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, MAY 7, 2024
6:00 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION by Rabbi Matt Berger

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Peace Officers Memorial Day and Police Week **(Mayor Vatikiotis)**
2. Provider Appreciation Day **(Mayor Vatikiotis)**
3. National Maritime Day **(Mayor Vatikiotis)**
4. Jewish American Heritage Month **(Vice Mayor Eisner)**
5. National Safe Boating Week **(Vice Mayor Eisner)**
6. Economic Development Week **(Commissioner Koulias)**
7. Building Safety Month **(Commissioner Koulias)**
8. National Public Works Week **(Commissioner Koulianos)**
9. Asian American Month **(Commissioner Koulianos)**
10. Professional Municipal Clerks Week **(Commissioner DiDonato)**
11. Public Services Recognition Week **(Commissioner DiDonato)**

PUBLIC COMMENTS

CONSENT AGENDA

12. Attorney's Fees: Johnson Jackson PLLC Invoice# 12706
13. Award File No. 240104-C-PH, Paving of Riverside Field and Wideview Avenue Utilizing City of St. Cloud Contract No. 2021-162, Alternative Paving Methods
14. Award File No. 240085-B-PH, Golf Cart Leasing

15. Award File No. 240099-C-PH, Pipe Lining of Castleworks Lane Utilizing Volusia County Contract No. 22-B-41HO, Pipe Lining and Rehabilitation of Stormwater Structures
16. Approve FDEP Grant LPA0395 MLK/South Spring Boulevard Flooding Abatement and Intersection Safety Improvements Project
17. Amend File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, Utilizing National Cooperative Purchasing Alliance (now Omnia Partners) Contract No. 02-123
18. Increase File No. 240046-C-PH, Purchase of KorKat Shelters Utilizing Manatee County School District ITB 21-0053-MR, Park and Playground Equipment
19. Increase File No. 240005-N-PH, Single Source Purchase of Aquatech and Bucher Original Equipment Manufacturer (OEM) Parts and Service
20. Award File No. 240113-C-AS, NetMotion Wireless VPN Annual License Subscriptions

SPECIAL CONSENT AGENDA

21. Award File No. 240055-B-AS, Utility Rehabilitation and Construction Services
22. Direction on 2040 Comprehensive Plan Update and Adoption
23. Award File No. 240105-B-JL, Anclote River Dredge Material Management Area (DMMA) Site Grading
24. Direction on Purchase of Spoil Site (Stamas Property)
25. Code Enforcement Settlement - 604 S. Pinellas Avenue
26. Code Enforcement Settlement - 1606 Seabreeze Drive

ORDINANCES AND RESOLUTIONS

27. **Resolution 2024-14** Sister Cities Relationship with Island of Aegina, Greece
    a. Resolution 2024-14
    b. Authorize Gifts for Aegina and Hydra Mayors
    c. Authorize Travel Expenses for Aegina and Hydra related to Sister Cities Trip

BOARD AND STAFF COMMENTS

ADJOURNMENT

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, Police Officers of the Tarpon Springs Police Department stand watch over our citizens, selflessly risking their lives to protect individuals, families, neighborhoods, and properties against crimes; and

WHEREAS, May 15, 2024 is observed nationally as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty; and

WHEREAS, across the Nation, Police Week, the calendar week in which May 15th falls is observed with ceremonies to honor law enforcement officers who sacrificed their lives and well-being in the line of duty; and

WHEREAS, it is important that we acknowledge and honor the heroism of all our law enforcement officers, and I encourage all citizens to express their deep appreciation to the men and women who risk their lives to guard and protect us, and to remember those that are no longer with us.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim

May 15, 2024 as ***Peace Officers Memorial Day***

and May 12-18, 2024 as ***Police Week***

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 7th day of May 2024.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, the City of Tarpon Springs places the highest priority on the well-being of and development of its children, and recognize that investing in them through resources for quality childcare and early childhood education provides them with a strong foundation for years of learning as young students and for their growth into adulthood; and

WHEREAS, childcare providers offer nurturing environments that are fundamental to the healthy development and early learning of our youngest citizens, thereby laying the groundwork for future academic success and lifelong well-being; and

WHEREAS, the availability of quality childcare is indispensable for enabling Tarpon Spring's parents and guardians to engage in the workforce with peace of mind, knowing their children are in safe and supportive care; and

