOffice](#)

Charts & Reports

Transparency
Florida



Contract Information

[Back to Search](#)

Summary

Agency Name: DEPARTMENT OF MANAGEMENT SERVICES

Agency Contract ID: DMS-19/20-006C

Long Title: Mobile Communication Services

Vendor Name: VERIZON WIRELESS

Total Contract Amount: \$12,000,000.00

Total Budgetary Amount: \$12,000,000.00

Total Payment To Date: NA

Date of Execution: 08/24/2021

General Description: Contract for cellular voice and data services, secure access to MyFloridaNet, and other telecommunications services, cellular phones, associated devices, accessories, and features, collectively referred to herein as Mobile Communication Services.

[Details](#)

[Deliverables](#)

[Payments](#)

[Documents](#)

[Audits](#)

Main Information

Agency Contract ID: DMS-19/20-006C

FLAIR Contract ID: TC109

Short Title: MCS

Long Title: Mobile Communication Services

Contract Type: Standard Two Party Agreement by Statute

Contract Status: Active

Date of Execution: 08/24/2021

Date of Beginning: 08/24/2021

Original End Date: 08/23/2026

New Ending Date:

Agency Service Area:

Statutory Authority: 282.702, F.S.

Contract Involves State or Federal Financial Assistance: No

Recipient Type:

Provide for Administrative Cost: No

Provide for Periodic Increase: No

Procurement Information

Authorized Advanced Payment: No

Method of Procurement: Agency Invitation to Negotiate [s. 287.057 (1) (c), FAC]

State Term Contract ID:

Contract's Exemption Justification:

Agency Reference Number:

Business Case Study Done: No

Legal Challenges to Procurement: No

Outsourcing / Capital Improvements

Was the Contracted Function Previously Performed by the State:
No

Was the Contracted Function Considered for Insourcing back to the State: No

Did the Vendor Make Capital Improvements on State Property: No

Budget Information

Original Contract Amount: \$12,000,000.00

Total Non-Recurring Budgetary Amount: \$12,000,000.00

Total Contract Amount: \$12,000,000.00

Total Budgetary Amount: \$12,000,000.00

Total Recurring Budgetary Amount: \$0.00

Total Unfunded Amount: \$0.00

As of Date: 8/27/2021

[Download Budget Information](#)

No Recurring Budgetary records found for this contract.

NON-RECURRING BUDGETARY AMOUNT	ACCOUNT CODE	FISCAL YEAR EFFECTIVE DATE	FY	COST ACCUMULATOR	AGENCY AMENDMENT REFERENCE
\$12,000,000.00	72--6-0--2-105-001-7290-01-00-00--10	07/01/2021	2021-2022		

Contract Change

No Contract Changes found for the contract.

Vendor

[Download Vendor](#) 

NAME LINE 1	NAME LINE 2	CITY STATE ZIP	MINORITY VENDOR DESIGNATION
VERIZON WIRELESS		TALLAHASSEE FL 323990000	Other Non-Profit

CFDA

No CFDA Codes found for the contract.

CSFA

No CSFA Codes found for the contract.



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: Honorable Mayor and Board of Commissioners
FROM: Jay Jackus, CPPO, CPPB, Procurement Services Director
DATE: 11/13/2018
SUBJECT: Increase File No. 180070-C-JJ, Mobile Communications Services

RECOMMENDATION:

Increase File No. 180070-C-JJ Mobile Communications Services through Florida State Contract No. DMS-1011-008C with Verizon Wireless through January 19, 2022 from an annual amount not to exceed \$95,000.00 to \$130,000.00 an increase of \$35,000.00 for various City departments.

BACKGROUND:

On January 9, 2018 the Board awarded the contract. The purpose of this contract is to provide for the purchase of wireless voice equipment, accessories, and services including cell phones, air cards, in-car routers and services. Accessories include hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters and car kits. The attached memo from the Police Department, the largest single user of the contract, provides a sampling of the types of services and monthly expenditure. The increase is needed in order to continue to provide services through January 19, 2019 the initial one (1) year term of the contract.

FUNDING: Funding to be identified at the time orders are placed

Accepted by:


City Manager

Attest:


City Clerk



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM



Robert P. Kochen
CHIEF OF POLICE

"Building a Better Future Through Excellence in Policing"

To: Jay Jackus, Procurement Services Director

From: Robert P. Kochen, Chief of Police

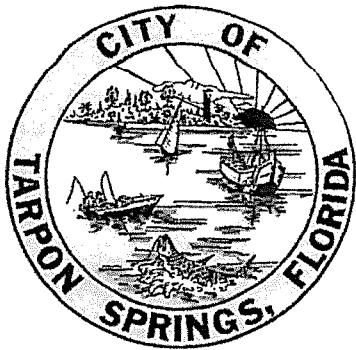
Date: November 7, 2018

Ref: Verizon Wireless

The police department currently spends approximately \$5,000 a month with this vendor. Our department is requesting an increase in the current blanket purchase order to cover the remaining FY19 expenditures.

Verizon Cell phones	approximately	\$2,200/month
Verizon In-Car Routers	approximately	\$1,800/month
Verizon Aircards	approximately	\$550/month
Verizon Under-cover Aircards	approximately	\$75/month
Verizon Under-cover Cell phone	approximately	\$200/month

These expenses are accounted for in the FY19 budget in accounts:
001-1002-521.41-00
142-1023-521.41-00



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: Honorable Mayor and Board of Commissioners
FROM: Jay Jackus, CPPO, CPPB, Procurement Services Director
DATE: 1/09/2018
SUBJECT: Award File No. 180070-C-JJ, Mobile Communications Services

RECOMMENDATION:

Award File No. 180070-C-JJ Mobile Communications Services through Florida State Contract No. DMS-1011-008C through January 19, 2022 in an annual amount not to exceed \$95,000.00 for various City departments.

BACKGROUND:

The purpose of this contract is to provide for the purchase of wireless voice equipment, accessories, and services including cell phones, air cards and services. Accessories include hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters and car kits.

FUNDING: Funding to be identified at the time orders are placed

Accepted by: _____

City Manager

Attest: _____

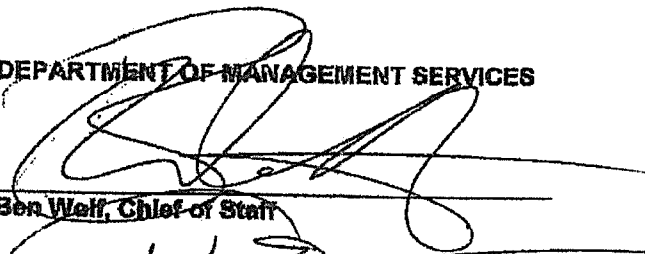
City Clerk

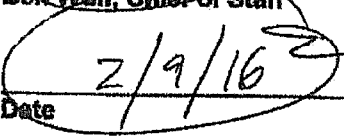
CENTREX AND SUNCOM PAYMENTS
FROM COMMUNICATIONS WORKING
CAPITAL TRUST FUND \$108,035,421

All other terms and conditions of the Contract shall remain in full force and effect.

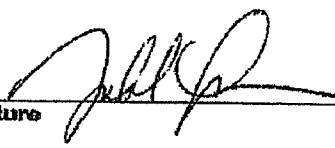
SO AGREED by the parties' authorized representatives on the dates noted below:

DEPARTMENT OF MANAGEMENT SERVICES


Ben Wolf, Chief of Staff


Date

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP (A DELAWARE LP)
D/B/A VERIZON WIRELESS AND VERIZON
WIRELESS OF THE EAST LP BY VERIZON
WIRELESS OF GEORGIA LLC, ITS GENERAL
PARTNER BY CELLCO PARTNERSHIP, ITS
SOLE MEMBER D/B/A VERIZON WIRELESS


Signature

Todd Loccisano, Executive Director –
Enterprise and Government Contracts

January 6, 2016

Date

Contract No: DMS-10/11-008C
Contract Amendment 7

Page 2 of 2



Memorandum

Date: February 10, 2026
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260070-B-PH, Mangrove Trimming (**Chris Cotta Public Works Director, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260070-B-PH, Mangrove Trimming, to RedTree Landscape Systems, LLC, for the period of February 10, 2026 through February 9, 2029 with two (2) one (1)-year renewal options, in an annual amount not to exceed \$35,100.00 for the Public Works Department – Parks and Parkways Division.

Background

On January 5, 2026, the City issued an Invitation to Bid for Mangrove Trimming for the Parks and Parkways Department. The contract was competitively bid, a total of five (5) firms downloaded the Bid document, and the City received four (4) responses. RedTree Landscape Systems, LLC provided the lowest, responsive, and responsible bid. The bid from A2Z Distributing, LLC was deemed non-responsive due to missing required forms.

The purpose of this contract is to provide supervision, management and labor personnel, equipment and materials required for mangrove trimming at select locations throughout Tarpon Springs (see attached memo).

Funding

001-1403-572-3400

Strategic Plan Objective

N/A

BID TABULATION Note: This is a preliminary summary. THIS IS NOT AN AWARD	OPENED: January 28, 2026 @ 3:00 PM	BID TITLE: 260070- B-PH, Mangrove Trimming	READ BY: Patty Hall TABBED BY: Patty Hall DEPT: Parks and Parkways
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VENDOR: **A2Z Distributing, LLC

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
Shore Drive	1	\$ 2,000.00	\$ 2,000.00
Sunset Beach	1	\$ 2,000.00	\$ 2,000.00
Riverside Drive to Bayshore Bridge	1	\$ 7,000.00	\$ 7,000.00
Whitcomb Bayou	1	\$ 7,000.00	\$ 7,000.00
South Spring Blvd. (Boat Ramp to Bridge)	1	\$ 7,000.00	\$ 7,000.00
North Spring Blvd. at Pampas Avenue	1	\$ 1,000.00	\$ 1,000.00
Canal Street	1	\$ 2,000.00	\$ 2,000.00
Cleveland Place and Gulf Road	1	\$ 2,000.00	\$ 2,000.00
Marina Drive (Bridge Only)	1	\$ 1,000.00	\$ 1,000.00
TOTAL			\$ 31,000.00

VENDOR: Emprise Partners LLC

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
Shore Drive	1	\$ 14,160.00	\$ 14,160.00
Sunset Beach	1	\$ 9,440.00	\$ 9,440.00
Riverside Drive to Bayshore Bridge	1	\$ 7,080.00	\$ 7,080.00
Whitcomb Bayou	1	\$ 9,440.00	\$ 9,440.00
South Spring Blvd. (Boat Ramp to Bridge)	1	\$ 7,080.00	\$ 7,080.00
North Spring Blvd. at Pampas Avenue	1	\$ 649.00	\$ 649.00
Canal Street	1	\$ 767.00	\$ 767.00
Cleveland Place and Gulf Road	1	\$ 2,360.00	\$ 2,360.00
Marina Drive (Bridge Only)	1	\$ 354.00	\$ 354.00
TOTAL		\$ 51,330.00	\$ 51,330.00

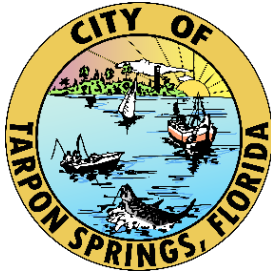
VENDOR: Prime-Scap Services

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
Shore Drive	1	\$ 17,500.00	\$ 17,500.00
Sunset Beach	1	\$ 12,500.00	\$ 12,500.00
Riverside Drive to Bayshore Bridge	1	\$ 8,750.00	\$ 8,750.00
Whitcomb Bayou	1	\$ 8,750.00	\$ 8,750.00
South Spring Blvd. (Boat Ramp to Bridge)	1	\$ 8,750.00	\$ 8,750.00
North Spring Blvd. at Pampas Avenue	1	\$ 500.00	\$ 500.00
Canal Street	1	\$ 500.00	\$ 500.00
Cleveland Place and Gulf Road	1	\$ 2,500.00	\$ 2,500.00
Marina Drive (Bridge Only)	1	\$ 2,500.00	\$ 2,500.00
TOTAL		\$ 62,250.00	\$ 62,250.00

VENDOR: RedTree Landscape Systems, LLC

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
Shore Drive	1	\$ 8,500.00	\$ 8,500.00
Sunset Beach	1	\$ 3,500.00	\$ 3,500.00
Riverside Drive to Bayshore Bridge	1	\$ 5,000.00	\$ 5,000.00
Whitcomb Bayou	1	\$ 5,500.00	\$ 5,500.00
South Spring Blvd. (Boat Ramp to Bridge)	1	\$ 4,500.00	\$ 4,500.00
North Spring Blvd. at Pampas Avenue	1	\$ 3,500.00	\$ 3,500.00
Canal Street	1	\$ 1,200.00	\$ 1,200.00
Cleveland Place and Gulf Road	1	\$ 2,500.00	\$ 2,500.00
Marina Drive (Bridge Only)	1	\$ 900.00	\$ 900.00
TOTAL		\$ 35,100.00	\$ 35,100.00

**A2Z Distributing, LLC was deemed non-responsive. Required forms were not included in the bid submittal.



CITY OF TARPON SPRINGS

PUBLIC WORKS DEPARTMENT

325 East Pine Street

P.O. Box 5004

Tarpon Springs, Florida 34688-5004

(727) 942-5610

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THROUGH: Janina Lewis, Procurement Services Director

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

DATE: February 10, 2026

SUBJECT: Award File No. 260070-B-PH, Mangrove Tree Trimming

RECOMMENDATION:

Award File No. 260070-B-PH, to RedTree Landscape Systems for Mangrove Tree Trimming in the annual amount of \$35,100.00 for the period of February 10, 2026, through February 9, 2029. This three-year contract has the option for two (2) one-year renewals, for a total of 5 years of services.

BACKGROUND:

The purpose of this contract is to continue with the annual trimming of the mangroves in multiple locations throughout the city. This project was put out to bid and RedTree Landscape Systems was the winning bidder. RedTree has trimmed the mangroves for multiple years as well as other projects for the City of Tarpon Springs.

FUNDING:

Parks and Parkways 001-1403-572-34-00



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 MANGROVE TRIMMING

for THE CITY OF TARPON SPRINGS

Date: January 5, 2026

Bid No.: 260070-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., January 28, 2026

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

Mangrove Trimming 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 Euna Solutions. For Bidders who are E-Bidding for the first time, the City of Tarpon Springs uses the Euna Solutions 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.

Questions must be submitted, in writing, not later than January 15, 2026.

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
727-937-1766 Fax
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: January 5, 2026

Advertise City website/ <https://ctsfl.bonfirehub.com/opportunities>: January 5, 2026

Bids due: January 28, 2026 @ 3:00 p.m.

Award recommendation: February 24, 2026

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.

h) 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 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 includes 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 both 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. 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. The 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 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.

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 seeking qualified firms to furnish all supervision, management and labor personnel, equipment and materials as necessary to provide mangrove trimming services. Mangrove trimming shall be performed at the following locations:

- Shore Drive
- Sunset Beach
- Riverside Drive to Bayshore Bridge
- Whitcomb Bayou
- South Spring Blvd. (Boat Ramp to Bridge)
- North Spring Blvd. at Pampas Avenue
- Canal Street
- Cleveland Place and Gulf Road
- Marina Drive bridge only

This list is not all-inclusive, as other locations may be added in the future.

Only the front face and tops of mangroves may be trimmed. **The water-side face shall not be trimmed under any circumstances.**

Contractors are encouraged to visit the sites before submitting their bids.

3.1 CONTRACTOR'S GENERAL RESPONSIBILITIES:

- a. Standard of Care
The Contractor shall exercise the same degree of care, skill, and diligence ordinarily provided by a Contractor under similar circumstances in the performance of services for this project.
- b. Licensing and Compliance
The Contractor warrants that it shall, at all times during the term of this agreement, maintain all licenses, certifications, and permits required under State and local laws to perform the services for the City of Tarpon Springs.
- c. Qualifications
The Contractor further warrants that it possesses the knowledge, expertise, and experience necessary to perform the services in a professional manner. The Contractor must be registered in Pinellas County as a Professional Mangrove Trimmer (PMT).

3.2 REGULATORY AND BIOLOGICAL REQUIREMENTS

- a. Height Limits and Restrictions
No mangrove shall be trimmed to a height of less than six (6) feet, measured from the substrate (mud). Mangroves may not be removed, destroyed, or defoliated. Some trees may require staged reduction over time. Prop roots may not be cut.
- b. Professional Mangrove Trimmer (PMT) Requirements
A PMT registered with Pinellas County is required for mangroves over ten (10) feet in height. The PMT must notify Pinellas County Water & Navigation in advance of any trimming and must be onsite during trimming. Mangroves over 16 feet must be trimmed in stages, removing no more than 25% of foliage annually.
- c. Permitting
The Contractor shall confirm the pre-trim height and whether the trimming method

is exempt or permitted. All permits and permitting fees are the responsibility of the Contractor. If a permit is required, trimming must occur between March 1 and November 30 of each year.

3.3 METHODOLOGY, EQUIPMENT, AND INVASIVE SPECIES REMOVAL

- a. Prohibited Substances
No herbicides or chemicals may be used. Only non-petroleum-based lubricants may be used in chain saws and hedge trimmers.
- b. Equipment Maintenance
All chain saws and powered equipment must be maintained according to manufacturer and safety standards.
- c. Invasive Species Removal
The Contractor shall remove the following species within 25 feet of any mangroves:
 - Brazilian pepper tree (*Schinus terebinthifolius*)
 - Punk tree (*Melaleuca quinquenervia*)
 - Chinese tallow tree (*Sapium sebiferum*)
- d. Material Disposal
All trimmed branches and trunks must be removed from the site without exception. The Contractor shall describe the disposal method and ensure compliance with local environmental regulations.
- e. Compliance, Permitting, and Certifications
The Contractor certifies full adherence to all applicable Pinellas County, State of Florida, and City of Tarpon Springs regulations governing mangrove trimming and invasive species removal. The Contractor is solely responsible for determining jurisdiction, securing all required permits, and providing any required notifications.

3.4 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. Such repairs shall be affected by the Contractor at no cost to the City.

3.5 WORKMANSHIP

Any and all discrepancies found in the work performed resulting from these specifications shall be rectified within a 48-hour period.

3.6 SAFETY

The 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. Prior to using any machinery, the Contractor shall remove all objects on the grounds that could become projectiles when coming in contact with blades or other moving parts. In the event that any operation or equipment is deemed to be unsafe, the 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.

3.7 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. 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.
- c. Time Estimate: Estimated time per week, in terms of man-hours, needed to perform this work.
- d. Subcontractors: A list of subcontractors, if any, that are to be employed to fulfill this award.
- e. 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.
- f. 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, PMT certification, and current certificates of Insurance.
- g. Describe your disposal method of debris and the list the location of the disposal site to be used.

SECTION 4-GENERAL CONDITIONS

4.1 BEGINNING AND END DATE OF INITIAL TERM. Duration of the contract shall be for a period of three (3) years from the date of award with two (2) one (1)-year renewal options.

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 RENEWAL. At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew the contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

4.4 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.

BID FORM

BID No. 260070-B-PH

MANGROVE TRIMMING

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. 260070-B-PH
MANGROVE TRIMMING**

**ATTACHMENT A - PRICING TAB - SEE PRICING SHEET OF BID
SOLICITATION IN BONFIRE**

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 locations 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 locations 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 Locations*)

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 number of locations (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 \$200,000, 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 \$200,000 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 to 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)

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: _____

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST**

Respondent 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 Respondent, I hereby certify that the company identified above in the section entitled "Respondent 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:

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)

Map Locations











Data SIO, NOAA, U.S. Navy, NGA, GEBCO

BID FORM

BID No. 260070-B-PH

MANGROVE TRIMMING

BIDDER RedTree Landscape Systems, 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>N/A</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>	<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. 260070-B-PH
MANGROVE TRIMMING**

**ATTACHMENT A - PRICING TAB - SEE PRICING SHEET OF BID
SOLICITATION IN BONFIRE**

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 X___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 locations 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 locations they will provide after award of this bid by the City, if applicable.

12 months for ? additional units after award of this bid.
(Number) (No. of Locations*)

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 number of locations (not to exceed the bid quantity).

Bidder: RedTree Landscape Systems, LLC

Address: 5532 Auld Lane

City: Holiday State: FL Zip: 34690

Phone No.: (727)919-3915 Fax No.: (727)922-2298 Email: bchristensen@redtreelandscape.systems

Peter Lucadano, CEO / Owner

Printed Name and Title

Authorized Signature

January 26, 2016

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 Tarpon Springs
Dollar Value:	\$31,250.00
Contact Name:	James Burke - Parks & Parkways Maintenance Supervisor
Email:	jbiurke@ctsfl.us
Phone Number:	(727) 487-4589
Agency/Company Name:	City of Tarpon Springs
Address:	325 E. Pine Street, Tarpon Springs, FL 34689
Date completed/or if in Progress:	2025
2. Project/Contract Name:	Grand Venezia
Dollar Value:	\$33,000.00
Contact Name:	Coleen Verdon, Property Manager
Email:	manager@grand-venezia.clm
Phone Number:	(727) 216-6123
Agency/Company Name:	Grand Venezia COA
Address:	2704 Via Murano, Clearwater, FL 33764
Date completed/or if in Progress:	2025
3. Project/Contract Name:	Dolphin Cay
Dollar Value:	\$45,000.00
Contact Name:	Susan Ortiz, General Manager
Email:	manager@dolphincay.com
Phone Number:	(727) 864-1900
Agency/Company Name:	Dolphin Cay
Address:	4779 Dolphin Cay Lane South, St. Petersburg, FL 33711
Date completed/or if in Progress:	2025
4. Project/Contract Name:	Waterside at Coquina Key
Dollar Value:	\$42,000.00
Contact Name:	Joe Boldiga, Property Manager
Email:	joe@hhrmgt.com
Phone Number:	(727) 366-2049
Agency/Company Name:	Waterside at Coquina Key
Address:	3700 Pompano Drivve SE, St. Petersburg, FL 33713

Date completed/or if in Progress:	2025
5. Project/Contract Name:	Preserve at Wilderness Lake CDD
Dollar Value:	\$65,000.00 - general arbor care
Contact Name:	Tish Dobson, District Manager
Email:	tdobson@vestapropertyservices.com
Phone Number:	(813) 758-4841
Agency/Company Name:	Preserve at Wilderness Lake CDD
Address:	21320 Wilderness Lake Blvd Land O'Lakes, FL 34637
Date completed/or if in Progress:	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

Company Name: RedTree Landscape Systems, LLC

Contact Name: Peter Lucadano

Address: 5532 Auld Lane

Address:

City: Holiday

State: FL

Zip: 34690

Telephone: (727) 919-3915

Fax: (727) 992-2298

E-Mail Address: peteluk@redtreelandscape.systems Website: www.redtreelandscape.systems.com

2. How long has your firm been in business? 10

3. How long has your firm provided these services? 10

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: 150 Part-time: 0

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Grounds Maintenance - Mowing	83
Landscape / Tree	12
Pest Control / Fertilization	3
Grounds Maintenance - Detail	13
Irrigation	18
Executive / Administration	14

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.?
Peter Lucadano - CEO / Owner - Certified Arborist and Pinellas County Licensed
Mangrove Trimmer - 30+ years
8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
all equipment necessary for successful fulfillment of contractual obligations
9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
We have all equipment necessary and will not need to acquire additional 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.

PASCO COUNTY BUSINESS TAX RECEIPT

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

2026
Expires September 30th



ACCOUNT #:: 105879

SIC CODE: 0781.01

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
LANDSCAPING SERVICE

STATE LICENSE #/or COUNTY COMP CARD #

REDTREE LANDSCAPE SYSTEMS LLC

5532 AULD LANE
HOLIDAY, FL 34690

OWNER/QUALIFYING AGENT
LUCADANO PETER

LOCATION ADDRESS:
5532 AULD LANE
HOLIDAY, FL 34690

DATE	RECEIPT	AMOUNT
07/17/2025	25-150-001969	70.00

Dear Business Owner:

Your **2026** Pasco County Business Tax Receipt is printed above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Pasco County Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Pasco County Business Tax Receipt is non-regulatory and is not meant to be a certification of the holder's ability to perform the service for which it is registered.

Business Tax Receipts expire September 30th. Annual renewals are mailed in June to the address of record at that time. Please contact our office if there are any changes to your business name, ownership, physical address, or closing of your business.

Thank you for allowing us to serve you!

MIKE FASANO
PASCO COUNTY TAX COLLECTOR

EAST PASCO GOVERNMENT CENTER
DADE CITY

WEST PASCO GOVERNMENT CENTER
NEW PORT RICHEY

TAX COLLECTOR BUILDING
GULF HARBORS

CENTRAL PASCO GOVERNMENT CENTER
LAND O' LAKES

COMPARK 75 BUSINESS PARK
WESLEY CHAPEL

CALL CENTER: MONDAY - FRIDAY 8:30 AM - 5:00 PM (352) 521-4338 • (727) 847-8032 • (813) 235-6076

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) RedTree Landscape Systems, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 5532 Auld Lane	Requester's name and address (optional)
6 City, state, and ZIP code Holiday, FL 34690		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
			-						
or									
Employer identification number									
8	2	-	3	5	9	1	4	5	0

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person

Peter Lucadano

Date **January 22, 2026**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 91 Lake Morton Drive Lakeland FL 33801 License#: 2081754 REDTLAN-01	CONTACT NAME: Lauren Mueller	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 863-688-5495	E-MAIL ADDRESS: StahlCertificatesLakeland@higginbotham.net	
INSURED RedTree Landscape Systems, LLC 5532 Auld Lane Holiday FL 34690	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Southern-Owners Insurance Company		10190
	INSURER B : Auto-Owners Insurance Company		18988
	INSURER C : RetailFirst Insurance Company		10700
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 655254470

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			72265505	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5226550501	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5226550502	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		52056705	10/5/2025	10/5/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Subject: FW: Professional Mangrove Trimmer Registration and Renewal Form Result #31738535
Date: Thursday, September 18, 2025 at 2:50:29 PM Eastern Daylight Time
From: Water Nav Permits, Water Nav Permits
To: Brian Christensen
Attachments: image001.png

Good afternoon,

Your application has been approved. Your Professional Mangrove Trimmer reference number is WNT-24-00021. Your expiration date is 7/26/2026. Your information will be added to our website list of [Professional Mangrove Trimmers](#).

Next year you may renew as early as 5/27/2026, which is 60 days prior to expiration. You will have until 8/25/2026 to complete your renewal. Renewals are \$25 each year.

Please refer to our [Mangrove Trimming and Preservation Code](#) as needed for proper care of mangroves.

Thanks,

Suzanne Howard

Administrative Support Specialist 1
Public Works – Water and Navigation
727-464-8264
727-464-4403 (fax)
smhoward@pinellas.gov



All government correspondence is subjected to public records law.

From: noreply@fs30.formsite.com <noreply@fs30.formsite.com>
Sent: Tuesday, August 26, 2025 9:09 AM
To: Water Nav Permits, Water Nav Permits <WaterNavPermits@pinellas.gov>
Subject: Professional Mangrove Trimmer Registration and Renewal Form Result #31738535

**Is this a new registration or
renewal?**

Renewal

Name	Peter Lucadano
Company	RedTree Landscape Systems, LLC
Address	5532 Auld Lane, Holiday FL 34690
Phone	(727) 494-2030
Email Address	bchristensen@redtreelandscape.systems
Best Management Practices (LBMP/GIBMP) Certification No.	GV3548-1
Are you a government employee (federal, state, local, municipal) trimming solely for governmental purposes? (Note: The registration and renewal fee will be waived for these individuals.)	No
Provide your qualifications	
Certified Arborist (International Society of Arboriculture)	
Certification / License Number	FL-5612A
Professional Wetland Scientist (Society of Wetland Scientists)	
CEP (Academy of Board-Certified Environmental Professionals)	
Certified Ecologist (Ecological Society of America)	
Landscape Architect (Florida Statutes)	
Section 58-608(a)(6), Pinellas County Mangrove Trimming and Preservation Code (attach documentation)	
CLICK BELOW CERTIFYING THAT YOU HAVE READ THE FOLLOWING STATEMENTS AND UNDERSTAND EACH ONE: (By	I hereby certify the above information is accurate and that I will notify the County of any changes in my certification or qualifications that could affect my

clicking and submitting you have electronically signed this application)

- status as a Professional Mangrove Trimmer in Pinellas County.
- I acknowledge that my status as a Professional Mangrove Trimmer in Pinellas County does not automatically qualify me as a Professional Mangrove Trimmer in other Counties which may have their own criteria.
 - I acknowledge my Professional Mangrove Trimmer status may be revoked for any violation of any lawfully adopted mangrove trimming regulations, including the Pinellas County Code, Chapter 58, Article XVI, which I have read and am familiar with.

Signature

Peter Lucadano

Date

08/26/2025

This email was sent as a result of a form being completed.

[Report unwanted email.](#)



CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



DIVISION of
CORPORATIONS
an official State of Florida website

Florida Limited Liability Company
REDTREE LANDSCAPE SYSTEMS LLC

Filing Information

Document Number	L17000248407
FEI/EIN Number	82-3591450
Date Filed	12/05/2017
State	FL
Status	ACTIVE

Principal Address

5532 AULD LANE
HOLIDAY, FL 34690

Changed: 02/04/2019

Mailing Address

5532 AULD LANE
HOLIDAY, FL 34690

Changed: 02/04/2019

Registered Agent Name & Address

LUCADANO, PETER
5532 AULD LANE
HOLIDAY, FL 34690

Address Changed: 02/07/2019

Authorized Person(s) Detail

Name & Address

Title CEO

LUCADANO, PETER
5532 AULD LANE
HOLIDAY, FL 34690

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: Peter Lucadano

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 \$200,000, 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 \$200,000 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 to 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.

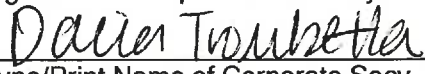
1.3. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, 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


Signature of Corporate Secretary


Type/Print Name of Corporate Secy.

Date

(CORPORATE SEAL)



RedTree Landscape Systems, LLC

Company Name


Signature
Peter Luicadano, CEO / Owner

Type/Print Name

January 27, 2025

Date

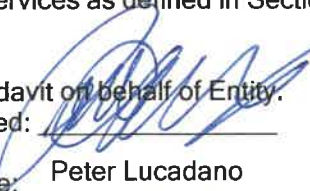


Affidavit of Compliance with Anti-Human Trafficking Laws

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: January, 20 26 Signed: 

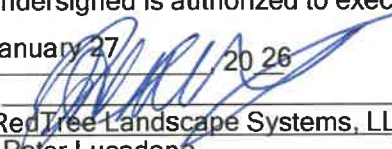
Entity: RedTree Landscape Systems, LLC Name: Peter Lucadano

Title: CEO / Owner

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: January 27 2026
Signed: 
Entity: Red Tree Landscape Systems, LLC
Name: Peter Lucadano
Title: CEO / Owner

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST**

Respondent Vendor Name: RedTree Landscape Systems, LLC

Proposer/Contractor FEIN: 82-3591450

Proposer/Contractor's Authorized Representative Name and Title: CEO / Owner

Address: 5532 Auld Lane

City: Holiday State: Florida Zip: 34690

Phone Number: (727) 919-3915

Email Address: peteluke@redtreelandscape.systems

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 Respondent, I hereby certify that the company identified above in the section entitled "Respondent 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: Peter Lucadano, CEO / Owner

Date: January 27, 2026

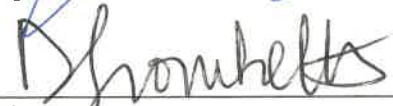
LOBBYING CERTIFICATION

"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

Peter Lucadano
(Printed Name)
CEO / Owner
(Title)



Memorandum

Date: February 10, 2026
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260085-C-PH, Lighting Repairs and Routine Maintenance (**Chris Cotta Public Works Director, Brandon Crum Facilities Management Superintendent, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260085-C-PH, Lighting Repairs and Routine Maintenance with American Lighting and Signalization, LLC utilizing the Florida Department of Transportation (FDOT) Contract No. E50E7-R0, in an estimated amount of \$150,000.00 for the period of February 10, 2026 through January 25, 2027 for the Public Works Department – Facilities Maintenance Division.

Background

On January 26, 2026, FDOT awarded this contract to American Lighting and Signalization, LLC. FDOT competitively solicited this contract that allows for the utilization by Florida cities and counties. This contract is in effect through January 25, 2027. The purpose of this contract is to provide repairs, maintenance and installation of street lighting. When damages are sustained by auto accidents, costs may be refunded through insurance reimbursement (see attached memo).

Funding

Funding will be identified as repairs are needed. Some costs will be refunded through insurance reimbursement.

Strategic Plan Objective

N/A



Public Works Department Office of the Director

To: Janina Lewis, Procurement Services Director

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

From: Brandon Crum, Facilities Management Superintendent

Date: January 29, 2026

Subject: Lighting Repairs, Maintenance and Installation of Street Lighting

Recommendation:

Award File No. 2600085-C-PH with American Lighting and Signalization, LLC for lighting repairs, maintenance and installation of street lighting in annual amount of \$150,000 for the period of February 10, 2026 through January 25, 2027.

Background:

The purpose of this contract is to provide repairs, maintenance and installation of street lighting along the US 19 corridor caused by auto accidents. Costs may be refunded through insurance reimbursement.

Funding will be identified as repairs are needed as this is a City-wide contract.

[Home](#) / [Contracts](#) / [District Offices](#) / [District 5](#) / [Lettings](#)

District Five Letting & Project Information

Current Letting and Project Information

2026 Lettings

[January 6, 2026](#)[Expand all](#)[February 3, 2026](#)

2026 Award & Posting / Bid Tabulations

[January 6, 2026](#)[Collapse all](#)

**Posted January 20, 2026
8:00 AM**

PROPOSAL/CONTRACT NO. - BID TAB	INTENT TO AWARD - CONTRACTOR'S NAME	DATE AWARDED
E50E7-R0	American Lighting and Signalization, LLC	1/26/2026
E53D6-R0	Higher Ground Land Services, LLC	1/26/2026
E55D0-R0	McShea Contracting, LLC	1/26/2026
E55D9	Concept Construction and Demolition, LLC	1/26/2026
E56D2	Shenandoah General Construction, LLC	1/26/2026
E57D0	Premier Paving, LLC	1/26/2026

2025 Lettings

[January 7, 2025](#)[Expand all](#)[February 4, 2025](#)[March 4, 2025](#)[April 1, 2025](#)[May 6, 2025](#)[June 3, 2025](#)[July 1, 2025](#)[August 5, 2025](#)[September 3, 2025](#)[October 7, 2025](#)[November 4, 2025](#)[December 2, 2025](#)

2025 Award & Posting / Bid Tabulations

Expand all

- > [January 7, 2025](#)
- > [February 4, 2025](#)
- > [March 4, 2025](#)
- > [April 1, 2025](#)
- > [May 6, 2025](#)
- > [June 3, 2025](#)
- > [July 1, 2025](#)
- > [August 5, 2025](#)
- > [September 3, 2025](#)
- > [October 7, 2025](#)
- > [November 4, 2025](#)
- > [December 2, 2025](#)

Other Letting Information

[FDOT Letting Results](#)

[Bid Q & A](#)

[Letting and Posting Dates Schedule](#)

[Technical Review and Awards Committee Meeting Notices](#)

[CPP Online Ordering System](#)

[Additional General Letting Documentation](#)

[Fixed Capital Outlay \(FCO\) Projects](#)

[Asset Maintenance Projects](#)

[Design Build Projects](#)

[Construction Manager / General Contractor Projects](#)

Performance Bonds can be found in the appropriate Contract Document on the FACTS website: <https://facts.fldfs.com/>

Previous Lettings

[2024 Letting Information](#): Letting, Project, Addenda, Award & Posting Information

[2023 Letting Information](#): Letting, Project, Addenda, Award & Posting Information

[2022 Letting Information](#): Letting, Project, Addenda, Award & Posting Information

[2021 Letting Information](#): Letting, Project, Addenda, Award & Posting Information

[2020 Letting Information](#): Letting, Project, Addenda, Award & Posting Information

[2019 Letting Information](#): Letting, Project, Addenda, Award & Posting Information

Addenda & Amendments

Contractors will be notified of all Amendments and are required to download the Amendments from the [CPP Online Ordering System](#) per these instructions: [Amendment Instructions](#) (PDF)

Amendment files can be downloaded by clicking on the links. Amendments must be downloaded to the location of your original EBS file prior to preparing the bid.

If you do not have Acrobat Reader you can download it free at [Get Acrobat Reader](#).

USEFUL LINKS

> [Florida Initiatives](#)

> [Web Policies & Notices](#)

> [FDOT Americans with Disabilities/Accessibility \(ADA\)](#)

> [Statement of Agency](#)

> [Performance](#)

> [MyFlorida.com](#)

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> [RSS](#)

CONTACT US

FDOT
605 Suwannee St.
Tallahassee, FL 32399
Phone: (850) 414-4100
Customer Service Portal

[INDEX A-Z](#)

OUR NEWSROOM

Providing timely responses to inquiries from the press, government officials, and the public is a crucial function of the Florida Department of Transportation. You can find recent press releases, public notices, media contacts, links to our social media pages and newsroom.



Vendor Ranking

Page 1 of 1

Letting: 05260106 January 06, 2026 2:00 PM **Call Order:** 001 **Contract:** E50E7-R0
District: District 5 **Counties:** DIST/ST-WIDE **Fed Aid No:** N/A
Contract Time: 365 CALENDAR DAYS **Project(s):** 42795717287 (*)
Contract Desc: Highway Lighting

Rank	Vendor	Bid Type	Bid Status	Total Bid	Percent Of Low Bid
1	AMERICAN LIGHTING AND SIGNALIZATION, LLC.	Responsive	Winning bid	\$843,800.00	100.00%
2	CHINCHOR ELECTRIC INC.	Responsive	Non-Winning Bid	\$6,542,186.44	775.32%

NOTE: Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.



Tabulation of Bids

Page 1 of 13

Letting: 05260106 January 06, 2026 **Call Order:** 001 **Contract:** E50E7-R0
District: District 5 **Counties:** DIST/ST-WIDE **Fed Aid No:** N/A
Contract Time: 365 CALENDAR DAYS **Project(s):** 42795717287 (*)

Contract Descr: Highway Lighting

FDOT District 5
Proposal ID No.: E50E7
Financial Project No.: 427957-1-72-87
Fiscal Year: 2026
Counties: District Wide
Calendar Days: 365

This is a Maintenance Work Document driven Contract with a budget estimate of \$350,000.00. The contract will be awarded at the budget estimate amount. This contract includes an option for renewal(s).

Intent:

The work under this contract consists of repair and replacement of various elements of the highway lighting system on Department maintained roadways on an as-needed basis within District 5.

Experience:

For this Contract, the Contractor is required to have at least three (3) years of experience in the performance of Highway Lighting work, consisting of installation, maintenance, diagnostic and repair and/or the Project Superintendent must have at least three (3) years of like experience as a Superintendent. A Contractor that presently has a certificate of prequalified with the Department in both "Underground Utilities (Electric) and Traffic Signal" will suffice to meet the above requirements.

Note:

The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The Department does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The Departments estimated quantities and the Contractors bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed. For this Contract in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. Work Documents will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work.

Line No / Item ID Item Description () indicates item is bid as Lump Sum	Alternate	Quantity Units	(1) AMERICAN LIGHTING AND SIGNALIZATION, LLC.		(2) CHINCHOR ELECTRIC INC.			
			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 (HIGHWAY LIGHTING MAINTENANCE (MH								
0005 0102 14		25.000	100.00000	2,500.00	150.00000	3,750.00		
TRAFFIC CONTROL OFFICER		HR						



Tabulation of Bids

Letting: 05260106 January 06, 2026

Call Order: 001

Contract: E50E7-R0

Line No / Item ID Item Description () indicates item is bid as Lump Sum	Alternate	Quantity Units	(1) AMERICAN LIGHTING AND SIGNALIZATION, LLC.		(2) CHINCHOR ELECTRIC INC.			
			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 (HIGHWAY LIGHTING MAINTENANCE (MH								
0010 0630 2 11 CONDUIT, FURNISH & INSTALL, OPEN TRENCH		1,000.000 LF	4.00000	4,000.00	15.34000	15,340.00		
0015 0630 2 12 CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		1,000.000 LF	4.00000	4,000.00	27.01000	27,010.00		
0020 0630 2 14 CONDUIT, FURNISH & INSTALL, ABOVEGROUND		1,000.000 LF	4.00000	4,000.00	44.11000	44,110.00		
0025 0630 2 15 CONDUIT, FURNISH & INSTALL, BRIDGE MOUNT		1,000.000 LF	4.00000	4,000.00	64.55000	64,550.00		
0030 0635 2 30 PULL & SPLICE BOX, INSTALL		24.000 EA	10.00000	240.00	1,385.03000	33,240.72		
0035 0635 2 50 PULL & SPLICE BOX, REPAIR		35.000 EA	10.00000	350.00	450.63000	15,772.05		
0040 0715 1 11 LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <		500.000 LF	5.00000	2,500.00	1.72000	860.00		
0045 0715 1 12 LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6		500.000 LF	15.00000	7,500.00	2.51000	1,255.00		
0050 0715 1 13 LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2		500.000 LF	20.00000	10,000.00	4.06000	2,030.00		



Tabulation of Bids

Letting: 05260106 January 06, 2026

Call Order: 001

Contract: E50E7-R0

Line No / Item ID Item Description () indicates item is bid as Lump Sum	Alternate	Quantity Units	(1) AMERICAN LIGHTING AND SIGNALIZATION, LLC.		(2) CHINCHOR ELECTRIC INC.			
			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 (HIGHWAY LIGHTING MAINTENANCE (MH								
0055 0715 1 14		500.000	20.00000	10,000.00	4.46000	2,230.00		
LIGHTING CONDUCTORS, F&I, INSULATED, NO 1 TO NO 0		LF						
0060 0715 1 15		500.000	10.00000	5,000.00	6.38000	3,190.00		
LIGHTING CONDUCTORS, F&I, NO.1/0 - 3/0 (0 to 000)		LF						
0065 0715 1 16		500.000	10.00000	5,000.00	15.20000	7,600.00		
LIGHTING CONDUCTORS, F&I, NO.4/0 (0000) OR LARGER		LF						
0070 0715 1 20		500.000	1.00000	500.00	1.25000	625.00		
LIGHTING CONDUCTOR, INSTALL- MATERIALS FURNISHED BY FDOT OR MAINTAINING AGENCY		LF						
0075 0715 1 40		100.000	0.25000	25.00	2.50000	250.00		
LIGHTING CONDUCTORS, RELOCATE EXISTING CONDUCTOR		LF						
0080 0715 1 60		1,000.000	1.00000	1,000.00	1,875.00000	1,875,000.00		
LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS		LF						
0085 0715 1 70		1,000.000	1.00000	1,000.00	1.00000	1,000.00		
LIGHTING CONDUCTORS, REMOVE & STOCKPILE, FDOT OR MAINT AGENCY OWNS		LF						
0090 0715 1 80		500.000	0.10000	50.00	1.00000	500.00		
LIGHTING CONDUCTORS, PLACE OUT OF SERVICE		LF						



Tabulation of Bids

Letting: 05260106 January 06, 2026

Call Order: 001

Contract: E50E7-R0

Line No / Item ID		Alternate	Quantity Units	(1) AMERICAN LIGHTING AND SIGNALIZATION, LLC.		(2) CHINCHOR ELECTRIC INC.			
Item Description () indicates item is bid as Lump Sum				Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 (HIGHWAY LIGHTING MAINTENANCE (MH									
0095	0715 5 21		25.000	1,500.00000	37,500.00	3,050.75000	76,268.75		
LUMINAIRE & BRACKET ARM, REPLACE LUMINAIRE AND ARM ON EXISTING POLE			EA						
0100	0715 5 30		25.000	25.00000	625.00	1,579.50000	39,487.50		
LUMINAIRE & BRACKET ARM, INSTALL			EA						
0105	0715 5 31		10.000	3,500.00000	35,000.00	5,725.75000	57,257.50		
LUMINAIRE & BRACKET ARM- ALUMINUM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE			EA						
0110	0715 5 32		10.000	3,000.00000	30,000.00	6,974.50000	69,745.00		
LUMINAIRE & BRACKET ARM- GALV STEEL, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE			EA						
0115	0715 5 40		10.000	1.00000	10.00	1,892.00000	18,920.00		
LUMINAIRE & BRACKET ARM, RELOCATE			EA						
0120	0715 5 51		10.000	51.00000	510.00	625.00000	6,250.00		
LUMINAIRE & BRACKET ARM, REMOVE LUMINAIRE AND ARM; POLE REMAINS			EA						
0125	0715 7 11		4.000	25,000.00000	100,000.00	26,798.13000	107,192.52		
LOAD CENTER, F&I, SECONDARY VOLTAGE			EA						
0130	0715 7 12		5.000	100.00000	500.00	26,798.13000	133,990.65		
LOAD CENTER, F&I, PRIMARY VOLTAGE			EA						



Tabulation of Bids

Letting: 05260106 January 06, 2026

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Contract: E50E7-R0

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			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 (HIGHWAY LIGHTING MAINTENANCE (MH								
0135 0715 7 21		3.000	100.00000	300.00	5,006.25000	15,018.75		
LOAD CENTER, REWORK, SECONDARY VOLTAGE		EA						
0140 0715 7 41		4.000	100.00000	400.00	5,006.25000	20,025.00		
LOAD CENTER, REMOVE, SECONDARY VOLTAGE		EA						
0145 0715 10 3		25.000	50.00000	1,250.00	1,367.81000	34,195.25		
LIGHT POLE FOUNDATION, REPAIR		EA						
0150 0715 10 4		20.000	50.00000	1,000.00	1,450.63000	29,012.60		
LIGHT POLE FOUNDATION, STRAIGHTEN EXISTING FOUNDATION		EA						
0155 0715 10 5		15.000	50.00000	750.00	1,904.04000	28,560.60		
LIGHT POLE FOUNDATION, REMOVE FOUNDATION- NO EXISTING POLE		EA						
0160 0715 11 30		35.000	500.00000	17,500.00	6,038.25000	211,338.75		
LUMINAIRE WITH BRACKET, FURNISH & INSTALL		EA						
0165 0715 11 39		5.000	100.00000	500.00	6,974.50000	34,872.50		
LUMINAIRE- UNDERDECK PENDANT, FURNISH & INSTALL		EA						
0170 0715 11115		5.000	100.00000	500.00	3,746.25000	18,731.25		
LUMINAIRE, F&I, ROADWAY, WALL MOUNT		EA						
0175 0715 11118		5.000	2,500.00000	12,500.00	3,746.25000	18,731.25		
LUMINAIRE, F&I, ROADWAY, FLOOD		EA						



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			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 (HIGHWAY LIGHTING MAINTENANCE (MH								
0180 0715 11125 LUMINAIRE, F&I, UNDER DECK, WALL MOUNT		10.000 EA	1,000.00000	10,000.00	3,746.25000	37,462.50		
0185 0715 11128 LUMINAIRE, F&I, UNDER DECK, FLOOD		10.000 EA	250.00000	2,500.00	3,746.25000	37,462.50		
0190 0715 11131 LUMINAIRE, F&I- REPLACE EXISTING, COBRA HEAD FOR SIGN		50.000 EA	10.00000	500.00	1,761.88000	88,094.00		
0195 0715 11211 LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, COBRA HEAD		90.000 EA	1,500.00000	135,000.00	2,096.25000	188,662.50		
0200 0715 11212 LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY HIGH MAST		40.000 EA	100.00000	4,000.00	3,971.25000	158,850.00		
0205 0715 11213 LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, POLE TOP		35.000 EA	1,500.00000	52,500.00	2,846.25000	99,618.75		
0210 0715 11214 LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, SHOEBOX		35.000 EA	300.00000	10,500.00	2,628.13000	91,984.55		
0215 0715 11216 LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, PENDANT/TEARDROP		30.000 EA	300.00000	9,000.00	6,530.00000	195,900.00		



Tabulation of Bids

Letting: 05260106 January 06, 2026

Call Order: 001

Contract: E50E7-R0

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			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 (HIGHWAY LIGHTING MAINTENANCE (MH								
0220 0715 11219 LUMINAIRE - SPECIAL DESIGN, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY		5.000 EA	4,500.00000	22,500.00	7,937.50000	39,687.50		
0225 0715 11225 LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE, ROADWAY, WALL MOUNT		35.000 EA	100.00000	3,500.00	3,345.00000	117,075.00		
0230 0715 11237 LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, SIGN, SIGN MOUNT		35.000 EA	1,500.00000	52,500.00	2,408.75000	84,306.25		
0235 0715 11300 LUMINAIRE, INSTALL		100.000 EA	25.00000	2,500.00	625.00000	62,500.00		
0240 0715 11400 LUMINAIRE, RELOCATE		15.000 EA	10.00000	150.00	1,502.79000	22,541.85		
0245 0715 11500 LUMINAIRE, REMOVE		15.000 EA	2,000.00000	30,000.00	312.50000	4,687.50		
0250 0715 11600 LUMINAIRE, REPAIR & REINSTALL		75.000 EA	10.00000	750.00	1,100.00000	82,500.00		
0255 0715 16 5 LIGHTING - BALLAST, REPLACE		25.000 EA	10.00000	250.00	625.00000	15,625.00		



Tabulation of Bids

Letting: 05260106 January 06, 2026

Call Order: 001

Contract: E50E7-R0

Line No / Item ID Item Description () indicates item is bid as Lump Sum	Alternate	Quantity Units	(1) AMERICAN LIGHTING AND SIGNALIZATION, LLC.		(2) CHINCHOR ELECTRIC INC.			
			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 (HIGHWAY LIGHTING MAINTENANCE (MH								
0260 0715 17 52 LIGHTING - LAMP, REPLACE, MERCURY VAPOR		5.000 EA	1.00000	5.00	426.19000	2,130.95		
0265 0715 17 53 LIGHTING - LAMP, REPLACE, METAL HALIDE		5.000 EA	200.00000	1,000.00	426.19000	2,130.95		
0270 0715 17 55 LIGHTING - LAMP, REPLACE, LOW PRESSURE SODIUM		15.000 EA	1.00000	15.00	981.25000	14,718.75		
0275 0715 61100 LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 0' ARM LENGTH		5.000 EA	500.00000	2,500.00	11,194.05000	55,970.25		
0280 0715 61111 LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 8' ARM LENGTH		10.000 EA	500.00000	5,000.00	13,514.05000	135,140.50		
0285 0715 61121 LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 10' ARM LENGTH		12.000 EA	500.00000	6,000.00	13,514.05000	162,168.60		
0290 0715 61142 LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 12' ARM LENGTH		15.000 EA	500.00000	7,500.00	13,514.05000	202,710.75		



Tabulation of Bids

Letting: 05260106 January 06, 2026

Call Order: 001

Contract: E50E7-R0

Line No / Item ID		Alternate	Quantity Units	(1) AMERICAN LIGHTING AND SIGNALIZATION, LLC.		(2) CHINCHOR ELECTRIC INC.			
Item Description				Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
() indicates item is bid as Lump Sum									
SECTION: 0001		(HIGHWAY LIGHTING MAINTENANCE (MH							
0295	0715 61152		12.000	500.00000	6,000.00	13,514.05000	162,168.60		
LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 15' ARM LENGTH			EA						
0300	0715 61200		12.000	500.00000	6,000.00	13,781.55000	165,378.60		
LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 35' MOUNTING HEIGHT, 0' ARM LENGTH			EA						
0305	0715 61211		12.000	500.00000	6,000.00	13,781.55000	165,378.60		
LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 35' MOUNTING HEIGHT, 8' ARM LENGTH			EA						
0310	0715 61221		12.000	500.00000	6,000.00	13,781.55000	165,378.60		
LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 35' MOUNTING HEIGHT, 10' ARM LENGTH			EA						
0315	0715 61242		12.000	500.00000	6,000.00	13,781.55000	165,378.60		
LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 35' MOUNTING HEIGHT, 12' ARM LENGTH			EA						
0320	0715 61252		12.000	500.00000	6,000.00	13,781.55000	165,378.60		
LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 35' MOUNTING HEIGHT, 15' ARM LENGTH			EA						



Tabulation of Bids

Letting: 05260106 January 06, 2026

Call Order: 001

Contract: E50E7-R0

Line No / Item ID Item Description () indicates item is bid as Lump Sum	Alternate	Quantity Units	(1) AMERICAN LIGHTING AND SIGNALIZATION, LLC.		(2) CHINCHOR ELECTRIC INC.			
			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 (HIGHWAY LIGHTING MAINTENANCE (MH								
0325 0715 61300		10.000	500.00000	5,000.00	14,450.30000	144,503.00		
LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 0' ARM LENGTH		EA						
0330 E715 4 1		55.000	5.00000	275.00	191.88000	10,553.40		
LIGHT POLE REPAIR- FURNISH AND INSTALL HAND HOLE COVER		EA						
0335 E715 4 2		50.000	1.00000	50.00	475.31000	23,765.50		
LIGHT POLE REPAIR- FURNISH AND INSTALL LENS		EA						
0340 E715 16 1		25.000	50.00000	1,250.00	807.63000	20,190.75		
BALLAST (F&I)		EA						
0345 E715 16 2		25.000	250.00000	6,250.00	941.38000	23,534.50		
BALLAST ASSEMBLY (F&I)		AS						
0350 E715 17 1		75.000	50.00000	3,750.00	350.31000	26,273.25		
LAMP (HPS)		EA						
0355 E715 17 4		10.000	1.00000	10.00	918.75000	9,187.50		
LAMP (FLUORESCENT)		EA						
0360 E715 17 5		35.000	1.00000	35.00	918.75000	32,156.25		
LAMP (LPS)		EA						



Tabulation of Bids

Letting: 05260106 January 06, 2026

Call Order: 001

Contract: E50E7-R0

Line No / Item ID		Alternate	Quantity Units	(1) AMERICAN LIGHTING AND SIGNALIZATION, LLC.		(2) CHINCHOR ELECTRIC INC.			
Item Description () indicates item is bid as Lump Sum				Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 (HIGHWAY LIGHTING MAINTENANCE (MH									
0365	E715 17 9		75.000	50.00000	3,750.00	1,440.38000	108,028.50		
LAMP (LED)			EA						
0370	E715 17 10		50.000	1,000.00000	50,000.00	2,408.75000	120,437.50		
LUMINAIRE, FURNISH & INSTALL, SIGN, SIGN MOUNT			EA						
0375	E715 18101		5.000	50.00000	250.00	274.08000	1,370.40		
LOAD CENTER PART (F&I) (SGL POLE BREAKER)			EA						
0380	E715 18112		5.000	50.00000	250.00	316.88000	1,584.40		
LOAD CENTER PART (F&I) (CIRCUIT FUSE)			EA						
0385	E715 18113		5.000	50.00000	250.00	316.88000	1,584.40		
LOAD CENTER PART (F&I) (MAIN FUSE)			EA						
0390	E715 18114		25.000	10.00000	250.00	290.13000	7,253.25		
LOAD CENTER PART (F&I) (DUMMY SLUG)			EA						
0395	E715 18116		20.000	10.00000	200.00	357.00000	7,140.00		
LOAD CENTER PART (F&I) (COVER PLATE)			EA						
0400	E715 22 1		15.000	50.00000	750.00	100.80000	1,512.00		
GROUND ROD			EA						
0405	E715 24 1		100.000	250.00000	25,000.00	64.69000	6,469.00		
FUSE (F&I) (POLE BASE)			EA						



Tabulation of Bids

Letting: 05260106 January 06, 2026

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Contract: E50E7-R0

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				Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 (HIGHWAY LIGHTING MAINTENANCE (MH									
0410	E715 24 2		15.000	30.00000	450.00	129.38000	1,940.70		
FUSE (F&I) (SIGN)			EA						
0415	E715 24 4		25.000	30.00000	750.00	89.25000	2,231.25		
DUMMY SLUG (F&I) (POLE BASE)			EA						
0420	E715 25 1		20.000	30.00000	600.00	116.00000	2,320.00		
FUSE HOLDER (F&I) (POLE BASE)			EA						
0425	E715 32 1		25.000	1,000.00000	25,000.00	1,500.00000	37,500.00		
DIAGNOSTIC WORK (SHOULDER SINGLE ARM)			LO						
0430	E715 32 2		25.000	1,000.00000	25,000.00	1,750.00000	43,750.00		
DIAGNOSTIC WORK (SHOLDER DOUBLE ARM)			LO						
0001 HIGHWAY LIGHTING Section Totals:				\$843,800.00		\$6,542,186.44			
MAINTENANCE (MH)									

Contract Grand Totals:**\$843,800.00****\$6,542,186.44**



Tabulation of Bids

Letting:	05260106	January 06, 2026	Call Order: 001	Contract: E50E7-R0
-----------------	----------	------------------	------------------------	---------------------------

NOTE: Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Florida Department of Transportation
Bid Solicitation Notice and Approximate Quantities

Letting:	05260106	Call Order: 001	Proposal: E50E7-R0	District:05
Counties:	BREVARD, DIST/ST-WIDE, FLAGLER, LAKE, MARION, ORANGE, OSCEOLA, SEMINOLE, SUMTER, VOLUSIA			
Road Name:	Highway Lighting			
Limits:	Midpoint			
Project(s):	42795717287(*)	Federal Aid No: N/A		
Total Roadway Length:	0.000 Miles	Contract Days:	365	
Total Bridge Length:	0.000 Miles	Letting Date:	01/06/26	
Total Proposal Length:	0.000 Miles	Contract Execution Days:	10	
		Special Start Date:	N/A	
		Aquis/Flexible Start Time:		
Proposal Budget Estimate:	\$350,000.00			

Please read the full advertisement

Description:

FDOT District 5
 Proposal ID No.: E50E7
 Financial Project No.: 427957-1-72-87
 Fiscal Year: 2026
 Counties: District Wide
 Calendar Days: 365

This is a Maintenance Work Document driven Contract with a budget estimate of \$350,000.00. The contract will be awarded at the budget estimate amount. This contract includes an option for renewal(s).