WHEREAS, the City of Tarpon Springs recognizes the work of childcare providers in the vital role they play for so many families in our community; R'Club Child Care, Wheelchairs 4 Kids, Cops 'n Kids, Gospel Train Preschool, Boys & Girls Club, Union Academy Family Center, Head Start Program, Lake Tarpon Learning Center, Christian Way Academy, YMCA of the Suncoast, St. Ignatius Childhood Center, St. Nicholas Preschool and more; and

WHEREAS, the Mayor and Board of Commissioners are honored to acknowledge the work of Lynne Tucker, Strategic Initiatives Director for R'Club Child Care Centers, and all child service providers for their dedication, commitment, and compassion in helping to raise our children.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim Friday, May 10, 2024 as

Provider Appreciation Day

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 7th day of May 2024.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, on National Maritime Day, the City of Tarpon Springs honors the dedicated merchant mariners; and

WHEREAS, May 22nd is recognized annually as National Maritime Day for the economic service that merchant and commercial mariners and the longshoremen of their seaports provide our state and nation along with security and marine transportation; and

WHEREAS, the Merchant Marines and our Nation's commercial seaports play a vital role in moving goods that are produced around the United States and the world, providing jobs and economic benefits to our country, and serve as the eyes and ears of America at sea, helping protect our homeland; and

WHEREAS, Maritime Day in Florida is an opportunity to honor the men and women who serve in the United States Merchant Marines and our nations seaports, as well as to remember the many mariners who lost their lives serving our great nation; and

WHEREAS, the City of Tarpon Springs acknowledges the benefits that the maritime industry provides as well as the people who are part of that industry.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim May 22, 2024, as

National Maritime Day

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 7th day of May 2024.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, Jewish immigrants to America, ever since their first arrival to our shores in the 16th century, have played a central role in the creation, growth, freedom, prosperity, and strength of the United States of America; and

WHEREAS, this month, the City of Tarpon Springs joins Americans of all backgrounds in celebrating the foundational contributions of Jewish Americans to the fabric of our nation; and

WHEREAS, we recognize the enduring faith, perseverance, and resilience of the Jewish people and lift up the many ways that Jewish Americans enrich our culture, politics, civil society, and countless other areas; and

WHEREAS, as we celebrate these accomplishments, we must also recognize the bigotry and violence that Jews have faced throughout history, and that shamefully persist to this day; and

WHEREAS, we will continue to lead the fight to confront racial, ethnic, and religious hate across our society with education and empathy; and

WHEREAS, this Jewish American Heritage Month, let us pay tribute to the many and varied contributions of the Jewish people to our community and celebrate our common commitment to pluralism, cultural diversity, and religious freedom.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the month of May 2024 as

Jewish American Heritage Month

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 7th day of May 2024.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these fatalities are from drowning; and

WHEREAS, the vast majority of these accidents are reported to be caused by human error or poor judgement and not by the boat, equipment, or environmental factors; and

WHEREAS, safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 83 percent of boating fatalities; and

WHEREAS, through basic boating safety procedures; carrying emergency distress and communication equipment, attending safe boating courses, and wearing life jackets can ensure boaters stay safe throughout the year; and

WHEREAS, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters, the City of Tarpon Springs recognizes the support of Tarpon Springs Flotilla 11-9 of the Coast Guard Auxiliary and our federal, state, and local safe boating partners in their effort to educate the public and promote safe boating.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the week of May 18-24, 2024 as

NATIONAL SAFE BOATING WEEK

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 7th day of May 2024.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, the City of Tarpon Springs Economic Development Office has been promoting economic well-being and quality of life for our community by creating, retaining, and expanding quality jobs that facilitate economic growth and provide a stable tax base; and

WHEREAS, Economic Development stimulates entrepreneurism for new businesses and supports existing business with assistance and resources; and

WHEREAS, Tarpon Springs Economic Development Office is dedicated to setting the stage for success for economic development as well as re-development through its Economic Development Strategic Plan; and

WHEREAS, the Mayor and Board of Commissioners further commends the work done by Karen Lemmons, Economic Development Director, for her hard work and dedication in promoting economic development projects and administering economic development activities in the city; and

WHEREAS, the City of Tarpon Springs reminds its residents of the importance of these initiatives in expanding career opportunities, improving quality of life, and encouraging economic growth through an environmentally responsible and community building approach.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the week of May 6-10, 2024 as

Economic Development Week

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 7th day of May 2024.

_____ _____

City Clerk & Collector *Mayor*

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, the City of Tarpon Springs is committed to recognizing that our economic growth and strength depends on the safety and essential role our homes, buildings, and infrastructure play, both in everyday life and when disaster strikes; and

WHEREAS, our confidence in the resilience of buildings and structures in our community is achieved through the devotion of building officials, engineers, contractors, laborers, and tradespeople, who work year-round to ensure the safety of buildings; and

WHEREAS, government building professionals are dedicated members who are licensees of the Florida Department of Business and Professional Regulation, and who are experts in implementing the highest quality codes to protect us in the buildings where we live, learn, work and play; and

WHEREAS, each year Building Safety Month reminds the public about the essential role of our communities' largely unknown protectors of public safety - our local code officials and their commitment to safety in our community; and

WHEREAS, it is most appropriate to recognize the hard work, dedication, and expertise of our Building Official David Gilson and Staff who work hard to improve the safety of our community. We extend appreciation for the enormous value we receive every day from the Building Department.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the month of May 2024 as

Building Safety Month

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 7th day of May 2024.

_____ _____

City Clerk & Collector *Mayor*

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, Public Works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, quality of life and well-being of the people of the City of Tarpon Springs; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are managers, engineers, and employee specialists at all levels of government; and

WHEREAS, it is in the public interest for the citizens in the City of Tarpon Springs to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in our community; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association; and

WHEREAS, the City of Tarpon Springs encourages our citizens to show their appreciation to our Public Works Director, Tom Funcheon, and Staff for the substantial contributions they make to preserving our health, safety, and quality of life.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the week of May 19-25, 2024 as

National Public Works Week

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 7th day of May 2024.

_____ _____

City Clerk & Collector *Mayor*

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, the month of May is designated as Asian American Heritage Month to recognize the contributions, vibrant culture, and rich heritage of Asian Americans; and

WHEREAS, Asian American Heritage Month is observed in the United States to recognize the numerous contributions made by Asian Americans to our Nation; and

WHEREAS, the City of Tarpon Springs values the contributions that our Asian American community members make to the city's social, economic, public service, physical, and cultural well-being; and

WHEREAS, the City of Tarpon Springs joins our nation in honoring Asian American communities who – for generations – have helped build our Nation's infrastructure and create a richly diverse and robust society; and

WHEREAS, diversity represents one of our greatest strengths, and by recognizing the contributions and accomplishments of Asian American men and women, we celebrate the importance of inclusion to building a brighter future for all our citizens.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the month of May 2024 as

Asian American Heritage Month

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 7th day of May 2024.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, the Office of the Professional Municipal Clerk, a time honored, and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Professional Municipal Clerk provides a common link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, the Professional Municipal Clerk serves as the information center on functions of local government; and

WHEREAS, the Mayor and Board of Commissioners commend our City Clerk Irene Jacobs, Deputy City Clerk Michele Manousos, and Staff for demonstrating outstanding service and commitment to our municipality; and

WHEREAS, it is most appropriate to recognize the accomplishments of the Professional Municipal Clerk and extend our appreciation for the ongoing dedication to the City of Tarpon Springs.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the week of May 5 through May 11, 2024 as the 55th Anniversary of

Professional Municipal Clerks Week

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 7th day of May 2024.

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Costa S. Vatikiotis
Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, during Public Services Recognition Week, the City of Tarpon Springs recognizes all public services employees that make significant contributions to our residents and our community; and

WHEREAS, public services infrastructure can be found overhead, in the ground and all around us; we are able to have clean water, safe streets, and livable communities because of public services; and

WHEREAS, public services provided in our community are an integral part of our citizens' everyday lives with our Golf Course, RO Plant, Recreation, Cemetery, Sustainability and Utilities Maintenance; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of the Public Services Department who understand the importance of the work they perform; and

WHEREAS, the Mayor and Board of Commissioners further commends the work done by Thomas Kiger, Public Services Director and staff for their hard work and dedication in improving the quality of life for our residents.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the week of May 5-11, 2024 as

Public Services Week

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 7th day of May 2024.