Intent:

The work under this contract consists of repair and replacement of various elements of the highway lighting system on Department maintained roadways on an as-needed basis within District 5.

Experience:

For this Contract, the Contractor is required to have at least three (3) years of experience in the performance of Highway Lighting work, consisting of installation, maintenance, diagnostic and repair and/or the Project Superintendent must have at least three (3) years of like experience as a Superintendent. A Contractor that presently has a certificate of prequalified with the Department in both "Underground Utilities (Electric) and Traffic Signal" will suffice to meet the above requirements.

Note:

The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The Department does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The Departments estimated quantities and the Contractors bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed. For this Contract in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. Work Documents will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work.

Call Order: 001 Proposal: E50E7-R0

ALT	Item	Description	Unit	Quantity
Section 0001 HIGHWAY LIGHTING MAINTENANCE (MH)				
	0102- 14-	TRAFFIC CONTROL OFFICER	HR	25.000
	0630- 2- 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1,000.000
	0630- 2- 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	1,000.000
	0630- 2- 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	1,000.000
	0630- 2- 15	CONDUIT, FURNISH & INSTALL, BRIDGE MOUNT	LF	1,000.000
	0635- 2- 30	PULL & SPLICE BOX, INSTALL	EA	24.000

Call Order: 001 Proposal: E50E7-R0

ALT	Item	Description	Unit	Quantity
	0635- 2- 50	PULL & SPLICE BOX, REPAIR	EA	35.000
	0715- 1- 11	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <	LF	500.000
	0715- 1- 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	LF	500.000
	0715- 1- 13	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2	LF	500.000
	0715- 1- 14	LIGHTING CONDUCTORS, F&I, INSULATED, NO 1 TO NO 0	LF	500.000
	0715- 1- 15	LIGHTING CONDUCTORS, F&I, NO.1/0 - 3/0 (0 to 000)	LF	500.000
	0715- 1- 16	LIGHTING CONDUCTORS, F&I, NO.4/0 (0000) OR LARGER	LF	500.000
	0715- 1- 20	LIGHTING CONDUCTOR, INSTALL- MATERIALS FURNISHED BY FDOT OR MAINTAINING AGENCY	LF	500.000
	0715- 1- 40	LIGHTING CONDUCTORS, RELOCATE EXISTING CONDUCTOR	LF	100.000
	0715- 1- 60	LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS	LF	1,000.000
	0715- 1- 70	LIGHTING CONDUCTORS, REMOVE & STOCKPILE, FDOT OR MAINT AGENCY OWNS	LF	1,000.000
	0715- 1- 80	LIGHTING CONDUCTORS, PLACE OUT OF SERVICE	LF	500.000
	0715- 5- 21	LUMINAIRE & BRACKET ARM, REPLACE LUMINAIRE AND ARM ON EXISTING POLE	EA	25.000
	0715- 5- 30	LUMINAIRE & BRACKET ARM, INSTALL	EA	25.000
	0715- 5- 31	LUMINAIRE & BRACKET ARM- ALUMINUM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	EA	10.000
	0715- 5- 32	LUMINAIRE & BRACKET ARM- GALV STEEL, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	EA	10.000
	0715- 5- 40	LUMINAIRE & BRACKET ARM, RELOCATE	EA	10.000
	0715- 5- 51	LUMINAIRE & BRACKET ARM, REMOVE LUMINAIRE AND ARM; POLE REMAINS	EA	10.000
	0715- 7- 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	4.000
	0715- 7- 12	LOAD CENTER, F&I, PRIMARY VOLTAGE	EA	5.000
	0715- 7- 21	LOAD CENTER, REWORK, SECONDARY VOLTAGE	EA	3.000
	0715- 7- 41	LOAD CENTER, REMOVE, SECONDARY VOLTAGE	EA	4.000
	0715- 10- 3	LIGHT POLE FOUNDATION, REPAIR	EA	25.000
	0715- 10- 4	LIGHT POLE FOUNDATION, STRAIGHTEN EXISTING FOUNDATION	EA	20.000
	0715- 10- 5	LIGHT POLE FOUNDATION, REMOVE FOUNDATION- NO EXISTING POLE	EA	15.000
	0715- 11- 30	LUMINAIRE WITH BRACKET, FURNISH & INSTALL	EA	35.000
	0715- 11- 39	LUMINAIRE- UNDERDECK PENDANT, FURNISH & INSTALL	EA	5.000
	0715- 11-115	LUMINAIRE, F&I, ROADWAY, WALL MOUNT	EA	5.000
	0715- 11-118	LUMINAIRE, F&I, ROADWAY, FLOOD	EA	5.000
	0715- 11-125	LUMINAIRE, F&I, UNDER DECK, WALL MOUNT	EA	10.000
	0715- 11-128	LUMINAIRE, F&I, UNDER DECK, FLOOD	EA	10.000
	0715- 11-131	LUMINAIRE, F&I- REPLACE EXISTING, COBRA HEAD FOR SIGN	EA	50.000
	0715- 11-211	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, COBRA HEAD	EA	90.000
	0715- 11-212	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY HIGH MAST	EA	40.000
	0715- 11-213	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, POLE TOP	EA	35.000
	0715- 11-214	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, SHOEBOX	EA	35.000

Call Order: 001 Proposal: E50E7-R0

ALT	Item	Description	Unit	Quantity
	0715- 11-216	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, PENDANT/TEARDROP	EA	30.000
	0715- 11-219	LUMINAIRE - SPECIAL DESIGN, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY	EA	5.000
	0715- 11-225	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE, ROADWAY, WALL MOUNT	EA	35.000
	0715- 11-237	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, SIGN, SIGN MOUNT	EA	35.000
	0715- 11-300	LUMINAIRE, INSTALL	EA	100.000
	0715- 11-400	LUMINAIRE, RELOCATE	EA	15.000
	0715- 11-500	LUMINAIRE, REMOVE	EA	15.000
	0715- 11-600	LUMINAIRE, REPAIR & REINSTALL	EA	75.000
	0715- 16- 5	LIGHTING - BALLAST, REPLACE	EA	25.000
	0715- 17- 52	LIGHTING - LAMP, REPLACE, MERCURY VAPOR	EA	5.000
	0715- 17- 53	LIGHTING - LAMP, REPLACE, METAL HALIDE	EA	5.000
	0715- 17- 55	LIGHTING - LAMP, REPLACE, LOW PRESSURE SODIUM	EA	15.000
	0715- 61-100	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 0' ARM LENGTH	EA	5.000
	0715- 61-111	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 8' ARM LENGTH	EA	10.000
	0715- 61-121	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 10' ARM LENGTH	EA	12.000
	0715- 61-142	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 12' ARM LENGTH	EA	15.000
	0715- 61-152	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 15' ARM LENGTH	EA	12.000
	0715- 61-200	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 35' MOUNTING HEIGHT, 0' ARM LENGTH	EA	12.000
	0715- 61-211	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 35' MOUNTING HEIGHT, 8' ARM LENGTH	EA	12.000
	0715- 61-221	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 35' MOUNTING HEIGHT, 10' ARM LENGTH	EA	12.000
	0715- 61-242	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 35' MOUNTING HEIGHT, 12' ARM LENGTH	EA	12.000
	0715- 61-252	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 35' MOUNTING HEIGHT, 15' ARM LENGTH	EA	12.000
	0715- 61-300	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 0' ARM LENGTH	EA	10.000
	E715- 4- 1	LIGHT POLE REPAIR- FURNISH AND INSTALL HAND HOLE COVER	EA	55.000
	E715- 4- 2	LIGHT POLE REPAIR- FURNISH AND INSTALL LENS	EA	50.000
	E715- 16- 1	BALLAST (F&I)	EA	25.000
	E715- 16- 2	BALLAST ASSEMBLY (F&I)	AS	25.000
	E715- 17- 1	LAMP (HPS)	EA	75.000
	E715- 17- 4	LAMP (FLUORESCENT)	EA	10.000
	E715- 17- 5	LAMP (LPS)	EA	35.000
	E715- 17- 9	LAMP (LED)	EA	75.000
	E715- 17- 10	LUMINAIRE, FURNISH & INSTALL, SIGN, SIGN MOUNT	EA	50.000
	E715- 18-101	LOAD CENTER PART (F&I) (SGL POLE BREAKER)	EA	5.000
	E715- 18-112	LOAD CENTER PART (F&I) (CIRCUIT FUSE)	EA	5.000

Call Order: 001 Proposal: E50E7-R0

ALT	Item	Description	Unit	Quantity
	E715- 18-113	LOAD CENTER PART (F&I) (MAIN FUSE)	EA	5.000
	E715- 18-114	LOAD CENTER PART (F&I) (DUMMY SLUG)	EA	25.000
	E715- 18-116	LOAD CENTER PART (F&I) (COVER PLATE)	EA	20.000
	E715- 22- 1	GROUND ROD	EA	15.000
	E715- 24- 1	FUSE (F&I) (POLE BASE)	EA	100.000
	E715- 24- 2	FUSE (F&I) (SIGN)	EA	15.000
	E715- 24- 4	DUMMY SLUG (F&I) (POLE BASE)	EA	25.000
	E715- 25- 1	FUSE HOLDER (F&I) (POLE BASE)	EA	20.000
	E715- 32- 1	DIAGNOSTIC WORK (SHOULDER SINGLE ARM)	LO	25.000
	E715- 32- 2	DIAGNOSTIC WORK (SHOLDER DOUBLE ARM)	LO	25.000



Memorandum

Date: February 10, 2026
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Approve Novation for File No. 250012-N-AS, Single Source Purchase of Rugged Machine to Machine (M2M) Gateway GPS Routers, Maintenance, Service, and Parts (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)

Recommendation

Approve Novation for File No. 250012-N-AS, Single Source Purchase of Rugged Machine to Machine (M2M) Gateway GPS Routers, Maintenance, Service, and Parts, to change the contractor from Source, Inc. of Missouri, Federal Employer Identification Number (FEIN) (20-1683738) to Ergotech Controls, LLC d/b/a Industrial Networking Solutions, FEIN (75-2778067), for the Police Department (PD).

Background

On September 17, 2024, the BOC awarded Contract File No. 250012-N-AS to Source, Inc. of Missouri, effective through September 30, 2026. The purpose of this contract is for the purchase of replacement routers, antennas, and cables as police vehicles are replaced (see attached memo). The novation is needed because the awarded contractor, Source, Inc. of Missouri, was recently acquired by Ergotech Controls, LLC d/b/a Industrial Networking Solutions, effective July 1, 2025. The novation will also transfer associated purchase order(s) and subsequent payments to the new entity.

Funding

001-1002-521-4600 and 001-1002-521-4604 - PD

Strategic Plan Objective

N/A



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P Young, Chief of Police *JY*

Date: February 3, 2026

Ref: Industrial Networking Solution (INS) Novation

The Police Department requests approval of a novation agreement to change the contractor from Source Inc. (FEIN 20-1683738) to Industrial Networking Solutions (INS) (FEIN 75-2778067) for Contract File No. 250012-N-AS. Approval of this novation will also transfer associated purchase order(s) and subsequent payments to the new entity.

On September 17, 2024, the Board of Commissioners awarded the Police Department Contract File No. 250012-N-AS for up to \$60,000 to support proprietary software and related vehicle equipment. The current two-year agreement with Source Inc. authorizes up to \$60,000 for GPS maintenance and support, including a \$10,000 contingency for replacement items.

Industrial Networking Solutions (INS) has since acquired Source Inc. and assumed its contractual obligations. Approval of this novation will allow the Police Department to continue receiving essential maintenance, service, and replacement equipment critical to police operations without interruption or modification to the contract terms.

Approval of this novation will ensure seamless continuity of network and GPS support under Industrial Networking Solutions (INS) as the successor entity to Source Inc.

Funds for these services are budgeted in the following accounts:

- 001-1002-521.46-00 and 001-1002-521.46-04



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





Industrial Networking Solutions
3321 Essex Dr.
Richardson, TX 75082

D: (800) 889-1461
F: (972) 248-9533

Industrialnetworking.com

Dear Valued Source Partner:

Re: Legal Name Change

As you may know, Ergotech Controls, Inc dba Industrial Networking Solutions (INS) acquired Source Incorporated of Missouri on March 11, 2025. This letter is to inform you that the business operations of Source Incorporated of Missouri dba Source, will merge into Industrial Networking Solutions, effective July 1, 2025.

This internal reorganization has no impact on the business relationships we have with our customers. However, there are form changes that will impact invoices, credit memos, order acknowledgements, return material authorizations and contracts that we wanted to inform you about.

Invoices/Credit Memos/Order Acknowledgments/RMA's

Starting July 1, quotes, invoices, credit memos, order acknowledgments and RMA's will reflect our new company information and INS logo.

Payments

Payments should be remitted referencing our new entity name, **Ergotech Controls, LLC dba Industrial Networking Solutions**.

We strongly encourage you to send payment via ACH, EFT, or Wire.

****IF YOU HAVE ANY CONCERNS ABOUT THE LEGITAMACY OF THIS REQUEST, CALL US.**

BANKING INFORMATION – ACH, EFT, or WIRE Payment:

Account number:	004451745004
Routing number ACH:	111000012
Routing number DOM. WIRES:	026009593
SWIFT Code INTL WIRES:	BOFAUS3N
Account name:	ERGOTECH CONTROLS LLC
Account address:	3321 Essex Drive Richardson, TX 75082

Bank address:	Bank of America 222 Broadway New York, NY 10038
---------------	--

Remittance email: **AR@industrialnetworking.com**



LOCKBOX INFORMATION – Check Payment:

Regular US Mail

INDUSTRIAL NETWORKING SOLUTIONS
PO BOX 844097
DALLAS, TX 75284-4097

Accounts Receivable Contact:

Toll Free: 800-889-1461
Local: 972-248-7466
Email: AR@industrialnetworking.com

Tax Registration Numbers

Ergotech Controls LLC dba Industrial Networking Solutions tax ID is: **75-2778067**. An updated W9 form is enclosed.

Resale Exemption Certificates

Please see the attached enclosure for more information about updated resale exemption certificates that are needed for those purchasing from INS for resale. We will need you to return updated individual state certificates as well as an updated multi-state certificate. The completed forms should be emailed to accounting@industrialnetworking.com

Contracts

Existing contracts remain in effect, assumed, and fully supported by Ergotech Controls, LLC. These will be updated upon expiration of existing agreements to reflect the new entity name.

We look forward to continuing to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Saurabh", with a stylized flourish extending to the right.

Saurabh Nayyar
CFO

Ergotech Controls, LLC
dba Industrial Networking Solutions

September 12, 2023

ERGOTECH CONTROLS, LLC
Attn: Jason Bell

Regarding: Account / Routing Number Confirmation

Please accept this letter as confirmation that, according to our records, the account referenced below is maintained at Bank of America, N.A. with the following information:

Account number:	004451745004
Active ACH Blocks/Filters on file:	No
Routing number ACH/EFT:	111000012
Routing number DOM. WIRES:	026009593
SWIFT Code INTL WIRES:	BOFAUS3N (U.S DOMESTIC) BOFAUS6S (FOREIGN CURRENCY)
Account name:	ERGOTECH CONTROLS, LLC
Account Address:	ERGOTECH CONTROLS, LLC, DBA INDUSTRIAL NETWORKING SOLUTIONS, 3321 ESSEX DRIVE, RICHARDSON, TX 75082

The information set forth above is as of **September 12, 2023**. Please note that the information provided by the Bank in this letter is given as of the date of this letter and is subject to change without notice, and is provided in strict confidence to you for your own use only, without any responsibility, guarantee, representation, warranty (expressed or implied), commitment or liability on the part of the Bank, its parents, subsidiaries or affiliates or any of its or their directors, officers or employees to you or any third party, and none of them assumes any duties or obligations to you in connection herewith. This letter is not to be quoted or referred to without the Bank's prior written consent. The Bank has no duty and undertakes no responsibility to update or supplement the information set forth in this letter.

If you have any questions, or require further assistance, please do not hesitate to contact us at **888.400.9009**.

This is an electronically issued Account Verification Letter and no wet-ink signature is required for issuance and validity.

"Bank of America" and "BoFA Securities" are the marketing names used by the Global Banking and Global Markets divisions of Bank of America Corporation. Lending, other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Trading in securities and financial instruments, and strategic advisory, and other investment banking activities, are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, BoFA Securities, Inc. and Merrill Lynch Professional Clearing Corp., both of which are registered broker-dealers and Members of SIPC, and, in other jurisdictions, by locally registered entities. BoFA Securities, Inc. and Merrill Lynch Professional Clearing Corp. are registered as futures commission merchants with the CFTC and are members of the NFA.

Investment products offered by Investment Banking Affiliates:
Are Not FDIC Insured • May Lose Value • Are Not Bank Guaranteed.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ERGOTECH CONTROLS, LLC

2 Business name/disregarded entity name, if different from above

INDUSTRIAL NETWORKING SOLUTIONS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3321 ESSEX DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code

RICHARDSON

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

7 5 - 2 7 7 8 0 6 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

J Bell

Date ►

09/15/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Industrial Networking Solutions
3321 Essex Dr, Richardson, TX 75082
Phone: 972-248-7466 Fax: 972-248-9533
www.industrialnetworking.com

Remit Payment To:
Ergotech Controls, LLC
dba Industrial Networking Solutions
PO BOX 844097
Dallas TX 75284-4097

Invoice

Date:	Invoice #
9/18/2023	INV-1644572
Terms	Due Date

Bill To
No Customer/Job United States

Ship To
No Customer/Job United States

Customer PO #	Reference #	Sales Rep	Ship Via	Shipping Acct #
		House		
Tracking Number	Special Instructions			

Line	Part / Model#	B.O.	Order	Ship	Description	Unit Price	Amount
1	Note			1	Sample Invoice	0.00	0.00
Total							\$0.00

Account name: ERGOTECH CONTROLS LLC
Bank name: Bank of America
Account number: 004451745004 SWIFT code: BOFAUS3N
Routing number ACH: 111000012 Routing number WIRES: 026009593

Pricing is in US Dollars. Non-freight collect shipping charges will be prepaid and added to the invoice. Pre-pay and add freight charges quoted are only an estimate and are subject to change at the time of invoice based on actual carrier charges. Shipping terms are FOB Origin. Sales tax is calculated for shipments to all states with the exception of RI and VT. Customers located in RI and VT are responsible for direct payment of all sales/use taxes that may be applicable in their state. Purchaser acknowledges that the items contained in this shipment may be controlled by the U.S. Government and authorized for export only to the country of shipment for use by the purchaser. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than purchaser, either in their original form or after being incorporated into other items, without first obtaining any approvals required under U.S. law and regulations. By accepting this order, purchaser confirms that it will not resell, transfer, or otherwise dispose of the items contained herein in any manner that foreseeably would cause [INS] to be in violation of applicable export control or sanctions laws or regulations.

Returns, if authorized, must occur within 90 days of purchase. A Return Authorization (RMA #) must be provided by INS prior to returning materials. A minimum 20% restocking fee will be applied for all returns (subject to inspection). Materials that are damaged or not in original packaging will not be accepted. Cancelled orders are subject to a minimum 20% cancellation fee.

Please review our product support policy at: <http://www.industrialnetworking.com/Support-Policy>

If Net 30 terms have been selected by the customer as the preferred method of payment, but payment is instead made using a credit card, a 4% processing fee will be applied. If any balance of the invoice remains unpaid after the Due Date, late fees of 2% per month may be added to the balance of the invoice, without additional notice to the customer, until such late balance is paid.

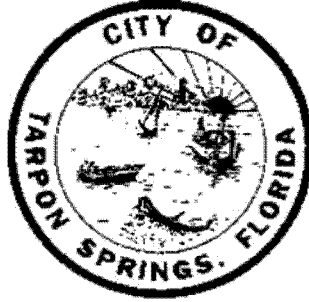
PURCHASE ORDER

09/19/24

ORDER DATE

CITY OF TARPON SPRINGS

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



240921

No.

SOURCE INC OF MISSOURI
SOURCE INC.
17850 W 99TH STREET
LENEXSA, KS 66219

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

250012-N-AS

26094

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			BLANKET - GPS, ROUTERS, & ACCESSORIES - PD EFFECTIVE DATE: 10/01/24 EXPIRATION DATE: 09/30/25 NOT TO EXCEED: 30000.00 REMARKS: In Accordance with File No. 250012-N-AS, BOC Approved 9/17/2024. Year 1 of 2 Commodity Code: 060 140 *For Police Dept. use only.			

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 199 of 477



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: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *91*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 09/17/2024
SUBJECT: Award File No. 250012-N-AS, Single Source Purchase of Rugged Machine to Machine (M2M) Gateway GPS Routers, Maintenance, Service, and Parts

RECOMMENDATION:

Award File No. 250012-N-AS, Single Source Purchase of Rugged Machine to Machine (M2M) Gateway GPS Routers, Maintenance, Service, and Parts, to Source, Inc., for a two (2) year period effective October 1, 2024 through September 30, 2026, in an aggregate amount not to exceed \$60,000, for the Police Department (PD).

BACKGROUND:

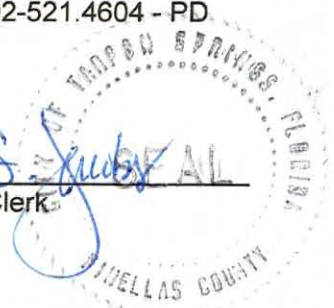
The purpose of this contract is to provide ongoing maintenance and support services for proprietary software and as needed purchases of replacement routers, antennas, and cables as police vehicles are replaced. On August 4, 2015, the BOC awarded a competitively bid contract to Source, Inc., for the purchase of Rugged M2M Gateway Integrated Broadband Routers with GPS capabilities, software, services, and accessories. This aggregate award amount includes a contingency amount of \$20,000 (\$10,000 annually) for the purchase of replacement routers, parts, and accessories (see attached memo). Source, Inc., is the sole source for Source's GPS Gate Solution support, software, and managed services.

FUNDING: FY25 Budget; Account no. 001-1002-521.4600 and 001-1002-521.4604 - PD

Accepted by: Mal S. LeCom
City Manager

Attest

Shene S. Smith
City Clerk





TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P Young, Chief of Police *J.P.Y.*

Date: September 10, 2024

Ref: BOC Authorization to Purchase Ongoing GPS Maintenance & Services with Source, Inc.

On 8/24/2022, the Board of Commissioners approved Contract File No. 230004-N-AS in an aggregate amount not to exceed \$55,000 for ongoing maintenance and support for the Police Department's (PD) proprietary GPS router software and as needed purchases of antennas, cables or replacement routers as police vehicles are replaced.

PD requests a new two (2) year contract with Source, Inc., effective 10/01/2024 through 9/30/2026, in a total estimated amount not to exceed \$60,000 for ongoing Rugged Machine to Machine (M2M) Gateway GPS router maintenance and support services. The requested amount includes an annual contingency allowance of \$10,000 for as needed accessories and replacement items. This equipment and the maintenance, service, and replacement thereof is essential to PD's daily operations. Source, Inc. is the sole source for its proprietary GPS Gate solution and managed services.

Note: An updated single source documentation for this vendor was filed with Procurement on 09/10/2024.

Funding: 001-1002-521.46-00 and 001-1002-521.46-04 FY25



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

"A Full Service Accredited Law Enforcement Agency"





17850 W 99th Street
Lenexa, KS 66219

September 10, 2024

*City of Tarpon Springs Police Department
Raquel Hull
444 S. Huey AVE
Tarpon Springs, FL 34689*

Dear Raquel,

Source Inc is the sole source for Source Inc's GPS Gate solution with support and Managed Services with support for Tarpon Springs' Cradle Point NCM account. Source Inc's CradlePoint hardware pricing meets or exceeds Florida's NASPO pricing schedule.

Debbie Gasparovich

Debbie Gasparovich
Vice President of Operations
W:913.663.2700
dgasparovich@sourceinc.com
Source Incorporated of Missouri



Memorandum

Date: February 10, 2026
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 230046-N-AS, Single Source Purchase of OnBase Software Maintenance and Support (**Suzanne Linton IT Director, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 230046-N-AS, Single Source Purchase of OnBase Software Maintenance and Support to Databank IMX LLC to an estimated total amount not to exceed \$98,722.84, an increase of \$55,000, through December 31, 2026, for the Information Technology (IT) Services Department.

Background

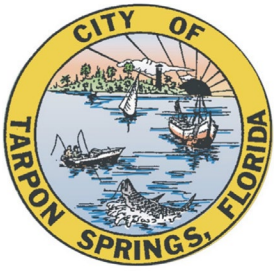
The Board awarded the three-year contract on November 15, 2022. On December 16, 2025, the Board extended this contract through December 31, 2026. The purpose of this contract is to provide ongoing maintenance and support for the City's OnBase information platform, which houses all electronic document records and allows the City to capture documents and data from different file types. OnBase is currently used by all City departments for public records access, processing account payables, budget transfers, storing contract files, document tracking, and workflows, etc. The increase is requested for a required upgrade, professional services for configuration, and Adobe Sign integration (see attached memo and quotes).

Funding

Funding will be from accounts 001-0304-513-4600, 001-0304-513-3100 - IT Repair & Maintenance/Professional Services,
and 402-8803-536-4600, 402-8803-536-3100 - Water/Sewer Repair & Maintenance/Professional Services

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Suzanne Linton
IT Director

MEMORANDUM

DATE: February 3, 2026

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director

RE: Authorize Increase to Databank IMX Contract for Onbase

Recommendation

Authorization to increase the contract with DataBank IMX for a required OnBase upgrade in the amount of \$23,550; professional services for configuration in the amount not to exceed \$24,750; and Adobe Sign integration for an annual fee of \$7,200.

OnBase is the city's digital filing cabinet and workflow engine. It captures and stores documents from across departments, ties them to the right records in our ERP and line of business systems, and automates routing, approvals, and retention. This reduces manual paper handling, speeds up processing for things like permits, invoices, HR files, and public records, and gives us controlled, auditable access to information for staff and auditors.

This software is currently used by all city departments for processing account payables, budget transfers, document tracking, workflows, and electronic document storage.

Funding:

Onbase upgrade:

00103045134600 55% \$12,952.50

40288035364600 45% \$10,597.50

Total: \$23,550

Adobe Sign:

00103045134600 55% \$3,960

40288035364600 45% \$3,240

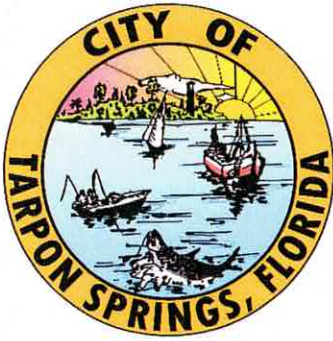
Total: \$7,200 Year 1

Onbase Professional Services

00103045133100 55% \$13,612.50

40288035363100 45% \$11,137.50

Total: \$24,750



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: Honorable Mayor and Board of Commissioners

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

DATE: 12/16/2025

SUBJECT: Extend File No. 230046-N-AS, Single Source Purchase of OnBase Software Maintenance and Support

RECOMMENDATION:

Extend File No. 230046-N-AS, Single Source Purchase of OnBase Software Maintenance and Support to Databank IMX LLC for a 12-month period, effective January 1, 2026, through December 31, 2026, in an estimated total amount not to exceed \$43,722.84, for the Information Technology (IT) Services Department.

BACKGROUND:

The Board awarded the three-year agreement contract November 15, 2022. The purpose of this contract is to provide ongoing maintenance and support for the City's OnBase information platform, which houses all electronic document records and allows the City to capture documents and data from different file types. OnBase is currently used by all City departments for public records access, processing account payables, budget transfers, storing contract files, document tracking, and workflows, etc. The extension period is requested to provide for ongoing software maintenance and support while the IT department is negotiating new upgrades to the service. The extended support fee on the quote attached will be removed, per Richard Culhane, Account Manager, Databank, once the upgrade to the software is completed within 6 months (see attached memo and quote).

FUNDING: 001-0304-513-4600 Information Technology Services

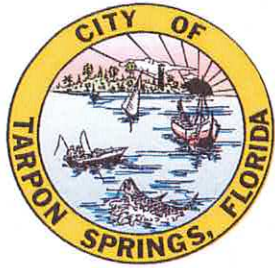
Accepted by: _____

[Signature]
City Manager

Attest: _____

[Signature]
City Clerk





City of Tarpon Springs, Florida

Suzanne Linton
IT Director

MEMORANDUM

DATE: December 11, 2025

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director

RE: Authorize One-Year OnBase Maintenance Contract Extension

Recommendation

Authorization to extend the contract with DataBank IMX for OnBase maintenance and support in the amount of \$43,772.84 for the period of January 1, 2026, to December 31, 2026.

OnBase is the city's digital filing cabinet and workflow engine. It captures and stores documents from across departments, ties them to the right records in our ERP and line of business systems, and automates routing, approvals, and retention. This reduces manual paper handling, speeds up processing for things like permits, invoices, HR files, and public records, and gives us controlled, auditable access to information for staff and auditors.

This software is currently used by all city departments for processing account payables, budget transfers, document tracking, workflows, and electronic document storage.

The extended support fee will be removed, per Richard Culhane, Account Manager, Databank, once the upgrade to the software is completed within 6 months.

Funds are budgeted and available: 00103045134600

MAINTENANCE INVOICE

NO. MO61301278

DATE: 11/17/2025

Sales Order No. MO61301278
Order Type Maintenance Contract
Customer ID CIT0109

BILL TO:	SHIP TO:
MIS DIVISION CITY OF TARPON SPRINGS 324 E PINE STREET TARPON SPRINGS, FL 34689	MIS DIVISION CITY OF TARPON SPRINGS 324 E PINE STREET TARPON SPRINGS, FL 34689

Notes: **OnBase Maintenance increase: Hyland has the annual uplift on OnBase maintenance as 10% effective immediately. This uplift is reflected on the current invoice. PAGE 1
 **Reinstatement fees: Effective with your 2026 customer renewal, will be a mandatory 10 percent reinstatement fee for any past due invoice. Hyland will no longer offer any type of grace period. Databank is to receive full payment before 12/29/2025 so that we may process the associated paper work with our technology partners.
 Receipt of a Purchase Order will not continue maintenance coverage.

LOCATION CODE		SHIP VIA		ORDERED BY		CUSTOMER P.O. NO.	
61		Bestway					
ORDER DATE		TERMS		SALES PERSON		CONTRACT NUMBER	
				Culhane, R			
PART NUMBER		QUANTITY		UNITS	UNIT PRICE	DISC %	EXTENDED PRICE
17005		1.00		EACH	43,772.840000	0.00	43,772.84

ONBASE MAINTENANCE FEES - 1/1/2026 THRU 12/31/2026

0.00

54,716.05

Continued

MAINTENANCE INVOICE**NO. MO61301278****DATE: 11/17/2025**

Sales Order No. MO61301278
Order Type Maintenance Contract
Customer ID CIT0109

BILL TO:	SHIP TO:
MIS DIVISION CITY OF TARPON SPRINGS 324 E PINE STREET TARPON SPRINGS, FL 34689	MIS DIVISION CITY OF TARPON SPRINGS 324 E PINE STREET TARPON SPRINGS, FL 34689

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PAGE 2

LOCATION CODE		SHIP VIA	ORDERED BY		CUSTOMER P.O. NO.
61		Bestway			
ORDER DATE		TERMS	SALES PERSON		CONTRACT NUMBER
			Culhane, R		
PART NUMBER	QUANTITY	UNITS	UNIT PRICE	DISC %	EXTENDED PRICE

Notes: HSI # 6716
OCMPW1 Batch OCR Maintenance 4
CLMPW1 COLD/ERM Maintenance 1
CTMPC1 Concurrent Client (1-100) Maintenance 8
CTMPC1 Concurrent Client (1-100) Maintenance 20
AIMPW1 Desktop Document Imaging (15 ppm max) Maintenance 3
DGMPN1 Digital Signatures Maintenance 10
DGMPN1 Digital Signatures Maintenance 1
DGMPN1 Digital Signatures Maintenance 5
DGMPN1 Digital Signatures Maintenance 3
DGMPN1 Digital Signatures Maintenance 1
DGMPN1 Digital Signatures Maintenance 3
DGMPN1 Digital Signatures Maintenance 2
DGMPN1 Digital Signatures Maintenance 6
DGMPN1 Digital Signatures Maintenance 4
DGMPN1 Digital Signatures Maintenance 6
DPMPW1 Document Import Processor Maintenance 1
DRMPI1 Document Retention Maintenance 1
FMMP11 E-Forms Maintenance 1
IDMPC1 Full-Text Indexing Concurrent Client for Autonomy IDOL Maintenance 10
GV-B-MU2-OUTMPI1 Local Government Integration for Microsoft Outlook Maintenance 1
GV-B-LOCAL-M Local Government Licensing Bundle (Maintenance) 1

0.00

54,716.05

Continued

**MAINTENANCE INVOICE****NO. MO61301278****DATE: 11/17/2025**

Sales Order No. MO61301278
Order Type Maintenance Contract
Customer ID CIT0109

BILL TO:	SHIP TO:
MIS DIVISION CITY OF TARPON SPRINGS 324 E PINE STREET TARPON SPRINGS, FL 34689	MIS DIVISION CITY OF TARPON SPRINGS 324 E PINE STREET TARPON SPRINGS, FL 34689

Notes: **OnBase Maintenance increase: Hyland has the annual uplift on OnBase maintenance as 10% effective immediately. This uplift is reflected on the current invoice.
**Reinstatement fees: Effective with your 2026 customer renewal, will be a mandatory 10 percent reinstatement fee for any past due invoice. Hyland will no longer offer any type of grace period. Databank is to receive full payment before 12/29/2025 so that we may process the associated paper work with our technology partners. Receipt of a Purchase Order will not continue maintenance coverage.

PAGE 3

LOCATION CODE		SHIP VIA		ORDERED BY		CUSTOMER P.O. NO.					
61		Bestway									
ORDER DATE		TERMS		SALES PERSON		CONTRACT NUMBER					
				Culhane, R							
PART NUMBER		QUANTITY		UNITS		UNIT PRICE		DISC %		EXTENDED PRICE	

GV-B-MU2-OBAMPI1 Local Government Office Business Application Maintenance 1
GV-B-MU2-WLMPC1 Local Government Workflow Concurrent Client SL Maintenance 8
OMMPI1-ANDPH Mobile Access for Android Maintenance 1
OMMPI1-IPHN Mobile Access for iPhone Maintenance 1
CTMPN1 Named User Client (1-100) Maintenance 10
DIMPW1 Production Document Imaging (Kofax or Twain) (1) Maintenance 1
DIMPW2 Production Document Imaging (Kofax or Twain) (2+) Maintenance 3
GWMP11 Public Sector Constituency Web Access Maintenance 1
UFMPI1 Unity Forms Maintenance 1
WTMPW1 Web Server Maintenance 1

17005	1.00	EACH	10,943.214000	0.00	10,943.21
-------	------	------	---------------	------	-----------

EXTENDED SUPPORT FEE

Notes: An Extended Support Fee has been added to your invoice because our records currently indicate you are running a version of OnBase that has been designated as needing Extended Support by Hyland Software. If you have questions about what versions qualify for extended support, please let us know.

Notes:

Please Remit Payment to:
Databank IMX LLC
PO BOX 829878
PHILADELPHIA, PA 19182-9878

Electronic Remittances to:
Account Name: Databank IMX LLC
Bank Name: Sumitomo Mitsui Banking Corp., New York
Routing #: 0260-0967-4
Acct Number: 340491

Sales Total	54,716.05
Shipping & Handling	0.00
Total Misc. Charges	0.00
Sales Tax	0.00
	54,716.05
Less Paid Amount	0.00
TOTAL	54,716.05



CITY OF TARPON SPRINGS

STATEMENT OF WORK

ONBASE UPGRADE

JANUARY 15, 2026



DataBank
A KYOCERA GROUP COMPANY

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1.0 VERSION CONTROL

1.1 Document Attributes

Document Name	Statement of Work
Document Identifier	20260115_City of Tarpon Springs_Upgrade SOW
Publish Date	1/2/2026
Template Version Number	SOW-TemplateUpgradeOnPrem-v7-02142025
Version History	0.3

1.2 Version History

Version Number	Date	Responsibility (Author)	Description
0.1	1/2/2026	Rick Billiet	Initial draft
0.2	1/8/2026	Rick Billiet/Brian Wienclaw	Addition of "Copy 2" verbiage and scope, discount, addition of Use and Disclosure, and modifications to GT&C.
0.3	1/15/2026	Tim Nelson	Removed the eForm rewrite scope and associated costs

1.3 RACI Chart

Name	Position	*	R	A	S	C	I
Lee Meyerdirk	DataBank - Public Sector Practice Director	X		X	X		X
Jeff Eveland	DataBank – Vice President of Services			X	X		X
Rick Billiet	DataBank – Manager, Database & infrastructure				X		X
Kendra Deutsch	DataBank - Director of Professional Services - Public Sector				X		X
Brian Wienclaw	DataBank - Proposal Specialist		X				X
Richard Culhane	DataBank - Account Manager				X		X
Suzanne Linton	City of Tarpon Springs - Project Sponsor	X				X	X
Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.						

1.4 End User Maintenance

Customer Number	6716
Maintenance Status	Full
Expiration Date	12/31/2025

☐ DataBank has verified End User Maintenance will be valid for the duration of this project.

2.0 INTRODUCTION

Hyland Software, Inc., manufacturer of OnBase, routinely releases new versions of the software. Each new version may contain new modules, new features in existing modules, corrections and/or enhancements to the software. DataBank strongly encourages their Customers to stay relatively current with the release schedule of OnBase. This benefits Customers in terms of maintenance, support, and overall user experience.

City of Tarpon Springs (hereinafter referred to as "Customer") is seeking to upgrade their current OnBase environments and is leveraging DataBank IMX, LLC, a Delaware Limited Liability Company (hereinafter referred to as "DataBank"), with its principal offices located at 458 Pike Road, Huntingdon Valley, PA 19006 to assist with the upgrade implementation.

3.0 OBJECTIVE

The objective of this document is to present the project scope, deliverables, assumptions, and professional service estimates for implementing the solution at Customer. It will also serve to solicit approval from Customer to move ahead with the described activities upon receipt of a signed copy.

4.0 UPGRADE PROJECT PLAN OVERVIEW

This Statement of Work outlines a project plan for an In-Place OnBase upgrade from version 22.1 to Current OnBase Release Build.

This project is to be performed remotely, using a remote screen-sharing application (Teams, Zoom, etc.).

Environments, servers and complex solutions to be covered under this project are:

TEST Environment

- 1 Database Server
- 1 App Server

PROD Environment

- 1 Database Server
- 1 Web Server
- 1 Processing Server
- 1 PAV Server

Certain OnBase modules pose particular considerations for OnBase projects. Modules licensed in the Customer environment include, but are not limited to:

- | | | |
|---|--|--|
| ☒ Workflow | ☐ WorkView | ☐ SSO/Identity Provider |
| ☐ Encrypted Keyword/Diskgroups | ☐ Autonomy IDOL | ☐ File Server/DDS |
| ☐ Mobile | ☐ Thick Client Processing | ☒ Other |

As part of the pre upgrade analysis an assessment of custom components was conducted. The results are located within Appendix C

As part of this project, Customer may request DataBank to convert Electronic Forms to be compatible with modern OnBase architecture and modern internet browsers. This is a billable expense which must be included in Time and Materials if the service is requested. Based on the number of forms and their complexity, a change order may be required if further complexity is discovered once the project begins.

External Autofill Keyword Sets and Data Sets that use SQL Select string queries or VB Scripts are no longer recommended for use and may be removed in a future release. The rewrite \ replacement of these is out of scope



for this project. The rewrite/replacement of these can be added as an additional billable expense.

Hyland has removed the Workflow functionality from the OnBase Thick Client as of version 23.1. Any end users currently using Thick client workflow will need to be transitioned to the Web or Unity client. Any back end processing will need to be moved to the Hyland Timer Service. As part of this project DataBank can install the required modules. Depending on the level of complexity of the solution a change order may be required to set up the workflows to run using the new modules.

As part of this project, DataBank will remove Copy 2 from the disk groups. This will involve ensuring that all files that are in Copy 2 but not in Copy 1 are copied to Copy 1 and then the Copy 2 configurations will be removed from the database.

5.0 SCOPE OF SERVICES

The scope of this project consists of planning, discovery, development, testing, training, and deployment activities associated with the implementation of this project. Installation and/or configuration of OnBase components not listed or that exceed the documented numbers will require an approved change order.

The scope of this initiative will be limited to DataBank performing the following activities:

Activity	Description
Environmental Discovery and Project Initiation	- Outline roles and responsibilities between Customer and DataBank. - Discuss downtime (window when Customer cannot access OnBase). - DataBank will share User Acceptance Testing best practices and discuss Customer testing responsibilities as needed. - Determine target delivery date and rollout plan. - DataBank will survey Customer environment and document servers, processing locations, timers, and service paths. - DataBank will review all existing and/or new servers for compatibility and ensure they have necessary pre-requisites installed prior to install. - DataBank will analyze the existing OnBase software configuration and database settings. - DataBank to provide Customer with documentation on how to download necessary installer files from Hyland. Customer to download files.
Test Refresh	The current Test database will be refreshed from the Production database. The refresh will include all configuration data and may include no documents, a subset of documents, or all documents.
Remove Copy 2 Configurations	- Ensure all files in Copy 2 are in Copy 1 - Remove Copy 2 configurations from the database
Upgrade Test Environment Implementation	- DataBank will provide Customer with guidelines for server compatibility upon request. - Customer will provide servers as identified in Project Kickoff meeting, and is responsible for granting remote server access and necessary rights to the DataBank Engineer at the agreed upon time. - DataBank will install destination version OnBase server components as determined in Environmental Readiness Assessment for In Place upgrades or on new servers if IPUP.

Activity	Description
	• If moving the OnBase database to a new server, Customer holds responsibility to ensure that the database software is installed and for taking a full backup of the production database and moving the database to the new database server. DataBank will be responsible for updating database connections, and database pointers within OnBase. • Customer assumes responsibility for Third-Party applications hosted on these servers and their compatibility. • DataBank will install destination version OnBase server components as determined in Environmental Readiness Assessment for In Place upgrades or on new servers if IPUP. • Customer is responsible for backing up the OnBase database. • Upgrade database and all component servers to target version. • DataBank will perform basic functionality testing of the Test upgrade. Basic OnBase functionality testing shall be limited to user login, storage, and retrieval. • Customer will be required to conduct user acceptance testing with Customer Subject Matter Experts and sign off on the Test environment upgrade. • After DataBank receives Customer sign off, upgrade can be performed in the production environment.
Upgrade Production (Prod) Environment Implementation	• Customer is responsible for backing up the OnBase database. • DataBank will provide Customer with guidelines for server compatibility upon request. • Customer will provide servers as identified in Project Kickoff meeting, and is responsible for granting remote server access and necessary rights to the DataBank Engineer at the agreed upon time. • DataBank will install destination version OnBase server components as determined in Environmental Readiness Assessment for In Place upgrades or on new servers if IPUP. • If moving the OnBase database to a new server, Customer holds responsibility to ensure that the database software is installed and for taking a full backup of the production database and moving the database to the new database server. DataBank will be responsible for updating database connections, and database pointers within OnBase. • Customer assumes responsibility for Third-Party applications hosted on these servers and their compatibility. • Customer is responsible for backing up and moving the backup of the OnBase database where applicable. • Upgrade database and all component servers to target version. • DataBank will perform basic functionality testing of the Prod upgrade. Basic OnBase functionality testing shall be limited to user login, storage, and retrieval. • Customer will be required to conduct user acceptance testing with Customer Subject Matter Experts and sign off on the Prod environment upgrade. • Within 15 days after project hand-off, support of the system will be transitioned to DataBank Support.

Activity	Description
Testing and Go-Live Support	- DataBank will provide post-upgrade support for unexpected software behavior or issues reported by Customer. - Any custom integration pieces should undergo User Acceptance Testing by Customer, and OnBase-side integration will be supported by DataBank. - If using the IPUP methodology, a Foundation version of OnBase and a Legacy version of OnBase will coexist for the duration of the project. To cut down on Go-Live Support costs and improve turnaround time, if unexpected behavior occurs in the Foundation version environment, Customer should verify all reported issues are not occurring in the Legacy environment prior to reporting the issue. - Customer is responsible for reporting & prioritizing unexpected behavior. - If issues are found with the software or upgraded environment result in a Software Change Request (SCR) from Hyland Software and Customer chooses to have DataBank upgrade the solution to a different fixed build, and this causes Go-Live Support to exceed the estimated hours, a Change Order for extra support time may be required.
Project Management	DataBank will own project management activities such as status meetings, budget reports, and change management.

The following items have been discussed but are considered out of scope for this project:

Activity	Description
Server Migrations	Customer desires the OnBase database and OnBase component servers to stay on their existing servers, as determined in Pre-Upgrade Analysis. If Customer decides to migrate to new servers or have migration performed by DataBank, a change order will be required.
Script Conversions	Following a pre-upgrade custom script check, it is assumed that there are no custom Scripts that need to be converted at this time. If Scripts are later identified and must be converted, a change order will be required.
Electronic Form Rewrites	Customer has elected to not have DataBank rewrite the eForm that was identified in the pre-upgrade analysis.
Custom Development	Unity script updates
User Acceptance Testing	- User Acceptance Testing is defined as the testing of unique processes configured by the Customer through the OnBase product. - To minimize DataBank's billable time, User Acceptance Testing is the responsibility of the Customer. - DataBank requires Customer involve their business subject matter experts and/or end users in functional testing.
Configuration of modules or components not currently installed	- OnBase solutions, configuration or components that are not currently installed will not be considered in scope for this project. - No additional new functionality will be considered part of the project.

Activity	Description
	Any requests for DataBank to change configuration of existing components will require an approved change order.
Workstation client software deployment	Customer is responsible for deploying OnBase client-side software, ODBC Data Sources, or other items to user workstations, unless explicitly stated in scope, or if an approved change order is processed.
OnBase Training	- Upgraded software may include new configuration options or updates to the user interface (UI). - Administrator or end user training is not considered in scope for any upgrade project. If training is required, Customer will work with their Account Manager in a separate service request.
Data Conversion	Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.
Custom Interfaces	Standard OnBase interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order.
Integrations	Application integrations with OnBase will require a change order.
Activities not listed	Activities not listed in the in scope statement will require a change order.

6.0 CRITERIA FOR PROJECT COMPLETION

DataBank defines upgrade project status as “Done”; that is, completed and ready for sign-off when the following statuses are present:

- All in scope installation activities have been completed
- All showstopper issues have been corrected or a viable workaround has been found
- Project will remain open for up to 15 (fifteen) days after the upgrade of the production system is complete. If after 15 days there are no open issues the project will be considered complete.

Note any non-showstopper issues with the software may be kept open with the upgrade technician when necessary. Pursuing corrections for unexpected software behavior often requires installing a new build of OnBase for correction. Once the unexpected software behavior is corrected and scheduled for release the issue will be considered closed. Resolution will require installing a new build and that installation would require a change order.

7.0 COMPENSATION & PAYMENT SCHEDULE

DataBank will charge and bill services fees to Customer for the Professional Services provided under this Statement of Work (SOW) in the following manner:

- Milestone or Fixed Bid project payments will be billed upon delivery or completion of the milestone.

All payments for subscription services or services outlined in this SOW must be made via Automated Clearing House (ACH) transfer. ACH transfers are required to facilitate timely and efficient payment processing. ACH transfers should be completed within thirty (30) days from the invoice date, unless otherwise agreed upon in

writing by both parties.

8.0 PRICING BREAKDOWN

8.1 Professional Services Fees - Fixed Bid

The services rendered under this SOW will be delivered on a fixed fee basis. All Fixed Bid or Milestone projects will require a Project Initiation to commence. From that point forward, DataBank shall invoice Customer on completion or delivery of the following project related milestones. Travel and Expenses are outlined separately in the section below.

Milestone	Deliverables	Fixed Bid
Environmental Discovery and Project Initiation	- Project Kickoff - Project Plan - Release notes, documentation, download file info from Hyland Community	\$3,780.00
Upgrade Test and Implementation	- Refresh Test environment - Upgrade done on Test Servers - Database schema updated	\$5,660.00
Remove Copy 2	Copy 2 configurations removed from database	\$4,800.00
Upgrade PROD and Implementation	- Upgrade done on PROD Servers - Database schema updated - Project Sign-off	\$7,430.00
Production Deployment	Go-Live Support	\$1,880.00
Grand Total		\$23,550.00

Note: Fixed cost project. Customer will be billed for the specific milestone amount upon completion of each milestone above. It is important to note that scope can change throughout the lifecycle of a project requiring the use of DataBank's change order process. DataBank recommends Customer add a contingency reserve of 20% of total project estimate to account for change orders and additional requests.

9.0 DATABANK POLICIES

9.1 Travel & Expense Policy

Work is to be performed remotely. Any request of onsite work would require a Change Order.

9.2 Non-Standard Time Policy

Professional Services are considered non-standard time if they are performed outside of standard business hours in Customer's time zone. In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charge a premium when Customer has requested that work be performed outside of standard business hours (see above for location and/or hours details). Premium rates are billed at 1.50 times the quoted services rate.

9.3 Change Order Policy

Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this SOW, if the schedule changes from the defined schedule in this SOW, or Project Assumptions listed in this SOW are not

met. This includes billable and non-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.

10.0 CUSTOMER RESPONSIBILITIES

Customer agrees that the following actions and project requirements will be solely owned and completed/provided by Customer staff and Customer resources. Failure to complete actions will directly impact the project start date, project schedule and project success. Any requirements or Customer responsibilities not provided during the project will result in a change order to account for increased project schedule, increased resource expenses, and increased operating expenses.