City Clerk & Collector

Mayor

JOHNSON JACKSON PLLC
EMPLOYMENT DEFENSE COUNSEL | TRUSTED ADVICE. STRATEGIC DEFENSE.

INVOICE

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

Invoice #: 12706
Date: 04-10-2024
Due On: 05-10-2024

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

Matter Number:0010.0001 City of Tarpon Springs/General

Services

Date	TK	Description	Hours	Rate	Total
03-04-24	EGJ	Prepare correspondence to Mark LeCouris	0.10	225.00	$22.50
03-04-24	OD	Discuss and draft letter of no action in personnel action.	0.50	225.00	$112.50
03-04-24	EGJ	Review Name Clearing letter; prepare correspondence to Mark LeCouris	0.40	225.00	$90.00
03-05-24	KSH	Prepare audit request response to Mauldin & Jenkins.	0.50	100.00	$50.00
03-20-24	ENH	Analysis of Fair Credit Reporting Act requirements.	0.30	225.00	$67.50
03-21-24	EGJ	Phone conference with Jane Kniffen regarding employment matter; review public records request	0.40	225.00	$90.00
03-22-24	OD	Analyze caselaw on public records law.	2.00	225.00	$450.00
03-22-24	OD	Analyze interpretive guidance on public records requests.	1.50	225.00	$337.50
03-22-24	EGJ	Phone conferences with Jane Kniffen regarding employment matter; analyze applicable legal guidance as it pertains to employment matter	1.70	225.00	$382.50
03-27-24	EGJ	Phone call with Jane Kniffen regarding labor matter	0.20	225.00	$45.00
03-28-24	EGJ	Phone conference with Jane Kniffen; review and revise correspondence related to employment matter	0.70	225.00	$157.50

Services Subtotal: $1,805.00

Expenses

03-31-24	3/31 - Westlaw Research	1.00	70.45	$70.45

Expenses Subtotal: $70.45

Subtotal:	$1,875.45
Total Invoice Due:	$1,875.45
Payment	$0.00

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

Board of Commissioners

Memorandum

Date: May 7, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 240104-C-PH, Paving of Riverside Field and Wideview Avenue Utilizing City of St. Cloud Contract No. 2021-162, Alternative Paving Methods

Recommendation

Award File No. 240104-C-PH, Paving of Riverside Field and Wideview Avenue utilizing City of St. Cloud Contract No. 2021-162, Alternative Paving Methods, with Asphalt Paving Systems for the period of April 16, 2024 through February 9, 2025 at an estimated amount of $38,260.20 for the Public Works Department – Streets and Stormwater Division.

Background

The purpose of this contract is to have chip seal paving work done at Riverside Field and Wideview Avenue. This will limit the dust issues on Wideview Avenue and improve the parking surfaces at Riverside Field and tennis courts (see attached memo).

Funding

The funding source is the Capital Project Fund – Road Program, account No. 301-8402-541.63, Project TR2302.

Strategic Plan Objective

N/A

DATE: 12/8/2023

TO: Anthony "Tony" Mannello, Streets & Stormwater Supervisor
City of Tarpon Springs
324 E Pine Street
Tarpon Springs, FL 34688
727-942-5606

FROM: Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-892-0056

RE: Project proposal
D Chip Seal

Product	Description	Units	Quantity	Unit Price	Total Price
	Piggyback City of St Cloud Contract				
S-13	Double Chip Seal #67 & $89 stone	SY	4,092.00	$ 6.50	$ 26,598.00
1.00	Mobilization	%	5%	$ 34,782.00	$ 1,739.10
3.00	Maintenance of Traffic	%	5%	$ 34,782.00	$ 1,739.10
S-27	Fog Seal	SY	4,092.00	$ 1.00	$ 4,092.00
S-27	Prime and Sand	SY	4,092.00	$ 1.00	$ 4,092.00
*	City will grade, compact & prep road base to prime and sand				
*	Road and park close together				
*	ALL QUANTITIES NEED TO BE FIELD MEASURED				
*	To be done when in St Pete or Largo				
				Total	$ 38,260.20

Respectfully Submitted,

Randy D. Shane

Asphalt Paving Systems, Inc.
Zephyrhills, Florida
c: 813-892-0056
e: rd.shane@hotmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Public Works Department
Office of the Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: April 16, 2024.

Subject: Approval of Additional Paving, Riverside Field & Wideview Ave.

RECOMMENDATION

The Public Works Department recommends that the Mayor and Board of Commissioners approve chip seal paving for the Riverside Field and Wideview Avenue utilizing Contract No. 240104-C-PH, Alternative Paving Methods.

Background:

The Public Works Department completed its bi-annual repaving projects in the fall of 2023. As part of the Annual Street Repaving Program, we are preparing to do chip seal paving at Riverside Field and Wideview Avenue. This will limit dust issues on Wideview Avenue and improve the parking surface at Riverside Fields and tennis courts. Our paving quote for this project is less than the remaining budgeted amount of $47,410.

The funding source is the Capital Project Fund – Road Program, acct # 301-8402-541.63, project # TR2302.

Board of Commissioners

Memorandum

Date: May 7, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 240085-B-PH, Golf Cart Leasing

Recommendation

Award File No. 240085-B-PH, Golf Cart Leasing, to Club Car, LLC for the period of November 1, 2024 through October 31, 2029 in an estimated annual amount of $116,280.00 for the Public Services Department – Golf Course.

Background

The purpose of this lease agreement is to provide seventy-five (75) general use golf carts, one (1) beverage cart and two (2) utility carts (one of which is to be used at Cycadia Cemetery) for use at the Tarpon Springs Golf Course for a period of sixty (60) months (see attached memo).

On April 5, 2024, Procurement Services issued ITB No. 240085-B-PH for Golf Cart Leasing. This contract was competitively bid, broadcast to 150 suppliers, and the City received three (3) responses.

Funding

407-4902-572-4400 / Golf Course

Strategic Plan Objective

N/A

Tabulation of Bids

For

Bid No. 240085-B-PH

Golf Cart Leasing

Wednesday, April 24, 2024 @ 3:00 p.m.

Company	**Total Cost**
Club Car, LLC Evans, GA	$581,400.00
Textron E-Z-GO, LLC Augusta, GA	$619,245.00
Golf Automation, Inc. Las Vegas, NV	$877,500.00

Broadcast: 150 Planholders: 10 Responses: 3

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

Public Services Department

Thomas Kiger
Public Services Director

Memorandum

Date: April 30, 2024

To: Janina Lewis**,** Procurement Services Director

Through: Thomas Kiger, Public Services Director

From: Howard Hunt, Golf Course Manager

Subject: Award Bid #240085-B-PH
Golf Cart Lease for Golf Course

Recommendation

The golf course recommends awarding the 60 month lease for the golf course golf cart fleet to Club Car Corporation. The yearly amount of the lease is $116,280.00 for a total of $581,400.00 over the five years.

Background

Procurement did an extensive bidding process for our next fleet of golf carts and Club Car Corp. was the low bidder by a substantial amount. Club Car Corporation has been providing golf carts to golf courses since 1958 and is highly regarded within the industry. This fleet of cars will have the new Lithium ION battery technology, which should save us on electricity and maintenance costs as well.

Funding

Funding for this lease will be from rentals and leases account 407-4902-572-44-00.

BID FORM

BID No. 240085-B-PH

GOLF CART LEASING

BIDDER Club Car, 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):

Date	Number	Date	Number
4/5/2024	240085-B-PH		
4/16/2024	Addendum No. 1		

   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.

Club Car

Golf Cart Leasing Services
Bid # 240085-B-PH
The City Of Tarpon Springs, FL
Tarpon Springs Golf Course
Tarpon Springs, FL

Presented by:
George Henry
Club Car, LLC
Territory Manager
26994 Evergreen Chase Drive
Wesley Chapel, FL 33544
George.Henry@clubcar.com
470-235-0336