10.1 Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Customer.

1. Signed Statement of Work and Purchase Order, if required by Customer.
2. All applicable System Servers are installed, tested, and properly working
3. All applicable Operating Software is installed, tested, and working properly
4. A network account with rights to the network and hardware is set up and made available to DataBank for both onsite and remote work.
5. A work space will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
6. Customer will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
7. Customer will assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.

10.2 Required During Project

Customer will provide the following during the project.

1. Customer will maintain and keep available all line items listed as requirements prior to project start.
2. Customer will manage/schedule its own resources during the project.
3. Customer will test the deployed solution as defined within the Solution Design Document.
4. Customer will document all issues/change requests as part of the Customer testing process.

11.0 ASSUMPTIONS

11.1 Project Assumptions

The following Assumptions are paramount to the defined scope and schedule for this project. Any variables in the project found to not match the listed assumptions will be documented by DataBank Project Manager as a project risk. A change order will be required for any variables that do not match the Project Assumptions and that impact the project deliverables, project schedule or project expenses.

1. This quote and description of work is valid for 180 days following delivery of the Statement of Work to the Customer or the next OnBase long term release (LTR), whichever comes first. If work does not begin within that allotted period, a follow-up review of the system will be performed, and a Change Order for additional work may be required.
2. Recognizing that technology is a changing landscape in which changes to software (OS and browser updates, OnBase major versions, etc.) are outside the control of DataBank, changes in software may



necessitate a change in the approach or requirements of an upgrade in order to preserve the functionality of the solution. This work may require a Change Order to bring Customer system in compliance with updated software.

3. DataBank resources will schedule a kickoff call within (2) weeks after both parties sign this SOW.
4. A schedule will be presented during the kickoff call and will be updated after discovery is complete. If Customer delays lead to gaps of more than (5) unplanned days, the currently assigned DataBank resources may be reassigned to other projects. If the currently assigned resources are reassigned to other projects, the costs associated with performing knowledge transfer to new resources will be the responsibility of Customer. The timing of project reinitiating with a new resource will be determined on the resources new project booking. Customer has the opportunity to pay a \$6,500.00 a week resource hold fee during delays to retain resources and keep project schedules on track which will be issued through a change order.
5. During Customer testing, the only issues that will be considered to be addressed are those that are not pre-existing issues and are upgrade-related.
6. DataBank will manage/schedule its own resources during the project.
7. Both parties will attend up to 1 project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties. Additional Project Status requirements are subject to applicable Project Management fees.
8. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
9. After completion of the upgrade, it is possible that additional issues may be identified. For a period of 15 business days (about 3 calendar weeks), the DataBank project team will be available to provide support for issues falling within the upgrade project scope. After the 15th business day, post-upgrade support will transition to the DataBank Support teams to provide primary assistance.
10. This Agreement may be terminated with or without cause by either Party with not less than ninety (90) days prior written notice. The termination, effective upon the agreed termination date, shall result in the cessation of all work. Termination shall not relieve either Party of any obligation accrued prior to the termination date.
11. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.
12. DataBank resources will perform work unimpeded by Customer staff monitoring, shadowing, or Customer driven remote technology where DataBank resources are limited by Customer staff availability. A request to monitor/shadow DataBank resources, while welcomed, does impede resource efficiency which has a direct impact on the duration of the project and time needed to complete the project. A change order will be required to cover the increased project time that results from resource monitoring.
13. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
14. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.
15. As part of the project there will be certain activities that are the responsibility of Customer. These activities will be outlined within the project plan and timeframes for these activities will be agreed upon by DataBank and Customer. Delays to these activities will extend the overall project timeline and increase the amount of time DataBank resources spend on the project, and may require a change order.
16. The current release build that the upgrade will target will be agreed upon by DataBank and Customer at the start of the project. Changing the agreed upon targeted version during the project, particularly a change in the major version, will result in additional time and effort and a Change Order may be required.

12.0 USE AND DISCLOSURE



To the extent permitted by applicable law, this Statement of Work, including all pricing, scope, assumptions, and deliverables, constitutes confidential commercial information of DataBank and is provided solely for Customer's internal evaluation and approval. Customer shall not use this Statement of Work for competitive bidding, benchmarking, or solicitation of alternative proposals.

13.0 GENERAL TERMS AND CONDITIONS

The performance of the Services described in this Statement of Work ("SOW") by DataBank for the Customer is subject to and shall be governed by the following terms and conditions. If this SOW is made pursuant to a Master Services Agreement ("MSA"), the terms and conditions set forth in such MSA are incorporated herein by reference and made a part of this SOW. Customer agrees to provide to DataBank the information and assistance described in this SOW. Customer agrees that if DataBank's Employees are required to perform the Services at Customer's facility, Customer shall provide adequate working space, facilities and equipment for such Employees.



14.0 ACCEPTANCE OF SOW

This SOW represents DataBank's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Customer signing and delivering this SOW to DataBank within 90 days from the date of this document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Customer. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Customer on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX, LLC, a Delaware Limited
Liability Company

Company Name ("DataBank")

City of Tarpon Springs

Company Name ("Customer")

By (Signature)

By (Signature)

Printed Name and Title

___ / ___ / ___

Dated

Printed Name and Title

___ / ___ / ___

Dated

Billing Information

Billing Contact and Title

Billing Email Address

Billing Address

Billing City, State, Zip



APPENDIX A – UAT ACCEPTANCE FORM

- ☐ Customer acknowledges that User Acceptance Testing (UAT) is complete. No further solution changes will be required before the migration of the solution to the production environment.

Exceptions:

Comments/Reason:

Company Name ("Customer")

Project Sponsor Name (Print)

Project Sponsor Signature

Date



APPENDIX B - WORK ACCEPTANCE FORM

Date Submitted ____ / ____ / ____

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

- ☐ Accept Deliverable
- ☐ Decline Deliverable

Comments/Reason:

Company Name ("Customer")

Project Sponsor Name (Print)

Project Sponsor Signature

Date



APPENDIX C – CUSTOM DEVELOPMENT ANALYSIS



Tarpon Springs
Upgrade Analysis - F

Summary:

- E-Forms

Details:

- 7 Html Forms (See attached spreadsheet for list)
 - 1 Urgent Form
 - EForm_FIN-PayrollPickupAuthorization.html
 - 1 Missing javascript file (out of scope)
 - [file:///\\ctsnas1\\obdata\\$\\htmlcontrols\\calendar.js](file:///\\ctsnas1\\obdata$\\htmlcontrols\\calendar.js)
- 1 Unity Script (See attached spreadsheet for list)
 - 1 Script is unpublished (out of scope)
- Public Access Viewer
 - Tarpon springs has a custom public access viewer implementation done by Tony Rush in 2023
 - <https://bitbucket.org/databankimx/tarpon-springs-public-access-viewer-pav/src/master/>



CITY OF TARPON SPRINGS

STATEMENT OF WORK

STAFF AUGMENTATION

JANUARY 26, 2026



DataBank
A KYOCERA GROUP COMPANY

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VERSION CONTROL

Document Attributes

Document Name	Statement of Work
Document Identifier	20260126_City of Tarpon Springs_Staff Aug_SOW
Publish Date	1/26/2026
Current Revision Number	0.1

Version History

Version Number	Date	Responsibility (Author)	Description
0.1	1/26/2026	Brian Wienclaw	Initial draft

RACI Chart

Name	Position	*	R	A	S	C	I
Lee Meyerdirk	DataBank - Public Sector Practice Director	X		X	X		X
Jeff Eveland	DataBank – Vice President of Services			X	X		X
Kendra Deutsch	DataBank - Director of Professional Services - Public Sector				X		X
Brian Wienclaw	DataBank - Proposal Specialist		X				X
Richard Culhane	DataBank - Account Manager				X		X
Suzanne Linton	City of Tarpon Springs - Project Sponsor	X				X	X
Column Key		* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.					



EXECUTIVE SUMMARY

City of Tarpon Springs (hereinafter referred to as “Customer” has engaged DataBank IMX, LLC, a Delaware Limited Liability Company (hereinafter referred to as “DataBank”), with its principal offices located at 458 Pike Road, Huntingdon Valley, PA 19006 to provide a professional resource to assist Customer in several areas. This assistance will be generally related to a staff augmentation.

OBJECTIVE

The objective of this document is to present the project scope, deliverables, assumptions, and professional services estimate for these services. It will also serve to solicit approval from Customer to move ahead with the described activities upon receipt of a signed copy.

SKILLSETS REQUESTED

DataBank will provide a primary resource with many of the requested skills. However, it may be required to bring in additional resources to ensure all of the required skillsets are delivered. The skills required as part of this staff augmentation are as follows:

SKILLSETS REQUESTED	
OnBase System Administration	Customer Query Reviews & Updates
COLD Process Review and Update	OnBase System Maintenance
OnBase Foldering	Training & Documentation
Keyword updates to facilitate cross-references	Security permissions review/update
Workflow Adjust/Modernize	Document Retention

PERFORMANCE REQUIREMENT

DataBank will expect to provide all services in a workmanlike manner in keeping with the parameters of the agreed upon statement of work any associated project plans that may be created and mutually agreed upon by both parties.

TIMING OF SERVICES

The following describe the major time elements related to this staff augmentation.

TIMING OF SERVICES	
Anticipated start Date	3 weeks after contract signing
Engagement hours per week	Up to 10 hours
Normal working hours	Monday – Friday 8:00 a.m. to 5:00 p.m. (Eastern) Non-working hours are outside of this agreement
Length of engagement	10-16 weeks
Cancellation lead time	30 days
Estimated Hours	110 hours
Rate	\$225.00
Estimated Cost of Services	\$24,750.00

DataBank will provide a Project Management resource to the project for the weekly maintenance of timesheets, invoice charges, and resource bookings. This Project Manager will bill up to 0.5 hours per week for these services.

If additional work is needed beyond the engagement hours or outside of the skillsets, a separate agreement will be required. In this instance, the quoted services rate will remain the same. In certain circumstances, DataBank



may agree to perform work outside of the stated hours of engagement. Non-standard rates are billed at 1.50 times the quoted services rate.

EXCLUDED FROM THIS AGREEMENT

The following items may or may not have been discussed, but are considered **out of scope** for this project:

Activity	Description
Custom Interfaces	Standard OnBase interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order.
After hours on call availability	Any work outside of normal business hours that is not agreed to during normal hours is outside of this SOW. DataBank resource will not be “on call” for emergency situations outside of normal business hours.
Future Support of Service Deliverables	DataBank offers no warranty for work products produced during the course of this staff augmentation. Customer will be responsible for supporting the developed solutions, unless another agreement is put in place to support these solutions.
Activities not listed	Activities not listed in the in scope statement will require a change order.

TRAVEL & EXPENSES

If travel is required, charges associated with travel and expenses are combined into one fixed price milestone per onsite trip. The milestones are calculated at \$500 per day per resource and include days of travel and days onsite.

Travel requested less than 2 weeks before the planned visit will require a Change Order for additional costs.

PREREQUISITES

1. Signed Statement of Work
2. Customer will establish access for remote resource to perform work

ASSUMPTIONS

1. Customer understands that multiple resources may be allocated to the project to address the requirement.
2. Customer will provide a 2 week notice and description of requirements to enable DataBank to allocate the appropriate resource.
3. This Agreement may be terminated with or without cause by either Party with not less than ninety (90) days prior written notice. The termination, effective upon the agreed termination date, shall result in the cessation of all work. Termination shall not relieve either Party of any obligation accrued prior to the termination date.



COMMUNICATION EXPECTATIONS

DataBank will provide an update at the beginning (or end) of each week to stakeholders within Customer organization. The weekly update will include at a minimum:

1. Progress since last update.
2. Expected progress for current period (upcoming week).
3. Resources needed from Customer.
4. Resources needed from DataBank, if any.
5. Obstacles impeding expected progress.
6. Any changes to expected Level of Effort (LOE) due to additional resource requirements.
7. Other schedule notices (schedule change due to Holiday, PTO, other availability conflicts, etc.)

Customer and DataBank will agree on the routine delivery of this update when onboarding occurs.

OFF-BOARDING RESOURCES

It is important for Customer to consider how to execute a plan to disengage DataBank resources at the end of the contract. This ensures proper communication, documentation, and other situational steps that may be required. It is important to plan for ownership of existing projects and efforts once DataBank resources are no longer reporting into the organization. Customer agrees to:

1. Notify DataBank resources no fewer than thirty (30) days prior to end of engagement
2. Work directly with DataBank resources on a plan for disengagement including expectations including but not limited to: Documentation expectations, activity wrap up, transition, communication, progress updates.
3. DataBank will notify Customer if Customer if expectations do not seem feasible in the time available to complete activities.

GENERAL TERMS AND CONDITIONS

The performance of the Services described in this Statement of Work ("SOW") by DataBank for the Customer is subject to and shall be governed by the following terms and conditions. If this SOW is made pursuant to a Master Services Agreement ("MSA"), the terms and conditions set forth in such MSA are incorporated herein by reference and made a part of this SOW.



ACCEPTANCE OF SOW

This SOW represents DataBank's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Customer signing and delivering this SOW to DataBank within 60 days from the date of this document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Customer. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Customer on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX, LLC, a Delaware Limited
Liability Company

Company Name ("DataBank")

City of Tarpon Springs

Company Name ("Customer")

By (Signature)

By (Signature)

Printed Name and Title

___ / ___ / ___

Dated

Printed Name and Title

___ / ___ / ___

Dated

Billing Information

Billing Contact and Title

Billing Email Address

Billing Address

Billing City, State, Zip



General Information

Quote Number	00015222	Created Date	12/16/2025
		Expiration Date	12/31/2025
		Prepared By	Richard Culhane

Contact Information

Name	Suzanne Linton	Account Name	City of Tarpon Springs
Billing Address	324 E Pine St Tarpon Springs, FL 34689 US	Email	rculhane@databankimx.com
Phone	(727) 943-1157		
Email	slinton@ctsfl.us		

Product	Product Code	Line Item Description	Sales Price	Quantity	Total Price
OnBase Integration for Adobe Sign eSignature	HylAdobe	1/1/26 - 12/31/26	USD 7,200.0000	1.00	USD 7,200.0000
OnBase Integration for Adobe Sign eSignature	HylAdobe	1/1/27 - 12/31/27	USD 7,560.0000	1.00	USD 7,560.0000
OnBase Integration for Adobe Sign eSignature	HylAdobe	1/1/28 - 12/31/28	USD 7,938.0000	1.00	USD 7,938.0000

Total Price	USD 22,698.0000
Grand Total	USD 22,698.0000

*Prices are listed in US dollars.
Applicable sales tax is not included in this quote.

Signature, Terms & Conditions

DataBank grants Customer the right to use all components of the subscription software identified in the Product column. When this quote is accepted by Customer, it represents Customer's commitment to subscribe to and use the subscription software in accordance with the End User License Agreement (EULA) and the Subscription Agreement, where applicable.

If at any time, the Customer wishes to terminate this subscription earlier than the last date specified in the Line Item Description column, the Customer shall nevertheless be required to provide DataBank 90 days written notice prior to termination, unless otherwise specified in the Subscription Agreement or any other governing agreement between the parties, and all fees owed for the remainder of the subscription software shall be accelerated and paid by Customer to DataBank on or before the termination date. No refunds for amounts paid or credits against future payments due will be issued by DataBank.

By signing this quote, I (authorized representative) have executed this quote being legally bound to follow through on the terms, pricing, payment and conditions set forth herein. As an authorized representative, signing this quote allows DataBank to order and deliver the items listed above and the billing information below is correct and accurate.

Customer Print Name

Billing Email Address

Customer Authorized Signature

Billing Address

Signature Date

Billing City, State, Zip

Billing Contact and Title

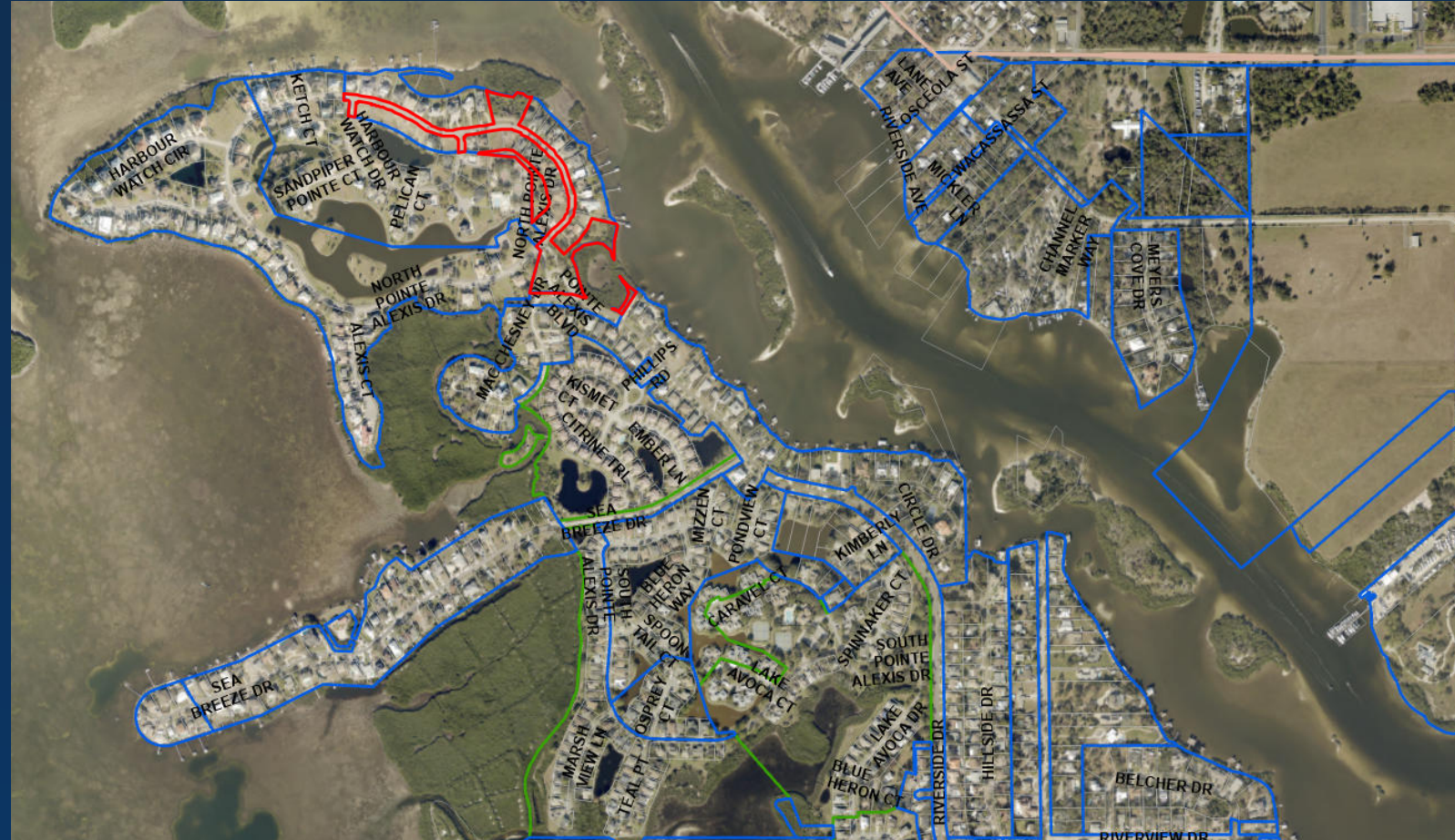
HARBOUR WATCH HOA SUBMETERING AGREEMENT

Prepared by the Public Services Department



2/4/26

- ④ Harbour Watch is a private gated community located on a peninsula in NW Tarpon Springs
- ④ Water distribution pipes and Sewer infrastructure and all roads are privately owned by the HOA
- ④ The private water system is served by a Master Meter
- ④ The City historically provided submetering service to the HOA as a contracted service
- ④ In Oct 2025, the BOC voted not to extend the submetering agreement based on staff recommendation



BACKGROUND

- ***Privately maintained potable water facilities shall be master metered.*** [Sec 136.01 (E) City Code]
 - apartment complexes
 - gated communities
 - Private mobile home parks
- *The City of Tarpon Springs owns all water facilities in public right-of-way and in easements dedicated to and accepted by the City, up to and including the meter...*

Unless otherwise specified, the City does not accept ownership or responsibility of infrastructure located within private property or private and/or gated communities with private roads, and is not responsible for repair, maintenance or replacement of such infrastructure. [Sec 136.01 (G)(1) City Code]

- **The city has 183 multi-family metered water accounts serving 4533 dwelling units.** (2024 SWFWMD Public Supply Annual Report)
- **Only the Harbour Watch community received public submetering by City Staff**

CITY POLICY ON MASTER METERS AND PRIVATE INFRASTRUCTURE

REASONS TO DISCONTINUING CITY SUBMETERING ON PRIVATE SYSTEM

1

No billing accountability

- The HOA maintains the resident meters, which have been in consistently poor condition. The city collects the bills, but we are consistently forced to estimate bills and cannot be certain if charges to residents are accurate.

2

HOA not meeting contract requirements

- The 2021 agreement requires the HOA to maintain all residential submeters. Over 20% of all accounts in the HOA have current meter failures. The HOA is concerned it has legal impediments to service meters.

3

Community will save money!

- Estimated savings of \$1800 per month combined resident and HOA water and sewer bill savings (Jan 2026 bill)

REASONS TO DISCONTINUING CITY SUBMETERING ON PRIVATE SYSTEM

4

Drain on City staff

- There are three City employees to process bills for 10,000 utility accounts. The meter failures and inaction by the HOA strains limited City staff time for billing estimation, customer complaints, and billing adjustments. This impacts service and response times for other residents.

5

Private Options Available and Affordable

- Many HOAs and private communities use private submetering services to read meters and bill residents.
- Staff found 3 different private metering services that would provide metering and billing for \$3.50 to \$6.50 per account

6

Follow City Code and Consistency for All City Customers

- City code requires Master Metering of all private communities.
- The City cannot and does not provide submetering to 182 other private residential customers. This is an uneven use of City resources that is not available to other communities.

EXHIBIT:

CURRENT METER FAILURE NOTIFICATION AND CONTRACT REQUIREMENTS

Date sent to HOA	CID	Location	Name	Address	Service	Reason?
4/16/2024	40161	270300550		20 N Pointe Alexis Dr	Effluent	reading neg
8/19/2024	67995	270300550		20 N Pointe Alexis Dr	Effluent	reading neg
11/20/2024	67909	270300460		21 Otter Ct	Effluent	Dead Bttery
1/21/2025	80295	270300490		21 Ketch Ct	Effluent	Dead Bttery
11/20/2024	76605	270300532		20 Harbour Watch Cir	Water	Dead Bttery
11/20/2024	84587	270300545		20 N Pointe Alexis Dr	Effluent	Dead Bttery
12/16/2024	74015	270300467		21 Pelican Ct	Effluent	Dead Bttery
3/19/2025	21175	270300418		20 N Pointe Alexis Dr	Effluent	meter stopped
3/19/2025	34263	270300527		20 Harbour Watch Cir	Effluent	reading neg
3/19/2025	83453	270300529		20 Harbour Watch Cir	Effluent	reading neg, installed back
5/21/2025	61987	270300407		20 N Pointe Alexis Dr	Effluent	reading neg, installed back
7/18/2025	76605	270300533		20 Harbour Watch Cir	Effluent	Meter stopped
7/18/2025	76805	270300397		20 N Pointe Alexis Dr	Effluent	Meter stopped
7/18/2025	77631	270300445		20 N Pointe Alexis Dr	Effluent	Meter stopped
8/19/2025	77337	270300549		20 N Pointe Alexis Dr	Water	Dead Bttery
8/19/2025	84151	270300562		20 N Pointe Alexis Dr	Water	Dead Bttery
8/19/2025	61799	270300399		20 N Pointe Alexis Dr	Water	Dead Bttery
10/21/2025	78087	270300408		20 N Pointe Alexis Dr	Effluent	Damaged Register
10/21/2025	76233	270300479		21 Sandpiper Ct	Effluent	Dead Bttery
10/21/2025	77301	270300537		20 Harbour Watch Cir	Water	Dead Bttery
10/21/2025	68341	270300538		20 Harbour Watch Cir	Water	reading negative
10/21/2025	79155	270300407		20 N Pointe Alexis Dr	Effluent	meter stopped
11/17/2025	67909	270300460		21 Otter Ct	Water	Dead Bttery
12/16/2025	8063	270300412		20 N Pointe Alexis Dr	Effluent	Dead Battery
12/16/2025	82811	270300489		21 Ketch Ct	Effluent	reading neg
12/16/2025	84081	270300515		20 Harbour Watch Cir	Water	meter stopped
1/20/2026	60259	270300451		21 HarborWatch Dr	Effluent	Dead battery
1/20/2025	67339	270300492		20 N Pointe Alexis Dr	Effluent	Dead Battery

Note: The HOA board is concerned that it has legal impediments to maintaining meters, despite the current contract terms.

9. Harbour Watch acknowledges that it owns and is solely responsible for maintenance, calibration, and upkeep of the water and reclaimed water distribution systems for Harbour Watch, including individual meters, meterboxes, and curbstops. The City's responsibility for infrastructure and water quality ends upon delivery to the master meters. The City is currently and will continue to

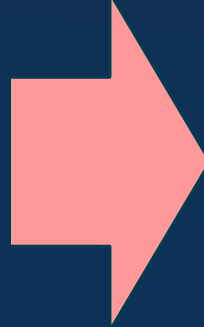
12. As a condition of this agreement, Harbour Watch shall take all necessary steps to ensure that all individual meters and those installed in common areas are properly installed, located within an easement, are accessible, properly functioning and transmitting, and remain calibrated. Should the City determine in the course of its

CURRENT SITUATION: NO ONE IS GETTING WHAT THEY WANT

Outcomes:

- **Resident Desires:**

- Accurate bills for each house
- Save money on Water/Sewer service
- Trusted provider for submetering
- Reliable meter maintenance
- Happy residents



- 20% of bills are estimated
- Community is paying \$1800 per month premium for less than accurate bills
- Neither City nor HOA can guarantee accuracy of meters
- Meters out of service for over a year
- Angry Neighbors

- **City Desires**

- Not maintain private property
- Happy Customers
- Not be liable for billing errors between private parties
- Reasonable staff workload for billing estimation and customer service



- Public resources to only one private HOA in the whole City
- Billing estimates drain staff time for all residents
- Angry Residents calling about inaccurate metering estimates
- Customer service staff frustrated about angry customers and cannot fix root problem
- Billing errors shift the cost of dead meters from resident to all of their neighbors.
- Custom Manual billing work that taxes an already overstressed billing system

SOLUTIONS – PRIVATE PROVIDERS

- Staff have offered to assist the HOA with finding submetering and billing contractors
 - This offer was not accepted by the HOA
- Within one day, staff received budgetary estimates from three interested contractors
 - \$3.50 to \$6.50 per account per month
 - Use the existing meters
 - Total cost: \$450 to \$800 per month.
 - Save around \$1000 per month
 - More accurate bills!
- At least 7 other communities use private submetering
 - Stonehedge
 - Keystone Ridge
 - The Meadows MHP

Water submetering tampa

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SUPPLEMENTAL SLIDE #1: HOA COVENANTS

- Original reason for this one-off agreement was that the HOA originally had HOA covenants that stated:

- The cost of water will be paid by the Master Association and will not be separately metered to Parcels.*

- The City was requested to provide this service under the premise that the HOA was not allowed to submeter.

- Since October, staff were informed by the HOA and residents that the language prohibiting was removed in 1991.

- The current agreement states that if the City determines that the HOA has the authority to submeter, the City can discontinue the agreement.

- Current status of the Covenants is unclear, but ultimately a private matter for the HOA.**

Section 8.1. Water System: The central potable water supply system provided by the City of Tarpon Springs, for the service of Fairfield's Pointe Alexis North shall be used as the sole source of potable water. The cost of water will be paid by the Master Association and will not be separately metered to Parcels. All Parcels shall be provided and use the Master Association's master irrigation system. The city potable water provided to each Parcel by the Master Association shall not be used for irrigation purposes.

Original HOA Language

~~"Section 8.2. Sewer System: The central sewage system provided by the City of Tarpon Springs, for the service of Fairfield's Pointe Alexis North shall be used as the sole sewage system for each Parcel. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his parcel. The cost of sewer user fees will be paid by the Master Association and will not be separately metered to or billed to the parcels. No septic tank or drain shall be placed or allowed within Fairfield's Pointe Alexis North."~~

1991 Revision to Remove Submetering prohibition

termination. This agreement shall be reviewed prior to renewal. The City is entering into this agreement on the basis that Harbour Watch does not have the legal authority to bill its individual homeowners for individual water, reclaimed water, and sewer service. Should the City determine at any time that Harbour Watch has the authority to bill its customers for such services, the City reserves the right to terminate this agreement with six (6) months notice.

2021 City-HOA Contract

SUPPLEMENTAL SLIDE #2: NEW AUDIT INFORMATION

- City is currently conducting the first ever third-party billing audit.
- Early audit findings indicate that the City has too much manual adjustment and estimation processing and that the volume of manual work and exceptions in the billing process is negatively affecting utility billings as a whole. This increases likelihood of avoidable errors, and contributes to backlogs, rework, and inconsistent customer experiences.
- Auditor recommended that the City follow standard industry BMPs for metering and having a clear line of separation between public and private infrastructure.
 - Not having clear lines between public and private billings and not following standard policy opens the City to liability.
 - The entire Harbour Watch billing system is a custom coded software system that requires manual processing. This is exactly the type of unique situation that should revert to standard policy to allow more staff availability to improve City-wide billing accuracy and customer service.

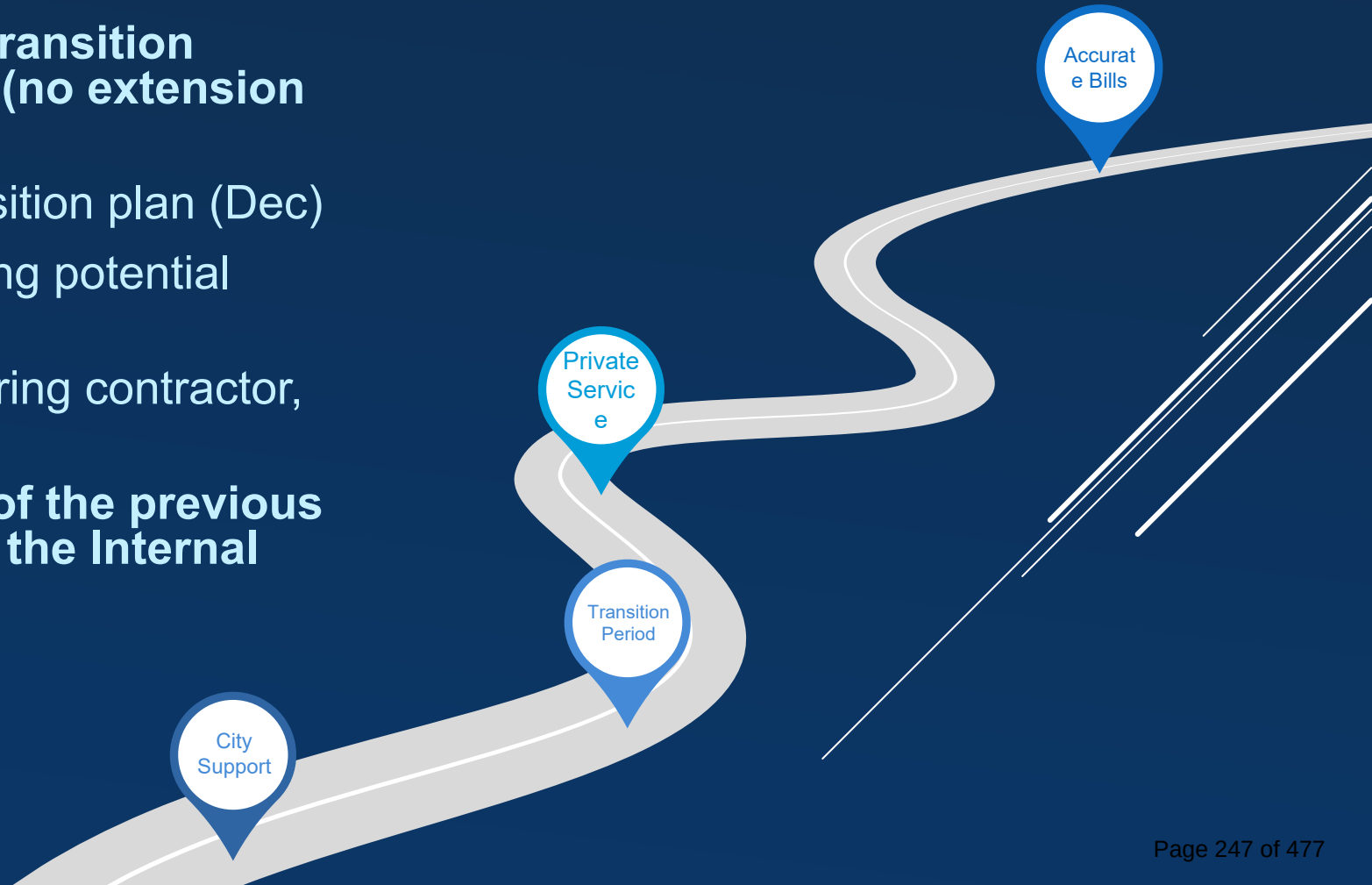
SUPPLEMENTAL SLIDE #3: WHAT DO OTHER UTILITIES DO?

- **Standard utility practice is to end public responsibility for metering and maintenance at the City meter.**
 - *Oldsmar, Dunedin, Pinellas County, Temple Terrace, all do not provide submetering for master meters.*
- **One private submetering contractor offered unsolicited opinion:**
 - *“I’ve never heard of a City doing submetering for an HOA, and we have hundreds of accounts across the country.”*

PATH FORWARD

1. Staff have continued to provide submetering and billing services to Harbour Watch residents, despite the agreement expiring 2/2/26.
2. **Staff offered the HOA a 12-month transition period under the existing contract (no extension needed)**
3. Staff working with the HOA on a transition plan (Dec)
4. Procurement can assist with identifying potential submetering contractors.
5. HOA transitions to a private submetering contractor, and the community saves money.
6. **OPTION: BOC can request review of the previous metering and billing agreement by the Internal Auditor.**

Staff Recommendation: Continue to provide submetering assistance during 12-month transition period under existing contract (No renewal needed). This will allow the HOA to review its legal requirements and implement a plan for submetering.



QUESTIONS?

AGREEMENT

THIS AGREEMENT is entered into by the CITY OF TARPON SPRINGS, FLORIDA ("City") and the HARBOUR WATCH HOMEOWNERS' ASSOCIATION, INC. ("Harbour Watch"), a not-for-profit corporation organized and existing under the laws of the State of Florida, having its principal place of business at 4131 Gunn Hwy, Tampa, FL 33618.

IN CONSIDERATION of the premises and the mutual benefits which will accrue to the parties hereto, it is mutually understood and agreed as follows:

1. This Agreement shall be effective retroactively to February 3, 2021.
2. The purpose of this Agreement is to state terms and conditions of the City for its maintaining certain meter reading and billing services delineated herein for Harbour Watch related to water, sewer, and reclaimed water utilities.
3. It is maintained by this Agreement that Harbour Watch will continue to provide and maintain metering with radio-read capability in a condition to allow continued City radio reading of the meters. The City will have no obligation, real or implied, to Harbour Watch for providing, installing, repairing, or maintaining infrastructure, including metering equipment, parts, batteries, or hardware/software of any type in the future.
4. Harbor Watch shall install all meters of a type, and at locations meeting the City's requirements and in compliance with applicable City permitting processes and/or applicable codes. Harbour Watch shall provide to the City, upon any new meter changeout or installation, meter information to include: meter number(s) and address of installation.
5. Harbour Watch will have any new individual water and reclaimed water meters installed by a licensed contractor, along with meter boxes and curbstops if not already installed, at each individual residential unit located within Harbour Watch which already has received or subsequently does receive a certificate of occupancy.
6. Harbour Watch shall regularly maintain through a licensed contractor all backflow devices for each water meter per applicable codes. Accordingly, the City will not apply a backflow charge on individual meters to reflect such maintenance to be the responsibility of Harbour Watch.
7. The water and reclaimed water meters installed or to be installed per this Agreement shall be installed on the property which is either owned by Harbour Watch or over which Harbour Watch has an easement. The Easement that Harbour Watch previously provided the City and signed on November 1, 1991, is attached as Exhibit "A" and is hereby affirmed to allow the City to continue access to read the meters installed or to be installed per this Agreement.

8. The City agrees to read, bill, and collect charges registered by the meters installed or to be installed under this Agreement in accordance with its normal procedure for reading meters throughout the City. Customer concerns from residents located within Harbour Watch that are related to Harbour Watch responsibilities shall be referred and forwarded to Harbour Watch for resolution as a private matter. This may include, but not be limited to, concerns with private infrastructure and plumbing within Harbour Watch.
9. Harbour Watch acknowledges that it owns and is solely responsible for maintenance, calibration, and upkeep of the water and reclaimed water distribution systems for Harbour Watch, including individual meters, meterboxes, and curbstops. The City's responsibility for infrastructure and water quality ends upon delivery to the master meters. The City is currently and will continue to provide and charge Harbour Watch for base services of maintaining, reading, and billing master meters serving Harbour Watch, as is typical of private communities served throughout the City. In recognition of the fact that Harbour Watch is requesting additional services from the City for reading its three (3) common area meters, the City shall charge Harbour Watch a fee of \$30.80 monthly per common area meter within Harbour Watch for the services associated with meter reading, billing, and collection of charges in the manner detailed herein. These fees shall be adjusted at the same percentage as stated for water rates in the water and sewer rate ordinance in effect each year. The City agrees to bill each homeowner individually for the water and reclaimed water consumed by said homeowner as registered by the individual meters installed or to be installed under this Agreement. All current and future individual homeowners will maintain individual accounts and be billed for water, reclaimed water, sewer, sanitation, stormwater, and any other standard taxes and charges in accordance with the rates established by City ordinance for residential units.
10. Harbour Watch will be billed and pay for water and reclaimed water consumed at Harbour Watch that is registered by the master supply meters in accordance with the applicable City ordinances, with Harbour Watch consumption determined by subtracting from the amount registered by the master supply meters the sum of all amounts registered by the individual homeowner meters.
11. Harbour Watch will, as necessary, install and maintain water and reclaimed water meters, meter boxes and curbstops to serve Harbour Watch's common areas. As a condition of maintaining this agreement, Harbor Watch shall install the meters provided and any required future meters provided by Harbour Watch of a type meeting the City's requirements and maintain the meters in a condition to allow continued City radio reading of the meters. Harbour Watch will be billed and pay for water and reclaimed water utilized at Harbour Watch that is registered by the common area meters in accordance with the applicable City ordinances.
12. As a condition of this agreement, Harbour Watch shall take all necessary steps to ensure that all individual meters and those installed in common areas are properly installed, located within an easement, are accessible, properly functioning and transmitting, and remain calibrated. Should the City determine in the course of its

regular meter reading cycle that a meter or meters are not meeting the aforesaid requirements, the City shall notify Harbour Watch in writing within thirty (30) calendar days of discovering such a condition for Harbour Watch to correct the condition. Harbour Watch shall provide a response to the City of meters that have been repaired and the timeframe for any meters not yet repaired within sixty (60) calendar days of the notice received from the City. The City will not read meters that fail to meet these requirements until such corrections have been made by Harbour Watch to the satisfaction of the City. Any charges not billed to individual homes as a result of individual meters not read pursuant to this paragraph will be billed to Harbour Watch through master meter billing. Harbour Watch shall provide access to water and reclaimed water meters during regular City working hours or such other hours as the City needs. This shall include requiring Harbour Watch to provide the City with a code to allow it to enter in through the security gates at Harbour Watch at any time the City reasonably determines is necessary.

13. Harbour Watch and its homeowners shall be bound, and the provision of water and reclaimed water service to Harbour Watch and its homeowners shall be governed, by the City ordinances, regulations and policies governing the provision of water and reclaimed water service by the City. This shall include procedures and provisions for termination of service. Pursuant to this paragraph, the City reserves the right to place a lock on the meter or otherwise terminate service on individual meters due to non-payment or other applicable conditions established by City ordinance. The City agrees that the water and reclaimed water service to other individual users and Harbour Watch's common areas as provided under this Agreement cannot be terminated because of any individual homeowner's failure to comply with ordinances, regulations or policies. Nor shall service to any individual homeowner be terminated because of the failure of Harbour Watch to comply with any such ordinances, regulations or policies for the service provided under this Agreement. Nothing contained in this Agreement amends or alters those ordinances, regulations and policies.
14. Harbour Watch represents that it has the authority to enter into this Agreement, to require the homeowners to allow the installation of the individual meters pursuant to the above and to require its homeowners to comply with the provisions of this Agreement. If it is ever determined that Harbour Watch did not have the authority to sign this Agreement or otherwise bind the individual homeowners as referenced in this paragraph, this Agreement shall terminate immediately and Harbour Watch shall be responsible to pay for any service for which the City does not receive payment.
15. Term. This agreement shall terminate on February 2, 2026 unless renegotiated upon mutual agreement of both parties. For continuity, the City reserves the right to continue providing services under this agreement after expiration as long as conditions remain to be met and the City bears no additional responsibility beyond the expired agreement terms and has no notice requirement for termination. This agreement shall be reviewed prior to renewal. The City is entering into this agreement on the basis that Harbour Watch does not have the

legal authority to bill its individual homeowners for individual water, reclaimed water, and sewer service. Should the City determine at any time that Harbour Watch has the authority to bill its customers for such services, the City reserves the right to terminate this agreement with six (6) months notice.

16. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified return receipt requested mail to Harbour Watch and the City at their respective addresses set forth below:

As to City:

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

and

City Clerk
City of Tarpon Springs
410 North Ring Avenue
Tarpon Springs, FL 34689

As to Harbour Watch:

Harbour Watch Homeowners' Association, Inc.
4131 Gunn Hwy
Tampa, FL 33618

17. Entire Agreement. This Agreement contains the entire agreement of the parties. It may be changed only by an agreement in writing signed by both parties. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
18. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
19. No Third Party Beneficiary Rights. This Agreement shall create no rights or claims whatsoever in any person other than a party hereto.

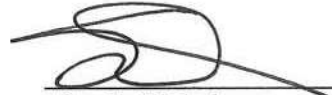
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last signed below.

**CITY OF TARPON
SPRINGS, FLORIDA**

**HARBOUR WATCH
HOMEOWNERS'
ASSOCIATION, INC.**

Mark G. LeCouris, City
Manager

date



Sandy Wybel,
President

date

ATTEST:

(Seal)

APPROVED AS TO FORM

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that HARBOUR WATCH HOMEOWNERS ASSOCIATION, INC., Grantor, of the CITY OF TARPON SPRINGS, State of Florida, for and in hand paid, does hereby grant and convey to the CITY OF TARPON SPRINGS, a municipal corporation and political subdivision of the State of Florida, Grantee, an easement for ingress and egress, over, under, and across the following described property situated in Pinellas County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

for the purpose of installing and maintaining water meters, meter boxes and curbstops and for reading and calibrating water meters.

Grantor, his heirs, executors, administrators and assigns reserves the right to make any use of the land, whether above or below its surface for any lawful purpose except that any structure or use shall not interfere or be inconsistent with the easement and use by the City hereby granted and authorized.

Grantor warrants that it has the authority to grant easements over lands described in Article VI of the Declaration of Conditions, Covenants and Restrictions per Fairfield's Pointe Alexis North as recorded in O.R. Book 6460, Page 2095, and that it will defend the grant of the Easement against the lawful claims and demands of any party whatsoever.

This is a perpetual easement, however Grantor recognizes and anticipates that this agreement may be altered with the written agreement of the parties.

IN WITNESS WHEREOF, Grantor has executed this Easement this 1st day of November, 1991.

SIGNED, sealed and delivered in the presence of:

Mary M. Myers
Manalapan Springs

D. H. W. W.
President
Harbor Watch
Homeowners Assoc., Inc.

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared J. Robert Ward to me known to be the person described in and who executed the foregoing Easement and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 1st day of November, 1991.

Mary M. Myers
NOTARY PUBLIC
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXPI. JAN. 10, 1994
BONDED INTO OFFICE 1993. 6.30.

PREPARED BY & RETURN TO:

COVERT & ZIMMET, P.A.
2655 McCormick Drive
Clearwater, Florida 34619

EXHIBIT A

Lots F, G (otherwise described as that parcel of land bounded by Lots F and H on the East and the Gulf of Mexico on the Southwest and North) and H in Section 4, Township 27 South, Range 15 East, of PROPERTY OF TAMPA & TARPON SPRINGS LAND CO., according to plat thereof recorded in Plat Book 1, Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; and

Lots A, B, C, D, E, I, J, K, L, M, N, O, P, Q and R in Section 3, Township 27 South, Range 15 East of PROPERTY OF TAMPA & TARPON SPRINGS LAND CO., according to plat thereof recorded in Plat Book 1, Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, LESS THAT PART OF SAID LOTS O, P AND Q which lies in Sunset Hills Country Club Subdivision, according to plat thereof recorded in Plat Book 17, Pages 27 to 33 inclusive, Pinellas County Records;

ALSO that certain unnumbered triangular tract West of Tract R and South of Tract J of TAMPA & TARPON SPRINGS LAND COMPANY'S SUBDIVISION of Section 3, Township 27 South, Range 15 East, according to the plat thereof of said TAMPA & TARPON SPRINGS LAND COMPANY'S SUBDIVISION, according to plat thereof recorded in Plat Book 1, Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

Less and except the following:

Commence at the Northwest corner of Lot 156, Sunset Hills Country Club Subdivision, according to the plat thereof, recorded in Plat Book 17, Pages 27 through 33, inclusive, Public Records of Pinellas County, Florida, and run thence N. 00 01'29" W. along the west boundary line of said Sunset Hills Country Club Subdivision a distance of 40.00 feet to a point along the centerline of Riverside Drive (an 80' right-of-way), said point being also the northwesterly corner of said Sunset Hills Country Club Subdivision; thence N. 89 58'30" E. along the said centerline of Riverside Drive a distance of 150.00 feet to a point along said centerline, said point being also the point of beginning; run thence N. 00 01'29" E. a distance of 40.00 feet; thence N. 89 58'30" E. a distance of 127.26 feet to a point of curvature; run thence along said curve to the right (said curve having for its elements a radius of 840.00 feet, a delta of 15 04'07", a chord bearing of S. 82 29'25" E., and a chord distance of 220.28 feet) for an arc distance of 220.92 feet; thence S. 31 36'30" E. a distance of 14.69 feet; thence S. 64 06'35" E. a distance of 35.46 feet; thence S. 69 18'32" E. a distance of 44.74 feet; thence S. 75 09'47" E. a distance of 40.58 feet; thence S. 79 23'19" E. a distance of 35.57 feet to a point of a non tangent curve; thence run along said curve to the right (said curve having for its elements a radius of 840.00 feet, a delta of 05 08'11", a chord bearing of S. 60 23'16" E., and a chord distance of 75.28 feet), for an arc distance of 75.31 feet; thence S. 32 08'48" W. a distance of 40.00 feet to a point on a curve, said curve being also the centerline of said Riverside Drive, and run thence along said curve to the left (said curve having for its elements a radius of 800.00 feet, a delta of 32 10'22", a chord bearing of N. 73 56'44" W., and a chord distance of 443.34), for an arc distance of 449.22 feet to a point of tangency, said point being also along the said centerline of Riverside Drive; thence S. 89 58'30" W. along said centerline a distance of 127.26 feet to point of beginning.

AGENDA REQUEST DATED FEBRUARY 3, 2026

Request for the reconsideration of the vote of the Commission dated Nov. 18, 2025 voting to allow existing Meter Reading/Billing Agreement to expire Feb. 2, 2026 with Harbour Watch community

The request is hereby made at the unanimous request of the Board of Directors who join by signature below, and at the overwhelming request of the homeowners of Harbour Watch requesting the Commission to reconsider the vote allowing the Meter Reading/Billing Agreement to expire and to approve the extension and renewal of the Meter Reading/Billing Agreement for five years. The request is made based upon the following facts:

The information provided to the Commission upon which the vote that was taken was based on false, inaccurate and incorrect information provided to the Commission. Significantly, the incorrect information is summarized below:

1. Pursuant to the Seventh Amendment to Declarations of Conditions, Covenants and Restrictions of Harbour Watch Homeowner's Association, Inc. (the "Declarations"), Section 8.1 of the Utility Provisions was amended to strike the Master Metering of water utilities for both potable and irrigation water. The commission was provided incorrect information that the Declarations required master metering of water utilities and provided the ability for Harbour Watch to implement and administrate water utility billing to the owners within the community;
2. Representations were made to the Commissioners that the Board of Directors of Harbour Watch were in agreement to allow the metering/billing agreement to terminate, when in fact, the Board requested during several meetings with the Director, Tom Kiger and Division Manager, Darryl Vaci, that the community property owners were requesting the Board to pursue not only an extension to the Meter Reading/Billing Agreement, but to explore having the City of Tarpon Springs assume control of the water utility infrastructure to convert the system to a fully supported public water system. Discussions commenced in September, 2025, and additional discussions were scheduled for the first week of December when in fact the matter was brought to the Commissioners for consideration without the courtesy of any notice of the actions taken by the utility department;
3. The facts resulting in the implementation of the installation of water meters and curbstops by the City of Tarpon Springs that was put into place on August 6th, 1991 continue to exist, and has resulted in the unanimous renewal of the Meter Reading/Billing Agreement by the Commissioner since 1991. The historical information upon which the meter reading/billing agreement was put into place are attached for your review and benefit, as well as the repetitive renewal actions. NO change in any factors exist to justify the action to allow the Meter Reading/Billing Agreement to lapse;
4. There is no significant burden on the City of Tarpon to continue providing Meter Reading/Billing services. The water systems are maintained by the owner's in Harbour Watch, and any water not accounted for or billed to a homeowner are billed to the Homeowner's Association. Additionally, the owners in Harbour Watch pay an additional service fee for the Meter Reading/Billing service, and do not have the benefit of the maintenance afforded homeowner's throughout the City for the meters or infrastructure that is included in the readiness charges which form a portion of the base utility bills. Also, the City benefits from charging the individual homeowners at the higher rate

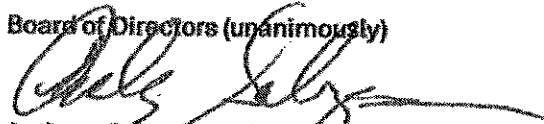
residential rate than what would be charged under the master meter billing to Harbour Watch (under a commercial billing rate), resulting in a financial benefit to the City. Under the original Agreement dated Aug. 6, 1991, the City was obligated "to install individual water meter boxes and curbstops at each individual residential unit... and curbstops are to be maintained by the City. Each individual homeowner will pay the City for the installation and maintenance of his/her water meter, meter box and curbstop." To coordinate this activity, an easement was granted to the City to allow the installation and maintenance activity, which was implemented by the Developer of Harbour Watch followed by the Seventh Amendment to the Declarations.

5. Harbour Watch Homeowner's Association does not have the ability to implement a billing process to control the billing and collection process for water utilities within the community, based upon the Declarations, due to the changes implemented in 1991 by Agreement with the City. The Board of Directors does not have the same right as the City to interrupt or suspend water utilities to a homeowner for delinquencies, or failure to maintain a meter. The City has the ability to administrate both remedies for delinquent accounts, including the right to lien a property for non-payment as well as the ability to provide maintenance service to a homeowner with the right to charge the homeowner for that service with the remedies to aid in collection for those services. The residents and homeowner's within Harbour Watch prefer that the services afforded other Tarpon residents be provided to protect the critically important utility needed for each property operation, and to protect the property values for properties that are fully supported by the City utility department as opposed to privatized utility providers. Further, the Board of Directors could not, pursuant to the Code, touch a water meter or suspend water utility services to a resident.

Therefore, the Board of Directors of the Harbour Watch Homeowner's Association, Inc. respectfully request reconsideration of the vote to allow the Meter Reading/Billing Agreement, and further request renewal of said agreement for the term of five years, as has been the common practice with the City and Harbour Watch for 35 years.

Thank you.

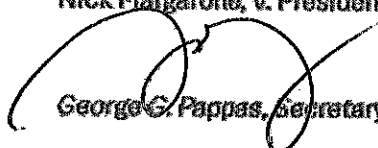
Board of Directors (unanimously)



Anthony Salvarezza, President/Director



Nick Mangarone, V. President/Director



George G. Pappas, Secretary/Director

OCT 23, 1991 3:52PM

OFF REC BK 7713 PG 405

RETURN TO Instrument Prepared By:
LAURA J. RAYBURN, P.A.
1000 Bayshore Blvd.
Dunedin, FL 34608

**SEVENTH AMENDMENT TO DECLARATION
OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR FAIRFIELD'S POINTE ALEXIS NORTH**

Fairfield Communities, Inc., as developer and Donald E. Scholl, Trustee, as present title holder, pursuant to the terms of Article XII, Section 12.1 of the Declaration of Conditions, Covenants and Restrictions for Fairfield's Pointe Alexis North, and amendments thereto, as recorded in O.R. Book 6460, Pages 2052 through 2110; O.R. Book 6692, Pages 2278 through 2282; O.R. Book 6813, Pages 0644 and 0645; and O.R. Book 7005, Pages 1581 through 1583, O.R. Book 7033, Pages 0139 and 0140, and O.R. Book 7188, Pages 0854 through 0855, all of the Official Records of Pinellas County, Florida, do hereby amend said Declaration of Conditions, Covenants and Restrictions effective as of the date of recording hereof as follows:

1. Article VIII - UTILITY PROVISIONS - Section 8.1 is amended to read as follows:

"Section 8.1. Water System: The central potable water supply system provided by the City of Tarpon Springs, for the service of Fairfield's Pointe Alexis North shall be used as the sole source of potable water. ~~The cost of water will be paid by the Master Association and will not be separately metered to parcels. All parcels shall be provided and use the Master Association's master irrigation system. The city potable water provided to each parcel by the Master Association shall not be used for irrigation purposes.~~

2. Article VIII - UTILITY PROVISIONS - Section 8.2 is amended to read as follows:

"Section 8.2. Sewer System: The central sewage system provided by the City of Tarpon Springs, for the service of Fairfield's Pointe Alexis North shall be used as the sole sewage system for each Parcel. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his parcel. ~~The cost of sewer user fees will be paid by the Master Association and will not be separately metered to or billed to the parcels. No septic tank or drain shall be placed or allowed within Fairfield's Pointe Alexis North.~~

RECORDED
SC 15.00
S
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JES
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C
EV
TOTAL 15.00

IN WITNESS WHEREOF, FAIRFIELD COMMUNITIES, INC., a Delaware Corporation has caused this Amendment to be executed by its respective duly authorized officers, and recorded in the Public Records of Pinellas County, Florida this 4 day of August, 1991.