Club Car

PROPOSAL

Golf Cart Leasing Services
Bid # 240085-B-PH
Table of Contents

- Pages 1-2 – Title Page and Table of Contents
- Pages 3-5 - Company Profile , Letter and Club Car, LLC Industry Partners
- Pages 6-12 - Tempo Lithium-Ion Golf Car and Lithium-Ion Battery Product Information
- Page 13 – 2025 Tempo Lithium-Ion Proposed Golf Car Specs
- Pages 14 – 15 – 2025 Carryall Café Express Overview and 2025 Café Express Specs
- Pages 16-17 – 2025 Carryall 500 Driving Range Overview and 2025 CA Driving Range Specs
- Pages 18 – 19- 2025 Tempo 2+2 Gas Vehicle Overview and 2025 Tempo 2+2 Specs
- Pages 20-21- 60 Month Fair Market Value Lease Quotation and City of Tarpon Springs Pricing Page
- Pages 22-26 - Visage Overview and Pricing Pages
- Page 27 – Club Car Lease Quotation Page
- Pages 28 -29 - Tempo Walk Information Pages and Lease Pricing
- Pages 30-31 – Club Car Selection Page and Summary and Acceptance of Proposal Fleet Cars
- Pages 32- 35 – Fleet Care Service Options, Information and Pricing
- Page 36 – Terms and Conditions for Returning Lease Vehicles
- Pages 37 – 40 – Club Car, LLC Warranty Section
- Pages 47 – 48 – Club Car, LLC Reference Pages
- Pages 49-50 – City of Tarpon Springs Questionnaire
- Page 51 – Club Car, LLC Federal Tax Identification Number
- Page 52 – Club Car, LLC Certificate of Liability Insurance
- Page 53 – Club Car, LLC 2024 Business License
- Page 54 – Club Car, LLC Divisions of Corporations Document
- Page 55 – Drug-Free Workplace Form
- Page 56 – E-Verify Certification Page
- Page 57 – Vendor Certification Regarding Scrutinized Companies List
- Pages 58 (1 of 7) – Sample Lease Documents
- Final Pages – Club Car Credit Application, W-9 Form, Visage Technology CRF Form (Only Sections 1-4)

Golf Cart Leasing Services
Bid # 240085-B-PH

Club Car

PROPOSAL

Company Profile

Club Car combines a quality-driven philosophy, an innovative spirit, and a solutions-oriented approach to business. Club Car has established itself as a leading global manufacturer of vehicles that serve the golf, rough terrain, private owner, and commercial markets.

With over 60 years of experience of innovation and design in producing small-wheel vehicles, Club Car is a leading manufacturer of gas and electric golf, utility and personal transportation vehicles.

Founded in 1958, the Club Car product portfolio has grown to include much more than golf cars, now encompassing vehicles for commercial and consumer markets, built with an uncompromised desire for superior performance.

As an industry leader in electrification and sustainability, Club Car is proud to be on the forefront of environmentally responsible Zero Emission Vehicle (ZEV) technologies.



Personal Transport



Fleet Golf



Turf



Transport



Street Legal (LSV)



Utility 4x2



Mobile Merchandising



Tempo Walk



Utility 4x4



Fit-to-Task



Club Car Connect

This proposal shall expire thirty days from its date, unless Club Car, LLC, agrees to extend the time frame. In consideration of receipt of this proposal, Heritage Springs Country Club agrees that it will hold its contents in confidence and will not disclose, use or copy the same in whole or in part for any purpose other than to evaluate this proposal.

Golf Cart Leasing Services
Bid # 240085-B-PH

Club Car

PROPOSAL

April 23, 2024

City Of Tarpon Springs Florida
Tarpon Springs Golf Course
1310 S Pinellas Ave
Tarpon Springs, FL 34689

Dear Purchasing Agent,

On behalf of Club Car, and myself thank you for the opportunity to present this proposal for new fleet vehicles at The City of Tarpon Springs Florida / Tarpon Springs Golf Course. We look forward to discussing this proposal to ensure that it addresses the needs of the club and provides the solution your facility is seeking.

This year, we are excited to introduce our **Club Car Connect** golf car equipped with Visage Fleet Management and a technology package that second to none in the industry. With unsurpassed fleet management knowledge and experience with over 1,500+ facilities trusting Club Car's technology package to protect their most valuable assets all while enhancing the member's experience while on property.

Club Car takes pride in not only our products, but also our commitment to customer service and satisfaction. It is this combination of uncompromising quality, reliability and service that has made Club Car one of the most respected companies in the golf industry for more than 60 years and a valued partner with thousands of facilities around the world.

If you have questions about any aspect of this proposal or if you would like to discuss additional ways we might meet your needs, please call me at (470) 235-0336 or send an e-mail to George.Henry@clubcar.com I look forward to serving you.