Signed, Sealed and delivered:

FAIRFIELD COMMUNITIES, INC.

(Corporate Seal)

By: [Signature]
Senior Vice President

Attent: Secretary (Asst.)

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: [Signature]

STATE OF Arkansas :
COUNTY OF Polk :

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Robert H. Hersh, to me known to be a Senior Vice President of Fairfield Communities, Inc., the corporation in whose name the foregoing instrument was executed, and that he acknowledged executing the same as such officer of such corporation freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of this corporation.

WITNESS my hand and official seal in the County and State aforesaid this 4 day of October, 1991.

Shawn Ferguson
Notary Public

My Commission Expires: 5-20-2001

STATE OF Arkansas :
COUNTY OF Polk :

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kim Thompson, to me known to be a Secretary of Fairfield Communities, Inc., the corporation in whose name the foregoing instrument was executed, and that he acknowledged executing the same as such officer of such corporation freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of this corporation.

WITNESS my hand and official seal in the County and State aforesaid this 4 day of October, 1991.

Shawn Ferguson
Notary Public

My Commission Expires:

IN WITNESS WHEREOF, DONALD B. SCHOLL, Trustee, under Fairfield's Pointe Alexis Trust dated November 30, 1985, has joined in this Amendment this 19 day of Oct, 1991.

Patricia J. Phils
Witness

Laura B. Kolch
Witness

Donald B. Scholl
DONALD B. SCHOLL, Trustee
under Fairfield's Pointe
Alexis Trust Dated November 30,
1985.

STATE OF FLORIDA
COUNTY OF PINELLAS:

I HEREBY CERTIFY that on this 14th day of October, 1991,
before me personally appeared DONALD E. SCHOLL, to me know to be
the person described in and who executed the foregoing instrument
and he acknowledged the execution thereof to be his free act and
deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Tarpon Springs, in
the County of Pinellas and State of Florida, the day and year last
aforesaid.

Saturnia J. Roberts
Notary Public
My Commission Expires: 3/19/94

27098793 RSH 10-23-91 15:28:37
01
RECORDING 1 \$15.00

TOTAL: \$15.00
CHECK AMT. TENDERED: \$15.00
CHANGE: \$0.00

UNFINISHED BUSINESS

8. APPROVE METER READING AGREEMENT - HARBOUR WATCH HOMEOWNERS ASSN., INC.

The City Manager and City Attorney presented a proposed agreement with the Harbour Watch Homeowners Association, Inc., which requested that the City install individual water meters, meter boxes and curbstops at each individual residential unit located within Harbour Watch.

Dr. James Payne, 2109 Sand Piper Point Court, spoke on behalf of Harbor Watch Homeowners Association, Inc. and Mr. Steve Bennett, 2045 North Point Alexis Drive, spoke in favor of the agreement. Mr. Jerry Cox, 2031 North Pointe Alexis Drive, requested that a full disclosure on the water meter situation be made before the Board approves or disapproves the agreement.

MOTION: COMMISSIONER LeCOURIS

SECOND: COMMISSIONER DAVIS

To approve the Meter Reading Agreement with Harbor Watch Homeowners Association, Inc.

Vote on Motion - Upon roll call vote, the motion carried as follows:

Commissioner LeCouris:	Yes
Commissioner DiDonato:	Yes
Commissioner Bobotas:	Absent/Did not vote
Commissioner Davis:	Yes
Mayor Protos:	Yes

9. APPROVE CHANGE ORDER #1 & FINAL PAYMENT -
DECHLORINATION & PHOSPHOROUS REDUCTION PROJECT - FUSE, INC.

Utilities Director Tom Crandall requested approval of Change Order #1 in the amount of \$3,663.00, from Fuse, Inc., for the Tarpon Springs Wastewater treatment Facility Dechlorination and Phosphorous Reduction Systems - Bid #90-033. The Change Order amounts to approximately 1% of the original bid.

Mayor Protos called for comments from the audience and there were none.

MOTION: COMMISSIONER DAVIS

SECOND: COMMISSIONER DiDONATO

To approve the Change Order #1 for Fuse, Inc.
in the amount of \$3,663.00, and authorize
final payment of \$46,934.00.

Vote on Motion - Upon roll call vote, the motion carried as follows:

Commissioner LeCouris:	Yes
Commissioner DiDonato:	Yes
Commissioner Bobotas:	Absent/Did not vote
Commissioner Davis:	Yes
Mayor Protos:	Yes

AGREEMENT

THIS AGREEMENT is entered into this 6th day of August, 1991, by the CITY OF TARPON SPRINGS, FLORIDA ("City") and HARBOUR WATCH HOMEOWNERS ASSOCIATION, INC. ("Harbour Watch"), a not-for-profit corporation organized and existing under the laws of the State of Florida, having its principal place of business at 998 Spinnaker Court, Tarpon Springs, Florida.

IN CONSIDERATION of the premises and the mutual benefits which will accrue to the parties hereto, it is mutually understood and agreed as follows:

1. The City will install or have installed individual water meters, meter boxes and curbstops at each individual residential unit located within Harbour Watch which has or does in the future receive a certificate of occupancy. Said water meters, meter boxes and curbstops are to be maintained by the City. Each individual homeowner will pay the City for the installation and maintenance of his/her water meter, meter box and curbstop. The amounts charged to each individual homeowner under this paragraph shall be based on the City's actual cost of labor and materials at the time of installation or at the time the maintenance work is performed, respectively.

2. The water meters to be installed under paragraph 1 and 6 of this Agreement shall be installed on the property which is either owned by Harbour Watch or over which Harbour Watch has an easement. Harbour Watch hereby agrees to provide the City with an easement in the form attached as Exhibit "A" to allow the City to install and maintain the water meters, meter boxes and curbstops, to read the meters and check the calibrations of the meters to be installed under paragraph 1 and 6 of this Agreement.

3. The City agrees to read the meters to be installed under paragraph 1 and 6 of this Agreement in accordance with its normal procedure for reading water meters throughout the City.

4. In recognition of the fact that the individual water meters will be placed on private property and that the water system serving Harbour Watch is owned and maintained by Harbour Watch, the individual homeowners served by an individual meter installed pursuant to paragraph 1 above will be charged a monthly service fee of \$2.00 by the City.

5. The City agrees to bill each homeowner individually for the water consumed by said homeowner as calibrated by the individual water meters to be installed under paragraph 1 of this Agreement. The individual homeowners will be billed in accordance with the rates established by City ordinance for residential units.

6. The City will install and maintain water meters, meter boxes and curbstops to serve Harbour Watch's common areas. Harbour Watch will pay the City for the installation and maintenance of the water meters, meter boxes and curbstops serving the common areas. The amounts charged to Harbour Watch under this paragraph shall be based on the City's actual cost of labor and materials at the time of installation or at the time the maintenance work is performed, respectively. Harbour Watch will be billed and pay for water consumed at Harbour Watch that is registered by the common area meters in accordance with the applicable City ordinances.

7. In recognition of the fact that the common area water meters will be placed on private property and that the water system serving Harbour Watch is owned and maintained by Harbour Watch, Harbour Watch will be charged a monthly service fee for each common area water meter of \$2.00 by the City.

8. Harbour Watch shall take all necessary steps to insure that the City, its meter readers and those checking the City calibrations of the water meters have access to Harbour Watch during regular city working hours. This shall include requiring Harbour Watch to provide the City with a code to allow it to enter in through the security gates at Harbour Watch.

9. Harbour Watch and its homeowners shall be bound and the provision of water service to Harbour Watch and its homeowners shall be governed by the City ordinances, regulations and policies governing the provision of water service by the City. This shall include procedures and provisions for termination of water service, however, the City agrees that the service to Harbour Watch's common areas as provided under paragraph 6 of this Agreement cannot be terminated because of any individual homeowner's failure to comply with ordinances, regulations or policies. Nor shall service to any individual homeowner be terminated because of the failure of Harbour Watch to comply with any such ordinances, regulations or policies for the service provided under paragraph 6 of this Agreement. Nothing contained in this Agreement amends or alters those ordinances, regulations and policies.

15. No Third Party Beneficiary Rights. This agreement shall create no rights or claims whatsoever in any person other than a party hereto.

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of the Agreement shall not be valid or enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF TARPON SPRINGS,
FLORIDA

Carey F. Smith
Carey F. Smith, City Manager

HARBOUR WATCH HOMEOWNERS
ASSOCIATION, INC.

J. Robert Ward
J. ROBERT WARD, President

Archibald W. McLean, Jr.
Archibald W. McLean, Jr., Secretary

ATTEST:

Kathy M. Alesafis
Kathy Alesafis, City Clerk

[Seal]

APPROVED AS TO FORM:

Alan S. Zimmet
Alan S. Zimmet, City Attorney

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared J. Robert
Wend to me known to be the person described in and who executed the foregoing Easement and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 1st day of November, 1991.

Mary M. Meyer
NOTARY PUBLIC
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 20, 1994
BONDED THRU GENERAL INS. UND.

PREPARED BY & RETURN TO:

COVERT & ZIMMET, P.A.
2655 McCormick Drive
Clearwater, Florida 34619

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that HARBOUR WATCH HOMEOWNERS ASSOCIATION, INC., Grantor, of the CITY OF TARPON SPRINGS, State of Florida, for and in hand paid, does hereby grant and convey to the CITY OF TARPON SPRINGS, a municipal corporation and political subdivision of the State of Florida, Grantee, an easement for ingress and egress, over, under, and across the following described property situated in Pinellas County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

for the purpose of installing and maintaining water meters, meter boxes and curbstops and for reading and calibrating water meters.

Grantor, his heirs, executors, administrators and assigns reserves the right to make any use of the land, whether above or below its surface for any lawful purpose except that any structure or use shall not interfere or be inconsistent with the easement and use by the City hereby granted and authorized.

Grantor warrants that it has the authority to grant easements over lands described in Article VI of the Declaration of Conditions, Covenants and Restrictions per Fairfield's Pointe Alexis North as recorded in O.R. Book 6460, Page 2095, and that it will defend the grant of the Easement against the lawful claims and demands of any party whatsoever.

This is a perpetual easement, however Grantor recognizes and anticipates that this agreement may be altered with the written agreement of the parties.

IN WITNESS WHEREOF, Grantor has executed this Easement this 1st day of November, 1991.

SIGNED, sealed and delivered in the presence of:

Mary M. Dyer
Manalapan Springs

J. M. Ward
President
Harbour Watch
Homeowners Assoc., Inc.

EXHIBIT A

Lots F, G (otherwise described as that parcel of land bounded by Lots F and H on the East and the Gulf of Mexico on the Southwest and North) and H in Section 4, Township 27 South, Range 15 East, of PROPERTY OF TAMPA & TARPON SPRINGS LAND CO., according to plat thereof recorded in Plat Book 1, Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; and

Lots A, B, C, D, E, I, J, K, L, M, N, O, P, Q and R in Section 3, Township 27 South, Range 15 East of PROPERTY OF TAMPA & TARPON SPRINGS LAND CO., according to plat thereof recorded in Plat Book 1, Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, LESS THAT PART OF SAID LOTS O, P AND Q which lies in Sunset Hills Country Club Subdivision, according to plat thereof recorded in Plat Book 17, Pages 27 to 33 inclusive, Pinellas County Records;

ALSO that certain unnumbered triangular tract West of Tract R and South of Tract J of TAMPA & TARPON SPRINGS LAND COMPANY'S SUBDIVISION of Section 3, Township 27 South, Range 15 East, according to the plat thereof of said TAMPA & TARPON SPRINGS LAND COMPANY'S SUBDIVISION, according to plat thereof recorded in Plat Book 1, Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

Less and except the following:

Commence at the Northwest corner of Lot 156, Sunset Hills Country Club Subdivision, according to the plat thereof, recorded in Plat Book 17, Pages 27 through 33, inclusive, Public Records of Pinellas County, Florida, and run thence N. 00 01'29" W. along the west boundary line of said Sunset Hills Country Club Subdivision a distance of 40.00 feet to a point along the centerline of Riverside Drive (an 80' right-of-way), said point being also the northwesterly corner of said Sunset Hills Country Club Subdivision; thence N. 89 58'30" E. along the said centerline of Riverside Drive a distance of 150.00 feet to a point along said centerline, said point being also the point of beginning; run thence N. 00 01'29" E. a distance of 40.00 feet; thence N. 89 58'30" E. a distance of 127.26 feet to a point of curvature; run thence along said curve to the right (said curve having for its elements a radius of 840.00 feet, a delta of 15 04'07", a chord bearing of S. 82 29'25" E., and a chord distance of 220.28 feet) for an arc distance of 220.92 feet; thence S. 31 36'30" E. a distance of 14.69 feet; thence S. 64 06'35" E. a distance of 35.46 feet; thence S. 69 18'32" E. a distance of 44.74 feet thence S. 75 09'47" E. a distance of 48.58 feet; thence S. 79 23'19" E. a distance of 35.57 feet to a point of a non tangent curve; thence run along said curve to the right (said curve having for its elements a radius of 840.00 feet, a delta of 05 08'11", a chord bearing of S. 60 23'16" E., and a chord distance of 75.28 feet), for an arc distance of 75.31 feet; thence S. 32 08'48" W. a distance of 40.00 feet to a point on a curve, said curve being also the centerline of said Riverside Drive, and run thence along said curve to the left (said curve having for its elements a radius of 800.00 feet, a delta of 32 10'22", a chord bearing of N. 73 56'44" W., and a chord distance of 443.34), for an arc distance of 449.22 feet to a point of tangency, said point being also along the said centerline of Riverside Drive; thence S. 89 58'30" W. along said centerline a distance of 127.26 feet to point of beginning.



City of Tarpon Springs, Florida

Board of Commissioners
324 East Pine Street
Post Office Box 5004
Tarpon Springs, Florida 34688-5004
(727) 938-3711
Fax: (727) 937-8199
<http://www.ctsfl.us/agenda.htm>
Watch on Livestream

REGULAR SESSION AGENDA TUESDAY, FEBRUARY 2, 2016 6:30 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
PUBLIC COMMENTS

PROCLAMATIONS:

1. NATIONAL 2-1-1 DAY
2. AMERICAN HEART MONTH
3. BLACK HISTORY MONTH

CONSENT AGENDA:

4. SATISFACTION AND RELEASE OF LIENS
5. ATTORNEY'S FEES:
A. THOMPSON SIZEMORE GONZALEZ & HEARING, LLP: INVOICE #82999
6. AWARD FILE No. 160068-S-JJ: TEMPORARY PLANNING SERVICES
7. AWARD FILE No. 160069-N-RS: SINGLE SOURCE PURCHASE OF HYDRA-STOP VALVES AND LINE STOPS

ORDINANCES AND RESOLUTIONS:

8. RESOLUTION 2016-03: FINANCE DEPARTMENT REORGANIZATION
9. RESOLUTION 2016-05: METER READING AND BILLING AGREEMENT - HARBOR WATCH
10. RESOLUTION 2016-06: AUTHORIZING EXECUTION OF FDOT HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT
11. ORDINANCE 2016-01: APPLICATION 15-109; MERES TOWN CENTER SPECIAL AREA PLAN AMENDMENT (1ST READING) (CONTINUED TO FEBRUARY 16, 2016 RS)

MISCELLANEOUS:

12. APPOINTMENTS TO THE MARINE COMMERCE COMMITTEE
13. DISCUSSION: CITY ATTORNEY CONTRACT

BOARD AND STAFF COMMENTS:
ADJOURNMENT

ORDINANCES AND RESOLUTIONS (Continued):

9. RESOLUTION 2016-05: METER READING AND BILLING AGREEMENT – HARBOR WATCH

City Attorney Daigneault read the following Resolution by title only:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT RENEWAL WITH HARBOUR WATCH HOMEOWNER'S ASSOCIATION, INC. ("HARBOR WATCH") FOR MAINTAINING CERTAIN CITY METER READING AND BILLING SERVICES RELATED TO ITS UTILITIES AND SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

Paul Smith, Public Services Director, gave the background and said that this was a private community with privately maintained utilities, and that the City entered into an initial agreement with Harbour Watch in 1990 to read and bill the individual meters. Then in 2011, the Board directed staff to work with Harbour Watch to update the agreement which recognized the needs of both parties. The agreement was reached and executed and was now nearing expiration of its 5-year term and it is recommended that this agreement be renewed.

Mayor Archie asked for Board or Public Comments and there were none.

MOTION: COMMISSIONER
SECOND: COMMISSIONER

That Resolution 2016-05 be adopted as presented,
and authorize the City Manager to execute this
agreement.

Vote on Motion: Upon roll call vote, the motion carried unanimously as follows:

COMMISSIONER SIEBER:	Yes
COMMISSIONER BANTHER:	Yes
COMMISSIONER TARAPANI:	Yes
VICE MAYOR LARSEN:	Yes
MAYOR ARCHIE	Yes

(Continued)

RESOLUTION No. 2016-05

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT RENEWAL WITH HARBOUR WATCH HOMEOWNER'S ASSOCIATION, INC. ("HARBOUR WATCH") FOR MAINTAINING CERTAIN CITY METER READING AND BILLING SERVICES RELATED TO ITS UTILITIES AND SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Harbour Watch is a private community within the City of Tarpon Springs that maintains individual water and reclaimed water metering of homes within a gated subdivision.

WHEREAS, as part of the original development, the City had entered into an agreement to read and bill such meters for a fee.

WHEREAS, the Board of Commissioners approved the City entering into a 5-year agreement with Harbour Watch in February 2011 for the purpose of the City performing certain meter reading and billing functions related to its utility services.

WHEREAS, the February 2011 agreement is about to expire and a renewed agreement has been drafted by the City and signed by Harbour Watch for City approval and execution.

WHEREAS, the agreement requires that radio-read meter technology as used elsewhere by the City continue to be maintained by Harbour Watch to maximize City efficiency in meter reading and billing and that Harbour Watch will continue to install, repair, and replace the meters at their expense.

WHEREAS, the agreement shall have a term of 5 years and will be subject to review by both parties prior to renewal.

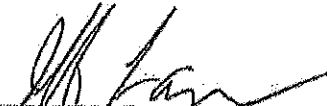
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. The City Manager is authorized to execute the renewed agreement with Harbour Watch related to meter reading and billing services, attached as *Exhibit 1*.

Section 2. This resolution shall be effective upon adoption.

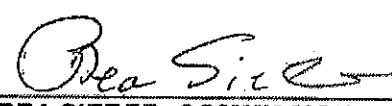
PASSED and ADOPTED this 2ND day of February, 2016.


DAVID O. ARCHIE, MAYOR


JEFF LARSEN, COMMISSIONER


TOWNSEND TARAPANI, COMMISSIONER


DAVID BANTHER, COMMISSIONER


REA SIEBER, COMMISSIONER

MOTION BY: COMMISSIONER TARAPANI
SECOND BY: COMMISSIONER BANTHER

VOTE ON MOTION

COMMISSIONER SIEBER	<u>Yes</u>
COMMISSIONER BANTHER	<u>Yes</u>
COMMISSIONER TARAPANI	<u>Yes</u>
COMMISSIONER LARSEN	<u>Yes</u>
MAYOR ARCHIE	<u>Yes</u>

ATTEST:


IRENE S. JACOBS, CMC
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:

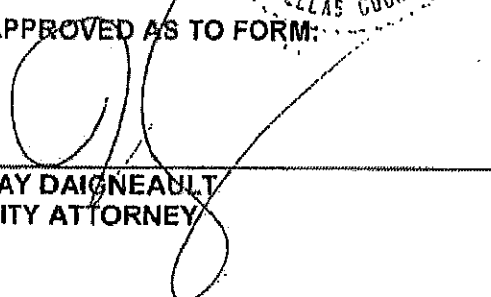

JAY DAIGNEAULT
CITY ATTORNEY

Exhibit 1
Renewed Agreement with Harbour Watch Related to Meter Reading and Billing Services

AGREEMENT

THIS AGREEMENT is entered into by the CITY OF TARPON SPRINGS, FLORIDA ("City") and the HARBOUR WATCH HOMEOWNERS' ASSOCIATION, INC. ("Harbour Watch"), a not-for-profit corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1548 Riverside Drive, Tarpon Springs, Florida.

IN CONSIDERATION of the premises and the mutual benefits which will accrue to the parties hereto, it is mutually understood and agreed as follows:

1. The effective date of this agreement is the date that it is signed by the last of the parties to execute it.
2. The purpose of this Agreement is to state terms and conditions of the City for its maintaining certain meter reading and billing services delineated herein for Harbour Watch related to water, sewer, and reclaimed water utilities.
3. It is maintained by this Agreement that Harbour Watch will continue to provide and maintain metering with radio-read capability in a condition to allow continued City radio reading of the meters. The City will have no obligation, real or implied, to Harbour Watch for providing, installing, repairing, or maintaining infrastructure, including metering equipment, parts, batteries, or hardware/software of any type in the future.
4. Harbor Watch shall install all meters of a type, and at locations meeting the City's requirements and in compliance with applicable City permitting processes and/or applicable codes. Harbour Watch shall provide to the City, upon any new meter changeout or installation, meter information to include: meter number(s) and address of installation.
5. Harbour Watch will have any new individual water and reclaimed water meters installed by a licensed contractor, along with meter boxes and curbstops if not already installed, at each individual residential unit located within Harbour Watch which already has received or subsequently does receive a certificate of occupancy.
6. Harbour Watch shall regularly maintain through a licensed contractor all backflow devices for each water meter per applicable codes. Accordingly, the City will not apply a backflow charge on individual meters to reflect such maintenance to be the responsibility of Harbour Watch.
7. The water and reclaimed water meters installed or to be installed per this Agreement shall be installed on the property which is either owned by Harbour Watch or over which Harbour Watch has an easement. The Easement that Harbour Watch previously provided the City and signed on November 1, 1991, is attached as Exhibit "A" and is hereby affirmed to allow the City to continue access to read the meters installed or to be installed per this Agreement.

8. The City agrees to read, bill, and collect charges registered by the meters installed or to be installed under this Agreement in accordance with its normal procedure for reading meters throughout the City. Customer concerns from residents located within Harbour Watch that are related to Harbour Watch responsibilities shall be referred and forwarded to Harbour Watch for resolution as a private matter. This may include, but not be limited to, concerns with private infrastructure and plumbing within Harbour Watch.
9. Harbour Watch acknowledges that it owns and is solely responsible for maintenance, calibration, and upkeep of the water and reclaimed water distribution systems for Harbour Watch, including individual meters, meterboxes, and curbstops. The City's responsibility for infrastructure and water quality ends upon delivery to the master meters. The City is currently and will continue to provide and charge Harbour Watch for base services of maintaining, reading, and billing master meters serving Harbour Watch, as is typical of private communities served throughout the City. In recognition of the fact that Harbour Watch is requesting additional services from the City for reading its three (3) common area meters, the City shall charge Harbour Watch a fee of \$24.00 monthly per common area meter within Harbour Watch for the services associated with meter reading, billing, and collection of charges in the manner detailed herein. These fees shall be adjusted at the same percentage as stated for water rates in the water and sewer rate ordinance in effect each year. The City agrees to bill each homeowner individually for the water and reclaimed water consumed by said homeowner as registered by the individual meters installed or to be installed under this Agreement. All current and future individual homeowners will maintain individual accounts and be billed for water, reclaimed water, sewer, sanitation, stormwater, and any other standard taxes and charges in accordance with the rates established by City ordinance for residential units.
10. Harbour Watch will be billed and pay for water and reclaimed water consumed at Harbour Watch that is registered by the master supply meters in accordance with the applicable City ordinances, with Harbour Watch consumption determined by subtracting from the amount registered by the master supply meters the sum of all amounts registered by the individual homeowner meters.
11. Harbour Watch will, as necessary, install and maintain water and reclaimed water meters, meter boxes and curbstops to serve Harbour Watch's common areas. As a condition of maintaining this agreement, Harbor Watch shall install the meters provided and any required future meters provided by Harbour Watch of a type meeting the City's requirements and maintain the meters in a condition to allow continued City radio reading of the meters. Harbour Watch will be billed and pay for water and reclaimed water utilized at Harbour Watch that is registered by the common area meters in accordance with the applicable City ordinances.
12. As a condition of this agreement, Harbour Watch shall take all necessary steps to ensure that all individual meters and those installed in common areas are properly installed, located within an easement, are accessible, properly functioning and transmitting, and remain calibrated. Should the City determine in the course of its

regular meter reading cycle that a meter or meters are not meeting the aforesaid requirements, the City shall notify Harbour Watch in writing within 30 days of discovering such a condition for Harbour Watch to correct the condition. The City will not read meters that fail to meet these requirements until such corrections have been made by Harbour Watch to the satisfaction of the City. Any charges not billed to individual homes as a result of individual meters not read pursuant to this paragraph will be billed to Harbour Watch through master meter billing. Harbour Watch shall provide access to water and reclaimed water meters during regular City working hours or such other hours as the City needs. This shall include requiring Harbour Watch to provide the City with a code to allow it to enter in through the security gates at Harbour Watch at any time the City reasonably determines is necessary.

13. Harbour Watch and its homeowners shall be bound, and the provision of water and reclaimed water service to Harbour Watch and its homeowners shall be governed, by the City ordinances, regulations and policies governing the provision of water and reclaimed water service by the City. This shall include procedures and provisions for termination of service. Pursuant to this paragraph, the City reserves the right to place a lock on the meter or otherwise terminate service on individual meters due to non-payment or other applicable conditions established by City ordinance. The City agrees that the water and reclaimed water service to other individual users and Harbour Watch's common areas as provided under this Agreement cannot be terminated because of any individual homeowner's failure to comply with ordinances, regulations or policies. Nor shall service to any individual homeowner be terminated because of the failure of Harbour Watch to comply with any such ordinances, regulations or policies for the service provided under this Agreement. Nothing contained in this Agreement amends or alters those ordinances, regulations and policies.
14. Harbour Watch represents that it has the authority to enter into this Agreement, to require the homeowners to allow the installation of the individual meters pursuant to the above and to require its homeowners to comply with the provisions of this Agreement. If it is ever determined that Harbour Watch did not have the authority to sign this Agreement or otherwise bind the individual homeowners as referenced in this paragraph, this Agreement shall terminate immediately and Harbour Watch shall be responsible to pay for any service for which the City does not receive payment.
15. Term. This agreement shall terminate in five (5) years from the effective date of the agreement unless renegotiated upon mutual agreement of both parties. For continuity, the City reserves the right to continue providing services under this agreement after expiration as long as conditions remain to be met and the City bears no additional responsibility beyond the expired agreement terms and has no notice requirement for termination. This agreement shall be reviewed prior to renewal. The City is entering into this agreement on the basis that Harbour Watch does not have the legal authority to bill its individual homeowners for individual water, reclaimed water, and sewer service. Should the City determine at any time

that Harbour Watch has the authority to bill its customers for such services, the City reserves the right to terminate this agreement with six (6) months notice.

16. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified return receipt requested mail to Harbour Watch and the City at their respective addresses set forth below:

As to City:

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

and

City Clerk
City of Tarpon Springs
410 North Ring Avenue
Tarpon Springs, FL 34689

As to Harbour Watch:

Harbour Watch Homeowners' Association, Inc.
1548 Riverside Drive
Tarpon Springs, FL 34689

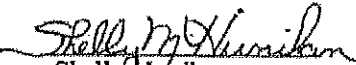
17. Entire Agreement. This Agreement contains the entire agreement of the parties. It may be changed only by an agreement in writing signed by both parties. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
18. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
19. No Third Party Beneficiary Rights. This Agreement shall create no rights or claims whatsoever in any person other than a party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last signed below.

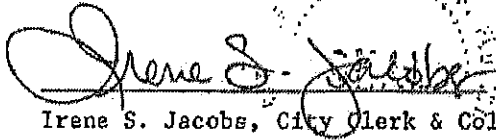
CITY OF TARPON
SPRINGS, FLORIDA

HARBOUR WATCH
HOMEOWNERS'
ASSOCIATION, INC.


Mark G. LeCouris, City
Manager
02-03-16
date


Shelly Hanihan,
President
Jan 23, 2016
date

ATTEST:


Irene S. Jacobs, City Clerk & Collector

(Seal)

APPROVED AS TO FORM


City Attorney



City of Tarpon Springs, Florida

Board of Commissioners
324 East Pine Street
Post Office Box 5004
Tarpon Springs, Florida 34689-5004
(727) 938-3711
Fax: (727) 937-8199
www.ctsfl.us

REGULAR SESSION AGENDA TUESDAY, FEBRUARY 15, 2011 Immediately Following CRA Meeting

CALL TO ORDER
ROLL CALL
PUBLIC COMMENTS

PROCLAMATION:

1. AMERICAN FOUNDATION FOR GREEK LANGUAGE AND CULTURE DAY

PRESENTATIONS:

2. TARPON SPRINGS TRAUMA INFORMED COMMUNITY INITIATIVE: VICE MAYOR SAENGER
A. APRIL LOTT, DIRECTIONS FOR MENTAL HEALTH
3. CHAMBER OF COMMERCE BEAUTIFICATION AWARD
4. ALTERNATIVE WATER SUPPLY PROJECT UPDATE

CONSENT AGENDA:

5. MINUTES:
 - A. JANUARY 11, 2011 REGULAR SESSION
 - B. JANUARY 25, 2011 REGULAR SESSION
6. SATISFACTION AND RELEASE OF LIENS
7. ATTORNEY'S FEES:
 - A. FRAZER HUBBARD BRANDT TRASK & YACAVONE: INVOICE # 34184
8. SPECIAL EVENTS:
 - A. CATHEDRAL OF FAITH IN ACTION MINISTRIES 3RD ANNUAL KING OF THE GRILL & YOUTH EXPLOSION: MARCH 26, 2011
 - B. CHAMBER OF COMMERCE 37TH ANNUAL TARPON SPRINGS FINE ARTS FESTIVAL: APRIL 2 & 3, 2011
 - C. ROTARY CLUB OF TARPON SPRINGS PADDLE TO STOP POLIO: APRIL 9, 2011
 - D. SPONGE DOCKS MERCHANTS ASSOCIATION ARTS & CRAFTS SHOW: APRIL 16 & 17, 2011
 - E. ST. NICHOLAS GREEK ORTHODOX CATHEDRAL GOOD FRIDAY PROCESSION: APRIL, 22, 2011
 - F. AMERICAN AUTISM FOUNDATION HEARTS FOR AUTISM: APRIL 30, 2011

If any person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting, he/she will need a record of the proceedings, and that for such purpose, he/she may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-938-3711 or fax a written request to 727-937-8199.

SPECIAL CONSENT AGENDA:

9. RENEW RFQ No. 080086: STORMWATER ENGINEERING SERVICES CONTINUING CONTRACT
10. APPROVE FY 2011 PRIORITIZED SIDEWALK IMPROVEMENTS LIST
11. APPROVE AGREEMENT WITH HARBOUR WATCH HOMEOWNERS' ASSOCIATION, INC. FOR METER READING AND BILLING
12. APPROVE RENEWAL OF EMPLOYEE HEALTH INSURANCE COVERAGE

ORDINANCES AND RESOLUTIONS:

13. ORDINANCE 2010-30: ANNUAL UPDATE OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN (2ND READING – DEFERRED FROM DECEMBER 14, 2010)
14. ORDINANCE 2011-02: AMENDING SECTION 18-4 REGARDING THE PROCEDURE FOR DESIGNATION OF ONE-WAY STREETS (2ND READING)
15. RESOLUTION 2011-07: ESTABLISHING AN AUDIT COMMITTEE
16. RESOLUTION 2011-08: REORGANIZATION OF TARPON SPRINGS FIRE RESCUE

MISCELLANEOUS:

17. APPROVE SWFWMD COOPERATIVE FUNDING AGREEMENT FOR RECLAIMED WATER MASTER PLAN
18. APPROVE PROCEDURE FOR NEGOTIATING THE SALE OF SURPLUS CITY PROPERTY

BOARD AND STAFF COMMENTS:

ADJOURNMENT

If any person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting, he/she will need a record of the proceedings, and that for such purpose, he/she may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-838-3711 or fax a written request to 727-837-8199.

SPECIAL CONSENT AGENDA (Continued):

11. APPROVE AGREEMENT WITH HARBOUR WATCH HOMEOWNERS' ASSOCIATION, INC FOR METER READING AND BILLING.

Paul Smith, Public Services Director, reviewed the proposed collaborative agreement between the City and Harbour Watch Homeowner's Association which, in his opinion, was a "win-win", and highlighted the terms of the new agreement.

BOARD COMMENTS:

Mayor Archie thanked staff and the Harbour Watch Association for resolving the issue. Commissioner Alahouzos asked if the City had the capacity to provide computerized performance Monitoring. Mr. Smith said, yes and explained its advantage. Commissioner Larsen asked if the renewal in five years would come before the Board and Mr. Smith said, yes.

PUBLIC COMMENTS:

Richard Warnke, 2006 Harbor Watch Circle, President, Harbour Watch Homeowner's Association agreed it was a win-win agreement and thanked Mr. Smith and City Manager LeCouris for working with them to resolve the issues.

MOTION: COMMISSIONER ALAHOUZOS
SECOND: VICE MAYOR SAENGER

To approve special consent agenda 10.

Vote on Motion – Upon roll call vote the motion carried unanimously as follows:

Commissioner Larsen	Yes
Commissioner Slattery	Yes
Commissioner Alahouzos	Yes
Vice Mayor Saenger	Yes
Mayor Archie	Yes

(Continued)



City of Tarpon Springs, Florida

Board of Commissioners
324 East Pine Street
Post Office Box 5004
Tarpon Springs, Florida 34689-5004
(727) 938-3711
Fax: (727) 937-8199
www.ci.tarpon-springs.fl.us

REGULAR SESSION AGENDA TUESDAY, DECEMBER 1, 2009 6:30 P.M. (or following conclusion of CRA Meeting)

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

SPECIAL AGENDA ITEM:

1. APPROVE 60% PLANS FOR THE LEMON STREET STREETScape PROJECT

PUBLIC COMMENTS

PROCLAMATION:

2. NATIONAL HOMELESS PERSONS' MEMORIAL DAY

PRESENTATIONS:

3. CHAMBER OF COMMERCE BEAUTIFICATION AWARD
4. COMMUNITY SPORTS COMPLEX

CONSENT AGENDA:

5. MINUTES:
 - A. OCTOBER 6, 2009 REGULAR SESSION
 - B. OCTOBER 20, 2009 CRA
 - C. OCTOBER 20, 2009 REGULAR SESSION
 - D. OCTOBER 27, 2009 EXECUTIVE SESSION
 - E. OCTOBER 27, 2009 SPECIAL SESSION
6. SATISFACTION AND RELEASE OF LIENS
7. SPECIAL EVENT:
 - A. CHRISTMAS PARADE (DECEMBER 19, 2009)
8. ATTORNEY'S FEES:
 - A. THOMPSON SIZEMORE GONZALEZ & HEARING PA: INVOICE 56354
 - B. THOMPSON SIZEMORE GONZALEZ & HEARING PA: INVOICE 56355
9. EXTEND CONTRACT No 050001: DISPOSAL OF DEWATERED CAKE SLUDGE

SPECIAL CONSENT AGENDA:

10. ADMINISTRATIVE FINE SETTLEMENT: CEC# 08-80000102; 707 CHESAPEAKE DRIVE

If any person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting, he/she will need a record of the proceedings, and that for such purpose, he/she may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-938-3711 or fax a written request to 727-937-8199.

ORDINANCES AND RESOLUTIONS:

11. RESOLUTION 2009-57: APPLICATION 09-40 TARPON SPRINGS AQUARIUM
12. RESOLUTION 2009-58: APPLICATION 09-44 TURTLE COVE MARINA 2COP
13. ORDINANCE 2009-18: CHARTER AMENDMENTS (2ND READING)
14. ORDINANCE 2009-17: PROPOSED AMENDMENT TO THE COMPREHENSIVE PLAN - CAPITAL IMPROVEMENT ELEMENT ANNUAL UPDATE (1ST READING)

MISCELLANEOUS:

15. APPLICATION 09-41: TURTLE COVE MARINA, LICENSE TO ENCROACH, LUMOSA AV.
16. DISCUSSION: HARBOR WATCH METER READING
17. DISCUSSION: PROPOSED RESOLUTION SUPPORTING THE TAMPA BAY REGIONAL PLANNING COUNCIL HOSTING THE 2012 NATIONAL ASSOCIATION OF REGIONAL COUNCILS' CONFERENCE

BOARD AND STAFF COMMENTS:
ADJOURNMENT

If any person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting, he/she will need a record of the proceedings, and that for such purpose, he/she may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-838-3711 or fax a written request to 727-937-8199.

ORDINANCES AND RESOLUTIONS (Continued):

14. ORDINANCE 2009-17: PROPOSED AMENDMENT TO THE COMPREHENSIVE
PLAN –CAPITAL IMPROVEMENT ELEMENT ANNUAL UPDATE
(1ST Reading)

MOTION: COMMISSIONER ALAHOUZOS
SECOND: COMMISSIONER DALACOS

To approve Ordinance 2009-17 its first reading with
amendments to page 52, to add grant amounts.

Vote on Motion – Upon roll call vote the motion carried unanimously as follows:

Commissioner Slattery	Yes
Commissioner Alahouzos	Yes
Vice Mayor Saenger	Yes
Commissioner Dalacos	Yes
Mayor Billiris	Absent/did not vote

MISCELLANEOUS:

16. DISCUSSION: HARBOR WATCH METER READING:

City Manager LeCouris explained the complex history of difficulties for continuing individual meter readings in the Harbour Watch subdivision and why a master meter was installed when the property was being developed. He said individual meters were still being read, as well as, a master meter and there were still significant issues and concerns with current reading and billing systems and staff was looking to the Board for a decision on several issues.

City Attorney Yacavone discussed why maintaining individual meters presented liability exposures for the City.

PUBLIC COMMENTS:

Public comments requesting that the City continue individual meter reading in Harbour Watch were:

Richard Warnke, 2000 Harbor Watch Circle, Member of the Homeowner's Association Board of Directors, summarized a letter from the HOA asking for reconsideration by the Board of Commissioners to allow City staff to continue to read the 121 water meters in the subdivision (Exhibit 2).

Don Coglin, 2023 Harbor Watch Circle;
Bob Huffkie, 2118 Harbor Watch Drive;
Rex Hilton, 2101 Sandpiper Court;
Carl Wagenfohr, 987 South Highland Avenue;
Frank Biegolow, 2103 Harbor Watch Circle;
Bill Petty, 2056 North Pointe Alexis Drive;
Larry Hsaick, 2037 North Pointe Alexis Drive;
David Moral, 2011 Harbor Watch Circle

(Continued)

ljacobs

From: VW DUFF [vwduff@live.com]
Sent: Thursday, November 26, 2009 2:55 PM
To: thickey@ctsfl.us; bbilliris@ctsfl.us; pdalacos@ctsfl.us; calahouzos@ctsfl.us;
thickey@ci.tarpon-springs.fl.us
Cc: cityclerk1@ctsfl.us
Subject: Harbour Watch Water Meter Reading - 12/1/09 Meeting Agenda Item #16
Attachments: HWHOA Ltr City Commissioners re Water Meters2009-11-25-1.pdf

Dear Honorable Mayor, Vice Mayor and Commissioners:

On behalf of the Tarpon Springs citizens residing in Harbour Watch, the attached letter is submitted to request and justify your support for continuing water meter reading in our community. We would greatly appreciate your reading this letter in preparation for your Tuesday, December 1, 2009, meeting. This matter is agenda item 16.

Thank you for your assistance with this matter, which is of great importance to our residents.

The City Clerk was copied with the request that she ensure that each addressee receive a copy of the attached letter. A copy has also been faxed.

Vaughn W. Duff
Director and Secretary
Harbour Watch HOA, Inc.

Hotmail: Trusted email with Microsoft's powerful SPAM protection. [Sign up now.](#)



Harbour Watch Homeowners' Association, Inc.



1548 Riverside Drive
Tarpon Springs, FL 34689

Via Fax to 727-937-8199 and Email

November 25, 2009

Mayor Beverley Billiris
Vice Mayor Robin Saenger
Commissioner Peter Dalacos
Commissioner Chris Alahouzos
Commissioner Susan Slattery
City of Tarpon Springs
324 E. Pine Street
Tarpon Springs, FL 34689

Re: Continuation of Water Meter Reading in Harbour Watch

Dear Honorable Mayor, Vice Mayor and Commissioners:

On behalf of the residents of Harbour Watch, we are writing to request your support for continuing to read our community's individual water meters. At your January 27, 2009 meeting, you voted to discontinue this service in Harbour Watch. We respectfully request that you reverse this decision for the reasons indicated in this letter and as will be presented at the upcoming December 1, 2009 meeting. This matter is agenda item 16 for this meeting.

We believe the justification provided in January by City representatives was incorrect and misleading. Nor do the current concerns expressed in Mr. Smith's Memorandum of November 20, 2009 present a clear and convincing case for discontinuing meter reading. Continuing meter reading is a trivial matter for the City of Tarpon Springs as doing so would impose no cost or significant liability to the City. To the contrary, discontinuing Harbour Watch meter reading is manifestly unfair, contrary to conservation mandates and will impose a significant detriment and burden to our residents. So significant is this matter to the community that discontinuing meter reading will likely escalate this dispute and potentially result in litigation against the City.

We call to your attention the following facts: (1) Each and every Harbour Watch resident paid the City \$300 for the installation of each potable and effluent water meter. (2) Each and every resident has established an individual account with the City, paid the mandated utility deposits (\$40) and administrative fee (\$35) and dealt exclusively and directly with the City regarding all water service matters. (3) For 19 years, 18 of which followed the termination of the one-year agreement negotiated with Fairfield Communities, Inc. ("FCI"), the City required all Harbour Watch homeowners to install City water meters in order to receive COOs. It seems evident that over this long course of direct dealings, which to no extent involved the Harbour Watch Homeowners' Association, Inc. (the "Association"), the residents of Harbour Watch have individually acquired rights to metered water service directly from the City. If the City proceeds with discontinuance, its representatives have made no comment regarding removing these

soon-to-be unserviced meters and reimbursing residents for the approximately \$72,000 paid for meter installation.

Harbour Watch's characterization as a private gated community is irrelevant to the issue of water service because, just like every other citizen of Tarpon Springs, its residents paid to install City meters and thus have a right to the same level of City service and on the same terms as all other citizens. There is no difference between a Harbour Watch resident's water account and that of any other Tarpon Springs resident other than we pay an extra \$2.00/ month for City meter reading.

Much has been made of Harbour Watch receiving some "special" treatment creating bad "precedence" vis-à-vis the 73 other master metered communities in the City. First of all, Harbour Watch residents were required by the City to install, and paid for the installation of, the City's water meters. This was never the case for other communities. Our residents pay an extra \$2/month which no other Tarpon Springs residents pay. It is difficult to see how we obtain any special treatment for which the City is not adequately compensated. Nor is any adverse precedent created as our individual meters are already installed. No other master metered community has expressed any desire for individual metering. Nor are they likely to given the significant costs which would be involved and their lack of any need for such individual metering.

Harbour Watch cannot be compared with Lake Tarpon Sail and Tennis or any other homogeneous master metered community. Lake Tarpon has a master meter and only 4 sub-meters, one for each building. Tarpon Sail uses the individual bills for each building only to determine the pro-rata fees for its residents of that building. There is no need for individual metering. In stark contrast, all Harbour Watch residents bought individual lots, contracted with their own builder for the construction of unique homes, and individually applied for and paid for City water meters, deposits and administrative fees just like all other Tarpon Springs homeowners. The community contains a diverse cross-section of 121 homes and residents not unlike the City itself. We have homes of 2,000 square feet to over 6,000; retired couples and families of 7-8 people, homes with only one resident and homes that are occupied only 3 to 6 months a year. There is no simple formula to fairly divide water usage in our non-homogeneous community nor would there be any incentive for water conservation under a one-price-for-all system. Conservation concerns mandate that each household pay for its actual usage, exactly what metering accomplishes.

Even if there were no other choice, the Association cannot, as has been suggested, take over the payment of residents' collective water usage and bill and collect from our residents. This is not allowed by our covenants, which cannot be amended without a favorable conclusion of on-going litigation with Mark Robinson's Harbour Watch Developers, Inc. and the unlikely supermajority approval of residents. This catch 22 alone will likely result in litigation if the City discontinues billing residents because the Association cannot pay for all residents' water usage based on master meter billing. Further, as was suggested by City representatives, should the Association take over the water billing and collecting function, it may be deemed a regulated water system subjected to extensive governmental regulatory oversight and fees for which it has neither the operating nor financial ability to comply. The Association would have to resort to litigation in an effort to avoid any such result.

In January, Mr. Cruz gave the Commissioners a spreadsheet showing a cost of \$11.07 to read meters in Harbour Watch while the City was collecting only \$2.00. This figure was absurdly inflated with errors and extraneous City overhead costs, as City representatives have since conceded. Indeed, it can cost no more to read meters in

Harbour Watch than for any other Tarpon Springs residence. Importantly, the billing rates for water, both potable and effluent, have been budgeted to capture the cost of providing these services to residents. Harbour Watch residents pay the same rates for water as the rest of the City's citizens. Thus Harbor Watch residents have paid twice for their meter reading, once in the City's billing rate and again by the \$2.00/ month premium we pay but other citizens do not. To indicate to the Commissioners at the January meeting that the City is only collecting \$2.00 for reading meters in Harbour Watch while it costs \$11.07 was a grossly inaccurate and misleading statement. A review of the Commissioners' videotaped discussion suggests that this misstatement may have significantly influenced the vote to discontinue meter reading.

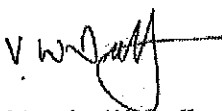
In January and again now City representatives seek to justify discontinuance by pointing to increased liability exposure to the City. In all instances, this increased exposure is unquantified and theoretical. The potable water system infrastructure within Harbour Watch was built to code and inspected by the City. Our system is newer than most Tarpon Springs water infrastructure. Currently it is the Association's responsibility to maintain and repair the system to code standards. Our only water quality concern arose in 1995 during the community's final development phase. In the 14 years since there have been no complaints. Mr. Smith's concern for water quality if Harbour Watch is a "consecutive water system" is misplaced. The Association only faces the prospect of becoming a consecutive system if the City discontinues meter reading and billing and attempts to force this responsibility onto the Association. Again, this is a result that the Association and our residents cannot accept.

For over 19 years, there has never been any liability claim against the City or injury to a City employee from reading Harbour Watch meters. It is difficult to envision how an injury or liability could occur from meter reading but it is safe to say that the risk is no greater than from reading any other meter in Tarpon Springs. While it may be accurate to assert that reading 10,121 meters increases the potential liability compared to reading only 10,000 meters, that increased risk is statistically meaningless. We submit that the City assumes no significantly increased liability from reading Harbour Watch's meters along with all others in Tarpon Springs.

We believe the Commissioners did not receive an accurate presentation of facts in January. We have shown there is no financial burden the City from reading Harbour Watch meters and that any increased liability is insignificant. We believe there is no good reason for the City to discontinue Harbour Watch meter reading. We believe doing so is unfair to our citizens, contrary to water conservation mandates, constitutes a governmental taking without compensation and is potentially illegal. We respectfully request that Harbour Watch meters continue to be read by the City.

The Association remains willing to assist the City with any reasonable requests to the extent of our ability in addressing your concerns. We urge you to continue the status quo of meter reading to avoid an untenable situation for the Association and our voting citizens which will only escalate to the County, the State and potentially the courts.

Very truly yours,



Vaughn W. Duff
Director



Craig Moulton
Director



Richard Warnke
Director

MISCELLANEOUS (Continued):

16. DISCUSSION: HARBOR WATCH METER READING:

PUBLIC COMMENTS:

Jessie Burke, 116 North Ring Avenue, explained her knowledge of the master meter being installed at Harbour Watch subdivision.

BOARD COMMENTS:

Vice Mayor Saenger asked Paul Smith, Public Services Director, about the City's liabilities, and Mr. Smith explained how the infrastructure and its maintenance within this subdivision differed from other subdivisions in the community; and staff's concern about the ongoing problem. Vice Mayor Saenger suggested developing a compromise with a revised agreement being presented to the Board. Commissioner Alahouzos felt this was a unique situation and agreed a compromise should be looked at. Commissioner Dalacos asked Mr. Smith to explain why there was an additional \$2.00 dollar charge for each household in the subdivision, and Mr. Smith said that the collection of an additional \$2.00 per household was a bilateral agreement because the City had to conduct two meter readings, one for the master meter and one for each individual household meter and run a separate billing program to accommodate only Harbour Watch subdivision, a situation unique to this group of homes. Commissioner Dalacos questioned Mr. Warnke about the HOA hiring someone to read the individual meters once a month and Mr. Warnke explained the extreme difficulty and hardship that would be incurred by the community if they had to hire someone to read the meters and the difficulty of changing the covenants controlled by Harbor Watch's developer. He also stated the HOA was currently in covenant litigation with Harbor Watch developer, Mark Robinson. Mr. Warnke discussed a possible agreement where the HOA continued to maintain the infrastructure and the City read and maintain the water meters. Commissioner Dalacos suggested that the City delay the transition date stating he did not have a problem continuing having City staff reading individual meters provided the City's liability was covered. Commissioner Slattery questioned why it was the agenda at this time, and wanted the City Attorney to review the HOA documents to see if a resolution could be reached.

City Attorney Yacavone discussed his concerns about continuing individual meter reading which included: 1.) the City's liability exposure; and 2.) although not a legal concern, the infrastructure ownership and maintenance issues discussed by Mr. Smith. City Attorney Yacavone stated in his opinion there was no good way to address the problem and explained; however, said he would like to review the HOA's documents or obtain an opinion from the HOA's attorney regarding the association's authority to impose the obligation to collect from the individual homeowners and enter into an agreement with the City.

The consensus of the Board was to have City Attorney Yacavone review the Homeowners Association's documents regarding the HOA's authority and research a possible solution.

(Continued)

Master
Agenda

**BOARD OF COMMISSIONERS
CITY OF TARPON SPRINGS, FLORIDA
324 EAST PINE STREET
TUESDAY
SEPTEMBER 30, 1997
6:30 P.M**

WORK SESSION AGENDA

CALL TO ORDER
ROLL CALL

- _____ 1. Resolution 97- 60 (SPR 97-05) First United Methodist Church Expansion - 501 East Tarpon Ave in RO District
- _____ 2. Ordinance 97-34 (V 97-02) Vacation of Utility Easement, Lot 97, Trentwood Manor (1st Rdg)
- _____ 3. Resolution 97-58 (CU 97-11) Conditional Use to Expand Mini-Warehouse Facilities; Storage Trust 1730 S. Pinellas Ave
- _____ 4. a) Resolution 97- 62 Final Plat RPD 3 District - Grassy Pointe, Ph I (To Be Provided)
_____ b) Accept Utility/Drainage/Access Easement - Grassy Pointe (To Be Provided)
- _____ 5. Resolution 97-61 Agreement with RT&D Holding Inc. for Utilities & Trees - Grassy Pointe
- _____ 6. a) Resolution 97-59 Requesting Agreement with DOT for Sale of Christmas Trees by Boys/Girls Club
_____ b) Authorize City Manager to Execute License Agreement with DOT (To Be Provided)
- _____ 7. Resolution 97-43 Amending Fiscal Year 1997 Budget
- _____ 8. Ordinance 97-35 Establishment of Expendable Trust Acct to Defray Future Employee Insurance Premium Increases (1st Rdg)
- _____ 9. Ordinance 97- 36 Amending General Employees Pension Plan (1st Rdg)

MISCELLANEOUS ACTION ITEMS

- _____ 10. Set Date of November 18, 1997 for Public Hearing - Fifth Amendment to Development Order - Pointe Alexis DRI
- _____ 11. Authorize Electrical Repair of Sandfilter in Treatment Plant-Electrical & Mechanical Svcs
- _____ 12. Authorize Appraisals for Property On Jasmine Avenue and in Trentwood Manor
- _____ 13. Review of Resolution 91-06 Establishing An Award System
- _____ 14. Wage Adjustment Guidelines Relative to Regrades
- _____ 15. Authorize Permission for Outdoor Concert in Sponge Exchange on October 25
- _____ 16. Discussion of Methods for Bidding on City Contracts
- _____ 17. Recommend Increasing Current Contract Purchase Orders for Legal and Actuary Expenses for General Employees Pension Plan Conversion Process

MISCELLANEOUS ACTION ITEMS

10. SET DATE OF NOVEMBER 18, 1997, FOR PUBLIC HEARING - FIFTH AMENDMENT TO DEVELOPMENT ORDER - POINTE ALEXIS DRI

Mayor Protos introduced the item. Planning Director Fufidio explained that the developer of Harbour Watch and Pointe Alexis South was seeking changes in the Development of Regional Impact (DRI) which would extend the build-out date to the year 2007 and eliminate all annual water quality monitoring requirements. He noted that the City was obligated by State statute to establish a date for a public hearing regarding same. City Manager Vatikiotis briefly explained an outstanding contractual issue between the Harbour Watch homeowners association and the City with regard to water meter reading and monitoring requirements. He noted that this issue needed to be resolved before the City made a recommendation regarding approval of this DRI modification and City Attorney Hubbard agreed. Discussion followed regarding water quality monitoring requirements.