Respectfully,

George Henry
Territory Manager – Club Car, LLC

Club Car

Club Car

PROPOSAL

Golf Partnerships

Club Car honors the game in its service to customers and support of the golf industry

Club Car PGA

Official Golf Car of The PGA of America

ClubProcure

U.S. KIDS GOLF

GCSAA Golf Course Superintendents Association of America

NGCOA

NATIONAL CLUB ASSOCIATION
Advocacy | Insight | Governance

CMAA PROFESSIONALISM · EDUCATION · LEADERSHIP · 1927

CLUB MANAGEMENT ASSOCIATION OF AMERICA

How Do These Partnerships Benefit You?

- Club Car sponsors PGA section events, educational seminars and local chapters to grow the game of golf.
- If you are a member of VGM, ask about rebates on golf car fleets.
- If you involved with US Kids, Club Car funds the coaches to educate the future of golf.

Golf Cart Leasing Services
Bid # 240085-B-PH

Club Car

PROPOSAL



Golf Digest EDITORS' CHOICE 2021

Club Car Tempo Lithium Ion Recognized as 2021 Best Electric Golf Car by Golf Digest

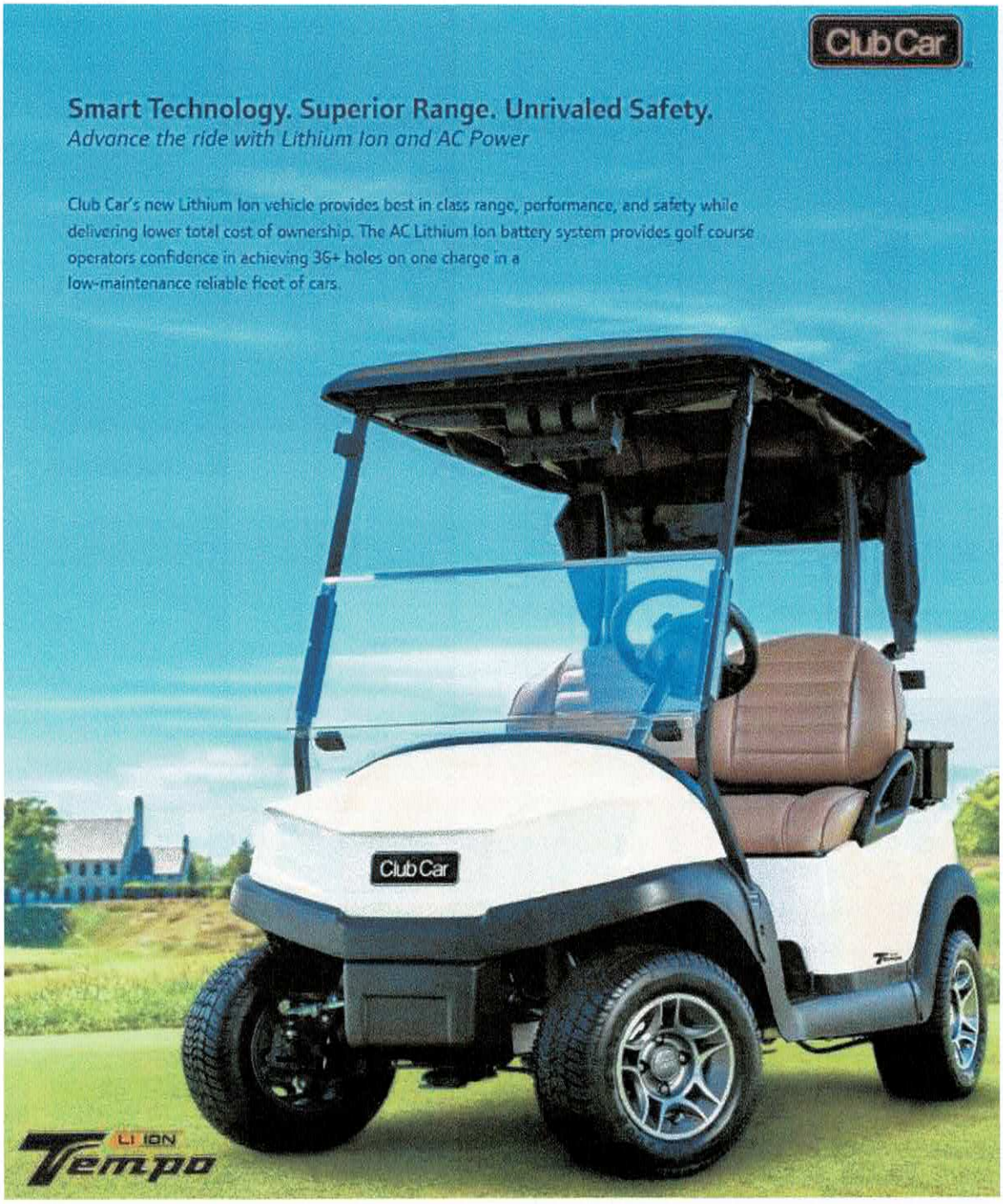
Built with proven engineering, durability, and reliable comfort, Tempo vehicles showcase the best Club Car has to offer.