Mayor Protos asked for public comments and there were none.

This item will be on next week's Regular Session agenda.

11. AUTHORIZE ELECTRICAL REPAIR OF SAND FILTER IN TREATMENT PLANT - ELECTRICAL AND MECHANICAL SERVICES

Mayor Protos introduced the item and noted that the information provided was self-explanatory. City Manager Vatikiotis confirmed that the total price was \$5,450.89.

Mayor Protos asked for public comments and there were none.

This item will be on next week's Regular Session agenda.

12. AUTHORIZE APPRAISALS FOR PROPERTY ON JASMINE AVENUE AND IN TRENTWOOD MANOR

City Manager Vatikiotis explained his recommendation to authorize property valuation appraisals for parcels associated with 615 North Jasmine Avenue, property needed for storm water drainage and expansion of Cycadia Cemetery, and 1302 Coppertree Drive within Trentwood Manor subdivision, the residents' first choice for a mini-park. He pointed out that although the Jasmine Avenue property was associated with improvements needed for the ABR plaza, ABR had not yet committed to relocating to the City. Mr. Vatikiotis briefly reviewed Jasmine Avenue improvement funding issues if grant money was not forthcoming. He responded to Commissioner Archie's question regarding the deadline associated with pursuing the economic development grant.

Mayor Protos asked for public comments and there were none.

This item will be on next week's Regular Session agenda.

BOARD OF COMMISSIONERS
CITY OF TARPON SPRINGS, FLORIDA
324 EAST PINE STREET
DECEMBER 20, 1994
6:30 P.M.

MASTER
AGENDA

REGULAR SESSION AGENDA

CALL TO ORDER
ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

DECLARATION, PROCLAMATIONS AND PRESENTATIONS

- 1. Proclamation - Epiphany - January 6, 1995
- 2. Distinguished Employee Award, Fall 1994 - Rick Chamberlain
- 3. Presentation - Library Operations Audit #94-04

CITY MANAGER REPORT

CONSENT

- 4. Approval of Minutes - a) Special Session - November 22, 1994
b) Work Session - November 22, 1994
c) Special Work Session - November 29, 1994
- 5. Satisfaction of Liens (To Be Provided)
- 6. Award of RFP 95-003 Vehicle Exhaust Extraction Systems for Fire Station 69&70
- 7. Certification of Lands - Anclote River Dredging (Old Treatment Plant)
- 8. a) Authorize Close of Dodecanese for Epiphany Glend and Sale of Beer and Wine - January 8-8, 1995
b) Designation of Lemon Street for Bus Parking for Epiphany - Jan 6,
- 9. Grant Utility Easement to Pinellas County - West Side of Disston Ave
- 10. Authorization to Defend - a) Resolution Trust v. Itzkowitz/City
b) Malmstrom v Lewis/City
c) Nations Bank v Doughty/City
- 11. City Attorney's Out-of-Pocket Expenses

UNFINISHED BUSINESS

- 12. T³CD Indoor Recreation Center Referendum Question
- 13. Reducing Water Meter Reading Charges for Harbour Watch
- 14. Ordinance 94-45 Amending Method for Calculation of Sewer Impact Fees & Amending After Hours Fees (2nd Rdg)
- 15. Ordinance 94-47 Converting Septic Users to Sewer (1st Rdg)
- 16. a) Ordinance 94-42 Revisions to Land Development Code (2nd Rdg)
b) Authorize Conditional Use Amendments to Land Use Code
- 17. Ordinance 94-43 Vacation of Portion of Safford Avenue, South of Anclote River (2nd Rdg)
- 18. Ordinance 94-40 Amending Personal Liability Insurance Coverage for Taxicabs (2nd Rdg)

**BOARD OF COMMISSIONERS
CITY OF TARPON SPRINGS, FLORIDA**

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NEW BUSINESS

- ___ 19. Ordinance 94-44 Revising Lot Mowing Procedures (1st Rdg)
- ___ 20. Ordinance 94-48 Designating Mill and Acacia One-Way East/Northbound
- ___ 21. Resolution 94-59 Designating Vandora Lane
- ___ 22. a) Resolution 94-61 Beer/Wine and Liquor - P&C Anclothe
Restaurants/Travis
b) Site Plan Review (SPR95-06)
- ___ 23. Planned Development #90-02 - Minor Modifications to Westwinds
- ___ 24. Authorize Preparation of Ordinance Allowing Wholesale Trade in
Neighborhood Business District
- ___ 25. Resolution 94-63 Objecting to Proposed Closing of Pinellas County Trail
ROW Under US 19
- ___ 26. a) Discussion of Economic Development Board's Request for
Coordinator's Salary Increase
b) Resolution 94-62 Implement Cash Carryover from FY 94 and Implement
GTE Cash Contribution fr GenFund to EconDev Budget
- ___ 27. Authorize Amendment of \$25,000 Deductible to City General Liability Self
Insurance Program
- ___ 28. Refund of Sewer Impact Fee Payment - Nick Stamas
- ___ 29. Request of Innisbrook for Use of Sunset Beach - Feb 6 & 13, '95
- ___ 30. Accept Dedication of Safford House - Parkin Court

PUBLIC COMMENTS

BOARD AND STAFF COMMENTS

ADJOURNMENT

If any person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting or hearing, he/she will need a record of proceedings, and that for such purpose, he/she may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any person with a disability requiring reasonable accommodation in order to participate in this meeting, should call 813/938-3711 or fax a written request to 813/937-8199.

UNFINISHED BUSINESS (continued)

13. REDUCING WATER METER READING CHARGES FOR HARBOUR WATCH

The Mayor explained this issue, asked for public comments and there were none.

MOTION: COMMISSIONER BRAYBOY
SECOND: COMMISSIONER SALLEY

To reduce the water meter reading
charge for Harbour Watch from \$4 to \$2.

Vote on Motion - Upon roll call vote, the motion carried as follows:

Commissioner Brayboy:	Yes
Commissioner Salley:	Yes
Commissioner Domino:	Yes
Mayor Pro Tempore LeCouris:	Yes
Mayor Protos:	Yes

Master
Agenda

BOARD OF COMMISSIONERS
CITY OF TARPON SPRINGS, FLORIDA
324 EAST PINE STREET
DECEMBER 13, 1994
6:30 P.M.

WORK SESSION AGENDA

CALL TO ORDER

ROLL CALL

UNFINISHED BUSINESS

- ___ 1. Discussion of Cost Benefit Analysis Results for Sponge Docks Parking
- ___ 2. Discussion of ADA Deficiencies at Sponge Docks
- ___ 3. Discussion of Referendum Question f/T²CD Indoor Recreational Facility
- ___ 4. Award of RFP 95-003 Vehicle Exhaust Extraction Systems for Fire Station 69&70
- ___ 5. Discussion of Mill Street - One Way East Request
- ___ 6. Reducing Water Meter Reading Charges for Harbour Watch
- ___ 7. Ordinance 94-45 Amending Method for Calculation of Sewer Impact Fees & Amending After Hours Fees (2nd Rdg)
- ___ 8. Proposed Ordinance for Converting Septic Users to Sewer (1st Rdg)
- ___ 9. Ordinance 94-42 Revisions to Land Development Code (2nd Rdg)
- ___ 10. Ordinance 94-43 Vacation of ROW, Safford Avenue, South of Anclote River (2nd Rdg)
- ___ 11. Ordinance 94-40 Amending Personal Liability Insurance Coverage for Taxicabs (2nd Rdg)
- ___ 12. a) Authorize Close of Dodecanese for Epiphany Glendi and Sale of Beer and Wine - January 5 - 8, 1995
b) Close of Lemon Street for Bus Parking for Epiphany - Jan 6, 1995
- ___ 13. Certification of Lands - Anclote River Dredging (Old Treatment Plant)

NEW BUSINESS

- ___ 14. a) Discussion of Economic Development Board Chairman's Request for Coordinator's Salary Increase
b) Implement Cash Carryover from FY 94 and Implement GTE Cash Contribution fr GenFund to EconDev Budget
- ___ 15. Discussion of Wholesale Trade in a Neighborhood Business District
- ___ 16. Discussion of City General Liability Self Insurance Program
- ___ 17. Ordinance 94-44 Lot Mowing Assessments and Enforcement (1st Rdg)
- ___ 18. Resolution 94-59 Designating Vandora Lane
- ___ 19. a) Resolution 94-61 Beer/Wine and Liquor - P&C Anclote Restaurants/Travis
b) Site Plan Review (SPR95-06)

**BOARD OF COMMISSIONERS
CITY OF TARPON SPRINGS, FLORIDA**

Page 2

- 20. Planned Development #90-02 - Minor Modifications to Westwinds
- 21. Resolution Objecting to Proposed Closing of Pinellas County Trail ROW under US 19 (To Be Provided)
- 22. Grant Utility Easement to Pinellas County - West Side of Disston Ave
- 23. Refund of Sewer Impact Fee Payment - Nick Stamas
- 24. Discussion of the Clearwater Gas/HEMH Utility Tax Payment
- 25. Transfer of Ownership - Sunset Beach
- 26. Sunshine Gas Pipeline Public Hearing - January 3-4, 1995

PUBLIC COMMENTS

BOARD AND STAFF COMMENTS

ADJOURNMENT

If any person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting or hearing, he/she will need a record of proceedings, and that for such purpose, he/she may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any person with a disability requiring reasonable accommodation in order to participate in this meeting, should call 813/938-3711 or fax a written request to 813/937-8199.

UNFINISHED BUSINESS (continued)

5. DISCUSSION OF MILL STREET - ONE WAY EAST REQUEST

The Mayor explained this request, and Lt. Joseph Ferrantelli confirmed the Police Department's recommendation. This will be placed on next week's agenda.

6. REDUCING WATER METER READING CHARGES FOR HARBOUR WATCH

The City Manager explained this item, and recommended reducing this fee from \$4.00 to \$2.00. The Mayor asked for public comments and there were none. This will be on next week's agenda.

9. ORDINANCE 94-42 - 2ND READING - REVISIONS TO LAND DEVELOPMENT CODE

City Planner Olga Sowchuk reported on this issue, sharing information offered by resident Joseph LaRocca, and presenting the Planning Department's recommendations for refining definitions. She then asked the Board whether they wished to pursue a complete reapproval process, which would include public notices, a public hearing, and a resolution; or to pursue an abbreviated review coming directly to the Board, and they favored the latter course of action. Bob Johnson, 39650 U.S. 19 North, expressed his approval of the recommended revisions. The City Attorney confirmed that this ordinance would be effective with all future applications.

The Mayor deviated from the Agenda to cover item 19, of New Business.

NEW BUSINESS (continued)

19. a) RESOLUTION 94-61 BEER/WINE AND LIQUOR - P&C ANCLOTT
RESTAURANTS/TRAVIS
b) SITE PLAN REVIEW (SPR95-06)

Olga Sowchuk explained these items, and offered the recommendation of the Planning & Zoning Board. The Mayor asked for public comments and there were none. This will be on the agenda for next week.

BOARD OF COMMISSIONERS
CITY OF TARPON SPRINGS, FLORIDA
324 EAST PINE STREET
MONDAY
NOVEMBER 4, 1991

6:30 P.M.

REGULAR SESSION AGENDA

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG
DECLARATIONS, PROCLAMATIONS & PRESENTATIONS

1. Proclamation - Good Life Celebration November 8-17, 1991

CITIZEN REQUESTS & OTHER COMMUNICATIONS

2. Request for Work Sessions

- a. Status of Stormwater Mgmt Master Plan and Stormwater Utility Concept
b. Marina Rates and Expansion

3. Petition from Residents of Tarpon Shores Mobile Home Village - Noise Problem

CONSENT AGENDA

4. Approval of Minutes - a. Special Session - October 2, 1991

- b. Regular Session - October 15, 1991

5. Satisfaction of Liens (to be provided)

6. Delinquent Account Action (to be provided)

7. Attorney Fees - a. Dennis Repka

- b. Alan Zimmet

- c. Tom Gonzalez

8. Authorize City Manager to Execute Grant Award Agreements

- a. Celebration of Greek-American Folk Arts

- b. Tarpon Springs Arts Celebration

9. Authorize Use of Craig Park for Veteran's Memorial Fundraiser-November 17, 1991

10. Accept Completion Joint Project Agreement - Utility Relocation on Highway 19

11. Initiate Correction to Countywide Plan

12. Authorize Pinellas Planning Council Grant Agreement with City

UNFINISHED BUSINESS

- 13. Ord. 91-45 Amend. to Sec. 20-1 to Include Cleaners w/Pressing Facilities (2nd Rdg)
- 14. Approve Revised Chlorine Station Location - Riverside Drive/Bayshore Blvd.
- 15. Approve Change Orders - Highland Nature Park
- 16. Award of ReBid 92-001 - Fire Truck Repowered
- 17. Approve Recommended Wage & Salary Compensation System - Griffith Archer
- 18. Ratification of Appointment of Building Director
- 19. Board Appointments: Planning and Zoning - Two Regular & One Alternate Member

NEW BUSINESS

- 20. Ordinance 91-43 Amend. Land Dev Code - Docks (1st Rdg)
- 21. Ordinance 91-44 Amend. Land Dev Code - Veterinary Clinic (1st Rdg)
- 22. Ordinance 91-46 Z/LU 10/19/87(1) Tarpon Financial Center (1st Rdg)
- 23. Resolution 91-19 4th Amended Development Order - Pt. Alexis North
- 24. Resolution 91-49 Pinellas Planning Council Consistency Program
- 25. Resolution 91-48 Opposing Stormwater Retrofit Mandates by FDER
- 26. Approve Contract w/Parsons Brinckerhoff - Realignment of Live Oak/Dodecanese Corridor
- 27. Allow Variance from City's Water Restrictions - Sunset Shores & Windrush Bay
- 28. Agreement to Establish a Coordinated Plumbing Fixture Retrofit Program w/Roberts Co., Inc
- 29. Award of Bid - Sludge Processing
- 30. Authorization to Amend Comprehensive Plan Regarding Disston Avenue

PUBLIC COMMENTS

ADJOURNMENT

*Doors Open 15 Minutes before meeting time.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, 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.

NEW BUSINESS

23. RESOLUTION 91-19 4TH AMENDED DEVELOPMENT ORDER - PT. ALEXIS NORTH

Mayor Protos deviated from the Agenda to consider this item.

The Acting City Attorney read the following titled Resolution:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, CONSTITUTING A FOURTH AMENDMENT TO THE DEVELOPMENT ORDER FOR THE HARBOUR WATCH AND RIVERSIDE LANDING PROJECTS OWNED BY FAIRFIELD COMMUNITIES, INC., INCORPORATING THE TERMS OF THE SECOND AMENDMENT TO THE PRE-DEVELOPMENT AGREEMENT BETWEEN THE DEVELOPER AND THE DEPARTMENT OF COMMUNITY AFFAIRS, MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW THAT THE AMENDMENTS DO NOT CONSTITUTE A SUBSTANTIAL DEVIATION AND PROVIDING FOR THE INCORPORATION OF THE BALANCE OF ALL OF THE REMAINING PROVISIONS OF THE DEVELOPMENT ORDER, THE AMENDED DEVELOPMENT ORDER, THE SECOND AMENDED DEVELOPMENT ORDER AND THE THIRD AMENDED DEVELOPMENT ORDER REMAINING IN EFFECT.

Planning Director Pianta explained this proposal would allow the combination of the single slip docks for Lots 16 through 22 of Harbour Watch previously permitted by Resolution 89-13 and a December 22, 1988 pre-development agreement with the State into a multislip dock for five building sites.

The Mayor called for comments from the audience and there were none.

MOTION: COMMISSIONER LeCOURIS
SECOND: COMMISSIONER BOBOTAS

That the Resolution be adopted as presented.

Vote on Motion - Upon roll call vote, the motion carried as follows:

Commissioner LeCouris: Yes
Commissioner DiDonato: Yes
Commissioner Bobetas: Yes
Commissioner Davis: Yes
Mayor Protos: Yes

RESOLUTION 91-19

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, CONSTITUTING A FOURTH AMENDMENT TO THE DEVELOPMENT ORDER FOR THE HARBOUR WATCH AND RIVERSIDE LANDING PROJECTS OWNED BY FAIRFIELD COMMUNITIES, INC., INCORPORATING THE TERMS OF THE SECOND AMENDMENT TO THE PRE-DEVELOPMENT AGREEMENT BETWEEN THE DEVELOPER AND THE DEPARTMENT OF COMMUNITY AFFAIRS, MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW THAT THE AMENDMENTS DO NOT CONSTITUTE A SUBSTANTIAL DEVIATION AND PROVIDING FOR THE INCORPORATION OF THE BALANCE OF ALL OF THE REMAINING PROVISIONS OF THE DEVELOPMENT ORDER, THE AMENDED DEVELOPMENT ORDER, THE SECOND AMENDED DEVELOPMENT ORDER AND THE THIRD AMENDED DEVELOPMENT ORDER REMAINING IN EFFECT.

WHEREAS, On August 23, 1983, THE FLORIDA COMPANIES, now by merger known as FAIRFIELD COMMUNITIES, INC., ("Developer") filed an Application for Development Approval ("ADA") of Regional Impact with the City of Tarpon Springs ("City"), the Tampa Bay Regional Planning Council ("TBRPC"), the Florida Department of Community Affairs ("DCA") and other state, regional and local agencies, pursuant to the provisions of Section 380.06, Florida Statutes; known as DRI 899 Harbour Watch/Riverside Landing; and

WHEREAS, the City by the adoption of Resolution 83-91 on December 14, 1983, approved the development which Resolution constituted a Development Order ("Order"); and

WHEREAS, the City by the adoption of Resolution 85-22 on March 19, 1985, approved the first amendment to the "Order" ("Amended Order"); and

WHEREAS, The City by the adoption of Resolution 90-10 on March 7, 1990, approved the second amendment to the "Order" ("Second Amended Order"); and

WHEREAS, The City by the adoption of Resolution 90-18 on May 1, 1990, approved the third amendment to the "Order" ("Third Amended Order"); and

WHEREAS, Public Notice requirements of the Florida Statutes have been complied with; and

WHEREAS, the City has received and reviewed the Second Amendment to the Pre-Development Agreement entered into between the Developer and the DCA; and

WHEREAS, the Board of Commissioners has reviewed and considered all of these matters as well as the prior ADA Order, Amended Order, Second Amended Order and Third Amended Order and evidence submitted by the Developer, its staff, TBRPC, and members of the general public and made findings of fact and conclusions of law concerning a determination of substantial deviation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, CITY OF TARPON SPRINGS, FLORIDA, THAT:

1. Introduction: This Resolution shall constitute the Fourth Amendment to the Development Order of the City previously issued in response to the ADA filed by the Developer for the development of Harbour Watch/Riverside Landing, a Development of Regional Impact and a determination regarding a substantial deviation as defined under Florida Statute 380.06.

A. The Board and the BCA have entered into a Second Amendment to the Pre-Development Agreement concerning the issue of the Developer's right to construct docks adjacent to the lots abutting the Anclote River and the Gulf of Mexico. The Second Amendment to the Pre-Development Agreement further details the obligations and rights of the Developer on the dock issue and is attached hereto as Exhibit 1 and is incorporated by reference in this Fourth Amended Development order.

B. The facts presented under the Second Amendment to the Pre-Development Agreement and this proposed change demonstrate that environmental impacts will be minimized by allowing the use of multi-slip docks and this proposed change is consistent with the spirit and intent of all of the development orders controlling this project. This proposed change represents a reduction in any regional impact and does not create any type regional impact previously not reviewed in the Order, the Amended Order, the Second Amended Order or Third Amended Order. The proposed changes to the Order, the Amended Order, the Second Amended Order or Third Amended Order do not meet or exceed any of the criteria which constitute a substantial deviation as set forth under Florida Statute 380.06(19).

3. Conclusions of Law: The Board of Commissioners having made the above findings of fact, reaches the following conclusions of law:

A. That the Fourth Amendment to the Order allowing the construction of multi-slip docks as reflected in the Second

And Part 1 of the Pre-Development Agreement to be attached to the Internal of the Order, Amended Order, Second Amended Order, Third Amended Order and APA and that the proposed changes and amendments to the Pre-Development Agreement do not constitute a substantial deviation as defined under Florida Statute (380.05(1)).

B. The Second Amendment to the Pre-Development Agreement is adopted and incorporated by reference into this Fourth Amended Development Order as Exhibit 1.

4. Amendments:

A. The Second Amendment to the Pre-Development Agreement is applicable to Harbour Watch ("Pointe Alexis North") and amends the agreement by providing an option for those owners of lots so designated, to opt to join other such designated lot owners in the construction of a multi-slip dock in lieu of a single dock adjacent to their property provided the total number of allowable slips does not increase.

5. General Conditions:

A. That, having made the above findings of fact and the above conclusions of law, the "Order", "Amended Order", "Second Amended Order", and "Third Amended Order" are hereby amended to allow the Developer to conduct development as set out under the Second Amendment to the Pre-Development Agreement.

B. Any portion of the Development Order, Amended Development Order, Second Amended Development Order and Third Amended Development Order not otherwise amended by this Resolution shall remain in full force and effect.

C. This amendment to the Order shall be binding upon the Developer, and shall be transmitted by the Board of Commissioners for the City.

D. Upon adoption of this Fourth Amendment to the Order, it shall be transmitted by the City to the Tampa Bay Regional Planning Council, the Developer and the State Land Planning Agency.

E. This Fourth Amended Order shall be binding upon the Developer, and its assigns, or successors in interest.

F. In the event that any portion or section of this Fourth Amended Order is determined to be invalid, illegal or unconstitutional by a Court of competent jurisdiction, appropriate commission or other governmental agency, such decision shall in no manner affect the remaining portions or sections of this Fourth Amended Order and the Development Order, Amended Development Order, Second Amended Development Order, and Third Amended Development Order which shall remain in full force and effect. If any portion or section of this Fourth Amended Order that amended any provision of the Development Order, Amended Development Order, Second Amended Development Order, and Third Amended Development Order is determined to be invalid, then said previous provision shall become fully enforceable.

SECOND AMENDMENT TO THE AGREEMENT

This Amendment to the December 29, 1988 Agreement on Pointe Alexis North is entered into between Fairfield Communities, Inc. ("Owner/Developer"), and the Department of Community Affairs (the "Department"), subject to all governmental approvals and solely at the risk of the Owner/Developer.

WHEREAS, the Owner/Developer and the Department entered in to an agreement, "AGREEMENT", a copy of which is attached hereto and incorporated herein as Exhibit 1-1, on December 29, 1988; and

WHEREAS, the Owner/Developer and the Department entered into the first amendment to the agreement, a copy of which is attached hereto and incorporated herein as Exhibit 2-2, on June 27, 1989; and

WHEREAS, the Agreement dated December 29, 1988 and First Amendment to the Agreement dated June 27, 1989, allowed the Owner/Developer and/or its successors in interest to construct 23 single family docks and a community viewing dock on and adjacent to certain specified lots in the Owner/Developer's development known as Pointe Alexis North (see Exhibit "A"); and

WHEREAS, for certain lots, that have been so designated under the Agreement, construction is permitted for up to twenty-three single docks, not to exceed 500 square feet over water surface area to be located on the Pointe Alexis North site, as shown on Exhibit 1 to said Agreement; and

WHEREAS, in order to accommodate the request of the Department of Environmental Regulation ("DER") and Pinellas County, and to

minimum of one hundred and fifty (150) square feet. It is agreed that at all such locations, authorization should be granted for the docks to be combined and multi-slip docks constructed; and

WHEREAS, any such multi-slip docks shall only be placed in proximity to the lots approved in Exhibit A under the Agreement and would not exceed the five hundred square foot per dock limitation applied on a per slip basis; and

WHEREAS, it is agreed that any lot owner taking part in a multi-slip dock would thereby waive the owner's right to a future single dock in lieu of the multi-slip dock; and

WHEREAS, there will be no material adverse consequences as a result of permitting construction of multi-slip docks, in lieu of single docks;

NOW THEREFORE, and in consideration of the mutual covenants contained herein, it is hereby understood and agreed;

1. The Department finds this Second Amendment is in the best interest of the State of Florida, is beneficial to the Department in its role as the state agency with responsibility for administration and enforcement of chapter 380, Florida Statutes, and reasonably applied and effectuates the provisions and purposes of chapter 380, Florida Statutes, and is essential to the continued viability of this project.

2. Paragraph 2 of the Agreement shall be amended to read:

"2. The Department agrees that the Owner/Developer or its successors in interest may construct twenty-three (23) single-family docks on and adjacent to lots numbered 4-10, 16-27, and 51-

55; provided however, that only four docks may be located on a lot adjacent to the five lots numbered 16-20; or in lieu of a single family dock, owners may join in constructing multi-slip docks with the multi-slip dock substituting for the single family dock permitted and a community viewing dock on the community lot between Lots 159 and 160, as more specifically set forth on attached Exhibit "n".

3. Paragraph 3 of the Agreement shall be amended as follows:

The following language shall be substituted for subsection "h".

(h) No terminal platform size shall be more than two hundred forty (240) square feet if located outside the Aquatic Preserve and One Hundred Sixty (160) square feet if located within the Aquatic Preserve.

The following subsection shall be added:

"m) The owner of each single family dock may join with other owners to construct a multi-slip dock under these conditions:

i) The right of the owner to construct a single-family dock shall be transferred to the owner's right in the multi-slip dock.

ii) The total square footage of over water surface area shall not exceed the product of 500 square feet time the number of permitted single-family docks that are included in the multi-slip dock which shall not exceed eight (8) slips.

iii) Each individual owner of a lot which has a permitted single-family dock and is a participant in a multi-slip

dock shall remain responsible for compliance with this Agreement. Construction of a single-family dock, after the lot owner has relied on the Development Order to take part in a multi-slip dock shall require an amendment to the Development Order.

4. The terms and conditions of the Agreement dated December 29, 1988, and First Amendment to the Agreement dated June 27, 1989, otherwise remain in full force and effect and are expressly incorporated by reference as conditions of this Second Amendment to the Agreement.

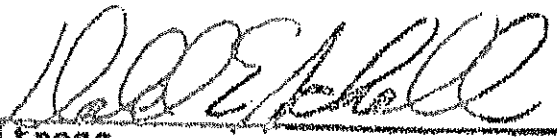
5. The date of execution of this Amended Agreement should be the date that the last party signs and acknowledges this Second Amendment to the Agreement.

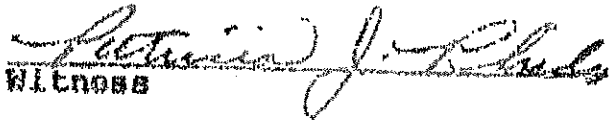
6. This Second Amendment shall be effective upon being properly approved by the City of Tarpon Springs as a portion of the Fourth Amended Development Order for DRI-99.

FOR THE OWNER/DEVELOPER:

BY:


Fairfield Communities, Inc.


Witness


Witness

STATE OF FLORIDA)

COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared J. ROBERT WARD, Vice President and General Manager of Fairfield Communities, Inc., to me personally known and known to me to be the individual who executed the foregoing instrument as such officer, and he duly acknowledged before me that he executed the same freely and voluntarily as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 27th day of September, 1991.

Patricia J. Fitch
Notary Public
Commission No. NA 759856
My Commission Expires 3/19/94

FOR THE DEPARTMENT OF COMMUNITY AFFAIRS:

BY: Randall Kellen Sam C. Marks
Department of Community Affairs Witness
[Signature]
Witness

STATE OF FLORIDA)

COUNTY OF LEON)

BEFORE ME, the undersigned authority, personally appeared Randall Kellen, of the Department of Community Affairs, on behalf of the Department to be known and known to me to be the individual who executed the foregoing instruments as such officer, and he duly acknowledged before me that he executed the same freely and voluntarily as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 3rd day of October, 1991.

Jane R. Burt
Notary Public, State of Florida
Commission No. [Signature]
My Commission Expires March 14, 1994
Notary Public Seal - State of Florida

Approved as to form and legal sufficiency:

[Signature]
Department of Community Affairs

AGREEMENT

This Agreement is entered into between Fairfield Communities, ("Owner/Developer"), and the Department of Community Affairs ("Department"), subject to all other governmental approvals and finally at the risk of the Owner/Developer.

WHEREAS, the Department is the state land planning agency having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, Florida Statutes, which includes provisions relating to developments of regional impact ("DRI") and

WHEREAS, the Department is authorized to enter into Agreements pursuant to Subsection 380.41(3), Florida Statutes, with any landowner, developer, or governmental agency as may be necessary to effectuate the purposes and purposes of Chapter 380, Florida Statutes, or any rules promulgated thereunder and

WHEREAS, the Owner/Developer's parcel now in interest, The Florida Company, filed on August 22, 1983, an application for development approval ("ADA") of a DRI with the City of Tarpon Springs, the Tarpon Hills Regional Planning Council, and the Department pursuant to the provisions of Section 380.16, Florida Statutes (1983) and

WHEREAS, after extensive review and comment on the ADA, the City of Tarpon Springs ("City") adopted Resolution 83-91 approving a development order for the project now known as Pointe Alexis South and Pointe Alexis North and

WHEREAS, on March 18, 1984, pursuant to the request of the Owner/Developer, Fairfield Communities, Inc., the Florida Company's successor in interest, the City of Tarpon Springs adopted Resolution 84-12, amending its earlier development order for Pointe Alexis South and Pointe Alexis North by increasing the number of dwelling units for Pointe Alexis South from 300 to 377 units and reducing the number of dwelling units for Pointe Alexis North from 400 to 177 units and

WHEREAS, Pointe Alexis South is now partially built out however, the Owner/Developer is now proposing to reduce the number of units in Pointe Alexis North from 177 dwelling units to 168 dwelling units and to change the unit type entirely to single-family, detached homes. Thus, the entire development will now comprise, at most, 481 dwelling units, which the Owner/Developer contends is less than 50% of the presumptive DRI threshold established by Rule 28-26.10, Florida Administrative Code and

WHEREAS, it is the Owner/Developer's position that the development order and the amendment thereto, as well as a Final Judgment entered September 24, 1983, and an Amended Final Judgment entered on July 2, 1985, by the Circuit Court of the Sixth Judicial Circuit, in and for Pinellas County, Florida, in The Florida Company v. City of

-1-

RES. 91-10

the County/Developer and/or its successors is subject to approval by the State of Florida in the future. The State and the Department, however, reserve the right to require the County/Developer to obtain approval from the State of Florida in the future for the construction of the dock.

WHEREAS, it is the County/Developer's position that in light of the substantial increase in the proposed development plans, including but not limited to the increase in the total number of dwelling units, the combined development of Palms Atlantic North and Palms Atlantic South is no longer a unit pursuant to Section 284.04, Florida Statutes (1961) and Florida Administrative Code Rule 29-21.00 and

WHEREAS, the Department advises that any proposed construction of docks requires additional will require payment to Section 284.04(1)(a), and Subsection 284.04(1)(b), Florida Statutes, and that the combined development of Palms Atlantic North and Palms Atlantic South is and continues to be a unit and

WHEREAS, the County/Developer and the Department desire to resolve the dispute without resort to further legal proceedings.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, it is hereby understood and agreed:

1. The Department finds that this Agreement is in the best interest of the State of Florida, is beneficial to the Department in its role as the state agency with responsibility for the administration and enforcement of Chapter 344, Florida Statutes, and reasonably applies and attributes the provisions and purposes of Chapter 344, Florida Statutes, and is essential to the continued viability of this project.

2. The Department agrees that the County/Developer or its successors in interest may construct twenty-three (23) single family docks on and adjacent to lots numbered 4-10, 16-27, and 31-54 provided, however, that only four docks may be located on or adjacent to the lots numbered 4-10 and a continuously floating dock on the community lot between lots 159 and 160, as more specifically set forth on attached Exhibit "A".

3. That the single family docks and the continuously floating dock shall be subject to the following standards and criteria:

- (a) No dock shall exceed 375 square feet of over-water net floor area;
- (b) Each dock shall be constructed on or held in place by pilings and shall not involve filling or dredging other than that necessary to install the pilings;
- (c) No dock shall unduly impede the flow of water or create a navigational hazard.

(b) Each single family dock as shown on Exhibit "A" for lots 5-10, 10-20, and 21-24 may be used only for recreational and commercial activities associated with the activity of boats and boat passengers.

(c) The quantity shown on "A" shall be utilized only as a storage dock and no mooring of boats thereby shall be permitted.

(d) Any multi purpose docks shall be limited to a maximum width of four (4) feet.

(e) The dock docking design and construction shall support maximum light penetration, with full consideration of safety and practicality.

(f) No terminal structure shall be more than 100 square feet.

(g) Docking in conjunction with any dock, other than as authorized by paragraph 3(h), is prohibited.

(h) Each dock shall be appropriately aligned, and constructed as to include impacts to adjacent adjacent areas.

(i) Each dock shall be aligned and constructed in accordance with Aquatic Resource Standards and

(j) Each dock shall display a permanent identification sign and such other information as is appropriate to the use of docks of boats within the vicinity of the dock.

Subject to such docks as may be specifically authorized by approval of a substantial deviation application pursuant to Section 309.30(1)(b), Florida Statutes (1997), the Owner/Developer shall establish a deviation agreement pursuant to Section 701.20, Florida Statutes (1997), for the remainder waterfront property in Police Area North prohibiting docks in such areas.

4. No other docks, other than those which are specifically authorized by this Agreement, shall be constructed nor shall any other use of the waterfront require a substantial deviation application for City Council approval ("ADA"), pursuant to Section 309.30(1)(b), Florida Statutes (1997), and an amended development order thereon has been issued by the City of Tampa and approved by the Department of Community Affairs and the Tampa Bay Regional Council, subject to the funding and approval provisions of Section 309.30, Florida Statutes (1997). The Owner/Developer shall arrange a pre-application meeting on the waterfront deviation application within (7), less (10) days of approval of this Agreement and shall submit its substantial deviation application within ninety (90) days of the approval of this Agreement. Failure of the pre-application deviation application shall result in a forfeiture of the substantial impact of all such.

5. The Owner/Developer shall retain vested rights or equity rights in relation to this Agreement or any amendments or actions taken in relation to this

Agreement to perform any other duties or services as may be required by the City, this Agreement shall be null and void unless the Owner/Developer is in a financial position to perform the same and to pay the City the sum of \$100,000.00, plus interest (10%), according to the conditions in a final development plan or agreement and does not otherwise satisfy the conditions of this Agreement.

6. In the event of a breach of this Agreement or a failure to comply with any condition of this Agreement, or if this Agreement is based upon materially inaccurate information, the Department may terminate this Agreement or the right to enforce this Agreement as provided in Sections 193.01 and 193.02, Florida Statutes, including a call to enforce any and all development work done by this Agreement, in any administrative or judicial action, or appropriate governmental body, for the enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of litigation.

7. Nothing in this Agreement shall constitute a waiver of any part of the right to enforce any subsequent development order pursuant to Section 193.01, Florida Statutes.

8. This Agreement affects the rights and duties of the parties under Chapter 193, Florida Statutes. It is not intended to determine or influence the authority or decisions of any other state or local government or agency in the issuance of any other permits or approvals which might be required by state law or local ordinance for any development authorized by this Agreement.

9. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto. The Owner/Developer shall ensure and provide that any appearance in interest in any lands or parcels affected by this Agreement is bound by the terms of this Agreement. The Owner/Developer shall record a copy of this Agreement which complies with Section 193.01(1)(a), Florida Statutes, in the Official Records of Pinellas County, Florida, and shall provide the Department with a copy of the recorded document, including book and page number within two (2) weeks of the date of execution of this Agreement.

10. As a condition of entering into this Agreement, the Owner/Developer agrees to enter into an agreement with the City regarding any changes between the City and the Owner/Developer regarding the Owner/Developer's right to apply for development. This agreement shall release the City from any and all liability, including but not limited to any claim for damages or attorney's fees, out of any judgment entered in favor of the City, or arising out of any contract, agreement or otherwise between the City and Owner/Developer in its appearance in interest relating to the City's right.

AMERICAN DEPARTMENT OF COMMUNITY AFFAIRS

BY [Signature]
Department of Community Affairs

STATE OF Florida
COUNTY OF Dade

BEFORE ME, the undersigned authority, personally appeared Paul R. [Signature]
of the Department of Community Affairs, on behalf of the Department to be known and
known to me to be the individual who executed the foregoing instrument as such officer,
and he duly acknowledged before me that he executed the same freely and voluntarily as
the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 21st day
of October, 1988.

[Signature]
Notary Public, State of Florida
My Commission Expires July 22, 1992

[Signature]
Witness

[Signature]
Witness

Approved as to form and legal sufficiency:

[Signature]
Department of Community Affairs

WLL/PT-Agrral/Alh

[Handwritten notes]
Backs under
5005 feet line
at boundary line

EXHIBIT A - CONTINUED TO THE AGREEMENT

This Amendment to the December 21, 1988 Agreement on Future Alaska State is subject to the following conditions: Mr. (Owner/Developer), and the Department of Community Affairs (the "Department") subject to all governmental approvals and solely at the risk of the Owner/Developer.

WHEREAS, the Owner/Developer and the Department entered into an agreement, a copy of which is attached hereto and incorporated herein as Exhibit A, on December 21, 1988;

WHEREAS, the Agreement dated December 21, 1988 authorized the Owner/Developer and/or its successors in interest to construct a site on and adjacent to certain lots in the Owner/Developer's development known as Future Alaska Harbor and

WHEREAS, Paragraph 4 of the Agreement dated December 21, 1988 prohibited the Owner/Developer from building any additional docks, other than those specifically authorized by that Agreement, until such time as it submitted a substantial deviation application for development approval pursuant to section 200.00(1)(b) of the Statutes (1987), and an amended development order thereon is issued by the City of Eugene, Oregon and approved by the Department and the Tampa Bay Regional Planning Council, subject to the hearing and appeal provisions of section 200.07 of the Statutes (1987); and

WHEREAS, Paragraph 4 further requires the Owner/Developer to arrange a substantial deviation application over time on its substantial deviation application within sixty (60) days of approval of the Agreement dated December 21, 1988 and to submit the substantial deviation application within ninety (90) days of the approval of that Agreement; and

WHEREAS, the Owner/Developer has no present intent to construct any additional docks other than those specifically authorized in the Agreement dated December 21, 1988, and desires to avoid incurring the substantial costs of preparing and submitting for agency review a substantial deviation application; and

WHEREAS, the Owner/Developer and the Department agree that a substantial deviation application seeking approval of additional docks may be held in abeyance until such time as the Owner/Developer desires to move forward on such an application; and

WHEREAS, there will be no material adverse consequences as a result of waiving the time requirements specified in Paragraph 4 of the Agreement dated December 21, 1988, especially since such a waiver will result in no additional construction activity.

EXHIBIT 2

other than that which is at any time authorized by the Agreement dated December 23, 1980.

That the Board, in its recognition of the fact that the Board is a body of elected officials,

1. The Department finds this Agreement Amendment is in the best interest of the State of Florida, to be added to the Department in its role as the state agency with responsibility for administration and enforcement of chapter 188, the Planning, and reasonably applicable and effectuate the general and purposes of chapter 200, the Statutes, and is essential to the continued stability of this project.

2. Paragraph 4 of the Agreement between Inland Development, Inc. and the Department shall be amended to read:

4. No other deeds, other than those which are specifically authorized by this Agreement, shall be constructed until such time as the Owner/Developer submits a substantial deviation application for recordation approval ("ADA") pursuant to Section 334.40(1)(g), Florida Statutes (1987), and an approved DRI development under Review has been issued by the City of Jupiter Springs and approved by the Department of Community Affairs and the Jupiter Inland Planning Council, subject to the zoning and approval provisions of Section 308.01, Florida Statutes (1987). Review of the substantial deviation application shall include a review of the cumulative impact of all deeds. At the time the Owner/Developer desires to proceed with any subsequent deed at Palms Apts North the Owner/Developer must schedule and attend a pre application conference and shall submit its substantial deviation application for recordation approval within forty five (45) days of that conference. As a requirement of its Agreement, the Owner/Developer shall include as a part of the annual status report required to be filed each December 10th for the Palms Apts North DRI, the location, size and number of all existing deeds and developments in construction areas, the status of compliance with the terms of this Agreement and any amendments, and as indicated of the location, size and number of any deeds or developments in construction areas proposed for construction during the forthcoming year.

5. The terms and conditions of the Agreement dated December 23, 1980, otherwise remain in full force and effect and are expressly incorporated by reference as amendments of this Amended Agreement.

6. The date of execution of this Amended Agreement shall be the date that the last party sign and acknowledge this Amended Agreement.

THIS CERTIFICATE IS RETURNED

at Orlando, Florida on April 11 1947

STATE OF Florida
COUNTY OF Duval

BEFORE ME, the undersigned authority, personally appeared Robert Edward of lawful Commission, his, to be known and known to me to be the individual who executed the foregoing instrument as such officer, and he duly acknowledged before me that he executed the same freely and voluntarily in the act and deed of said corporation.

WITNESSE my hand and official seal in the County and State aforesaid, this 11th day of April, 1947.

J. P. [Signature]
Notary Public, State of Florida
My Commission Expires April 11

[Signature]
Witness

[Signature]
Witness

THIS

at

STATE OF

COUNTY

BEFORE

appeared

Attorney

My

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

MEMORANDUM - LEGAL DESCRIPTION

That certain piece, parcel, or tract of land lying in and being part of Section 3 and Section 4, Township 27 South, Range 13 East, Tarpon Springs, Pinellas County, Florida, also being part of Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 11, page 116, of the public records of Pinellas (formerly Hillsborough) County, Florida, and being more particularly described as follows:

Beginning at the Northwest corner of Lot 156, Sunset Hills Country Club, as recorded in Plat Book 17, pages 27 thru 33, of the public records of Pinellas County, Florida; thence South 16°27'30.2" West, by and along the Easterly boundary of said Lot 156, a distance of 63.30 feet to the north riparian line of "Red area" referred to in section 19 (d) of Agreement between Chicago Trust Company and Roy K. Thomas as Trustees and Edgar J. Phillips, dated August 15, 1923, and identified by initials of Nathan William MacChinnery; thence South 23°04'45.2" West, by and along said line a distance of 9.38 feet to the mean high water line of a shift north; thence West and Southwesterly by and along said mean high water line, to the intersection of said mean high water line with the mean high water line of the Gulf of Mexico; thence North 11°22' Westwesterly, Westwesterly, by and along said mean high water line to the intersection of said mean high water line with the mean high water line of the Anclote River; thence Northwesterly, Westwesterly, by and along said mean high water line to the intersection of said mean high water line with the Northwesteasterly boundary of Lot 156, Sunset Hills Country Club, as recorded in Plat Book 17, pages 27 thru 33, of the public records of Pinellas County, Florida; thence South 32°07'44.2" West, by and along said line a distance of 291.26 feet to the centerline of Riverdale Drive, an 80.0 foot right-of-way; said point also being a point on a curve having North 32°07'44.2" East from the center point of said curve; thence Northwesterly, around and along a curve to the left, having a radius of 100.00 feet and a delta of 32°10'17.9", a distance of 447.20 feet to a point of tangency; thence South 27°22'39.2" West, by and along aforementioned centerline a distance of 277.26 feet to the West boundary of aforementioned Sunset Hills Country Club; thence South 02°01'29.2" East, by and along said West boundary a distance of 40.00 feet to the Northwest corner of aforementioned Lot 156, and the point of beginning. Containing 22.151 acres, more or less.

THE ABOVE DESCRIBED PROPERTY INCLUDES THE FOLLOWING DESCRIBED PROPERTY:

Lots F, G, otherwise described as that Parcel of Land bounded by Lots R and H on the East and the Gulf of Mexico on the South, West and North and Lot H in Section 4, Township 27 South, Range 13 East, of Property of Tampa & Tarpon Springs Land Co., according to plat thereof recorded in Plat Book 1, page 116, public records of Hillsborough County, Florida, of which Pinellas County was formerly a part AND

Lots A, B, C, D, E, I, J, K, L, M, N, O, P, Q, and R in Section 3, Township 27 South, Range 13 East of Property of Tampa & Tarpon Springs Land Co., according to plat thereof recorded in Plat Book 1, page 116, public records of Hillsborough County, Florida, of which Pinellas County was formerly a part, LESS THAT PART OF SAID LOTS O, P and Q which lies in Sunset Hills Country Club Subdivision, according to plat thereof recorded in Plat Book 17, pages 27 to 33 inclusive, Pinellas County Records; ALSO that certain unnumbered triangular tract West of Tract R and South of Tract J of Tampa & Tarpon Springs Land Company's Subdivision, of Section 3, Township 27 South, Range 13 East, according to the plat thereof of said Tampa & Tarpon Springs Land Company's Subdivision, according to plat thereof recorded in Plat Book 1, page 116, public records of Pinellas County, Florida;

PASSED and ADOPTED this 5th day of November, 1991.

[Signature]
PATTA S. PETERO, MAYOR-COMMISSIONER

[Signature]
GEORGE BOUOTIS, MAYOR PRO TEM

[Signature]
GLENN A. DAVIS, COMMISSIONER

[Signature]
L. F. DIDONATO, COMMISSIONER

[Signature]
BLAINE P. LOCANTIS, COMMISSIONER

NOTICE BY: COMMISSIONER LOCANTIS
HEARD BY: COMMISSIONER BOUOTIS

NOTE ON NOTICE

COMMISSIONER LOCANTIS	<u>Yes</u>
COMMISSIONER DIDONATO	<u>Yes</u>
COMMISSIONER BOUOTIS	<u>Yes</u>
COMMISSIONER DAVIS	<u>Yes</u>
MAYOR PROTEM	<u>Yes</u>

ATTEST:

[Signature]
KATHY M. ALARFIS, CMO
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:

[Signature]
ALAN W. SIMPST
CITY ATTORNEY

BOARD OF COMMISSIONERS
CITY OF TARPON SPRINGS, FLORIDA
324 EAST PINE STREET
AUGUST 6, 1991

6:30 P.M.

R E G U L A R S E S S I O N A G E N D A

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

DECLARATIONS, PROCLAMATIONS & PRESENTATIONS

- _____ 1. Proclamation - Fire Fighter Appreciation Week - 8/25 thru 9/2/91

CITIZEN REQUESTS & OTHER COMMUNICATIONS

- _____ 2. Request for Ordinance Amendment to Zoning Code - Jim Arvanitis

CONSENT AGENDA

- _____ 3. Approval of Minutes - a. Special Session - July 11, 1991
b. Work Session - July 11, 1991
c. Work Session - July 13, 1991
d. Regular Session - July 16, 1991
e. Work Session - July 18, 1991
f. Work Session - July 22, 1991

- _____ 4. Satisfaction of Liens (to be provided)

- _____ 5. Delinquent Account Action (to be provided)

- _____ 6. Attorney Fees - Covert & Zimmet

- _____ 7. Authorize Expenditure of Impact Fees - Fire Station 70 Addition

UNFINISHED BUSINESS

- _____ 8. Approve Meter Reading Agreement - Harbour Watch Homeowners Assn., Inc.

- _____ 9. Approve Chg/Order #1 & Final Payment - Dechlorin. & Phosphorous Reduction Project -
Fuse Inc.

- _____ 10. Selection of Engineer for Sponge Docks Improvements - Reynolds, Smith & Hills Inc.

NEW BUSINESS

- 11. Ordinance 91-33 Amending Chapter 8 of Code of Ord. - Changing Rates and Adding Collection for Recyclables (1st Rdg)
- 12. Ordinance 91-34 Amending Art VI, Chap 2, Sec 2-95(b) and (c) of Code of Ordinances - Expenditure of Impact Fees (1st Rdg)
- 13. Ordinance 91-35 Amending Art I, Chap 20, Sec 20-1(D) of Code of Ordinances - Modifying Manner of Holding Impact Fees Pending Disbursement (1st Rdg)
- 14. Authorize Execution of Interlocal Agreement with the County - Extension of Local Option Gas Tax 10 Years

PUBLIC COMMENTS

ADJOURNMENT

*Doors Open 15 Minutes before meeting time.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, OR HEARING HE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, 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.

UNFINISHED BUSINESS

8. APPROVE METER READING AGREEMENT - HARBOUR WATCH HOMEOWNERS ASSN., INC.

The City Manager and City Attorney presented a proposed agreement with the Harbour Watch Homeowners Association, Inc., which requested that the City install individual water meters, meter boxes and curbstops at each individual residential unit located within Harbour Watch.

Dr. James Payne, 2109 Sand Piper Point Court, spoke on behalf of Harbor Watch Homeowners Association, Inc. and Mr. Steve Bennett, 2045 North Point Alexis Drive, spoke in favor of the agreement. Mr. Jerry Cox, 2031 North Pointe Alexis Drive, requested that a full disclosure on the water meter situation be made before the Board approves or disapproves the agreement.

MOTION: COMMISSIONER LeCOURIS
SECOND: COMMISSIONER DAVIS

To approve the Meter Reading Agreement with Harbor Watch Homeowners Association, Inc.

Vote on Motion - Upon roll call vote, the motion carried as follows:

Commissioner LeCouris:	Yes
Commissioner DiDonato:	Yes
Commissioner Bobotas:	Absent/Did not vote
Commissioner Davis:	Yes
Mayor Protes:	Yes

9. APPROVE CHANGE ORDER #1 & FINAL PAYMENT -
DECHLORINATION & PHOSPHOROUS REDUCTION PROJECT - FUSE, INC.

Utilities Director Tom Crandall requested approval of Change Order #1 in the amount of \$3,663.00, from Fuse, Inc., for the Tarpon Springs Wastewater treatment Facility Dechlorination and Phosphorous Reduction Systems - Bid #90-033. The Change Order amounts to approximately 1% of the original bid.

Mayor Protes called for comments from the audience and there were none.

MOTION: COMMISSIONER DAVIS
SECOND: COMMISSIONER DiDONATO

To approve the Change Order #1 for Fuse, Inc.
in the amount of \$3,663.00, and authorize
final payment of \$46,934.00.

Vote on Motion - Upon roll call vote, the motion carried as follows:

Commissioner LeCouris:	Yes
Commissioner DiDonato:	Yes
Commissioner Bobotas:	Absent/Did not vote
Commissioner Davis:	Yes
Mayor Protes:	Yes

AGREEMENT

Revised
Draft
R/S 8/6/91
Item # 8

THIS AGREEMENT is entered into this ____ day of _____, 1991, by the CITY OF TARPON SPRINGS, FLORIDA ("City") and HARBOUR WATCH HOMEOWNERS ASSOCIATION, INC. ("Harbour Watch"), a not-for-profit corporation organized and existing under the laws of the State of Florida, having its principal place of business at 998 Spinnaker Court, Tarpon Springs, Florida.

IN CONSIDERATION of the premises and the mutual benefits which will accrue to the parties hereto, it is mutually understood and agreed as follows:

1. The City will install or have installed individual water meters, meter boxes and curbstops at each individual residential unit located within Harbour Watch which has or does in the future receive a certificate of occupancy. Said water meters, meter boxes and curbstops are to be maintained by the City. Each individual homeowner will pay the City for the installation and maintenance of his/her water meter, meter box and curbstop. The amounts charged to each individual homeowner under this paragraph shall be based on the City's actual cost of labor and materials at the time of installation or at the time the maintenance work is performed, respectively.

2. The water meters to be installed under paragraph 1 and 6 of this Agreement shall be installed on the property which is either owned by Harbour Watch or over which Harbour Watch has an easement. Harbour Watch hereby agrees to provide the City with an easement in the form attached as Exhibit "A" to allow the City to install and maintain the water meters, meter boxes and curbstops, to read the meters and check the calibrations of the meters to be installed under paragraph 1 and 6 of this Agreement.

3. The City agrees to read the meters to be installed under paragraph 1 and 6 of this Agreement in accordance with its normal procedure for reading water meters throughout the City.

4. In recognition of the fact that the individual water meters will be placed on private property and that the water system serving Harbour Watch is owned and maintained by Harbour Watch, the individual homeowners served by an individual meter installed pursuant to paragraph 1 above will be charged a monthly service fee of \$2.00 by the City.

5. The City agrees to bill each homeowner individually for the water consumed by said homeowner as calibrated by the individual water meters to be installed under paragraph 1 of this Agreement. The individual homeowners will be billed in accordance with the rates established by City ordinance for residential units.

6. The City will install and maintain water meters, meter boxes and curbstops to serve Harbour Watch's common areas. Harbour Watch will pay the City for the installation and maintenance of the water meters, meter boxes and curbstops serving the common areas. The amounts charged to Harbour Watch under this paragraph shall be based on the City's actual cost of labor and materials at the time of installation or at the time the maintenance work is performed, respectively. Harbour Watch will be billed and pay for water consumed at Harbour Watch that is registered by the common area meters in accordance with the applicable City ordinances.

7. In recognition of the fact that the common area water meters will be placed on private property and that the water system serving Harbour Watch is owned and maintained by Harbour Watch, Harbour Watch will be charged a monthly service fee for each common area water meter of \$2.00 by the City.

8. Harbour Watch shall take all necessary steps to insure that the City, its meter readers and those checking the City calibrations of the water meters have access to Harbour Watch during regular city working hours. This shall include requiring Harbour Watch to provide the City with a code to allow it to enter in through the security gates at Harbour Watch.

9. Harbour Watch and its homeowners shall be bound and the provision of water service to Harbour Watch and its homeowners shall be governed by the City ordinances, regulations and policies governing the provision of water service by the City. This shall include procedures and provisions for termination of water service, however, the City agrees that the service to Harbour Watch's common areas as provided under paragraph 6 of this Agreement cannot be terminated because of any individual homeowner's failure to comply with ordinances, regulations or policies. Nor shall service to any individual homeowner be terminated because of the failure of Harbour Watch to comply with any such ordinances, regulations or policies for the service provided under paragraph 6 of this Agreement. Nothing contained in this Agreement amends or alters these ordinances, regulations and policies.

10. Harbour Watch represents that it has the authority to enter into this Agreement, to require the homeowners to allow the installation of the individual meters pursuant to paragraph 1 above and to require its homeowners to comply with the provisions of this Agreement. If it is ever determined that Harbour Watch did not have the authority to sign this Agreement or otherwise bind the individual homeowners as referenced in this paragraph, this Agreement shall terminate immediately and Harbour Watch shall be responsible to pay for any water service for which the City does not receive payment.

11. Term. This Agreement shall commence on _____ and shall terminate on _____.

12. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified return receipt requested mail to Harbour Watch and the City at their respective addresses set forth below.

As to City:

City of Tarpon Springs
Post Office Box 1575
Tarpon Springs, FL 34686-1575

As to Harbour Watch:

Harbour Watch Homeowners Association, Inc.
c/o J. Robert Ward
998 Spinnaker Court
Tarpon Springs, FL 34689

13. Entire Agreement. This instrument contains the entire agreement of the parties. It may be changed only by an agreement in writing signed by both parties. If one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14. Successors and Assigns. This agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15. No Third Party Beneficiary Rights. This agreement shall create no rights or claims whatsoever in any person other than a party hereto.

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of the Agreement shall not be valid or enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF TARPON SPRINGS,
FLORIDA

HARBOUR WATCH HOMEOWNERS
ASSOCIATION, INC.

Carey F. Smith, City Manager

, President

, Secretary

ATTEST:

[Seal]

Kathy Alesafis, City Clerk

APPROVED AS TO FORM:

Alan S. Zimmet, City Attorney

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that HARBOUR WATCH HOMEOWNERS ASSOCIATION, INC., Grantor, of the CITY OF TARPON SPRINGS, State of Florida, for and in hand paid, does hereby grant and convey to the CITY OF TARPON SPRINGS, a municipal corporation and political subdivision of the State of Florida, Grantee, an easement for ingress and egress, over, under, and across the following described property situated in Pinellas County, Florida, to wit:

.SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

for the purpose of installing and maintaining water meters, meter boxes and curbstops and for reading and calibrating water meters.

Grantor, his heirs, executors, administrators and assigns reserves the right to make any use of the land, whether above or below its surface for any lawful purpose except that any structure or use shall not interfere or be inconsistent with the easement and use by the City hereby granted and authorized.

Grantor warrants that it is the lawful owner of said property, that it has the right to grant the Easement, that it will defend the grant of the Easement against the lawful claims and demands of any party whatsoever.

This is a perpetual easement, however Grantor recognizes and anticipates that this agreement may be altered with the written agreement of the parties.

IN WITNESS WHEREOF, Grantor has executed this Easement this
_____ day of _____, 1991.

SIGNED, sealed and delivered in the presence of:

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____ to me known to be the person described in and who executed the foregoing Easement and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this ____ day of _____, 1991.

NOTARY PUBLIC
State of Florida

My Commission Expires:

PREPARED BY & RETURN TO:

COVERT & ZIMMET, P.A.
2655 McCormick Drive
Clearwater, Florida 34619

See Page 3



Southwest Florida Water Management District

2379 Broad Street (U.S. 41 South) Brooksville, Florida 34609-6899
Phone (904) 796-7211 or 1-800-423-1476 SUNCOM 628-4150

January 31, 1991

Charles A. Block
Chairman, Crystal River
Ray G. Harrell, Jr.
Vice Chairman, St. Petersburg
Anne Bishopic Sager
Secretary, Venice
Joseph S. Casper
Treasurer, Tampa
Mary Ann Hegen
Brooksville
Samuel D. Updike
Lake Wales
Gordon D. Hoffman
Bradenton
David H. Knowlton
St. Petersburg
Andrew J. Lubiano
Tampa
Abby Misemer
New Port Richey
Sally Thompson
Tampa

Peter G. Hubbell
Executive Director
Mark D. Farrell
Assistant Executive Director
Karl A. Zaker
General Counsel

Dr. James Payne
2109 Sand Piper Point Court
Tarpon Springs, Florida 34689

Re: Water Conservation Information

Dear Dr. Payne:

Thank you for contacting the Southwest Florida Water Management District regarding water conservation in your association. Your interest in conserving water shows your keen awareness of the need to protect our most valuable resource. Water conservation is now a way of life for Florida and the widespread acceptance of this fact will help assure the resource for the future.

Typical residential water use in America has been estimated at about 124 gallons per capita (person) per day (gpcd).¹ This has been divided between the inside and outside, 63% and 37% respectively. Because the climate in Florida is such that there is year-round irrigation; actual outdoor, thus per capita usage, may in fact be greater for residents in the Southwest Florida Water Management District. A residential water use research project currently in the planning stages is aimed at quantifying these estimates for our region.

Maddaus further breaks down indoor water use as such:

<u>Use</u>	<u>gpcd</u>	<u>% of Indoor use</u>
Toilets	27.4	35%
Laundry	17.2	22%
Showers	14.1	18%
Faucets	10.2	13%
Baths	7.8	10%
Dishwashing	1.6	2%

¹ Maddaus, Water Conservation, 1987,
American Water Works Association

Dr. James Payne
January 31, 1991
page two

Individual water-using fixtures vary greatly in their flow rates. For example, traditional toilets can range from 3.5 to 7 gallons with each flush. Here too, the research project will enable accurate estimates for us.

There are some basic programs that considerably reduce the use of water with little effort. The information I am providing touches on two areas: residential retrofit kits, and XeriscapeTM. Additionally, I have included District water conservation materials to illustrate the level of public awareness to which we are involved. Please feel free to circulate these among friends.

Prior to 1983, manufacturers of water-using fixtures had little regard for water conservation, designing products with flow rates typically up to 8 gallons/minute. At this rate a ten minute shower would consume 80 gallons of water.

The Water Conservation Act of 1983 requires greater efficiency in water-using fixtures: 3.0 gallons/minute for showerheads and faucet aerators. These efficiencies are not up to date with current technology.

One word of caution when shopping for water conservation devices: often fixtures may be labeled "water saving" in accordance with the 1983 Act, the District recommends efficiencies with a maximum of 2.5 gallons/minute. The same ten minute shower would consume only 25 gallons of water.

While the District cannot promote the use of one product over another, we are happy to provide the enclosed listing of manufacturers and vendors of water conservation products. On this list you will find the specific item(s) you may be looking for in addition to other retrofit items that individual homeowners can use to save water every time the fixtures are used. The District is a strong supporter of the retrofit concept, especially when implemented at the local level, for at least two reasons:

- 1) Retrofitting allows individual households to be part of the solution in effecting water conservation, and,
- 2) It does so painlessly, at minimal cost. Instead of citizens being required to dramatically change their water use habits (and to constantly reinforce those changes), the "hardware" does the work for them by reducing flow rates. This way, even transient residents become part of the solution in water conservation.

Dr. James Payne
January 31, 1991
page three

The typical mid-range price retrofit kit includes low flow shower heads, faucet aerators, toilet dams (to block off a portion of the tank and reduce the amount of water used per flush), and dye tabs to check for leaks in the toilet. Research has shown that once installed the retrofit kit can save at least 10 gallons per capita per day, essentially a reduction of 12% for indoor water use.

Less expensive, yet still effective, water saving kits are available which include flow restrictors for faucets and showerheads, toilet tank displacement bags (reduces amount of flush by reducing the volume of water in the tank), and dye tabs to check for leaks in the toilet. These are normally available through the same manufacturers of the more expensive products.

Another effective method in saving water indoors is to install low-volume fixtures (toilets, showerheads and faucets) in your modification construction. Whereas the current plumbing code requires toilets that flush at no more than 3.5 gallons, technological advances have produced numerous toilets that flush at 1.6 gallons or less. Sarasota County has adopted an ordinance to take effect January 1, 1991 that requires this efficiency in all new or remodel construction. I am providing a Case Study summary by the Rocky Mountain Institute which evaluates the performance of such water closets.

Your desire to install individual meters to make the individual accountable for their own use is commendable. While a retrofit program would be substantially less expensive than sub-metering each unit, the resulting savings may be equally less. Our preliminary reports do show an overall 33% savings for housing complexes after the completion of a metering program. The resulting savings of a retrofit program have proved to be up to 10 gallons/day/person.

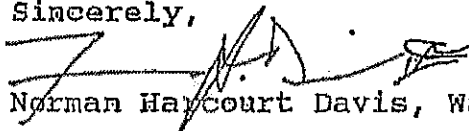
Bear in mind that often a metering program requires permits, a passing vote by the association to remove water from a rental expense and charge it back as a percentage of use; additional accounting time for this, as well as the substantial cost to accomplish the installation. However, a metering program is effective at curtailing the use of water by large users, and making the cost of water more equitable for part-time or conservation-minded residents. If you are actually individually metering the residences whereby the meter reading, billing and accounting remains with the utility, any additional accounting time is a moot point. In some cases the permit fees might be waived in the interest of conservation.

Dr. James Payne
January 31, 1991
page four

The enclosed Xeriscape brochure is for your convenience in understanding the water savings which may be achieved in the landscape. This landscape technique is gaining in popularity, yet, some communities still require turfgrass to a wide extent.

The District is more than pleased to serve as a conduit for water conservation technology and information. We encourage you to contact us if you need additional information, a presentation on conservation (indoor and outdoor), or simply further support for your water-saving efforts. Together we can extend Florida's ability to support quality growth while changing public attitudes about our most precious resource. Good luck.

Sincerely,



Norman Haycourt Davis, Water Conservation Planner

Enclosures

xc: B. Terry Johnson, AICP, Planning Manager



Memorandum

Date: February 10, 2026
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 & Service (**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 \$397,000, an increase of \$150,000, for the Public Services Department – Advanced Wastewater Treatment Facility (AWTF).

Background

On June 4, 2025, the subject contract was administratively approved. On October 28, 2025, the BOC increased the contract. AWTF was designed and constructed in 1985 by OVIVO USA LLC, formerly Eimco Water Technologies. The purpose of this contract is to provide as needed OVIVO and Eimco Water Technologies OEM replacement parts and service, which are used in critical equipment at AWTF, including the aeration basins, clarifiers, and sand filters. The requested increase is needed to replace all 25 composite media trays and nozzles in the south sand filter at the AWTF. This rehabilitation was budgeted for in FY26 under project #WS2616. This equipment is highly specialized and exact-match replacement parts are required to ensure optimum performance and equipment longevity. The sand filters are an essential part of reclaimed water operations and provide filtration to meet FDEP high-level disinfection requirements for public access water reuse systems. This increase will allow the wastewater division to procure critical OEM parts and equipment needed to rehabilitate the south sand filter to full operation and minimize process downtime and associated costs for maintenance or emergency repairs (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

FY26 Budgets; Account nos. 402-4603-536.4600, 402-4603-536.5200, and 402-4603-536.6300 project #WS2616 - AWTF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: January 14, 2026

To: Janina Lewis, Procurement Services Director

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

From: Robert Marcincuk, Wastewater Division Manager

Subject: Authorize increase to Contract File No. 250189-N-AS (BPO #250734) for as-needed purchases of proprietary replacement parts and services from Ovivo USA, LLC.

Recommendation

Authorize increase to Contract File No. 250189-N-AS (BPO # 250734), OEM Parts and Services with Ovivo USA, LLC., to purchase replacement equipment, parts, supplies, and services for maintaining wastewater clarifiers, sand filters, and existing proprietary wastewater processing equipment utilized by the wastewater treatment facility in an estimated total amount not to exceed \$397,000, an increase of \$150,000.00.

Background

The advanced wastewater treatment facility (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 wastewater plant, including the aeration basins, clarifiers and the sand filters. The purpose of this authorization increase is to purchase OEM materials to replace all twenty-five composite media trays and nozzles in the south sand filter at the AWTF. This rehabilitation was budgeted into our FY26 budget under project #WS2616. This purchase is the key component of a project to rehabilitate the wastewater plant sandfilters to full operation. The north sand filter failed in 2025, and rehabilitation was completed earlier this month. This project is the second phase to fully rehabilitate the south sand filter and extend its service life. This equipment is highly specialized and exact match replacement parts are required. The sand filters are an essential part of reclaimed water operations and provide filtration to meet FDEP high-level disinfection requirements for public access water reuse systems.

The wastewater utility maintains an annual spending authorization with Ovivo for as-needed OEM parts and services, and this authorization increase is exclusively to fund OEM purchases for this project, while leaving capacity for normal annual equipment purchases. The total cost for materials is approximately \$150,000, and the overall project budget is \$225,000. The project is currently on schedule and budget.

Funding

Funds are available in the FY26 Budgets in treatment repair & maintenance, operating supplies and CIP accounts 402-4603-536-46.00, 402-4603-536-52.00 and 402-4603-536-63.00 utilizing project number WS2616.



PRICE PROPOSAL

Q-1008-26RR

JANUARY 12, 2026

TARPON SPRINGS WWTP TARPON SPRINGS, FL

FILTER UNDERDRAIN REPAIR KIT

PREPARED FOR

Robert Marcincuk – Wastewater Division Manager
City of Tarpon Springs, FL

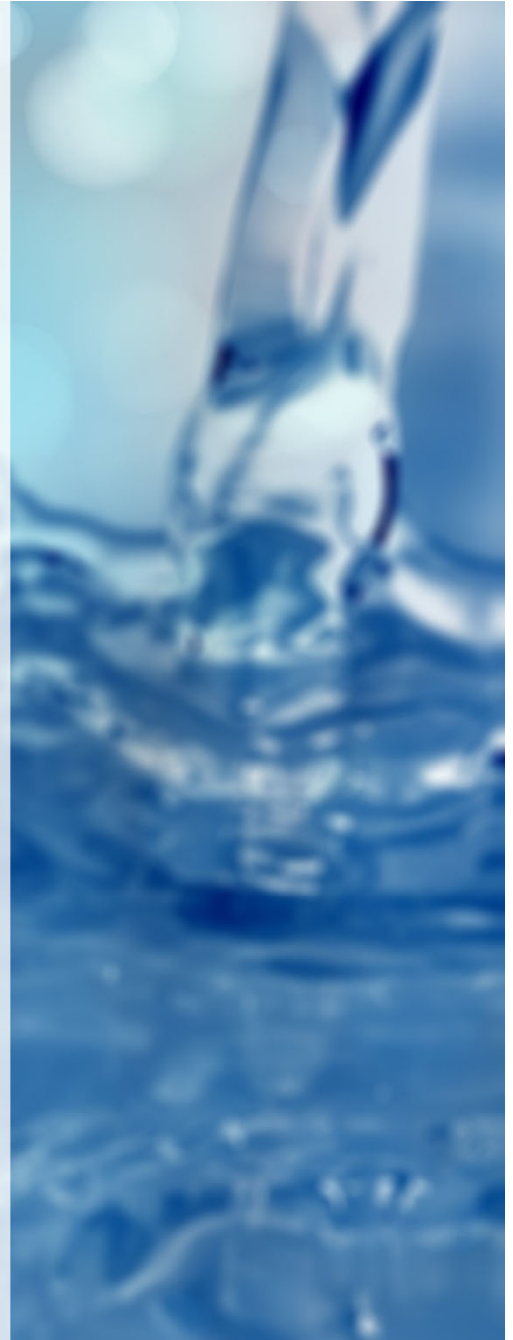
AREA REPRESENTATIVE

TSC Jacobs
Austin Moore
austin@tscjacobs.com
(813) 300-7415 c

PREPARED BY

Doug King
Phone: (801) 824-0975 c
doug.king@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583



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.

Project Summary:

Ovivo USA, LLC is pleased to offer the following price proposal to provide an Underdrain Repair Kit for the South Filter which includes component parts for twenty-five (25) filter cells. These are two (2) existing Traveling Bridge Filters: 16’-0” Wide x 54’-0” Long, Ovivo legacy equipment, serial # 23155-02 A&B, originally installed 1984 & SSW0003193-01 Underdrain Assy & Bridge Upgrades 2010.

ITEM	SPECIFICATION SECTION	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
1	N/A	Traveling Bridge Filters - Underdrain Repair Kit – Twenty-five (25) filter cells	12-14 weeks	\$150,250.00 USD

(See Ovivo drawing 1156664 Underdrain Repair for installation information)

Item 1: Underdrain Repair Kit includes: (Twenty-Five (25) Filter cells total)

- (1750) Flexkleen® filter nozzles total. (1725 plus 1% extra)
- (25) replacement underdrain media support panels – short [(1) per filter cell]
- (25) replacement underdrain media support panels – long [(1) per filter cell]
- (50) Hold down bar spacers – short, ABS, 3” Tall x 6’ -10” Long x ¼” thk. – [(2) per filter cell]
- (50) Hold down bar spacers – long, ABS, 3” Tall x 7’ -6” Long x ¼” thk. – [(2) per filter cell]
- (25) Hold down bars - short, SS, 3 ¾” Tall x 6’-10” Long x ¼” thk. – [(1) per filter cell]
- (25) Hold down bars - long, SS, 3 ¾” Tall x 7’-6” Long x ¼” thk. – [(1) per filter cell]
- (50) Hold down angle, 2” x 2” x 1’-10” L x ¼”, SS – [(2) per filter cell]
- Fasteners, Hold down bars, SS, (8 fasteners per cell + 4% extra) – (2 cells)
 - (20) HHCS ½”-13 UNC x 2 ½” L
 - (40) ½” plain wide washer
 - (20) ½”-13 hex nut
- Fasteners, Hold down bars, SS, (8 fasteners per cell + 4% extra) – (13 cells)
 - (108) HHCS ½”-13 UNC x 3 ½” L
 - (216) ½” plain wide washer
 - (108) ½”-13 hex nut
- Mechanical Anchors, Hold down angles, SS,
 - (104) ½”-13 x 5 ½” L
- (96 tubes) – Sealant, Sika Flex 1A, adhesive, 10.1 oz tube (4 cases)
- (1 qt. can) – Sealant, FRP [for holes drilled in FRP cell partitions]
- Warranty, 1 year – supplied component parts
- Engineering
- Crating & Packaging
- Freight, FOB factory, full freight allowed.
- Field Service: one (1) trip of five (5) days on site to supervise installation of underdrain repairs.

Items NOT Included (But not limited to the following items):

- Installation, erection, or demolition
- Submittals for customer approval
- Filter media of any kind
- SS support bracket & mounting hardware, mid span each filter cell, **reuse**
- SS stiffener bars & mounting hardware, **reuse**
- Influent piping, effluent launder troughs or ports
- Floating skimmer assembly components
- Rails, indexing & end stop components
- FRP partition beams
- Slide and sluice gates, and valves
- Junction boxes
- Wiring connections
- Concrete work of any kind
- Bridge assembly components of any kind
- Hood/Hood Lift assembly components of any kind
- Bridge drive motor or Hood Lift drive motor
- Removal or Disposal of existing media
- Gearbox lubricants and dissimilar metal protection
- Spare parts of any kind

DELIVERY

* Ovivo will **RELEASE** drawings and other information for fabrication within **two (2) – three (3) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Ovivo intends to ship all Products **twelve (12) – fourteen (14) weeks** after release of fabrication drawings.

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.

***** CORONAVIRUS ADVISORY *****

The coronavirus situation may cause disruptions in our normal business practices, capacity, and supply chain. Any schedule statements made by Ovivo at this time are our best estimate and subject to change. Design will begin upon order acceptance; sourcing, manufacturing and fabrication will not begin until the formal submittal package is approved by owner and/or contractor.

BUY AMERICAN REQUIREMENTS

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.

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 Purchaser's acceptance of this proposal by **March (13), 2026**, 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:

- Ninety-Five percent (95%) net cash after delivered parts to site.
- Five percent (5%) net cash after Field Service Startup services are completed.
- Credit is subject to acceptance by the Ovivo Credit Department.

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.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

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 **March 13, 2026**, not to exceed **60** 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

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

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: Doug King
Tel. #: 801-824-0975
Email: doug.king@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.

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.

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 2026 Field Service Rate Sheet



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 setoff 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 collected 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, UT 84123

Bringing water to life

Tel: 1 801 931 3000

US Municipal & Industrial FIELD SERVICE RATE SHEET

Effective January 1st, 2026

Standard (Travel)	Daily Rate (8 hour day)	\$ 1200.00
Hourly Rate (4 hour minimum)		\$ 150.00
Standard (Labor)		\$ 1200.00
Hourly Rate (4 hour minimum)		\$ 150.00
Saturday	Daily Rate (8 hour day)	\$ 1,800.00
Hourly Rate (4 hour minimum)		\$ 225.00
Sundays/Holidays ***	Daily Rate (8 hour day)	\$ 2400.00
Hourly Rate (4 hour minimum)		\$ 300.00
Overtime ***	Hourly Rate - Standard Day	\$ 225.00
Hourly Rate - Sundays & Holidays ***		\$ 300.00

*** 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. ***If a fixed Per Diem rate is required, it will be charged at \$250.00 per day (lodging and meals) with the exception of the east coast where the price will be \$300.00.***
- Use of **Ovivo USA** Fleet vehicles for travel will be charged at the rate of \$0.725 per mile.

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

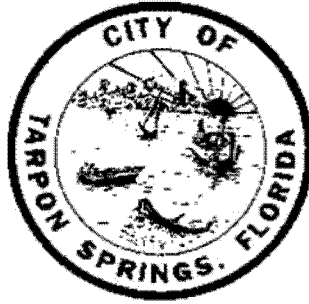
ORDER DATE

CHANGE #: 1

DATE CHG: 10/30/25

250734

No.



CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

250189-N-AS

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

24197

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			***** * * CHANGE ORDER * * ***** BLANKET - OVIVO OEM PARTS & SERVICE EFFECTIVE DATE: 06/30/25 EXPIRATION DATE: 06/29/26 NOT TO EXCEED: 247000.00 REMARKS: In accordance with File No. 250189-N-AS, Administratively approved 6/04/2025. Commodity Code: 670 100 Change Order No. 1 - Increased BPO by \$223K, from \$24,000 to \$247,000, as approved by the BOC 10/28/2025. - AS			

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 349 of 477



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: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 10/28/2025
SUBJECT: Increase File No. 250189-N-AS, Single Source Purchase of OVIVO and Eimco Water Technologies OEM Replacement Parts and Service

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

Accepted by: _____

City Manager

Attest _____

City Clerk





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-appellable 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

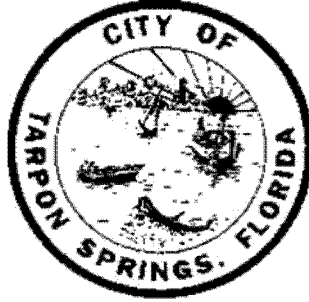
PURCHASE ORDER

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

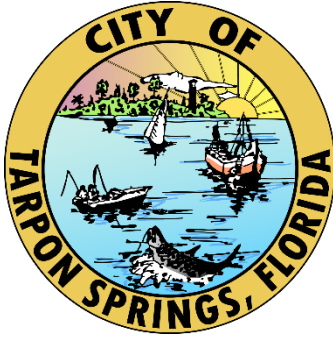
FINANCE DEPARTMENT, CITY OF TARPON SPRINGS, P.O. BOX 5004, TARPON SPRINGS, FL 34688-5004.

This Form contains an Electronic Signature

VENDOR COPY

AUTHORIZED SIGNATURE

Page 366 of 477



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.

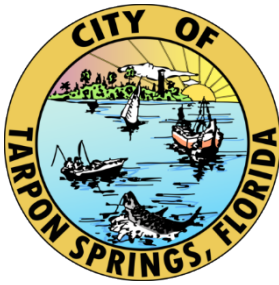
Sincerely,

Douglas King

Product Manager – USA Aftermarket Rebuilds Group

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

C: (801) 824-0975



CITY OF TARPON SPRINGS, FL

CITY MANAGER

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-3590
Fax (727) 937-8199

MEMORANDUM

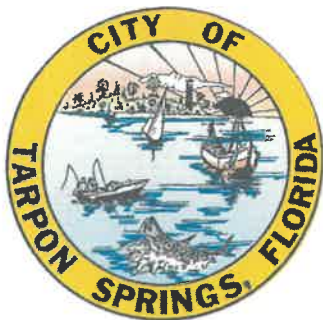
To: Mayor and Commissioners

From: Charles Rudd, City Manager

Date: 2/4/26

Subject: Appointment of Marine Commerce Committee members

Unfortunately, we have not received enough qualified applicants to fill the seats we have on the newly formed committee. Rather than keep waiting for more applications, the Commission can either go ahead and appoint as many qualified members as we have and leave the other seats to fill later or reduce the number of available seats (from 7 to 5, for example) and fill them with the qualified applicants we have.



City of Tarpon Springs, Florida

City Clerk's Office

P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614
Fax (727) 942-5619

MEMORANDUM

BOC MEETING: FEBRUARY 10, 2026

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

THROUGH: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR 

FROM: K. MICHELE MANOUSOS, CMC, DEPUTY CITY CLERK & COLLECTOR 

SUBJECT: APPOINTMENT(S) – Marine Commerce Committee

Background: The Board approved Resolution 2025-68, re-activating the Marine Commerce Committee. The Resolution calls for seven (7) members and (3) alternate members. Currently, we have five applications from city residents interested in serving on this Committee.

Board Action: AT THIS TIME APPOINT FIVE REGULAR MEMBERS AS FOLLOWS:

1. APPOINT _____, _____, AND _____ TO SERVE A THREE-YEAR TERM. THIS TERM WOULD EXPIRE FEBRUARY 10, 2029;
2. APPOINT _____ AND _____ TO SERVE A TWO-YEAR TERM. THIS TERM WOULD EXPIRE FEBRUARY 10, 2028;
3. APPOINT _____ TO SERVE A ONE-YEAR TERM. THIS TERM WOULD EXPIRE FEBRUARY 10, 2027.

When additional applications are received they will be appointed as follows:

1. One Alternate Member to serve a three-year term.
2. One Alternate Member to serve a two-year term.
3. One Regular Member and One Alternate Member to serve a one-year term.

Current Board Applicants						
9/26/25	Robert Scott Moorhead	Marine Commerce				
10/24/25	Peter Dalacos	Marine Commerce				
12/1/25	Louis Mailisand	Waterway Commission				
12/8/25	Sean William Loucas	Marine Commerce				
12/10/25	Tommy Koulouris	Marine Commerce				
2/6/26	Capt. Joyce Hannasek	Marine Commerce	Fire Pension	Sustainability		



Application for Service on a City Committee or Board

Citizens Academy Graduate: _____

NAME: ROBERT SCOTT MOORHEAD
ADDRESS: 12 VENETIAN CT TARPON SPRINGS, FL 34689
HOME PHONE: 727-410-9863 BUSINESS/CELL PHONE: N/A
DATE OF BIRTH: JUNE 18-1950 EMAIL ADDRESS: CAPTAINMOORHEAD@GMAIL.COM

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 4 1/2 YRS

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

1	<u>CARRIE ROOT</u>	<u>202-841-8841</u>
2	<u>EDDIE HOFFMAN</u>	<u>727-204-0166</u>

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: MARINE COMMERCE INTEREST LEVEL: _____
I LIVE ON THE BAYOU IN TARPON SPRINGS & HAVE HAD A 40 YEAR
CAREER IN THE MARINE INDUSTRY.

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: ☒ NO: ☐

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

PLEASE REFER TO ATTACHED RESUME.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

PLEASE REFER TO ATTACHED RESUME

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

PLEASE REFER TO ATTACHED RESUME

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

SIGNATURE:

R. J. Malin

DATE:

9-26-2025

Please return completed application to the City Clerk's Office:

Mailing Address:

OR

Physical Address:

OR

E-Mail Address:

City of Tarpon Springs

410 N. Ring Avenue

cityclerk1@ctsf.us

Attn: City Clerk's Office

P.O. Box 5004

Tarpon Springs, FL 34688-5004

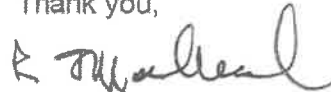
September 26, 2025

Mayor Koulianos, Vice Mayor Eisner, Commissioners Banther, DiDonato, and Koulias,

My name is Scott Moorhead and I am interested in serving on the Marine Commerce Committee. I would welcome the opportunity to give back to our city and use my knowledge gleaned from nearly 40 years in the maritime industry to assist your goals. My wife and I have lived in Tarpon Springs for 44 years and on Minetta Bayou for 36 years. Living on the water in Tarpon Springs gives me a closer perspective to see what our waterways have to offer, and what they may need. We are a community, a working waterfront, and a tourist attraction, each with specific needs and issues, but all requiring a clean, safe, and user friendly environment. I view this committee as an opportunity to identify needs and to generate ideas and solutions.

My career in the maritime industry as a captain of towing vessels, as International Safety Coordinator for Marine Towing of Tampa, and Port Captain for a marine construction company during the rebuilding the Skyway bridge is the background that is described in my attached resume. I am well acquainted with navigating the rivers, Intercoastal Waterway, the Atlantic, Gulf and the large and small ports along their coasts. This has given me a broad set of experiences and knowledge to draw on. I have been on the working side and the management side of the marine world. I would be very happy to work with our city leaders to accomplish these goals.

Thank you,

A handwritten signature in dark ink, appearing to read 'R. Scott Moorhead', written in a cursive style.

R. Scott Moorhead

RESUME

R. Scott Moorhead
Address: 12 Venetian Ct. Tarpon Springs, FL 34689
Phone: 727-410-9863
E-mail: captainmoorhead@gmail.com

2018-Current: Retired

2014-2018

Position: International Safety Coordinator at Marine Towing of Tampa

Job Description:

At Marine Towing of Tampa I was selected to move from being master on a tug to join the management team as the International Safety Management Coordinator. The Coast Guard had initiated new safety and security compliance regulations for all tugs in the U.S.. It was my job to research the requirements to make our company compliant with these new safety and security regulations and implement them within the set time frame. I developed, scheduled, and conducted the safety and security inspections of the tugs and administration including all personnel. I prepared and scheduled safety and security inspections by outside agencies including the Coast Guard and the American Bureau of Shipping and a private security auditor. It was necessary to develop a good rapport and working relationship with these agencies to gain the knowledge and resources to reach the new compliance regulations. It also required working well with the management team and with the boat crews to accomplish this goal. I was instrumental in the company being recognized as the first in the nation to be compliant with the new regulations.

1988-2014

Position: Captain: Marine Towing of Tampa 2005-2014
Captain: Hvide/Seabulk Towing in Tampa Florida 1998-2005
Captain: St. Phillips Towing in Tampa Florida 1988-1998

Job description:

I was on numerous tugs as captain holding a 1600 ton Master and Master of towing license, moving barges, assisting ships, towing oil rigs. Most involved moving barges or ship assist. These jobs ranged from Norfolk, Va to Corpus Cristi, Texas including the Atlantic, Bahamas, Gulf, Intercostal Waterway, Rivers and all ports in this area.

My responsibilities as master were the safe operation of the vessel and crew, vessel security, scheduled maintenance, overseeing all aspects of the trip plan including supplies, routing, weather, crew supervision, scheduling and interfacing with our clients when needed.

1981-1988

Position: Port Captain: Hardaway Marine Construction, Tampa 1986-1988
Position: Captain: Marine Fuel and Supply, Tampa
Position: Captain: Hardaway Marine Construction, Tampa 1984-1986
Position: Deckhand/boat operator Hardaway Marine Construction, Tampa 1981-1984

Job Description:

In these positions I gained experience with many aspects of marine construction and dredging. After the required training period I received a USCG license to operate tugs. As Captain, I was involved in moving materials to the new Skyway bridge project. When I became the Port Captain I oversaw 7 tugs, 2 crew boats, 30 material barges and their 16 Captain and crew members. I was in charge of payroll and the scheduling of these tugs/barges to move materials to the Skyway project.

1971-1981

Position: College student-AA degree with Marine Science focus
Position: Worked in retail sales and warehouse shipping and receiving
Position: Deckhand on commercial fishing vessel



Application for Service on a City Committee or Board

RECEIVED

OCT 24 2025

City Clerk's Office
City of Tarpon Springs

Citizens Academy Graduate: NO

NAME: PETER S. DALACOS

ADDRESS: 514 ASHLAND Ave

HOME PHONE: 727-942-4940 BUSINESS/CELL PHONE: _____

DATE OF BIRTH: 1954 EMAIL ADDRESS: PSDALEX@AOL.com

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 35+

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

- | | | |
|---|-------------------------|---------------------|
| 1 | <u>DEAN PRODRONITIS</u> | <u>727-916-0011</u> |
| 2 | <u>CARL WAGENFORK</u> | <u>727-403-2936</u> |

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: MARINE Commerce INTEREST LEVEL: High

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES:



NO:



EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

B.S. Biology - Tulane University - 1976

T.S. City Commission: 2004-2010

Friends of the Anclote River: President: 2012 - present

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

Having been a Commissioner & also running a non-profit focused on preserving the Anclote River, I have vast experience with meetings & also Sunshine Laws &

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

governmental Rules. You hear me speak at almost every meeting. You know I have no problem speaking in public.

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES:



NO:



IF YES, PLEASE EXPLAIN:

In order for the Anclote River to be viable - it must be healthy. I also over the years have suggested numerous commercial ideas for the

SIGNATURE:

Refeel Salas

DATE:

10/24/25

Please return completed application to the City Clerk's Office:

Mailing Address:

City of Tarpon Springs

Attn: City Clerk's Office

P.O. Box 5004

Tarpon Springs, FL 34688-5004

or

Physical Address:

410 N. Ring Avenue

or

E-Mail Address:

cityclerk1@ctsfli.us

Marine Commerce



Application for Service on a City Committee or Board



Citizens Academy Graduate: _____

NAME: Louis Mailisand
ADDRESS: 500 Harmony Ln Tarpon Springs 34689
HOME PHONE: 727-656-5038 BUSINESS/CELL PHONE: 727-937-4401
DATE OF BIRTH: 04/08/1994 EMAIL ADDRESS: louis.gmbywa@gmail.com

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 1997

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

- 1 _____
- 2 _____

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: Water Way Commision INTEREST LEVEL: High

I believe my insight and knowledge of The Anclote River & it connection to Tarpon is valuable.

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: ☒ NO: ☐

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

Graduated From Tarpon Springs
High School. I own and operate a marine railway on the Anclote
River.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

I don't have
any, but I'm open to learning.

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

I do not have any. My ability to articulate complex
thoughts in a public setting will be seen.

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

SIGNATURE:

Joan M

DATE: 11/28/25

Please return completed application to the City Clerk's Office:

Mailing Address:

OR

Physical Address:

OR

E-Mail Address:

City of Tarpon Springs

410 N. Ring Avenue

cityclerk1@ctsfl.us

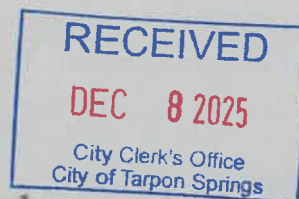
Attn: City Clerk's Office

P.O. Box 5004

Tarpon Springs, FL 34688-5004



Application for Service on a City Committee or Board



NAME: Sean William Loucas
ADDRESS: 1732 Golf View Drive Tarpon Springs Florida 34689
HOME PHONE: 727-225-2224 BUSINESS/CELL PHONE: 727-225-2224
DATE OF BIRTH: 08-02-1970 EMAIL ADDRESS: Blueauramarine@gmail.com

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 3

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

1	Mick Poppa	727482-2347
2	Scott Morris	863-944-3888

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: Marine Commerce INTEREST LEVEL: High
I work daily on Tarpon Springs' waterways and want to contribute real-world
marine experience to support safe, balanced, and productive
marine commerce for the community.

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____



ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: ☒ NO: ☐

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

I own a marine charter service in Tarpon Springs. I handle vessel operation, safety, navigation, and coordination with marinas and visitors. This provides firsthand knowledge of marine commerce and public waterway use that supports the committee's work.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

My work requires regular coordination with marina staff, customers, vendors, and regulatory partners. I participate in structured discussions, planning, and joint decision-making,

which is very similar to how a committee reviews information and makes recommendations.

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

As a charter operator, I brief groups on safety procedures, routes, weather, and environmental considerations. I explain these topics in clear terms, answer questions, and

make sure everyone understands the reasons behind operational decisions.

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

I do not see any conflict of interest. My marine charter experience enhances my ability to contribute informed, impartial insight to the Marine Commerce Committee.

SIGNATURE: *



DATE: 12/08/25

Please return completed application to the City Clerk's Office:

or

or

City of Tarpon Springs
Attn: City Clerk's Office

410 N. Ring Avenue



Arrior 25T

12/08/2025 14:16:09



Application for Service on a City Committee or Board

Citizens Academy Graduate: _____

NAME: Tommy Koulounis

ADDRESS: 906 W Bayshore dr Tarpon Springs FL

HOME PHONE: - BUSINESS/CELL PHONE: 813-476-5623

DATE OF BIRTH: 05/25/1985 EMAIL ADDRESS: Tommy.Koulounis

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only) +Koulounis@tbabrooklyn.com

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 40 years

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

1 <u>David Banther</u>	<u>727-204-7698</u>
2 <u>Loric Pappas</u>	<u>727-466-8819</u>

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: Marine Commerce committee INTEREST LEVEL: High

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: X NO: _____

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED. Have made my living in the Marine Industry For 20+ years.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE: Some

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

Some

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: _____ NO: X

IF YES, PLEASE EXPLAIN:

SIGNATURE: [Signature]

DATE: 12/10/25

Please return completed application to the City Clerk's Office:

Mailing Address:

City of Tarpon Springs
Attn: City Clerk's Office
P.O. Box 5004

or

Physical Address:

410 N. Ring Avenue

or

E-Mail Address:

cityclerk1@ctsfj.us

Tarpon Springs, FL 34688-5004



Application for Service on a City Committee or Board



Citizens Academy Graduate: _____

NAME: Capt. Joyce Hannaseck
ADDRESS: 445 Riverside dr, Tarpon Springs, FL
HOME PHONE: 727-424-3288 BUSINESS/CELL PHONE: 727-934-3483
DATE OF BIRTH: 10/8/1963 EMAIL ADDRESS: Capt. Joyce2023@gmail.com
DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 23

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

- 1 Mike Kousskoutis 727-647-6090
- 2 Vicki McClane 727-244-9325

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: Marine INTEREST LEVEL: High
Commerce Committee

2 BOARD: Firefighters Pension INTEREST LEVEL: Med

3 BOARD: Sustainability INTEREST LEVEL: Med

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: ☒ NO: ☐

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

I Am A Longtime Business Owner in Tarpon (1996 - Current) ALSO A 100 Ton Master Captain And A Master Scuba Diver Trainer with PADI. I have been a Instructor Since 1989.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

I Was a past BOARD of Director w/ Tarpon Chamber

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

As a Scuba Instructor I Can articulate well in all circumstances

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

SIGNATURE:

Capt. Joyce Hamaseck

DATE:

1/31/2006

Please return completed application to the City Clerk's Office:

Mailing Address:

City of Tarpon Springs

Attn: City Clerk's Office

P.O. Box 5004

Tarpon Springs, FL 34688-5004

OF

Physical Address:

410 N. Ring Avenue

OF

E-Mail Address:

cityclerk1@ctsfl.us

RESOLUTION NO. 2025-68

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RE-ESTABLISHING THE MARINE COMMERCE COMMITTEE; PROVIDING FOR MEMBERSHIP; PROVIDING FOR TERMS OF OFFICE; PROVIDING FOR DUTIES; PROVIDING FOR RULES OF PROCEDURE; PROVIDING FOR REPORTING RESPONSIBILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 8 of the City Charter authorizes the Board of Commissioners to appoint various boards and committees; and

WHEREAS, the Board of Commissioners at its regular meeting of Sept. 9, 2025, discussed re-establishing the Marine Commerce Committee that was established in 2016 with a goal of soliciting recommendations regarding the dredging of the Anclote River Federal Channel; and

WHEREAS, the Marine Commerce Committee ceased meeting in 2017 upon reaching its goals; and

WHEREAS, the City Charter Article II Section 8 (q) outlines responsibilities to improve and maintain the navigation of the Anclote River and city bayous; and

WHEREAS, The Tarpon Springs Code of Ordinances Chapter 5 outlines general authority over waterways; and

WHEREAS, the Board of Commissioners desires to re-establish a committee to ensure the working waterfront and waterways are protected and maintained as outlined in the City Charter and Code of Ordinances.

NOW, THEREFORE, be it resolved by the City Commission of the City of Tarpon Springs, Florida, that:

Section 1: Created: There is hereby re-established a Marine Commerce Committee.

Section 2: Number of members: composition: The Board of Commissioners shall initially appoint seven (7) regular members and three (3) alternate members of the Marine Commerce Committee.

Section 3: Appointment and terms of members:

- a) The Board of Commissioners shall designate two regular members and one alternate member to serve a one-year term, two regular members and one alternate member to serve a two-year term, and three regular members and one alternate to serve a three-year term. Committee members shall serve without compensation.
- b) Following the initial appointment of members of the Committee, the Board of Commissioners shall annually appoint people to fill the positions of members whose terms have expired. Members of the Committee appointed shall serve three-year terms.
- c) Members of the Marine Commerce Committee serve at the pleasure of the Board of Commissioners and may be removed from the Committee by the Board of Commissioners for any reason.
- d) If the position of a member becomes vacant for any reason, the Board of Commissioners shall appoint another person to serve the unexpired term of vacated position.
- e) No member shall serve more than a total of six (6) years.

Section 4: Qualifications for members:

- a. Whenever possible the Board of Commissioners shall appoint members to the Marine Commerce Committee who are knowledgeable in waterways and have demonstrated expertise, training, education, interest, or experience in fields related to local marine fishery, maritime industry, and environmental health and safety.
- b. Members must meet the eligibility requirements of Section 8 of the City Charter, including being a resident of the City and adhering to Sunshine Laws which prohibit communication between members outside of publicly advertised committee meetings.
- c. City employees, elected City officials, members of other City Advisory Boards or Committees and appointed City officers may not serve as members of the Marine Commerce Committee, as provided by the City Charter.

Section 5: Duties of the Marine Commerce Committee: The Marine Commerce Committee will follow the City Charter and Code of Ordinances provisions and provide recommendations for waterway issues including, but not limited, to:

- 1. Maintaining and dredging of the Anclote River Federal Channel, turning basin, outer cuts, or any portion thereof,
- 2. Maintaining a safe navigational depth of the Anclote River and its estuaries and city bayous for commercial fishing operations and recreational boating access,
- 3. Ensuring a bathymetric survey is done at least every five years, and a navigational chart of the local channels is maintained,
- 4. Recommending marine safety measures, including idle, no-wake or slow speed zones, and
- 5. Recommending environmental resource protection measures.

Section 6: Duties of the City Manager: It is the desire of the Board of Commissioners that the Marine Commerce Committee be empowered and enabled to provide meaningful and practical advice and recommendations regarding waterway matters.

- a) The City Manager or his/her designate is directed to provide such information, guidance, and assistance to the Marine Commerce Committee as is necessary for the Committee to accomplish its duties in accordance with Board of Commissioners' direction.
- b) The City Manager or his/her designate shall act as liaison between the Board of Commissioners and the Committee.

Section 7: Election of officers; meetings:

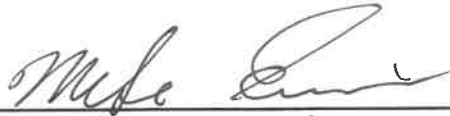
- a. The Marine Commerce Committee shall annually select a chairperson and a vice-chairperson.
- b. The Committee shall meet quarterly and at such times and such places as requested by the City Manager or his or her designate, after consultation with the Committee, as may be necessary to accomplish the Committee's duties.
- c. Alternate members of the Committee, by order of seniority of appointment, shall sit in place of absent regular members of the Committee at meetings of the Committee.
- d. Alternate members of the Committee, unless they are sitting in place of an absent member, shall not vote on any matter, but may speak on any matter before the Committee.
- e. A quorum for the conduct of business shall be not less than four (4) regular and alternate members of the Committee
- f. A majority of the voting members of the Committee present at a meeting shall be necessary to make any determination required by the Committee.
- g. Meetings of the Committee shall be open to the public, and minutes shall be kept. A public record of the Committee's minutes and resolutions shall be maintained and made available for inspection by the public.

Section 8. Robert's Rules of Order: Robert's Rules of Order, newly revised, shall generally be used for procedural rules in the absence of the adoption of alternative procedures.

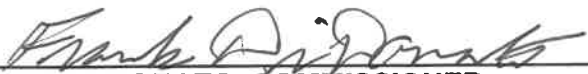
Section 9: Effective Date: This resolution shall become effective upon passage and adoption.

PASSED and ADOPTED this 9th day of December, 2025.


JOHN KOULIANOS, MAYOR


MIKE EISNER, VICE MAYOR


PANAGIOTIS KOULIAS, COMMISSIONER


FRANK DiDONATO, COMMISSIONER


DAVID BANTHER, COMMISSIONER

MOTION BY: COMMISSIONER BANTHER

SECOND BY: COMMISSIONER KOULIAS

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

APPROVED AS TO FORM:


ANDREW SALZMAN
CITY ATTORNEY



City of Tarpon Springs, Florida

Office of the City Clerk & Collector

P.O. Box 5004

Tarpon Springs, Florida 34688-5004

410 North Ring Avenue

(727) 942-5614

Fax (727) 942-5619

UPDATED

MEMORANDUM

BOC MEETING: FEBRUARY 10, 2026

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

THROUGH: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR

FROM: K. MICHELE MANOUSOS, CMC, DEPUTY CITY CLERK & COLLECTOR

SUBJECT: APPOINTMENT(S) – Heritage Preservation Board

Background: There is a vacancy on the Board due to the resignation of William Sprecher, a regular member

BOARD ACTION: TO APPOINT _____, FILL THE UNEXPIRED TERM OF WILLIAM SPRECHER, THIS TERM WILL EXPIRE 05/31/2029.

***Please select from the list below:**

Current Board Applicants						
Applicant's Choice of Board						
Application	Name	1st Choice	2nd Choice	3rd Choice	4th choice	CITIZENS ACADEMY
1/26/26	Cyndi Tarapani	Heritage Preservation				
2/10/26	Anita Protos	Heritage Preservation				

HERITAGE PRESERVATION BOARD: 4 Year Term

NAME	TERM	Appointed by BOC	TERM DATE	CONTACT INFORMATION
William Sprecher	4	5/28/2025	5/31/2029	405 W. Lemon Street
(Resigned)	3	4/26/2022	5/31/2025	H: 904-982-1191
	2	11/5/2019	5/31/2020	sprech7@gmail.com
	Alt. 1	5/28/2019	11/5/2019	
Rita Kaplan	2*	5/28/2025	5/31/2026	725 Bayside Drive
<i>*filled unexpired term of J. Dinoff</i>	Alternate	4/26/2022	5/28/2025	H: 727-207-7708
				ritakap47@gmail.com
Kathleen Hallett	2	10/31/2023	5/31/2027	305 Bay Street
	1	5/28/2019	5/31/2023	H: 727-580-6320
				Kathie.hallett@gmail.com
Hector Cadena	1	5/28/2025	5/31/2029	758 Lighthouse Drive
				H: 727-938-2592
				C: 516-701-4522
				torfaca@gmail.com
Philip Mrozinski	2	4/26/2022	5/31/2026	227 Bath Street
	Alternate	2/25/2020	4/26/2022	C: 608-341-7953
				pjmrozinski@mac.com
VACANT	Alternate		5/31/2026	

Updated: 05.28.2025



Application for Service on a City Committee or Board

Citizens Academy Graduate: _____

NAME: Cynthia H. Tarapani

ADDRESS: 22 N. Spring Boulevard, Tarpon Springs, Florida

HOME PHONE: _____ BUSINESS/CELL PHONE: 727-642-2030

DATE OF BIRTH: July 6, 1958 EMAIL ADDRESS: jctarapani22@gmail.com

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 25 years

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

- | | | |
|---|------------------------|---------------------|
| 1 | <u>David Banther</u> | <u>727-204-7698</u> |
| 2 | <u>Louis L. Pappas</u> | <u>727-224-3521</u> |

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: Heritage Preservation INTEREST LEVEL: Highest

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: ☒ NO: ☐

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

I am a professional land use/ urban planner with a specialty in historic preservation for over 40 years. Please see attached resume for specific projects.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE: For the City,

~~I have served twice on the Heritage Preservation Board and on the Planning & Redevelopment Focus Group for the Special Area Plan. In my professional career, I have served on many committees and led committees on a variety of types of planning and preservation projects. Please see attached resume for more details.~~

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

~~Throughout my 44 year career as a professional planner, I have represented clients and governments in public forums and have a strong communication skills and am a good listener. Please see attached resume for details.~~

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

SIGNATURE:

Cynthia Mason

DATE:

29 January 2016

Please return completed application to the City Clerk's Office:

Mailing Address:

or

Physical Address:

or

E-Mail Address:

City of Tarpon Springs

410 N. Ring Avenue

cityclerk1@ctsfl.us

Attn: City Clerk's Office

P.O. Box 5004

Tarpon Springs, FL 34688-5004

CYNTHIA HARDIN TARAPANI
TARAPANI PLANNING STRATEGIES, LLC
128 EAST TARPON AVENUE
TARPON SPRINGS, FLORIDA 34689
c.tarapani@tarapaniplanning.com
727-642-2030

SUMMARY OF EXPERIENCE

Ms. Tarapani is a professional planner with over forty-one years of experience in the planning field, serving both public and private clients in Florida. Currently, Ms. Tarapani is the owner of Tarapani Planning Strategies, LLC providing planning services to private and public sector clients. Ms. Tarapani's experience in the public arena includes senior management positions for the Cities of Clearwater and Tampa. In the private sector, she has served as a partner in a planning firm, a planner with a land use law firm, and Vice President for Planning in a multi-disciplinary engineering consulting firm. Ms. Tarapani also served as the Executive Director of the Florida Trust for Historic Preservation, a 2,000-member statewide non-profit preservation advocacy association.

Ms. Tarapani has outstanding presentation and negotiation skills and is an experienced facilitator for a variety of organization types and functions. As a lifelong Floridian whose entire career has been in Florida, Ms. Tarapani is especially knowledgeable about Florida's Growth Management Law, related state laws and Florida's history in the planning and development regulation field. Additionally, Ms. Tarapani is highly qualified in and has concentrated her career in the following planning areas:

Comprehensive Planning- Future Land Use Plan Amendments, Special Area, Sector, Neighborhood and Corridor Planning

Historic Preservation- historic preservation planning, development of local ordinances and design guidelines.

Zoning and Land Development Regulation-creation, administration and implementation, staff training and integration with the community's Comprehensive Plan.

Project Approvals for Development Clients-including Developments of Regional Impact, Comprehensive Plan Amendments, Rezoning Applications, Site Plan Development, Development Agreements.

Land Use Litigation and Eminent Domain-site analysis, client representation and expert witness testimony in court. Ms. Tarapani is certified as an expert witness in the fields of Urban and Regional Planning and Historic Preservation by the Cities of Clearwater, Belleair and Tampa, in Hernando, Hillsborough, Pasco and Pinellas Counties; and by the Circuit Courts of Hernando, Hillsborough, Pasco and Pinellas.

EDUCATION

Master of Science in Urban and Regional Planning, 1992

Florida State University, Tallahassee, Florida

Thesis: *The Relationship between Historic District Designation and Gentrification: A Case Study of Tampa, Florida*

Sole Recipient for Class of 1992 of the Department's McClure Award for Academic Achievement.

Bachelor of Arts in Political Science, 1981

Clemson University, Clemson, South Carolina

Member, Clemson Chapter Blue Key

PLANNING & HISTORIC PRESERVATION ACTIVITIES AND AFFILIATIONS

Tarpon Springs Heritage Preservation Board, September 2006 to March, 2011, and October 2017 to 2019. Chairman, April 2018 to 2019. Appointed by Tarpon Springs Board of Commissioners.

Tarpon Springs Area Historical Society, Member of the Board of Directors, September, 2005 to January, 2017. President of the Board of Directors 2012-2016. Member of Jitney Restoration Fundraising Committee.

Pinellas County Historic Preservation Advisory Board, February, 2008 to December, 2016.

Appointed by the Pinellas County Board of County Commissioners to original Advisory Board responsible for County-wide preservation policy and review of Certificates of Appropriateness for Landmark sites and Districts in Pinellas County.

Pinellas County Historic Preservation Task Force, August, 2005 to February, 2008.

Founding member of Task Force appointed by Board of County Commissioners to identify changes in County policy to support historic preservation, and develop Task Force Report with recommended new and revised policies.

Central Florida Regional Citizens Advisory Board to the Division of Historical Resources, Department of State, Member appointed by Florida Secretary of State Kurt Browning in September, 2007. Board dissolved for financial reasons during 2008 Florida Legislative Session.

Florida's National Register Review Board

Member, 1994-1997. Vice Chairman, 1996-1997. Appointed by the Secretary of State.

Florida Trust for Historic Preservation, Inc.

Executive Director, 1992-1995

Program Chairman for 1998 State Conference, Tampa.

Statewide Co-Chairman for 2002 State Conference, St. Petersburg.

Florida's National Register Review Board

Member, 1994-1997. Vice Chairman, 1996-1997. Appointed by the Secretary of State.

Tampa Preservation, Inc., 1996-2000

Board Member. Revolving Fund Committee Member. Newsletter Editor.

Florida Chapter of the American Planning Association

Awards Program Chairman, 1991 and 1992. Awards Program Juror, 1990.
Program Chairman, 1988 Annual State Conference, St. Petersburg.

Suncoast Section of the American Planning Association

Chairman, 1992. Vice Chairman, 1991.
Secretary, 1990. Awards Program Chairman, 1989-1990.

Leadership Hillsborough, 1997

Member and Fundraising Chairman for the Class of 1997.

HISTORIC PRESERVATION PROJECTS**Clearwater Downtown Design Guidelines, Clearwater, Florida**

As Planning Director, served as Project Manager and Co-Author for the creation of comprehensive design guidelines for six subdistricts addressing new construction, renovation, historic buildings, sites and landscape improvements. Approved by the Clearwater City Council in 2005.

Hyde Park Historic District Designation and Design Guidelines, Tampa, Florida

As Assistant Manager of Land Development Coordination Division, served as Project Manager for the development of the Hyde Park Historic District and Design Guidelines to guide renovation and new construction in the District. Approved by the Tampa City Council in 1988.

Historic Preservation Ordinance, Tampa, Florida

As Assistant Manager of Land Development Coordination Division, served as Project Manager for Tampa's first city-wide Historic Preservation Ordinance. Approved by the Tampa City Council in 1987.

Ybor City Zoning Code and Design Guidelines, Tampa, Florida

As Assistant Manager of Land Development Coordination Division, served as Project Manager for creation of new zoning district for Ybor City Historic District including subdistricts and Design Guidelines for both commercial and residential structures. Approved by the City of Tampa City Council in 1986. Project received a 1986 Award of Excellence from the Suncoast Chapter of the American Planning Association.

RECEIVED

FEB 10 2025

City Clerk's Office
City of Tarpon Springs



Application for Service on a City Committee or Board

Citizens Academy Graduate: NO

NAME: Anita E Protos

ADDRESS: 901 Bayshore Dr.

HOME PHONE: 727-580-3048 BUSINESS/CELL PHONE: _____

DATE OF BIRTH: 4-29-42 EMAIL ADDRESS: [signature]

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES: ☒ NO: _____

HOW LONG HAVE YOU BEEN A CITY RESIDENT? _____

LIST PERSONAL REFERENCES: Everyone TELEPHONE NUMBERS:
1 Heritage Preservation Board
2 _____

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: Heritage Preservation Board INTEREST LEVEL: _____

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: ☒ NO: ☐

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

Former Mayor
" Commissioner
Served on P&Z Board.
Chairman of New Report, Silver Service

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

All of the Above

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

Making Sound Decisions.
Noting Facts And Presentation of Issues

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

SIGNATURE:

Anta E. Protor

DATE:

2-10-26

Please return completed application to the City Clerk's Office:

Mailing Address:

City of Tarpon Springs
Attn: City Clerk's Office
P.O. Box 5004
Tarpon Springs, FL 34688-5004

or

Physical Address:

410 N. Ring Avenue

or

E-Mail Address:

cityclerk1@ctsfl.us



City of Tarpon Springs, Florida

Office of the City Clerk & Collector

P.O. Box 5004

Tarpon Springs, Florida 34688-5004

410 North Ring Avenue

(727) 942-5614

Fax (727) 942-5619

MEMORANDUM

BOC MEETING: FEBRUARY 10, 2026

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

THROUGH: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR

FROM: K. MICHELE MANOUSOS, CMC, DEPUTY CITY CLERK & COLLECTOR

SUBJECT: APPOINTMENT(S) – Budget Advisory Committee

Background: This office has been notified that Don Bergemann has resigned from this Committee.

The following Board action is requested:

TO APPOINT _____, TO FILL THE UNEXPIRED TERM OF DON BERGEMANN, THIS TERM WILL EXPIRE 03/17/2026.

**Please select from the list below;*

Current Board Applicants						
Applicant's Choice of Board						
Application	Name	1st Choice	2nd Choice	3rd Choice	4th choice	ACADEMY Attendee
10/14/25	Scott Morris	Planning & Zoning	Budget Advisory	CRA		Yes

Budget Advisory Committee				
Resolution 2009-07				
Members		Term	Term Date	Contact Info
Michael Samarkos		1	3/17/2028	1249 N. Florida Avenue C: 727-432-2980 mikespharmd@gmail.com
Cassie Hull		2	3/17/2026	1238 N. Florida Avenue C: 727-742-3096 cchfl86@gmail.com
Susan Hales		1	3/17/2026	628 Kenneth Way C: 205-585-8889 susan26385@yahoo.com
Don Bergemann <i>Resigned</i>		2	3/17/2026	214 Hollow Oak Ct. C: 727-365-3564 donaldbergemann@gmail.com
Debbie McKinney		1	3/17/2028	1021 Rosetree Lane H: 727-804-2994 debmck2@live.com
VACANT	Alternate #1			
VACANT	Alternate #2			

Updated:05/15/2025

Michele Manousos

From: Don Bergemann <donaldbergemann@gmail.com>
Sent: Friday, December 5, 2025 1:18 PM
To: Michele Manousos
Subject: Reignation

External sender <donaldbergemann@gmail.com>

Make sure you trust this sender before taking any actions.

Michelle,

I had indicated last March that I would drop the Budget Advisory this coming March. Unfortunately, due to a significant health issue, I need to drop off at this time. Sorry.

Donald Bergemann, RPh, MBA

Don Bergemann
727-365-3564



Application for Service on a City Committee or Board

Citizens Academy Graduate: Yes

NAME: Scott Morris

ADDRESS: 549 E Center St., Tarpon Springs, FL 34689

HOME PHONE: N/A BUSINESS/CELL PHONE: 727-238-5366

DATE OF BIRTH: 02/08/1978 EMAIL ADDRESS: srmorris78@gmail.com

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 1979

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

1 Nioti Koulianos 727-249-4037

2 Peter Koulias 727-421-3499

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: Planning & Zoning INTEREST LEVEL: High

As a lifelong Tarpon resident and REALTOR®, I'm passionate about protecting our community's character while supporting responsible growth that benefits residents, honors our history, and ensures a vibrant future for generations to come.

2 BOARD: Budget Advisory Committee INTEREST LEVEL: High

As a longtime Tarpon resident with business and leadership experience, I want to help ensure smart, transparent financial planning that supports our city's strategic goals while protecting resources and delivering value to the community we all love.

3 BOARD: Community Redevelopment Agency INTEREST LEVEL: High

I want to help revitalize and preserve the unique character of Tarpon Springs by supporting thoughtful redevelopment, economic growth, and strategic improvements that enhance quality of life for residents and ensure long-term community success.

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: ☒ NO: ☐

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

With a Master's in Human Development, decades of leadership experience, and a ~~top-producing real estate career rooted in Tarpon Springs~~, I bring strategic insight, financial acumen, and deep community knowledge to support smart growth, budgeting, and redevelopment initiatives.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

I've led and collaborated within diverse committee structures, planning major national events with Cortland, serving on the Gulf Coast Fisheries Council's MREP Planning Board, and holding leadership roles—Treasurer and President—of the Suncoast Seals, a long-standing nonprofit competitive spearfishing organization.

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

The best way to articulate a complex thought in a public forum is to simplify without dumbing down—start with a clear headline, break it into digestible parts, and connect it to real-world impact. Speak with purpose, avoid jargon, and invite clarity through examples, always keeping your audience's perspective and understanding at the forefront.

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

The only property within Tarpon Springs I own is my home. I don't see a conflict that would keep me from being objective.

SIGNATURE:



DATE:

10/14/2025

Please return completed application to the City Clerk's Office:

Mailing Address:

or

Physical Address:

or

E-Mail Address:

City of Tarpon Springs

410 N. Ring Avenue

cityclerk1@ctsfl.us

Attn: City Clerk's Office

P.O. Box 5004

Tarpon Springs, FL 34688-5004

From: Rachael Cappolla <RCappolla@psta.net>
Sent: Thursday, January 22, 2026 2:11 PM
To: John Koulianos <jkoulianos@ctsfl.us>
Cc: Charles Rudd <Charlesrudd@ctsfl.us>; Irene Jacobs <ijacobs@ctsfl.us>
Subject: Appointment to the PSTA Board

Good afternoon:

As you know, Tarpon Springs, Oldsmar, and Safety Harbor have an agreement to appoint a council member to the PSTA Board on a rotating basis every three years. The current City in rotation is Oldsmar. The appointee has resigned and there is no one interested in serving the remainder of their term. Tarpon Springs is next in the rotation.

Our CEO, Brad Miller, was hoping to meet with the Mayor or City Manager (or both) to discuss your City appointing someone to the Board.

If you could let me know who should meet with him and who I should coordinate with, I would greatly appreciate it. Thank you.

Thanks,

Rachael Cappolla, CAP, FCRM
Executive Assistant to the CEO & PSTA's Records Manager
Pinellas Suncoast Transit Authority
St. Petersburg, Florida
☎ 727.540.1806



PSTA is Subject to the Florida Public Records laws. All information contained in an email sent to a PSTA employee or official, unless specifically exempt from disclosure by law, is subject to disclosure. If you do not want your email address or other information contained in your email released in response to a public records request, please do not send electronic mail to a PSTA employee or official. WARNING! Fraud and email hacking/phishing attacks are on the increase. PSTA never gives out banking information to anyone via email or text message. If you receive such an email, DO NOT RESPOND TO THE EMAIL and only contact PSTA employees using the previously known contact information and NOT information provided in the email.

Tip: Add [\[Encrypt\]](#) or [\[Secure\]](#) in the subject line to send securely outside the organization.



PSTA Board Meetings 2026

JANUARY 28

FEBRUARY 25

MARCH 25

APRIL 29

MAY 27

JUNE 24

JULY 29

AUGUST 26

SEPTEMBER 23 – 6 p.m.

OCTOBER 28

DECEMBER 9

Board meetings begin at 9:00 AM (except for Sept) and are held at PSTA Headquarters, 3201 Scherer Drive, St. Petersburg, FL 33716

***Note: meetings are subject to change**



Memorandum

Date: February 10, 2026
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: Discussion and Direction on Food Trucks (**Charles Rudd City Manager, Renea Vincent Planning & Zoning Director, Vice Mayor Mike Eisner**)

Recommendation

Discuss potential amendment(s) to the Mobile Food Truck ordinance and provide direction to staff.

Background

The City's current food truck ordinance allows mobile food trucks to establish operations in various non-residentially zoned areas of the City with specific operating conditions which must be followed. The code has been incrementally updated since its original inception in 2020.

Funding

N/A

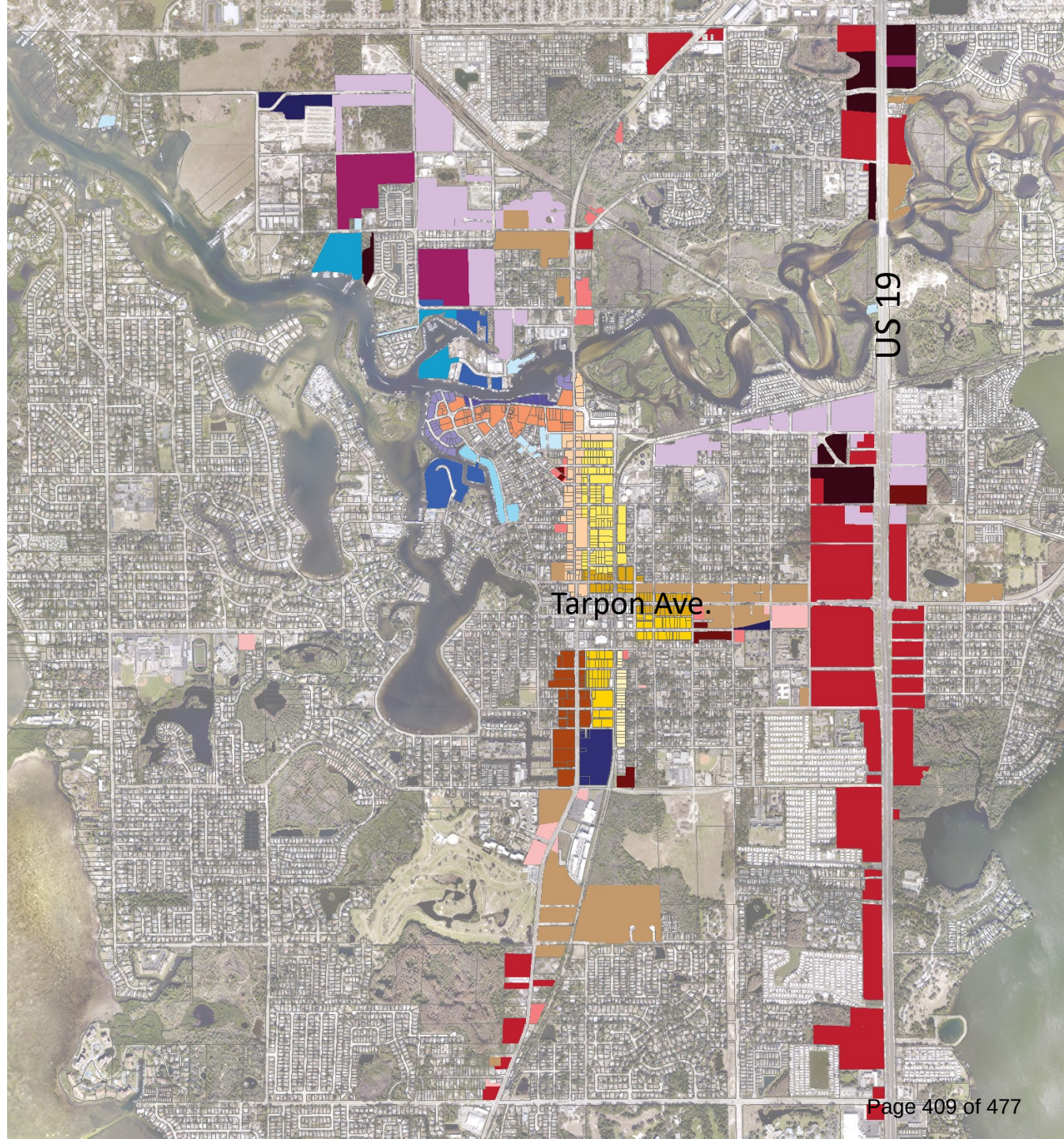
Strategic Plan Objective

n/a

Mobile Food Dispensing Vehicles: Overview

- Applicable under Section 56.05 and F.S. 509.102
- Accessory use to legally established brick-and-mortar businesses
- Allowed in specific zoning districts: RO, NB, GB, HB, IB, CPD, IPD, IR, IH, WD I, WD I-A, WD I-B, WD II
- Permitted in designated Character Districts and Transect Zones

**Areas
where
mobile
food
trucks are
permitted
to operate
on a daily
basis**



Operating Criteria

- Key requirements for operation
- Hours: 7:00 a.m. – 10:00 p.m. (unless special event)
- Must use battery or dedicated electric service
- No operation on public rights-of-way or city property
- No obstruction of traffic or pedestrian flow
- Alcohol dispensing prohibited
- Max two vehicles per parcel; permanent bathrooms required

FOR DISCUSSION

- Section 56.05 does not allow mobile food trucks to be stored overnight unless otherwise allowed by zoning district and through an approved site plan
 - Do we want to allow food trucks to be stored overnight on the host site?
 - Conditions and approval process?

§ 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, TSd
Downtown	T4a, TSd,
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 vehicle 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 DBR 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 vehicle. 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; Ord. No. 2025-01, § 1(Exh. A), 4-22-25)

§ 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)



Memorandum

Date: February 10, 2026
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Resolution 2026-04;** Conditional Use Approval for Tourist Home at 200 Grand Boulevard (Application 25-92)(**Quasi-Judicial**) (**Renea Vincent Planning & Zoning Director**)

Recommendation

Staff recommends **approval of Resolution 2026-04** with the following conditions:

1. The property shall remain a single-family residence rented as a single living unit.
2. Maximum occupancy shall be no more than 6 people.
3. All guest parking shall be accommodated within the driveway and concrete parking pad and is not permitted on the front lawn or street. Parking is restricted to a maximum of four (4) vehicles at any one time.
4. Quiet hours shall be observed between 10:00 P.M. and 8:00 A.M. daily.
5. The property owner or designee (hereafter, "responsible party") shall be available in a timely manner to respond to inspections, complaints, or other problems related to the tourist home use of the property. The duties of the responsible party include:
 - a. Be available by telephone at the posted phone number to handle any issues arising from the tourist home use,
 - b. If necessary, be willing and able to come to the tourist home following notification from an occupant, owner, law enforcement, or city official to address issues related to the tourist home use,
 - c. Be authorized to receive service of any legal notice on behalf of the owner for any violations of City laws, ordinances, or the terms on this conditional use,
 - d. Otherwise regularly monitor the tourist home property to assure compliance with City laws, ordinances, and the terms of this conditional use.
6. The property owner must provide an affidavit that the following has been posted on the back of, or next to, the main entrance door, or, on the refrigerator at the tourist home property:
 - a. The name, address and phone number of the tourist home responsible party,
 - b. The maximum allowable occupancy of the tourist home in accordance with the terms of this conditional use,
 - c. The maximum number of vehicles that can be parked in the designated parking areas of the tourist home in accordance with the terms of this conditional use,
 - d. The noise standard in accordance with the terms of this conditional use,
 - e. The days of trash pickup and recycling, and,
 - f. The location of the nearest hospital.
7. The applicant shall obtain and maintain a City of Tarpon Springs business tax receipt for the use. At the time of application, the applicant shall provide the contact information for the "responsible party" as listed in Condition #5 above and shall provide an affidavit attesting to compliance of the tourist home with Condition #6 above. If the tax receipt lapses for a period of more than six (6) months, a new review of the conditional use will be required.
8. The property shall be inspected by the Fire Marshal to verify fire safety commitments of the applicant prior to the issuance of a Local Business Tax Receipt.

Background

The applicant is seeking conditional use approval to operate a tourist home (short-term rental) use at 200 Grand Boulevard. The subject property is occupied by a single family detached dwelling that is not located within 1,200 feet of a pre-existing approved tourist home (Special Area Plan short-term rentals not included). The property conforms to the current required dimensional criteria for the Residential Multifamily (RM) zoning district and can accommodate the required parking on site. This is a contributing property in the City's National and Local Historic Districts.



Planning and Zoning Board Recommendation

The Planning and Zoning Board reviewed this item at their January 26, 2026 meeting with six board members present. The Board voted unanimously to recommend approval of the application with staff conditions and one additional condition:

The property shall be inspected by the Fire Marshal to verify fire safety commitments of the applicant prior to the issuance of a Local Business Tax Receipt.

One member of the public spoke in support of the application.

Funding

Not applicable.

Strategic Plan Objective

Not applicable.



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[JANUARY 26, 2026 / FEBRUARY 10, 2026]

STAFF REPORT

Application No. / Project Title: #25-92 (Stanley)
Staff: Patricia L. McNeese, AICP, Planning Supervisor
Applicant / Owner: Ashley Stanley
Property Size: +/- 10,938 square feet (0.25 acres)
Current Zoning: RM (Residential Multi-Family)
Current Land Use: RM (Residential Medium)
Location / Parcel ID: 200 Grand Boulevard / 12-27-15-89802-000-0150
Resolution Number: 2026-04

BACKGROUND SUMMARY:

The applicant is seeking conditional use approval to operate a tourist home (short-term rental) use at 200 Grand Boulevard. The Land Development Code (LDC) Section 241.00(A)(213) defines a 'tourist home' as follows:

"A single family detached dwelling where the primary use is to **provide temporary lodging accommodations** for compensation to transient residents, especially motor tourists or travelers. A "transient resident" shall mean a visitor to the community who does not use the dwelling as a principal residence, who is neither gainfully employed in the community nor a student currently enrolled in a school located in the community or who resides in the dwelling for **six weeks or less**. The term "tourist home" shall not include a hotel/motel, lodging facilities, or boarding homes. Tourist homes **shall not be located within 1,200 feet of a pre-existing tourist home**. The locational standard shall be measured from the nearest property line of the existing home to the nearest property line of the proposed home."

The subject property is occupied by a single family detached dwelling that is not located within 1,200 feet of a pre-existing approved tourist home (Special Area Plan short-term rentals not included). The property conforms to the current required dimensional criteria for the Residential Multifamily (RM) zoning district and can accommodate the required parking on site. This is a contributing property in the City's National and Local Historic Districts.

PRELIMINARY STAFF RECOMMENDATION:

Staff recommends **approval of Resolution 2026-04** with the following conditions:

1. The property shall remain a single-family residence rented as a single living unit.
2. Maximum occupancy shall be no more than 6 people.
3. All guest parking shall be accommodated within the driveway and concrete parking pad and is not permitted on the front lawn or street. Parking is restricted to a maximum of four (4) vehicles at any one time.
4. Quiet hours shall be observed between 10:00 P.M. and 8:00 A.M. daily.



5. The property owner or designee (hereafter, “responsible party”) shall be available in a timely manner to respond to inspections, complaints, or other problems related to the tourist home use of the property. The duties of the responsible party include:
 - a. Be available by telephone at the posted phone number to handle any issues arising from the tourist home use,
 - b. If necessary, be willing and able to come to the tourist home following notification from an occupant, owner, law enforcement, or city official to address issues related to the tourist home use,
 - c. Be authorized to receive service of any legal notice on behalf of the owner for any violations of City laws, ordinances, or the terms on this conditional use,
 - d. Otherwise regularly monitor the tourist home property to assure compliance with City laws, ordinances, and the terms of this conditional use.
6. The property owner must provide an affidavit that the following has been posted on the back of, or next to, the main entrance door, or, on the refrigerator at the tourist home property:
 - a. The name, address and phone number of the tourist home responsible party,
 - b. The maximum allowable occupancy of the tourist home in accordance with the terms of this conditional use,
 - c. The maximum number of vehicles that can be parked in the designated parking areas of the tourist home in accordance with the terms of this conditional use,
 - d. The noise standard in accordance with the terms of this conditional use,
 - e. The days of trash pickup and recycling, and,
 - f. The location of the nearest hospital.
7. The applicant shall obtain and maintain a City of Tarpon Springs business tax receipt for the use. At the time of application, the applicant shall provide the contact information for the “responsible party” as listed in Condition #5 above and shall provide an affidavit attesting to compliance of the tourist home with Condition #6 above. If the tax receipt lapses for a period of more than six (6) months, a new review of the conditional use will be required.

CURRENT PROPERTY INFORMATION:

Use of Property:	Single family residential
Site Features:	Single-family home with driveway, parking, walkways, and landscaping.
Vehicle Access:	This property gains access from Grand Boulevard.

SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	RM (Residential Multifamily)	RM (Residential Medium)
South:	RM (Residential Multifamily)	RM (Residential Medium)
East:	RM (Residential Multifamily)	RM (Residential Medium)
West:	CRM (Conditional Residential Mix)	RU (Residential Urban)



PLANNING CONSIDERATIONS:

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. Tourist homes, which allow rental periods of six (6) weeks or less, are allowed with conditional use approval in the RM (Residential Multifamily) district. Tourist homes are not permitted within 1,200 feet of a pre-existing, approved tourist home. There are no approved tourist homes within 1,200 feet of the subject property (Special Area Plan short-term rentals not included), therefore the separation requirements are met.
2. The subject property is a contributing structure in the City's national and local historic districts, consisting of a former church building converted to a single family residence. It is located in a primarily single-family residential area, although there is an active church located about 50 feet to the north, and a condominium property across the street to the south. The property is only one block north of West Orange Street and Spring Bayou, one block west of North Pinellas Avenue, and about 150 feet east of the Safford House Museum, putting it within close proximity to the heart of the city's downtown activity center. The immediate area around the property is comprised of a mix of RM (Residential Multifamily) and CRM (Conditional Residential Mix) zoning.
3. Although three (3) tourist home/short-term rentals have been approved in the past for this general area, only one has an occupational license on file with the City. That property is located at 4 W Orange St, about 520 feet to the southeast of the applicant's property and located on the northwest corner of Orange St and N Pinellas Ave.
4. The applicant has provided a site layout that shows room for four (4) off-street parking spaces. This exceeds the two (2) spaces required for a single family detached dwelling.
5. As a part of the application, the applicant included a narrative outlining provisions for property management and rental parameters for guests of the tourist home, including rental restrictions, use of the property, quiet hours, and posting of contact information.

REVIEW STANDARDS / PROVISIONAL FINDINGS OF FACT:

Section 209.01 of the Tarpon Springs Land Development Code (LDC) states that the Board shall not grant a conditional use unless certain standards are met and proven by competent substantial evidence. These standards, along with planning staff's provisional findings of fact are provided below:

1. Conformance with the requirements of the Land Development Code.

Provisional Findings: The residence is existing and includes sufficient area to accommodate access and parking. The City's Technical Review Committee (TRC) reviewed this project at their regular meeting of December 4, 2025, and determined that the project complies with the Land Development Code.

2. The use to which the property may be put is appropriate to the property in question and is compatible with existing and planned uses in the area.

Provisional Findings: The property is in the RM (Residential Multifamily) zoning district. The surrounding area includes CRM (Conditional Residential Mix) zoning and property within the Special Area Plan (SAP). Single-family residential housing dominates to the north and west, interspersed with a few multifamily buildings of 2 to 4 units. To the south and east the properties are developed with a mix of uses and housing product including condominiums and commercial/office. Outside the Special Area Plan (SAP) district the tourist home use is only allowable in a few zoning districts including RM. Since a tourist home is only allowable as a single family detached dwelling unit, it is implied that the mix of housing types and higher density/activity level in the RM district provide an appropriate context for this type of use. It should also be noted that the property is in close proximity to the City's SAP district, the North Pinellas Avenue corridor, Spring Bayou and the Safford House Museum where residents and visitors engage in a mix of



uses, events and attractions. The SAP district is designed to encourage this activity. The recommended staff conditions are intended to further protect the residential area especially to the north and west where the area quickly transitions to a predominately single family residential neighborhood. The use is deemed appropriate and compatible with the existing and planned uses in the area.

3. The conditional use is consistent with the goals, objectives and policies of all Elements of the City Comprehensive Plan.

Provisional Findings: The conditional use is consistent with the goals, objectives, and policies of the City's Comprehensive Plan.

4. The conditional use will not result in significant adverse impacts to the environment or historical resources.

Provisional Findings: The property is not an environmentally sensitive site. It is, however, located within the City's national and local historic districts. The tourist home is restricted to use by one family at a time so the strict classification of the use will not change. The applicant is not proposing any changes to the exterior of the property. Such a proposal would require review under the City's Heritage Preservation program. The owner has stated that dates will be reserved for their own personal use of the home. It is thought that part-time adaptive use for short-term rental could assist the owner with the expenses incurred in maintaining the integrity of this imposing and impressive historic property.

5. The conditional use will not adversely affect adjoining property values.

Provisional Findings: The proposed tourist home is located within a residential and mixed use area. The property will continue to be subject to all applicable City Codes and Ordinances governing not only land uses, but noise, nuisances, property maintenance and other similar codes. Based on these standards and enforcement of the recommended staff conditions, property values are not expected to be adversely affected. Property values have presumably remained stable in the activity center environment to which this property is in close proximity and will continue to do so.

6. The conditional use will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Provisional Findings: The single-family residence is existing and is already served by the City. The requested use as a tourist home will not require extension of new public services to the site and will not adversely affect the ability of the City to provide adequate public facilities.

7. The conditional use shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.

Provisional Findings: The proposed conditional use is located in a developed area with adequate infrastructure to serve the tourist home. It provides for an adaptive use and maintenance of a historic property in close proximity to the downtown activity center. It will not adversely affect the growth patterns or the ability of the city to provide public facilities.

8. The public health, safety and welfare shall be observed with any reasonable conditions necessary.

Provisional Findings: With the intent to protect the surrounding residential area and public health, safety, and welfare, staff has recommended conditions of approval deemed reasonable for the proposed conditional use for the Board's consideration.



TECHNICAL REVIEW COMMITTEE:

The Technical Review Committee (TRC) reviewed this application on December 4, 2025, and determined this application was complete and ready for processing.

PUBLIC CORRESPONDENCE:

Notices were sent to property owners within 500 feet of the subject property. This included 104 addresses. Staff has not received any responses to these notices.

ATTACHMENTS:

1. Staff Presentation
2. Draft Resolution 2026-04
3. Applicant Narrative
4. Survey
5. Site Plan
6. TRC Comment Report

STANLEY

#25-92

Planning & Zoning Board Meeting – January 26, 2026

Board of Commissioners Meeting – February 10, 2026



SUMMARY OF REQUEST

- **Resolution #2026-04 – Conditional Use (#25-92)**
 - Location: 200 Grand Boulevard
 - Property Size: +/- 10,938 square feet (0.25 acres)
 - Current Land Use: RM (Residential Medium)
 - Current Zoning: RM (Residential Multifamily)
 - Proposed Use of Property: Tourist Home (Short-Term Rental)
- **Applicant/Owner**: Ashley Stanley
- **Agent**: Melina Scally

LOCATION



PROPOSED TOURIST HOME WITH

- 3 bedrooms, 2 occupants each (6 guests accepted at a time),
- Management by owner and property management company with representative living adjacent,
- Posting of house rules and contact information inside,
- Multiple fire extinguishers and smoke detectors situated throughout the building,
- no smoking and quiet hours enforced from 10pm to 8am,
- no deliveries to property,
- 4 dedicated parking spaces with no street parking allowed,
- No dogs over 30 pounds and one dog allowed per visit,
- Minimum age of reservation holder is 25.

Owner will reserve some days for their own personal use of the home.





REVIEW CRITERIA – CONDITIONAL USE

- 1) **Land Development Code (LDC) conformance.** The property and use conforms with the LDC.
- 2) **The use is appropriate and compatible.** The property is within/in close proximity to an activity area and the applicant proposes to control the activities on site to maintain compatibility with the residential area to the north and west. Owner control along with staff-recommended conditions are expected to ensure appropriate and compatible operation of the use.
- 3) **The use is consistent with the Comprehensive Plan.**
- 4) **The use will not adversely impact historical or environmental resources.** This is a contributing property in the City's historic district. The proposed use will have no adverse impacts on the historic integrity of the property.
- 5) **The use will not adversely affect adjoining property values.** The property is in a residential and mixed use area with stable property values. Owner-controls and staff-recommended conditions are expected to maintain stable property values.



REVIEW CRITERIA – CONDITIONAL USE

- 6) **The use will not adversely impact/exceed the City’s ability to provide services.** This is an existing single family residential property that is already served. No increase in services are expected from this use as proposed.
- 7) **The use shall provide for efficient and orderly development.** The use is proposed in an existing developed area of town with adequate infrastructure, and, provides for adaptive use and maintenance of a historic property in close proximity to the downtown activity center.
- 8) **The public health, safety, and welfare shall be observed with any reasonable conditions necessary.** With the intent to protect the surrounding residential area and public, health, safety, and welfare, staff has recommended conditions of approval deemed reasonable for the proposed conditional use for the Board’s consideration.

PRELIMINARY STAFF RECOMMENDATION

Resolution #2026-04 :Staff recommends approval with the following conditions:

1. The property shall remain a single-family residence rented as a single living unit.
2. Maximum occupancy shall be no more than 6 people.
3. All guest parking shall be accommodated within the driveway and concrete parking pad and is not permitted on the front lawn or street. Parking is restricted to a maximum of four (4) vehicles at any one time.
4. Quiet hours shall be observed between 10:00 P.M. and 8:00 A.M. daily.
5. The property owner or designee (hereafter, “responsible party”) shall be available in a timely manner to respond to inspections, complaints, or other problems related to the tourist home use of the property. The duties of the responsible party include:
 - a) Be available by telephone at the posted phone number to handle any issues arising from the tourist home use,
 - b) If necessary, be willing and able to come to the tourist home following notification from an occupant, owner, law enforcement, or city official to address issues related to the tourist home use,
 - c) Be authorized to receive service of any legal notice on behalf of the owner for any violations of City laws, ordinances, or the terms of this conditional use,
 - d) Otherwise regularly monitor the tourist home property to assure compliance with City laws, ordinances, and the terms of this conditional use.



PRELIMINARY STAFF RECOMMENDATION

Resolution #2026-04, conditions continued:

6. The property owner must provide an affidavit that the following has been posted on the back or, next to, the main entrance, or, on the refrigerator at the tourist home property:
 - a) The name, address and phone number of the tourist home in accordance with the terms of this conditional use,
 - b) The maximum allowable occupancy of the tourist home in accordance with the terms of this conditional use,
 - c) The maximum number of vehicles that can be parked in the designated parking areas of the tourist home in accordance with the terms of this conditional use,
 - d) The days of trash pickup and recycling, and,
 - e) The location of the nearest hospital.
7. The applicant shall obtain and maintain a City of Tarpon Springs business tax receipt for the use. At the time of application, the applicant shall provide the contact information for the “responsible party” as listed in Condition #5 above and shall provide an affidavit attesting to compliance of the tourist home with Condition #6 above. If the tax receipt lapses for a period of more than six (6) months, a new review of the conditional use will be required.

Public Notice – 104 mailed notices; No responses received



PLANNING AND ZONING RECOMMENDATION

Resolution #2026-04:

The Planning and Zoning Board reviewed this item at their January 26, 2026 meeting with six board members present. The Board voted unanimously to recommend approval of the application with staff conditions and one additional condition:

The property shall be inspected by the Fire Marshal to verify fire safety commitments of the applicant prior to the issuance of a Local Business Tax Receipt.

One member of the public spoke in support of the application.

RESOLUTION NO. 2026-04

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #25-92 REQUESTING CONDITIONAL USE APPROVAL TO ALLOW THE OPERATION OF A TOURIST HOME (SHORT-TERM RENTAL) AT 200 GRAND BOULEVARD, IN THE RM (RESIDENTIAL MULTI-FAMILY) ZONING DISTRICT; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs has received an application for a Conditional Use to allow for operation of a tourist home (short-term rental) in the RM (Residential Multifamily) zoning district; and,

WHEREAS, the Land Development Code Section 25.05(C)(17) requires conditional use approval for such uses within the RM district; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meeting of January 26, 2026; and,

WHEREAS, the Board of Commissioners must approve, deny or approve subject to conditions, each application for conditional use approval; and,

WHEREAS, written legal notice of this action has been provided in accordance with Article XII of the Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

SECTION 1: FINDINGS

Application #25-92 meets the criteria for approving a Conditional Use as set forth in Section 209.01 of the Land Development Code.

SECTION 2: CONDITIONAL USE APPROVAL

Application #25-92 under Resolution 2026-04, requesting Conditional Use approval to allow establishment of a tourist home (short-term rental) at 200 Grand Boulevard in the RM (Residential Multi-family) zoning district is approved with the following conditions:

1. The property shall remain a single-family residence rented as a single living unit.
2. Maximum occupancy shall be no more than 6 people.
3. All guest parking shall be accommodated within the driveway and concrete parking pad and is not permitted on the front lawn or street. Parking is restricted to a maximum of four (4) vehicles at any one time.
4. Quiet hours shall be observed between 10:00 P.M. and 8:00 A.M. daily.
5. The property owner or designee (hereafter, "responsible party") shall be available in a timely manner to respond to inspections, complaints, or other problems

related to the tourist home use of the property. The duties of the responsible party include:

- a. Be available by telephone at the posted phone number to handle any issues arising from the tourist home use,
 - b. If necessary, be willing and able to come to the tourist home following notification from an occupant, owner, law enforcement, or city official to address issues related to the tourist home use,
 - c. Be authorized to receive service of any legal notice on behalf of the owner for any violations of City laws, ordinances, or the terms on this conditional use,
 - d. Otherwise regularly monitor the tourist home property to assure compliance with City laws, ordinances, and the terms of this conditional use.
6. The property owner must provide an affidavit that the following has been posted on the back or, or next to, the main entrance door, or, on the refrigerator at the tourist home property:
 - a. The name, address and phone number of the tourist home responsible party,
 - b. The maximum allowable occupancy of the tourist home in accordance with the terms of this conditional use,
 - c. The maximum number of vehicles that can be parked in the designated parking areas of the tourist home in accordance with the terms of this conditional use,
 - d. The noise standard in accordance with the terms of this conditional use,
 - e. The days of trash pickup and recycling, and,
 - f. The location of the nearest hospital.
7. The applicant shall obtain and maintain a City of Tarpon Springs business tax receipt for the use. At the time of application, the applicant shall provide the contact information for the "responsible party" as listed in Condition #5 above and shall provide an affidavit attesting to compliance of the tourist home with Condition #6 above. If the tax receipt lapses for a period of more than six (6) months, a new review of the conditional use will be required.
8. The property shall be inspected by the Fire Marshal to verify fire safety commitments of the applicant prior to the issuance of a Local Business Tax Receipt.

SECTION 3: EFFECTIVE DATE

This Resolution shall be effective upon adoption in the manner provided by law.

The property is located in the Residential Multifamily Zoning District. We are applying for Conditional Use of a Tourist Home Short Term Rental. We see a need for this in our area and it brings tourists to our downtown and docks. We will be managing this personally as well as with the help of a local property management company. Our long term goal is to keep this property as a successful short term rental, perform updates when needed, and draw more people to Tarpon Springs.

ADDITIONAL COMMENTS

Three bedrooms.

Master Bedroom - 2 occupants

Guest Bedroom - 2 occupants

Guest Bedroom - 2 occupants

Six Guests Anticipated at One Time

We will be utilizing Airbnb. Check in/ Check out will be done as a typical Airbnb. 3 PM check in, 11 AM checkout. Everything will be done through Airbnb so it is all done professionally. We will not be honoring Early Check ins/Late Check outs. We will have black out days for our personal use of our home. As stated above, we will be managing this personally (as this is our only rental), and we will also be utilizing a local property management company who's owner happens to live directly next door to the house. That will be the company/person handling emergent situations, taking out trash cans for collection and coordinating any maintenance work. In the kitchen we will have a posted sign with our contact information as well as the property management's contact information - plus all local emergency phone numbers. There is a fire extinguisher in the kitchen, and in each bedroom. There are smoke detectors located inside each bedroom (sleeping areas) as well as outside the bedroom doors of each sleeping areas for a total six. Smoke detectors are hardwired and also on a wifi system that notifies our personal cell phones when/if they go off. FEMA correspondence has been uploaded as well as an updated survey with parking comments. We will not allow street parking. Four dedicated parking stalls. We are utilizing a local cleaning company in Tarpon Springs who will be doing all our cleans - we will also be posting a laminated wall hanging of our rules stating the following. No Parties, No Guests allowed unless they are listed on the reservation initially, No dogs over thirty pounds, one dog allowed per visit, dog must stay inside house and be leashed when outside. Minimum age to make reservation to be 25. No smoking. Quiet Hours enforced starting at 10:00 PM through 8:00 AM. Do not access any areas the Host has listed as off limits, no guest mail or packages to be delivered to the property.

LEGAL DESCRIPTION OF: 200 GRAND BLVD, TARPON SPRINGS, FL, 34689

LOTS 15 AND 16, SECTION A, READ AND KELLY'S TARPON HEIGHTS SECTIONS A AND B, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 47, HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

CERTIFIED TO:

STEWART TITLE GUARANTY COMPANY
BRANDON A. STANLEY AND ASHLEY B. STANLEY
PLAZA HOME MORTGAGE, INC.
HENSLEY LAW & TITLE

FLOOD ZONE:

12103C0019G
ZONE: AE
ELEV: 10 FT
EFF: 09/03/2003

SURVEY NOTES:

- DRIVEWAY CROSSES THE BOUNDARY LINE ON WESTERLY SIDE OF LOT AS SHOWN.
- COMMUNITY SIDEWALK CROSSES THE BOUNDARY LINE ON SOUTHERLY SIDE OF LOT AS SHOWN.
- WALL CROSS THE BOUNDARY LINE ON EASTERLY SIDE OF LOT AS SHOWN.
- NEIGHBOURS DRIVEWAY CROSSES THE BOUNDARY LINE ON NORTHERLY SIDE OF LOT AS SHOWN.

LEGEND

A/C	-AIR CONDITIONER
WM	-WATER METER
AL	- ARC LENGTH
(C)	-CALCULATED
(M)	-MEASURED
P.O.B.	-POINT OF BEGINNING
P.O.C.	-POINT OF COMMENCEMENT
&	-AND
P.B.	-PLAT BOOK
PG	-PAGE
U.E.	-UTILITY EASEMENT
D.E.	-DRAINAGE EASEMENT
P.U.E.	- PUBLIC UTILITY EASEMENT
L.A.E.	-LIMITED ACCESS EASEMENT
L.M.E.	-LAKE MAINTENANCE EASEMENT
O.H.E.	-OVERHEAD EASEMENT
R	-RADIUS
(R)	-RECORD
O.R.B.	-OFFICIAL RECORDS BOOK
Sq.Ft.	-SQUARE FEET
Ac.	-ACRES
DB	-DEED BOOK
(D)	-DEED
(P)	-PLAT
EOW	-EDGE OF WATER
TOB	-TOP OF BANK
OHL	-OVERHEAD LINE
C/O	-CLEAN OUT
ELEV	-ELEVATION
FF	-FINISHED FLOOR
LS	-LICENSED SURVEYOR
LB	-LICENSED BUSINESS
PSM	-PROFESSIONAL SURVEYOR & MAPPER
— x —	-FENCE
#	-NUMBER
±	-PLUS OR MINUS
	-ASPHALT
	-CONCRETE
	-PAVER/BRICK
	-WOOD
	-LIGHT POLE
	-WELL
	-WATER VALVE
	-CENTER LINE
	-CATCH BASIN
	-FIRE HYDRANT
	-UTILITY POLE
	-MANHOLE
	-ELEVATION

SOME ITEMS IN LEGEND MAY NOT
APPEAR ON DRAWING.

GENERAL NOTES:

- 1) THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- 2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC, ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- 3) ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
- 4) GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
- 5) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- 6) ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988).
- 7) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- 8) CORNERS SHOWN AS "SET" ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR)



561.508.6272

Fax: 561.508.6309

LB 8111

5601 Corporate Way | Suite 103
West Palm Beach, FL 33407

200 GRAND BOULEVARD, TARPON SPRINGS, FL. 34689



SCALE: 1"=30'

Private gate to remain open
at all times during
occupancy.

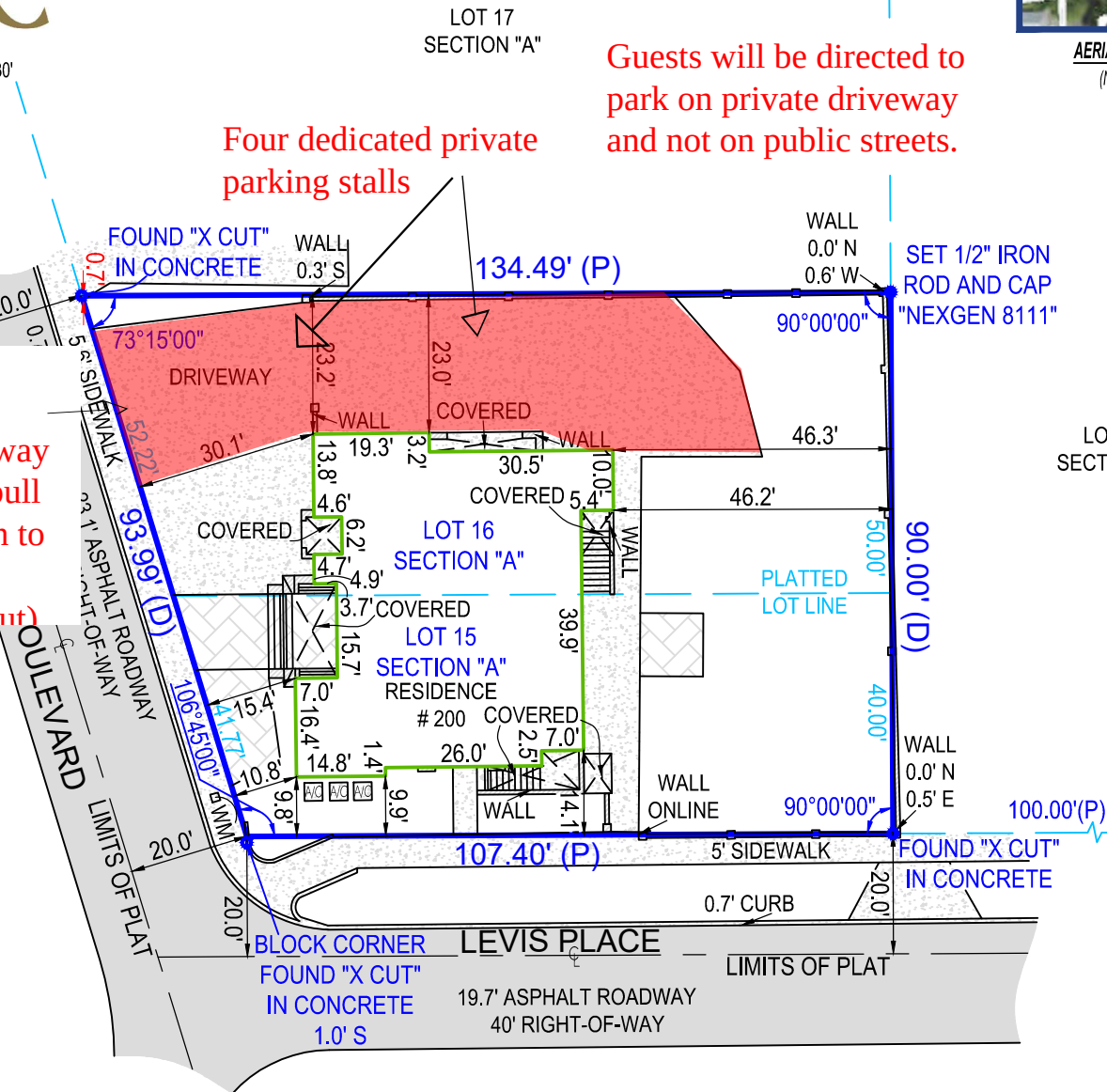


AERIAL PHOTOGRAPH
(NOT-TO-SCALE)

Guests will be directed to
park on private driveway
and not on public streets.

Four dedicated private
parking stalls

Egress
Ingress
Of Driveway
(Cars to pull
directly in to
stalls and
directly out)



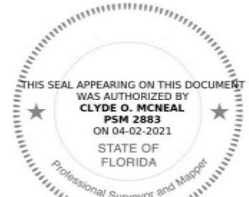
- ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED

SHEET 1 OF 2 (SKETCH OF SURVEY) - SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, AND OTHER SURVEY RELATED DATA. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS

The survey map & report or the copies thereof are not valid without the digital signature and seal of a Florida licensed surveyor and mapper

Date of Field Work : 03-26-2021
Drawn By: Kevin
Order #: 126798
Last Revision Date: None
Boundary Survey prepared by: LB8111
NexGen Surveying, LLC
5601 Corporate Way, Suite #103
West Palm Beach, FL 33407
561-508-6272

NEXGEN
SURVEYING, LLC.



LEGAL DESCRIPTION OF: 200 GRAND BLVD, TARPON SPRINGS, FL, 34689

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	-WELL
	-WATER VALVE
	-CENTER LINE
	-CATCH BASIN
	-FIRE HYDRANT
	-UTILITY POLE
	-MANHOLE
	-ELEVATION

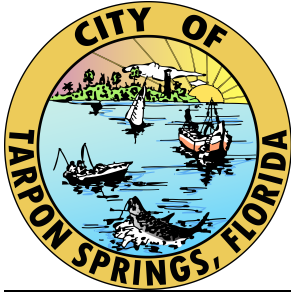
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- 1) THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- 2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC, ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- 3) ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
- 4) GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
- 5) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- 6) ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988).
- 7) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- 8) CORNERS SHOWN AS "SET" ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR)



561.508.6272
Fax: 561.508.6309
LB 8111
5601 Corporate Way | Suite 103
West Palm Beach, FL 33407



City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project	25.92 PNZ - Stanley
Files and Attachments	Survey.pdf Design Development

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.

Fema

[Sheet 2 | Comment 00001 | Survey.pdf]

Megan Araya

This survey shows previous flood zone information. FEMA FIRMs were updated 8/24/21. This structure may be entirely out of the SFHA (zone X).

Fire

[Sheet 1 | Comment 00006 | Survey.pdf]

Kevin Wodrich

Not enough information to give comments.

K. Wodrich, Fire Marshal 12/2/25

Planning and Zoning

[Comment 00002]

Patricia McNeese

This document contains comments resulting from the December 4, 2025 meeting of the Technical Review Committee.

[Sheet 1 | Comment 00003 | Survey.pdf]

Patricia McNeese

Please provide a site plan/ markup copies of the survey showing how parking and ingress/egress is laid out, including number of parking spaces proposed.

[Comment 00004]

Patricia McNeese

Please provide a narrative describing the proposed use and management plan including:

- number of bedrooms and maximum number of guests anticipated at one time, number of guests per bedroom, etc.,
- management of booking, check-in/out, and related logistics,
- management of property including maintenance (trash control, etc.) and incident management (i.e. response to complaints, emergency, etc.),
- interior safety features and notifications (e.g., fire extinguishers, smoke alarms, posted rules and emergency contacts, etc.),
- any other information you wish to provide.

[Comment 00005]

Patricia McNeese

This application may be scheduled for the January 26, 2026 meeting of the Planning and Zoning Board if all additional materials have been uploaded to the project by December 19, 2025.

City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

NOTICE OF UPCOMING PUBLIC HEARING REGARDING #25-92

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

«AddressBlock»



Application Description: The applicant is requesting conditional use to allow a tourist home at 200 Grand Boulevard in the Residential Multifamily zoning district.

(Please Reference Application #25-92)

Please be advised that the Planning and Zoning Board will hold one Public Hearing on **Monday, January 26, 2026 at 6:30 p.m.** and the Board of Commissioners will hold one public hearing on **Tuesday, February 10, 2026 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.



Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: February 10, 2026

To: Mayor, Board of Commissioners, and City Manager

Through: Thomas Kiger, Public Services Director

From: P.J. Harbert, Grant Project Specialist

A handwritten signature in blue ink, appearing to read "Thomas Kiger", is positioned above the digital signature line.

[Thomas Kiger \(Jan 29, 2026 15:33:48 EST\)](#)

Subject: Resolution 2026-06

Recommendation

Recommendation to the Board of Commissioners to support Resolution 2026-06 which supports the grant application of the Public Services Department to the Pinellas County Community Development Block Grant (CDBG) Program for the Splash Park Improvements Project.

Summary

This resolution supports the grant application of the Public Services Department in coordination with the Project Administration Department to the Community Block Development Grant (CDBG) Program under the United States Housing and Urban Development Department and the Pinellas County Community Development Department. The purpose of this application is to request funding to upgrade and replace the aging pumps, controls, and the electrical and lightning protection systems for the Splash Park to avoid down time when the equipment fails. The Splash Park experiences significant closures approximately ten (10) times throughout the year. The City is requesting \$118,768.87 in CDBG funding with a \$15,000 match from City funds.

Signature:

Email:

RESOLUTION No. 2026-06

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, SUPPORTING THE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION OF THE PROJECT ADMINISTRATION DEPARTMENT TO PINELLAS COUNTY FOR A PUBLIC SERVICES IMPROVEMENT PROJECT FOR SAFETY IMPROVEMENTS TO THE TARPON SPRINGS SPLASH PARK.

WHEREAS, the Splash Park is an important recreational amenity that serves residents by providing safe, accessible, and family-oriented outdoor recreation; and

WHEREAS, the continued operation and reliability of the Splash Park is dependent upon the functionality of its electrical, control, safety, and monitoring systems; and

WHEREAS, the proposed improvements include, but are not limited to, updates to electrical equipment, controllers, SCADA connections, chemical tracking systems, and lightning protection; and

WHEREAS, these improvements are intended to reduce reoccurring unscheduled shutdowns caused by equipment failure, enhance operational reliability, and improve public safety features at the Splash Park; and

WHEREAS, grant funding has been identified as an appropriate and fiscally responsible means to support these necessary safety upgrades; and

WHEREAS, the Tarpon Springs Splash Park is located in a low-moderate income census tract 274.01 with a low-moderate income percentage of 54.55% and a population of 1571 residents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. The City of Tarpon Springs hereby expresses support for the Community Development Block Grant application to Pinellas County to seek funding for public services improvements at the Tarpon Springs Splash Park.

Section 2. This resolution shall become effective immediately.



Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: February 10, 2026
To: Mayor, Board of Commissioners, and City Manager
Through: Thomas Kiger, Public Services Director 
From: P.J. Harbert, Grant Project Specialist
Jamie Taylor, Recreation Superintendent
Subject: Resolution 2026-10

Recommendation

Recommendation to the Board of Commissioners to support Resolution 2026-10 which supports the grant application of the Public Services Department to the Pinellas County Community Development Block Grant (CDBG) Program for the Community Center Doors and Restrooms Project.

Summary

This resolution supports the grant application of the Public Services Department in coordination with the Public Administration Department to the Community Development Block Grant (CDBG) Program under the United States Housing and Urban Development Department and the Pinellas County Community Development Department. The purpose of this application is to request funding to replace and upgrade the doors and restrooms at the Tarpon Springs Community Center. The City is requesting \$93,000 in CDBG funding with a \$15,000 match from City funds.

RESOLUTION No. 2026-10

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, SUPPORTING THE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION OF THE PROJECT ADMINISTRATION DEPARTMENT TO PINELLAS COUNTY FOR A PUBLIC FACILITIES IMPROVEMENT PROJECT FOR SAFETY IMPROVEMENTS TO THE TARPON SPRINGS COMMUNITY CENTER DOORS AND RESTROOMS.

WHEREAS, the Tarpon Springs Community Center serves an average of 73 visitors per day; and

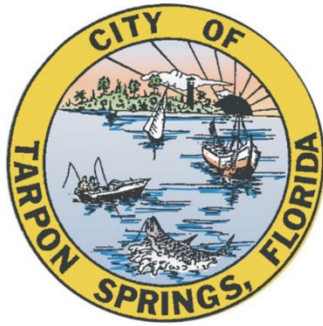
WHEREAS, the existing lobby restrooms and exterior/interior doors are outdated and in need of upgrading to ensure ADA compliance and safety expectations; and

WHEREAS, the Tarpon Springs Community Center is located in a low-moderate income census tract 274.02 with a low-moderate income percentage of 86.36% and a population of 5700 residents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. The City of Tarpon Springs hereby expresses support for the Community Development Block Grant application to Pinellas County to seek funding for public facility improvements at the Tarpon Springs Community Center.

Section 2. This resolution shall become effective immediately.



City of Tarpon Springs, Florida

324 E. PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711
FAX (727) 937-8199

MEMORANDUM

February 5, 2026

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS
FROM: ASHLEY KIMPTON, CPA, FINANCE DIRECTOR
SUBJECT: BUDGET RESOLUTION 2026-09

RECOMMENDATION:

To approve Budget Resolution 2026-09.

BACKGROUND:

Budget resolutions are necessary when amending the budget and funds are transferred between funds, between departments of a fund, and/or the budget is increased or decreased.

The purpose of Budget Resolution 2026-09 is to bring forward budgeted items from FY 2025 that were in process as of September 30, 2025, and also new items that are not budgeted in FY 2026 that have come up since the beginning of the Fiscal Year. The items are:

Items Budgeted in FY 2025 and have outstanding Encumbrances at 9/30/25 and Donation Balances at 9/30/25:

General Fund Projects	\$ 442,143
ARPA Fund Projects	\$ 550,492
Penny Fund Capital Projects	\$ 331,507
Water & Sewer Fund Projects	\$ 5,433,056
Stormwater Fund Projects	\$ 304,316
Golf Course Projects	\$ 441,775
Other Fund Items	\$ 670,566
Total Encumbrances at 9/30/25	\$ 8,173,855

Donation balances at 9/30/25 **\$ 514,526**

Total items brought forward from FY 2025 **\$ 8,688,359**

New items not budgeted in FY 2026:

Lincoln Pond - FDEP Water Quality Imp. Grant	\$ 862,000	Stormwater (\$750,000 Grant)
Pent Grosse Stormwater Project	\$ 821,635	Stormwater / ARPA / Penny / Water/Sewer
Recreation Master Plan	\$ 248,000	Penny
Stafford House Roof	\$ 118,300	General Fund
Dell Server Cluster	\$ 105,506	Water/Sewer Fund
Stormwater Vehicle	\$ 90,000	Stormwater
Camera Maintenance	\$ 70,000	General Fund
Lime PLC Upgrade	\$ 61,129	Water/Sewer Fund
Project Admin Reorg	\$ 57,647	General Fund / Water/Sewer / Stormwater
Building Dept Office Remodel	\$ 50,000	General Fund
Code Enforcement Vehicle	\$ 49,000	Penny Fund
Hurricane Helene – Additional expenditures	\$ 36,748	General Fund (FEMA)
Code Enforcement / IPO Dept Office Remodel	\$ 30,000	General Fund

Other Items under \$25,000	\$ 83,168	General Fund
Non-Departmental Maintenance Reallocation	\$ (158,661)	General Fund
Oleander Right-of-Way Project Reallocation	\$ (170,000)	Stormwater
Non-Departmental Project Reserve Reallocation	<u>\$ (208,025)</u>	General Fund
Total New items for FY 2026	\$ 2,146,447	
Grand Total	<u>\$10,834,828</u>	

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS,
FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2025-26.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA
THAT THE FOLLOWING AMENDMENTS ARE MADE TO THE FISCAL YEAR BUDGET OF 2025-26.

GENERAL FUND (001)

EXPENDITURES

<u>Description</u>	<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
<u>IT</u>				
001-0304-513.31-00	\$ 20,000	\$ 24,000	\$ -	\$ 44,000
Professional Services				
To appropriate funds for FY 2025 encumbrances				
carried forward into FY 2026				
<u>Planning</u>				
001-0802-515.31-00	85,000	60,347	-	145,347
Professional Services				
To appropriate funds for FY 2025 encumbrances				
carried forward into FY 2026				
001-0802-515.46-04	-	2,000	-	2,000
Vehicle Repairs & Maintenance				
To appropriate funds for arborist vehicle repairs				
<u>Police</u>				
001-1002-521.46-00	292,070	3,593	-	295,663
Repairs & Maintenance				
To appropriate funds for FY 2025 encumbrances				
carried forward into FY 2026				
<u>Police Donations</u>				
001-1003-521.52-00	-	14,759	-	14,759
Operating Supplies				
To appropriate funds for FY 2025 donations				
carried forward into FY 2026				
<u>Code Enforcement</u>				
001-1011-529.46-04	-	2,500	-	2,500
Vehicle Repairs & Maintenance				
To appropriate funds for standalone vehicle maintenance				
001-1011-529.52-11	-	1,000	-	1,000
Vehicle Fuel				
To appropriate funds for standalone vehicle fuel				
<u>Cops & Kids Donations</u>				
001-1033-521.52-00	10,000	26,107	-	36,107
Operating Supplies				
To appropriate funds for FY 2025 donations				
carried forward into FY 2026				
<u>Fire</u>				
001-1102-522.32-00	4,315	5,757	-	10,072
Accounting & Auditing				
To appropriate funds for FY 2025 encumbrances				
carried forward into FY 2026				
001-1102-522.52-00	185,880	23,500	-	209,380
Operating Supplies				
Fire Alarms	PS2612	1,500		
Thermal Cameras		22,000		
		<u>23,500</u>		
001-1102-522.63-00	-	44,417	-	44,417
Improvements O/T Buildings				
To appropriate funds for FY 2025 encumbrances				

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
carried forward into FY 2026					
Fire Alarm System Hurricane Milton	SD0031	44,417			
<u>Fire Donations</u>					
001-1103-522.52-00		500	4,045	-	4,545
Operating Supplies					
To appropriate funds for FY 2025 donations					
carried forward into FY 2026					
<u>Building Development</u>					
001-1202-524.34-00		-	4,429	-	4,429
Other Contractual Service					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
<u>Facilities Maintenance</u>					
001-1203-539.34-00		6,500	70,000	-	76,500
Repairs & Maintenance					
To appropriate funds for camera maintenance					
001-1203-539.46-00		118,000	2,500	-	120,500
Repairs & Maintenance					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
<u>Recreation</u>					
001-1402-572.63-00		-	36,365	-	36,365
Improvements O/T Buildings					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
Floor Damage Hurricane Helene	SD0030	24,757			
To appropriate funds for additional costs associated with:					
Floor Damage Hurricane Helene	SD0030	11,608			
<u>Parks & Parkways</u>					
001-1403-572.52-00		115,100	25,140	-	140,240
Operating Supplies					
ADA Picnic Tables (12)	SD0030	25,140			
<u>Recreation Donations</u>					
001-1404-572.52-00		14,000	24,255	-	38,255
Operating Supplies					
To appropriate funds for FY 2025 donations					
carried forward into FY 2026					
001-1404-572.63-00		-	7,500	-	7,500
Improvements O/T Buildings					
To appropriate funds for					
Craig Park Back Patio	CR2503	7,500			
<u>Community Center Donations</u>					
001-1405-572.52-00		1,000	3,050	-	4,050
Operating Supplies					
To appropriate funds for FY 2025 donations					
carried forward into FY 2026					
<u>Cemetery</u>					
001-1406-539.46-00		31,750	6,166	-	37,916
Repair & Maintenance					
Cemetery Fence					
<u>Cemetery Donations</u>					
001-1408-539.52-00		-	4,409	-	4,409
Operating Supplies					
To appropriate funds for FY 2025 donations					
carried forward into FY 2026					
<u>Library</u>					
001-1502-571.46-00		14,918	10,075	-	24,993

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
Repairs & Maintenance					
Roof Cleaning & Marble Restoration					
001-1502-571.63-00		-	73,033	-	73,033
Improvements O/T Buildings					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
A/C Library Building	A/C34				73,033
<u>Library Donations</u>					
001-1503-571.52-00		5,000	200,906	-	205,906
Operating Supplies					
To appropriate funds for FY 2025 donations					
carried forward into FY 2026					
001-1503-571.63-00		-	1,272	-	1,272
Improvements O/T Buildings					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
Library Improvements	CR2403				1,272
<u>Division Arts/Historical Resources Donations</u>					
001-1603-573.52-00		20,000	123,861	-	143,861
Operating Supplies					
To appropriate funds for FY 2025 donations					
carried forward into FY 2026					
<u>Heritage Museum</u>		-	7,641	-	7,641
001-1605-573.63-00					
Improvements O/T Buildings					
A/C Heritage Center	A/C20				7,641
<u>Safford House</u>					
001-1606-573.62-00		-	135,980	-	135,980
Buildings					
Stafford House Roof	CR2605				118,300
Stafford House Porch	CR2606				17,680
					<u>135,980</u>
<u>Safford House Donations</u>					
001-1607-573.52-00		75	695	-	770
Operating Supplies					
To appropriate funds for FY 2025 donations					
carried forward into FY 2026					
<u>Train Depot</u>					
001-1608-573.46-00		2,000	6,970	-	8,970
Repairs & Maintenance					
Reallocation - Emergency Pest Control					
<u>Heritage Museum Donations</u>					
001-1609-573.52-00		208	1,159	-	1,367
Operating Supplies					
To appropriate funds for FY 2025 donations					
carried forward into FY 2026					
<u>Sponsorships</u>					
001-1613-573.52-00		31,953	76,577	-	108,530
Operating Supplies					
To appropriate funds for FY 2025 donations					
carried forward into FY 2026					
<u>Roads & Streets</u>					
001-4102-541.64-00		-	99,934	-	99,934
Machinery & Equipment					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
<u>Project Administration</u>		101,941	12,383	-	114,324

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
001-5001-519.12-00 Regular Salaries & Wages Project Administrative Specialist					
001-5001-519.21-00 FICA Project Administrative Specialist		10,808	948	-	11,756
001-5001-519.22-00 Retirement Contributions Project Administrative Specialist		13,586	1,115	-	14,701
001-5001-519.23-00 Health & Life Project Administrative Specialist		25,207	2,250	-	27,457
001-5001-519.24-00 Worker's Compensation Project Administrative Specialist		678	22	-	700
<u>General Fund Non-Dept.</u>					
001-8802-519.32-00 Accounting & Auditing To appropriate funds for FY 2025 encumbrances carried forward into FY 2026		23,000	22,301	-	45,301
001-8802-519.49-00 Other Current Charges Reallocate Funds to Other Departments		238,010	-	158,661	79,349
001-8802-519.52-00 Operating Supplies To appropriate funds for FY 2025 donations carried forward into FY 2026		45,100	27,203	-	72,303
	Donations E. Uhl Est	7,145			
	Sprts Com	1,356			
	Gift Trees	2,102			
	M. Mere's	1,114			
	Fitness Ch.	1,859			
	Top Apple	5,040			
	Brst Can Aw	390			
	Out Libertainre	8,197			
		27,203			
001-8802-519.54-00 Books-Publ-Subscriptions Reallocation - CoStar		6,360	5,636	-	11,996
001-8802-519.63-00 Improvements O/T Buildings To appropriate funds for FY 2025 encumbrances carried forward into FY 2026		-	155,803	-	155,803
A/C Community Center	A/C22	17,069			
Branding	GG2507	30,933			
City Hall Security	GG2512	27,801			
		75,803			
To appropriate funds for Building Development Offices	GG2508	50,000			
Code Enforcement & IPO Offices	GG2607	30,000			
		80,000			
001-8802-519.99-00 Non-Operating Reallocate Funds to Other Departments		535,000	-	208,025	326,975
Total Expenditures		\$ 1,957,959	\$ 1,361,603	\$ 366,686	\$ 2,952,876

REVENUE

<u>Description</u>	<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
001-0000-331.50-29 Intergovernmental - FEMA - Helene	\$ -	\$ 36,748	\$ -	\$ 36,748
001-0000-337.20-15 WAWA Foundation Grant	-	1,500	-	\$ 1,500
001-0000-389.02-00 Carryover - Encumbrances	-	442,143	-	442,143
001-0000-389.03-00 Carryover - Donations	-	514,526	-	514,526
Total Revenues	\$ -	\$ 994,917	\$ -	\$ 994,917

RECAP FUND 001

Total Expenditures	\$ 37,550,764	\$ 1,361,603	\$ 366,686	\$ 38,545,681
Total Revenue	\$ 37,550,764	\$ 994,917	\$ -	\$ 38,545,681

FUND 101 - AMERICAN RECUE PLAN FUND

EXPENDITURES

American Rescue Plan

101-8830-521.62-00 Buildings To appropriate funds for FY 2025 encumbrances carried forward into FY 2026 Cops & Kids Building Design	ARP008	283,149	\$ -	\$ 283,149	\$ -	\$ 283,149
101-8830-522.62-00 Buildings To appropriate funds for FY 2025 encumbrances carried forward into FY 2026 Fire Station 70 Design	ARP007	102,458	-	102,458	-	102,458
101-8830-522.63-00 Improvements O/T Buildings To appropriate funds for FY 2025 encumbrances carried forward into FY 2026 PSB New Roof & Chiller	ARP003	142,956	-	142,956	-	142,956
101-8830-538.63-00 Improvements O/T Buildings To appropriate funds for additional costs associated with: Pent/Grosse	SU2305	240,545	-	240,545	-	240,545
101-8830-543.63-00 Improvements O/T Buildings To appropriate funds for FY 2025 encumbrances carried forward into FY 2026 Craig Park Ph1/2 Des - A, B, C, D	ARP013	21,929	-	21,929	-	21,929
Total Expenditures			\$ -	\$ 791,037	\$ -	\$ 791,037

REVENUE

101-0000-389.01-00 Carryover - Cash	\$ -	\$ 240,545	\$ -	\$ 240,545
101-0000-389.01-00 Carryover - Encumbrances	\$ -	\$ 550,492	\$ -	\$ 550,492
Total Revenues	\$ -	\$ 791,037	\$ -	\$ 550,492

RECAP FUND 101

Total Expenditures	\$ 20,000	\$ 791,037	\$ -	\$ 811,037
Total Revenue	\$ 20,000	\$ 791,037	\$ -	\$ 811,037

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
<u>FUND 130 - POLICE IMPACT FUND</u>					
<u>EXPENDITURES</u>					
<u>Police Impact</u>					
130-1090-521.63-00		\$ 80,345	\$ 342,928	\$ -	\$ 423,273
Improvements O/T Buildings					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
Police Vehicles/Boat	PS2511	342,928			
Total Expenditures		\$ 80,345	\$ 342,928	\$ -	\$ 423,273
<u>REVENUE</u>					
130-0000-389.02-00		\$ -	\$ 342,928	\$ -	\$ 342,928
Carryover - Encumbrances					
Total Revenues		\$ -	\$ 342,928	\$ -	\$ 342,928
<u>RECAP FUND 130</u>					
Total Expenditures		\$ 80,345	\$ 342,928	\$ -	\$ 423,273
Total Revenue		\$ 80,345	\$ 342,928	\$ -	\$ 423,273

<u>FUND 132 - LIBRARY IMPACT FUND</u>					
<u>EXPENDITURES</u>					
<u>Library Impact</u>					
132-1590-571.63-00		\$ 29,001	\$ 268,696	\$ -	\$ 297,697
Improvements O/T Buildings					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
Library Improvements	CR2403	5,088			
Library Improvements	CR2507	263,608			
		268,696			
Total Expenditures		\$ 29,001	\$ 268,696	\$ -	\$ 297,697
<u>REVENUE</u>					
132-0000-389.02-00		-	268,696	-	268,696
Carryover - Encumbrances					
Total Revenues		\$ -	\$ 268,696	\$ -	\$ 268,696
<u>RECAP FUND 132</u>					
Total Expenditures		\$ 29,001	\$ 268,696	\$ -	\$ 297,697
Total Revenue		\$ 29,001	\$ 268,696	\$ -	\$ 297,697

<u>FUND 307- LOCAL OPTION SALES TAX</u>					
<u>EXPENDITURES</u>					
<u>Local Option Sales Tax</u>					
307-8603-519.62-00		\$ -	\$ 30,688	\$ -	\$ 30,688
Buildings					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
New Collection Center Building	WS1961	30,688			

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
307-8603-519.63-00		100,000	15,263	-	115,263
Improvements O/T Buildings					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
Union Academy Breezeway	GG2503		15,263		
307-8603-521.64-00		700,000	49,000	-	749,000
Machinery & Equipment					
Code Enforcement Vehicle	PS2614		49,000		
307-8603-538.63-00		-	257,218	-	257,218
Improvements O/T Building					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
Anclote Bayou Survey	TR2505		16,673		
To appropriate funds for additional costs associated with:					
Pent/Grosse	SU2305		240,545		
307-8603-541.63-00		308,000	111,463	-	419,463
Improvements O/T Building					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
Design Orange St.	TR2105		111,463		
307-8603-543.63-00		4,064,000	9,460	-	4,073,460
Improvements O/T Building					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
Elfur's Spur Hurricane Helene Damage	SD0030		9,460		
307-8603-572.63-00		1,135,000	395,960	-	1,530,960
Improvements O/T Building					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
Sunset Beach Pavilions	CR2509		147,960		
To appropriate funds for Recreation Master P.	CR2603		248,000		
Total Expenditures		\$ 6,307,000	\$ 869,052	\$ -	\$ 7,176,052
<u>REVENUE</u>					
307-0000-389.01-00		\$ -	\$ 537,545	\$ -	\$ 537,545
Carryover - Cash					
307-0000-389.02-00		-	331,507	-	331,507
Carryover - Encumbrances					
Total Revenues		\$ -	\$ 869,052	\$ -	\$ 869,052
<u>RECAP FUND 307</u>					
Total Expenditures		\$ 13,984,291	\$ 869,052	\$ -	\$ 14,853,343
Total Revenues		\$ 13,984,291	\$ 869,052	\$ -	\$ 14,853,343

FUND 401 -SANITATION FUND

EXPENDITURES

Solid Waste

401-4105-534.32-00		\$ 4,000	\$ 6,434	\$ -	\$ 10,434
Accounting & Auditing					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
401-4105-534.62-00		-	2,926	-	2,926
Buildings					
To appropriate funds for FY 2025 encumbrances					

<u>Description</u>			<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
carried forward into FY 2026						
New Collection Center Building	WS1961	2,926				
<u>Recycling</u>						
401-4108-534.34-00			823,999	46,920	-	870,919
Other Contractual Services						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026						
Total Expenditures			\$ 827,999	\$ 56,280	\$ -	\$ 873,845
<u>REVENUE</u>						
401-0000-389.02-00			-	56,280	-	56,280
Carryover - Encumbrances						
Total Revenues			\$ -	\$ 56,280	\$ -	\$ 56,280
<u>RECAP FUND 401</u>						
Total Expenditures			\$ 8,588,885	\$ 56,280	\$ -	\$ 8,645,165
Total Revenues			\$ 8,588,885	\$ 56,280	\$ -	\$ 8,645,165

FUND 402 - WATER/SEWER FUND

EXPENDITURES

IT-GIS

402-0306-536.31-00			\$ 50,000	\$ 70,485	\$ -	\$ 120,485
Professional Services						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026						
GIS Enterprise Upgrade & Network Migration	GG2513	70,485				

Sustainability

402-4002-536.31-00			40,000	27,756	-	67,756
Professional Services						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026						
Solar Feasibility Study	WS2527	27,756				

Water Distribution

402-4302-536.63-00			-	50,000	-	50,000
Improvements O/T Building						
To appropriate additional funds for Pent/Grc	SU2305	50,000				

Water Distribution

402-4303-536.46-00			160,000	1,845	-	161,845
Repairs & Maintenance						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026						
402-4303-536.63-00			723,000	79,612	-	802,612
Improvements O/T Building						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026						
Utilities for Other Projects	WS2310	3,617				
Leak Evaluation	WS2528	75,995				
		79,612				

Water Treatment

402-4305-536.31-00			195,000	67,956	-	262,956
Professional Services						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026		55,930				
Mechanical Integrity Test	WS2523	12,026				
		67,956				

<u>Description</u>			<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
402-4305-536.63-00			2,120,000	1,099,041	-	3,219,041
Improvements O/T Building						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026						
Cybersecurity WS	ARP011	141,301				
Future Raw Water Wells	WS2002	44,106				
Well Field Improvements/Meters/VFD	WS2303	31,289				
Raw Water Well Construction	WS2502	492,016				
Switchgear Upgrade	WS2524	275,375				
Bermade Valve	WS2530	53,825				
		1,037,912				
To appropriate funds for Lime PLC Upgrade	WS2620	61,129				
<u>Sewage Collection</u>						
402-4602-536.63-00			730,000	196,569	-	926,569
Improvements O/T Building						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026						
Seabreeze Dr. Expansion Engineering	WS2017	97,657				
Utilities for Other Projects	WS2319	3,617				
Sewer System Improvements/Rehabilitation	WS2510	45,295				
		146,569				
Pent/Grosse	SU2305	50,000				
<u>Sewage Treatment</u>						
402-4603-536.31-00			30,000	5,484	-	35,484
Professional Services						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026						
402-4603-536.63-00			5,085,000	805,915	-	5,890,915
Improvements O/T Building						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026						
Cybersecurity WS	ARP011	99,080				
Plant Electrical System	WS2326	130,114				
Aeration Basin Concrete Rehab	WS2413	150,000				
Aeration Basin Concrete Rehab	WS2514	419,521				
Rehab North Sand Filter	WS2525	7,200				
		805,915				
<u>Sewage Lift Stations</u>						
402-4604-536.46-00			240,900	6,230	-	247,130
Repairs & Maintenance						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026						
Fence Damage Hurricane Helene	SD0030	6,230				
402-4604-536.63-00			423,000	256,065	-	679,065
Improvements O/T Building						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026						
Lime & Huey Lift Station	WS2149	32,727				
DFS SCADA Cybersecurity	WS2414	37,499				
Lime & Huey Lift Station	WS2529	185,839				
		256,065				
402-4604-536.64-00			-	76,584	-	76,584
Machinery & Equipment						
To appropriate funds for FY 2025 encumbrances						
carried forward into FY 2026						
<u>Project Administration</u>			182,790	22,204	-	204,994
402-5001-536.12-00						
Regular Salaries & Wages						
Project Administrative Specialist						

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
402-5001-536.21-00		19,379	1,699	-	21,078
FICA					
Project Administrative Specialist					
402-5001-536.22-00		24,360	1,999	-	26,359
Retirement Contributions					
Project Administrative Specialist					
402-5001-536.23-00		45,199	4,035	-	49,234
Health & Life					
Project Administrative Specialist					
402-5001-536.24-00		1,215	38	-	1,253
Worker's Compensation					
Project Administrative Specialist					
402-5001-536.31-00		70,000	14,946	-	84,946
Professional Services					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
<u>Non-Departmental</u>					
402-8803-536.32-00		15,000	20,421	-	35,421
Accounting & Auditing					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
402-8803-536.62-00		-	33,635	-	33,635
Buildings					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
New Collection Center Building	WS1961		33,635		
402-8803-536.63-00		-	105,506	-	105,506
Improvements O/T Buildings					
To appropriate funds for Dell Server Cluster	GG2604		105,506		
Total Expenditures		\$ 10,154,843	\$ 2,948,025	\$ -	\$ 13,102,868
<u>REVENUE</u>					
402-0000-389.01-00		\$ -	296,610	\$ -	\$ 296,610
Carryover - Cash					
402-0000-389.02-00		-	2,651,415	-	2,651,415
Carryover - Encumbrances					
Total Revenues		\$ -	\$ 2,948,025	\$ -	\$ 2,948,025
<u>RECAP FUND 402</u>					
Total Expenditures		\$ 33,076,337	\$ 2,948,025	\$ -	\$ 36,024,362
Total Revenues		\$ 33,076,337	\$ 2,948,025	\$ -	\$ 36,024,362

FUND 403 -SEWER IMPACT FUND

EXPENDITURES

<u>Lift Stations</u>					
403-4604-536.63-00		\$ -	\$ 1,488,653	\$ -	\$ 1,488,653
Improvements O/T Buildings					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
Lime & Huey Lift Station	WS2529		1,488,653		
<u>Non-Departmental</u>					

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
403-8804-536.62-00		-	33,615	-	33,615
Buildings					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
New Collection Center Building	WS1961	33,615			
Total Expenditures		\$ -	\$ 1,522,268	\$ -	\$ 1,522,268

REVENUE

403-0000-389.02-00		\$ -	\$ 1,522,268	\$ -	\$ 1,522,268
Carryover - Encumbrances					
Total Revenues		\$ -	\$ 1,522,268	\$ -	\$ 1,522,268

RECAP FUND 403

Total Expenditures		\$ 182,881	\$ 1,522,268	\$ -	\$ 1,705,149
Total Revenues		\$ 182,881	\$ 1,522,268	\$ -	\$ 1,705,149

FUND 405 - MARINA FUND

EXPENDITURES

Marina

405-1006-543.32-00		\$ 100	\$ 114	\$ -	\$ 214
Accounting & Auditing					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
Total Expenditures		\$ 100	\$ 114	\$ -	\$ 214

REVENUE

405-0000-389.02-00		\$ -	\$ 114	\$ -	\$ 114
Carryover - Encumbrances					
Total Revenues		\$ -	\$ 114	\$ -	\$ 114

RECAP FUND 405

Total Expenditures		\$ 149,478	\$ 114	\$ -	\$ 149,592
Total Revenues		\$ 149,478	\$ 114	\$ -	\$ 149,592

FUND 406 -STORMWATER FUND

EXPENDITURES

Stormwater

406-4802-538.31-00		\$ 198,000	\$ 123,368	\$ -	\$ 321,368
Professional Services					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026			118,088		
Pent Grosse	SU1702		5,280		
			123,368		
406-4802-538.32-00		2,050	1,685	-	3,735
Accounting & Auditing					
To appropriate funds for FY 2025 encumbrances					
carried forward into FY 2026					
406-4802-538.63-00		3,650,000	1,281,808	170,000	4,761,808
Improvements O/T Building					

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
To appropriate funds for FY 2025 encumbrances carried forward into FY 2026					
Grandview Dr. Flooding Improvements	SU2302	29,339			
Pent St & Grosse Ave	SU2305	149,920			
Pent St & Grosse Ave	SU2504	4			
		179,263			
Pent/Grosse	SU2305	240,545			
Oleander Right of Way	SU2603	(170,000)			
Bayou Water Quality/Lincoln Pond	SU2606	862,000			
		932,545			
406-4802-538.64-00		-	90,000	-	90,000
Machinery & Equipment					
Stormwater Vehicle					
<u>Project Administration</u>		66,789	8,113	-	74,902
406-5001-538.12-00					
Regular Salaries & Wages					
Project Administrative Specialist					
406-5001-538.21-00		7,081	621	-	7,702
FICA					
Project Administrative Specialist					
406-5001-538.22-00		8,901	731	-	9,632
Retirement Contributions					
Project Administrative Specialist					
406-5001-538.23-00		16,515	1,475	-	17,990
Health & Life					
Project Administrative Specialist					
406-5001-538.24-00		444	14	-	458
Worker's Compensation					
Project Administrative Specialist					
Total Expenditures		\$ 3,949,780	\$ 1,507,815	\$ 170,000	\$ 5,287,595

REVENUE

406-0000-334.36-11	\$ -	\$ 750,000	\$ -	\$ 750,000
FDEP-Bayou Water Quality Grant				
406-0000-389.01-00	\$ -	\$ 283,499	\$ -	\$ 283,499
Carryover - Cash				
406-0000-389.02-00	\$ -	\$ 304,316	\$ -	\$ 304,316
Carryover - Encumbrances				
Total Revenues	\$ -	\$ 1,337,815	\$ -	\$ 1,337,815

RECAP FUND 406

Total Expenditures	\$ 7,339,965	\$ 1,507,815	\$ 170,000	\$ 8,677,780
Total Revenues	\$ 7,339,965	\$ 1,337,815	\$ -	\$ 8,677,780

FUND 407 - GOLF COURSE FUND

EXPENDITURES

<u>Golf Course</u>				
407-4902-572.32-00	\$ -	\$ 1,744	\$ -	\$ 1,744
Accounting & Auditing				

<u>Description</u>		<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
To appropriate funds for FY 2025 encumbrances carried forward into FY 2026					
407-4902-572.62-00		4,200,000	440,031	-	4,640,031
Buildings					
To appropriate funds for FY 2025 encumbrances carried forward into FY 2026					
Design for Clubhouse, Parking Lot	CR2506	440,031			
Total Expenditures		\$ 4,200,000	\$ 441,775	\$ -	\$ 4,641,775
<u>REVENUE</u>					
407-0000-389.02-00		\$ -	\$ 441,775	\$ -	\$ 441,775
Carryover - Encumbrances					
Total Revenues		\$ -	\$ 441,775	\$ -	\$ 441,775
<u>RECAP FUND 407</u>					
Total Expenditures		\$ 6,793,336	\$ 441,775	\$ -	\$ 7,235,111
Total Revenues		\$ 6,793,336	\$ 441,775	\$ -	\$ 7,235,111

FUND 408 - WATER IMPACT FUND

EXPENDITURES

Water Lines

408-4383-536.63-00		\$ -	\$ 1,225,758	\$ -	\$ 1,225,758
Improvements O/T Building					
To appropriate funds for FY 2025 encumbrances carried forward into FY 2026					
Alt 19 Bridge Watermain Improvements	WS2421	1,225,758			

Non-Departmental

408-8811-536.62-00		-	33,615	-	33,615
Buildings					
To appropriate funds for FY 2025 encumbrances carried forward into FY 2026					
New Collection Center Building	WS1961	33,615			
Total Expenditures		\$ -	\$ 1,259,373	\$ -	\$ 1,259,373

REVENUE

408-0000-389.02-00		-	1,259,373	-	1,259,373
Carryover - Encumbrances					
Total Revenues		\$ -	\$ 1,259,373	\$ -	\$ 1,259,373

RECAP FUND 408

Total Expenditures		\$ 990,000	\$ 1,259,373	\$ -	\$ 2,249,373
Total Revenue		\$ 990,000	\$ 1,259,373	\$ -	\$ 2,249,373

FUND 505 - VEHICLE MAINTENANCE FUND

EXPENDITURES

Vehicle Maintenance

505-4107-590.32-00		\$ 940	\$ 1,304	\$ -	\$ 2,244
Accounting & Auditing					
To appropriate funds for FY 2025 encumbrances					

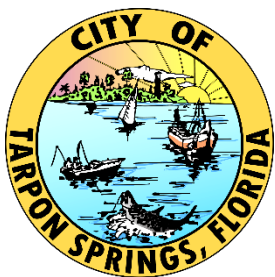
<u>Description</u>	<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised</u>
carried forward into FY 2026				
Total Expenditures	\$ 940	\$ 1,304	\$ -	\$ 2,244
<u>REVENUE</u>				
505-0000-389.02-00	\$ -	\$ 1,304	\$ -	\$ 1,304
Carryover - Encumbrances				
Total Revenues	\$ -	\$ 1,304	\$ -	\$ 1,304
<u>RECAP FUND 505</u>				
Total Expenditures	\$ 1,734,945	\$ 1,304	\$ -	\$ 1,736,249
Total Revenue	\$ 1,734,945	\$ 1,304	\$ -	\$ 1,736,249

FUND 510 - RISK MANAGEMENT FUND

<u>EXPENDITURES</u>				
<u>Risk Management</u>				
510-0504-513.32-00	\$ 1,000	\$ 1,244	\$ -	\$ 2,244
Accounting & Auditing				
To appropriate funds for FY 2025 encumbrances				
carried forward into FY 2026				
Total Expenditures	\$ 1,000	\$ 1,244	\$ -	\$ 2,244
<u>REVENUE</u>				
510-0000-389.02-00	\$ -	\$ 1,244	\$ -	\$ 1,244
Carryover - Encumbrances				
Total Revenues	\$ -	\$ 1,244	\$ -	\$ 1,244
<u>RECAP FUND 510</u>				
Total Expenditures	\$ 1,743,689	\$ 1,244	\$ -	\$ 1,744,933
Total Revenue	\$ 1,743,689	\$ 1,244	\$ -	\$ 1,744,933

RECAP - TOTAL CITY BUDGET

Total Expenditures	\$ 117,953,639	\$ 11,371,514	\$ 536,686	\$ 128,788,467
Total Revenues	\$ 117,953,639	\$ 10,834,828	\$ -	\$ 128,788,467



City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Charles Rudd, City Manager

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

From: Marco Villagomez, Solid Waste Supervisor

Date: Feb 4, 2026

Subject: Resolution to Designate Public Works Employees as First Responders

Recommendation:

The Public Works Department requests adoption of a resolution designating City of Tarpon Springs Public Works employees as first responders. This action formally recognizes the department's critical role in emergency preparedness, rapid response, recovery, and restoration operations during disasters and domestic incidents.

Background:

Public Works employees respond immediately during hurricanes, severe weather, and other emergencies by clearing roadways, restoring access, stabilizing essential services, and supporting recovery operations.

This resolution recognizes Public Works employees as frontline emergency responders and aligns with the Homeland Security Presidential Directive-5 (HSPD-5), in which the federal government recognizes the roles and responsibilities of state and local authorities in domestic incident management. The recommended designation and use of the Public Works First Responder symbol will help increase public awareness of the department's role in protecting the health, safety, and welfare of the City of Tarpon Springs and neighboring communities. We acknowledge and thank Commissioner DiDonato for bringing this forward to the City Manager.

RESOLUTION NO. 2026-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, DESIGNATING PUBLIC WORKS EMPLOYEES AS FIRST RESPONDERS AS FEDERALLY MANDATED BY THE PRESIDENT OF THE UNITED STATES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the American Public Works Association (APWA) is an international, nonprofit professional organization representing over 30,000 public works practitioners and advancing the public works profession through training, advocacy, and the sharing of best practices; and

WHEREAS, APWA has promoted a national Public Works First Responder symbol intended to increase awareness and recognition of the essential emergency response role performed by public works personnel; and

WHEREAS, On February 28, 2003, President George W. Bush issued Homeland Security Presidential Directive-5 (HSPD-5), titled *Management of Domestic Incidents*, in which the federal government recognizes the roles and responsibilities of State and local authorities in domestic incident management, including public works. Initial responsibility for managing domestic incidents generally falls on State and local authorities (HSPD-5 2003, para. 6); and

WHEREAS, the Public Works First Responder symbol incorporates widely recognized safety and work-zone visual cues including orange, black, and white evoking roadway and infrastructure operations and helping the public readily identify public works personnel engaged in response activities; and

WHEREAS, consistent and appropriate use of the symbol can help educate residents, community, elected officials, and partner agencies regarding the critical function public works serves in preparedness, response, recovery, and restoration operations, and the City intends to display the symbol, where appropriate, on public works-related assets and materials, including but not limited to vehicles, equipment, uniforms, protective gear, identification badges, City facilities, correspondence, and departmental workspaces; and

WHEREAS, City staff and the City Commission find that recognizing public works employees as first responders supports the health, safety, and welfare of the community by affirming the vital services public works provides during emergencies and disasters, often under hazardous conditions and time-sensitive constraints; and

WHEREAS, Public works employees for the City of Tarpon Springs have consistently demonstrated professionalism, readiness, and commitment in response and recovery efforts during significant incidents affecting the community, including severe weather like the 2024 hurricanes and emergency operations.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF
TARPON SPRINGS, FLORIDA:**

(1) That the employees of the Public Works Department are recognized as first responders and encourage businesses, organizations, community groups, and citizens to acknowledge the Public Works First Responder symbol and extend the courtesy and recognition provided to first responders of our community to these employees.

(2) This resolution shall become effective immediately upon adoption.

Homeland Security Presidential Directive-5

February 28, 2003

SUBJECT: Management of Domestic Incidents

Purpose

1. To enhance the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system.

Definitions

2. In this directive:
 - a. the term "Secretary" means the Secretary of Homeland Security.
 - b. the term "Federal departments and agencies" means those executive departments enumerated in 5 U.S.C. 101, together with the Department of Homeland Security; independent establishments as defined by 5 U.S.C. 104(1); government corporations as defined by 5 U.S.C. 103(1); and the United States Postal Service.
 - c. the terms "State," "local," and the "United States" when it is used in a geographical sense, have the same meanings as used in the Homeland Security Act of 2002, Public Law 107-296.

Policy

3. To prevent, prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies, the United States Government shall establish a single, comprehensive approach to domestic incident management. The objective of the United States Government is to ensure that all levels of government across the Nation have the capability to work efficiently and effectively together, using a national approach to domestic incident management. In these efforts, with regard to domestic incidents, the United States Government treats crisis management and consequence management as a single, integrated function, rather than as two separate functions.
4. The Secretary of Homeland Security is the principal Federal official for domestic incident management. Pursuant to the Homeland Security Act of 2002, the Secretary is responsible for coordinating Federal operations within the United States to prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies. The Secretary shall coordinate the Federal Government's resources utilized in response to or recovery from terrorist attacks, major disasters, or other emergencies if and when any one of the following four conditions applies: (1) a Federal department or agency acting under its own authority has requested the assistance of the Secretary; (2) the resources of State and local authorities are overwhelmed and Federal assistance has been requested by the appropriate State and local authorities; (3) more than one Federal department or agency has become substantially involved in responding to the incident; or (4) the Secretary has been directed to assume responsibility for managing the domestic incident by the President.

5. Nothing in this directive alters, or impedes the ability to carry out, the authorities of Federal departments and agencies to perform their responsibilities under law. All Federal departments and agencies shall cooperate with the Secretary in the Secretary's domestic incident management role.
6. The Federal Government recognizes the roles and responsibilities of State and local authorities in domestic incident management. Initial responsibility for managing domestic incidents generally falls on State and local authorities. The Federal Government will assist State and local authorities when their resources are overwhelmed, or when Federal interests are involved. The Secretary will coordinate with State and local governments to ensure adequate planning, equipment, training, and exercise activities. The Secretary will also provide assistance to State and local governments to develop all-hazards plans and capabilities, including those of greatest importance to the security of the United States, and will ensure that State, local, and Federal plans are compatible.
7. The Federal Government recognizes the role that the private and nongovernmental sectors play in preventing, preparing for, responding to, and recovering from terrorist attacks, major disasters, and other emergencies. The Secretary will coordinate with the private and nongovernmental sectors to ensure adequate planning, equipment, training, and exercise activities and to promote partnerships to address incident management capabilities.
8. The Attorney General has lead responsibility for criminal investigations of terrorist acts or terrorist threats by individuals or groups inside the United States, or directed at United States citizens or institutions abroad, where such acts are within the Federal criminal jurisdiction of the United States, as well as for related intelligence collection activities within the United States, subject to the National Security Act of 1947 and other applicable law, Executive Order 12333, and Attorney General-approved procedures pursuant to that Executive Order. Generally acting through the Federal Bureau of Investigation, the Attorney General, in cooperation with other Federal departments and agencies engaged in activities to protect our national security, shall also coordinate the activities of the other members of the law enforcement community to detect, prevent, preempt, and disrupt terrorist attacks against the United States. Following a terrorist threat or an actual incident that falls within the criminal jurisdiction of the United States, the full capabilities of the United States shall be dedicated, consistent with United States law and with activities of other Federal departments and agencies to protect our national security, to assisting the Attorney General to identify the perpetrators and bring them to justice. The Attorney General and the Secretary shall establish appropriate relationships and mechanisms for cooperation and coordination between their two departments.
9. Nothing in this directive impairs or otherwise affects the authority of the Secretary of Defense over the Department of Defense, including the chain of command for military forces from the President as Commander in Chief, to the Secretary of Defense, to the commander of military forces, or military command and control procedures. The Secretary of Defense shall provide military support to civil authorities for domestic incidents as directed by the President or when consistent with military readiness and appropriate under the circumstances and the law. The Secretary of Defense shall retain

command of military forces providing civil support. The Secretary of Defense and the Secretary shall establish appropriate relationships and mechanisms for cooperation and coordination between their two departments.

10. The Secretary of State has the responsibility, consistent with other United States Government activities to protect our national security, to coordinate international activities related to the prevention, preparation, response, and recovery from a domestic incident, and for the protection of United States citizens and United States interests overseas. The Secretary of State and the Secretary shall establish appropriate relationships and mechanisms for cooperation and coordination between their two departments.
11. The Assistant to the President for Homeland Security and the Assistant to the President for National Security Affairs shall be responsible for interagency policy coordination on domestic and international incident management, respectively, as directed by the President. The Assistant to the President for Homeland Security and the Assistant to the President for National Security Affairs shall work together to ensure that the United States domestic and international incident management efforts are seamlessly united.
12. The Secretary shall ensure that, as appropriate, information related to domestic incidents is gathered and provided to the public, the private sector, State and local authorities, Federal departments and agencies, and, generally through the Assistant to the President for Homeland Security, to the President. The Secretary shall provide standardized, quantitative reports to the Assistant to the President for Homeland Security on the readiness and preparedness of the Nation -- at all levels of government -- to prevent, prepare for, respond to, and recover from domestic incidents.
13. Nothing in this directive shall be construed to grant to any Assistant to the President any authority to issue orders to Federal departments and agencies, their officers, or their employees.

Tasking

14. The heads of all Federal departments and agencies are directed to provide their full and prompt cooperation, resources, and support, as appropriate and consistent with their own responsibilities for protecting our national security, to the Secretary, the Attorney General, the Secretary of Defense, and the Secretary of State in the exercise of the individual leadership responsibilities and missions assigned in paragraphs (4), (8), (9), and (10), respectively, above.
15. The Secretary shall develop, submit for review to the Homeland Security Council, and administer a National Incident Management System (NIMS). This system will provide a consistent nationwide approach for Federal, State, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command

system; multi-agency coordination systems; unified command; training; identification and management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

16. The Secretary shall develop, submit for review to the Homeland Security Council, and administer a National Response Plan (NRP). The Secretary shall consult with appropriate Assistants to the President (including the Assistant to the President for Economic Policy) and the Director of the Office of Science and Technology Policy, and other such Federal officials as may be appropriate, in developing and implementing the NRP. This plan shall integrate Federal Government domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan. The NRP shall be unclassified. If certain operational aspects require classification, they shall be included in classified annexes to the NRP.

- a. The NRP, using the NIMS, shall, with regard to response to domestic incidents, provide the structure and mechanisms for national level policy and operational direction for Federal support to State and local incident managers and for exercising direct Federal authorities and responsibilities, as appropriate.
- b. The NRP will include protocols for operating under different threats or threat levels; incorporation of existing Federal emergency and incident management plans (with appropriate modifications and revisions) as either integrated components of the NRP or as supporting operational plans; and additional operational plans or annexes, as appropriate, including public affairs and intergovernmental communications.
- c. The NRP will include a consistent approach to reporting incidents, providing assessments, and making recommendations to the President, the Secretary, and the Homeland Security Council.
- d. The NRP will include rigorous requirements for continuous improvements from testing, exercising, experience with incidents, and new information and technologies.

17. The Secretary shall:

- a. By April 1, 2003, (1) develop and publish an initial version of the NRP, in consultation with other Federal departments and agencies; and (2) provide the Assistant to the President for Homeland Security with a plan for full development and implementation of the NRP.
- b. By June 1, 2003, (1) in consultation with Federal departments and agencies and with State and local governments, develop a national system of standards, guidelines, and protocols to implement the NIMS; and (2) establish a mechanism for ensuring ongoing management and maintenance of the NIMS, including regular consultation with other Federal departments and agencies and with State and local governments.
- c. By September 1, 2003, in consultation with Federal departments and agencies and the Assistant to the President for Homeland Security, review existing authorities

and regulations and prepare recommendations for the President on revisions necessary to implement fully the NRP.

18. The heads of Federal departments and agencies shall adopt the NIMS within their departments and agencies and shall provide support and assistance to the Secretary in the development and maintenance of the NIMS. All Federal departments and agencies will use the NIMS in their domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation activities, as well as those actions taken in support of State or local entities. The heads of Federal departments and agencies shall participate in the NRP, shall assist and support the Secretary in the development and maintenance of the NRP, and shall participate in and use domestic incident reporting systems and protocols established by the Secretary.
19. The head of each Federal department and agency shall:
 - a. By June 1, 2003, make initial revisions to existing plans in accordance with the initial version of the NRP.
 - b. By August 1, 2003, submit a plan to adopt and implement the NIMS to the Secretary and the Assistant to the President for Homeland Security. The Assistant to the President for Homeland Security shall advise the President on whether such plans effectively implement the NIMS.
20. Beginning in Fiscal Year 2005, Federal departments and agencies shall make adoption of the NIMS a requirement, to the extent permitted by law, for providing Federal preparedness assistance through grants, contracts, or other activities. The Secretary shall develop standards and guidelines for determining whether a State or local entity has adopted the NIMS.

Technical and Conforming Amendments to National Security Presidential Directive-1 (NSPD-1)

21. NSPD-1 ("Organization of the National Security Council System") is amended by replacing the fifth sentence of the third paragraph on the first page with the following: "The Attorney General, the Secretary of Homeland Security, and the Director of the Office of Management and Budget shall be invited to attend meetings pertaining to their responsibilities."

Technical and Conforming Amendments to National Security Presidential Directive-8 (NSPD-8)

22. NSPD-8 ("National Director and Deputy National Security Advisor for Combating Terrorism") is amended by striking "and the Office of Homeland Security," on page 4, and inserting "the Department of Homeland Security, and the Homeland Security Council" in lieu thereof.

Technical and Conforming Amendments to Homeland Security Presidential Directive-2 (HSPD-2)

23. HSPD-2 ("Combating Terrorism Through Immigration Policies") is amended as follows:

- a. striking "the Commissioner of the Immigration and Naturalization Service (INS)" in the second sentence of the second paragraph in section 1, and inserting "the Secretary of Homeland Security" in lieu thereof ;
- b. striking "the INS," in the third paragraph in section 1, and inserting "the Department of Homeland Security" in lieu thereof;
- c. inserting ", the Secretary of Homeland Security," after "The Attorney General" in the fourth paragraph in section 1;
- d. inserting ", the Secretary of Homeland Security," after "the Attorney General" in the fifth paragraph in section 1;
- e. striking "the INS and the Customs Service" in the first sentence of the first paragraph of section 2, and inserting "the Department of Homeland Security" in lieu thereof;
- f. striking "Customs and INS" in the first sentence of the second paragraph of section 2, and inserting "the Department of Homeland Security" in lieu thereof;
- g. striking "the two agencies" in the second sentence of the second paragraph of section 2, and inserting "the Department of Homeland Security" in lieu thereof;
- h. striking "the Secretary of the Treasury" wherever it appears in section 2, and inserting "the Secretary of Homeland Security" in lieu thereof;
- i. inserting ", the Secretary of Homeland Security," after "The Secretary of State" wherever the latter appears in section 3;
- j. inserting ", the Department of Homeland Security," after "the Department of State," in the second sentence in the third paragraph in section 3;
- k. inserting "the Secretary of Homeland Security," after "the Secretary of State," in the first sentence of the fifth paragraph of section 3;
- l. striking "INS" in the first sentence of the sixth paragraph of section 3, and inserting "Department of Homeland Security" in lieu thereof;
- m. striking "the Treasury" wherever it appears in section 4 and inserting "Homeland Security" in lieu thereof;
- n. inserting ", the Secretary of Homeland Security," after "the Attorney General" in the first sentence in section 5; and
- o. inserting ", Homeland Security" after "State" in the first sentence of section 6.

Technical and Conforming Amendments to Homeland Security Presidential Directive-3 (HSPD-3)

24. The Homeland Security Act of 2002 assigned the responsibility for administering the Homeland Security Advisory System to the Secretary of Homeland Security. Accordingly, HSPD-3 of March 11, 2002 ("Homeland Security Advisory System") is amended as follows:

- a. replacing the third sentence of the second paragraph entitled "Homeland Security Advisory System" with "Except in exigent circumstances, the Secretary of Homeland Security shall seek the views of the Attorney General, and any other federal agency heads the Secretary deems appropriate, including other members of the Homeland Security Council, on the Threat Condition to be assigned."

- b. inserting "At the request of the Secretary of Homeland Security, the Department of Justice shall permit and facilitate the use of delivery systems administered or managed by the Department of Justice for the purposes of delivering threat information pursuant to the Homeland Security Advisory System." as a new paragraph after the fifth paragraph of the section entitled "Homeland Security Advisory System."
- c. inserting ", the Secretary of Homeland Security" after "The Director of Central Intelligence" in the first sentence of the seventh paragraph of the section entitled "Homeland Security Advisory System".
- d. striking "Attorney General" wherever it appears (except in the sentences referred to in subsections (a) and (c) above), and inserting "the Secretary of Homeland Security" in lieu thereof; and
- e. striking the section entitled "Comment and Review Periods."

PUBLIC WORKS

FIRST RESPONDER



Public Services Department

Memorandum

Date: February 6, 2026
To: Honorable Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Thomas Kiger, Public Services Director
Subject: Impact Fee Incentive Program

Recommendation

Approve a one-time incentive program utilizing reduced water and sewer impact fees to incentivize expedient connection of existing residences and structures to City utility service via adoption of Resolution 2026-12.

Background

Impact Fees are one-time charges assessed to the new commercial and residential connections to reimburse utility systems for infrastructure required to supply water and collect, treat, and dispose of wastewater from these new commercial and residential connections. Impact fees are based on the cost of water and sewer capital infrastructure construction, and are designed to help ensure that the costs of infrastructure for new growth are born by development, rather than existing rate payers and residents.

The City adopted updated impact fees in October 2025, which became effective January 1, 2026, with the intent to reduce the cost of new infrastructure for new growth to existing residents, and reduce the need for utility rate increases. There exist a small number of legacy built lots with septic tanks that currently have sewer service available. In the interest of incentivizing expedient connection to sewer service for public health and water quality benefits, staff propose this one-time incentive program. This will also help to ensure that existing residents that have utility service available can expediently connect at a more affordable cost. This will also help ensure that customers associated with City-initiated septic to sewer projects are not negatively affected by the increase in impact fees, particularly after the City provided an emergency extension to sewer connection requirements due to hurricane impacts last year. Although the City has not researched specific instances of non-connected water service where existing water service is available, staff also propose to include a similar incentive for water connection for existing residents and structures as a good-will incentive for connection. These incentives will apply only to existing construction to primarily benefit existing residents, and the incentives will operate on a sliding scale until April 2027 to further incentivize expedient connection to City service. The reduced fees will be retroactive to January 1, 2026, to ensure no residents are accidentally omitted due to the timing of Resolution adoption.

The cost of this program could range from \$200,000 to \$500,000 in reduced impact fee collection, depending on timeliness and level of participation. This will be partially offset by an increase in revenues to the water and sewer enterprise fund (potentially up to \$100,000 in one year) via collection of additional revenue from new sewer service.

RESOLUTION 2026-12

A RESOLUTION OF THE CITY OF TARPON SPRINGS, FLORIDA CREATING A ONE-TIME INCENTIVE PROGRAM FOR CONNECTION OF EXISTING RESIDENTS AND LEGACY PROPERTIES TO CITY UTILITY SERVICE.

WHEREAS, the City strives to balance customer affordability, the financial health of the water and sewer utility, and the need to manage growth; and

WHEREAS, impact fees (connection charges) are one-time charges assessed to new commercial and residential connections to reimburse utility systems for infrastructure required to supply water and connect, treat, and dispose of wastewater from these new commercial and residential connections; and

WHEREAS, impact fees were updated in October 2025 and implemented on January 1, 2026 to help ensure that the infrastructure costs for new growth are borne by development and not existing residents; and

WHEREAS, there are a small number of legacy residences that have not connected to City sewer or water service despite these services being available;

WHEREAS, utility staff and the Board desire to incentivize timely connection to City utilities;

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. A one-time water and sewer connection fee incentive program is created for existing structures and residences:

- (a) The sewer impact fee for each single-family residential unit (ERU) for existing residences and structures converting from onsite septic tanks to City sewer service shall be as follows:
 - a. January 1, 2026 to September 30, 2026: \$1,570.00
 - b. October 1, 2026 to December 31, 2026: \$3944.00 (50% of the adopted fee)
 - c. January 1, 2027 to March 31, 2027: \$5916.00 (75% of the adopted fee)
 - d. On April 1, 2027, this program expires and all sewer connection fees shall be as adopted by City Ordinance.
- (b) The water impact fee for each single-family residential unit (ERU) for existing residences and structures connecting to City water service for the first time shall be as follows:
 - a. January 1, 2026 to September 30, 2026: \$2,253.00
 - b. October 1, 2026 to December 31, 2026: \$2316.00 (50% of the adopted fee)
 - c. January 1, 2027 to March 31, 2027: \$3474.00 (75% of the adopted fee)
 - d. On April 1, 2027, this program expires and all water connection fees shall be as adopted by City Ordinance.
- (c) This program only applies to residential and commercial structures and properties within the City utility service area that were constructed and received a certificate of occupancy prior to October 1, 2025.

- (d) It is the intent of this program to incentivize connection of existing residences and structures to City utility service where available, not to subsidize the cost of new construction or redevelopment. Any redevelopment of previously built parcels that results in an increase in ERUs will not be eligible for this program.
- (e) The reduced impact fees shall be based on the date of the initial application with the City for the applicable City permits.
- (f) All connections to City utility service must be fully permitted and legal to be eligible for this program. Current or previous illegal connections are not eligible.
- (g) New connections otherwise eligible for this program and established between January 1, 2026 and the adoption of this resolution shall be eligible for the incentivized fees and a credit may be issued by the City upon request of the customer.