When equipped with web-based connected technology designed to entertain golfers and support course management, a Tempo fleet offers a key competitive edge.

Golf Cart Leasing Services
Bid # 240085-B-PH

Club Car

PROPOSAL



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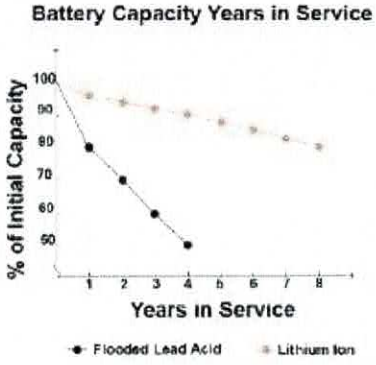
Club Car

PROPOSAL

Lithium Ion Battery Technology



Up to
50% savings
in electricity costs



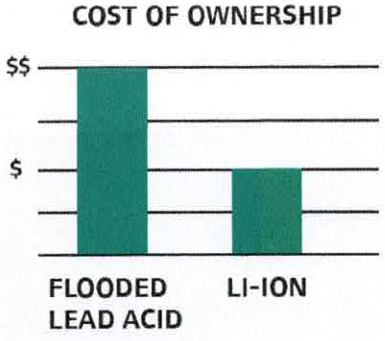
EASE OF USE AND REDUCED MAINTENANCE COSTS

Maximize vehicle uptime and quality

The Tempo Lithium Ion battery was developed for the automotive industry. We built on that foundation to deliver an innovative battery with automotive-grade safety and performance features designed to save you time and money.

FEATURES AND BENEFITS

- **Zero Maintenance Battery**
- **Set and Forget Extended Storage**
- **Over-the-air (OTA) Updates**
  Maximize efficiency and minimize course downtime when you upgrade the care performance with Tempo Connect
- **Vehicle Control Module (VCM)**
  Increase vehicle uptime and reduce labor time. Real time health status of vehicle helps idenitfy issues before they arise.
- **Handheld Bluetooth® Diagnostic Tool**
  Maximize vehicle up time. Quick serviceability keeps your fleet running by analyzing and configuring all electrical subsystems with one simple tool.



Golf Cart Leasing Services
Bid # 240085-B-PH

Club Car



Tempo Connect-Li-Ion

FEATURES & BENEFITS

All the great standard features of the Tempo including:

- New Body style
- The innovative Excel™ powertrain
- SportDrive™ suspension
- MonsoonTop™ Canopy
- Ergonomic Seating
- PowerShield™ battery housing
- 360 degree bumper system
- Best tightest turning radius

The all new Tempo Li-Ion with Club Car Connect includes a robust Connectivity Module featuring:

- Shark Experience: Bluetooth, Sports Ticker, Sports, Entertainment, Music
- Speaker system, Dynamic Distances by touch point, Live games/matches
- Odometer
- Serial number and model year display
- One way message broadcasting such as weather alerts
- Sponsorship and advertising display
- Electronic info holder
- GPS-enabled pre-set zone messages
- Electronic scorecard
- Customer email address capture and reporting
- EZLocator integration

	POWER SOURCE
Batteries	Briggs & Stratton utilizing LG 18650 Lithium Ion cells
Charger	650 Watts with on-board computer. Optional 900 Watt charger
Horsepower	4.7 hp AC motor
	STEERING / SUSPENSION
Steering	SportDrive™ Self-compensating double reduction helical rack and pinion
Front Suspension	Independent leaf spring with dual hydraulic shocks
Rear Suspension	Optimized rear leaf springs for a lighter vehicle to maintain stability performance and a better ride quality
Brakes	Self-adjusting, rear mechanical drum with 1,000W dynamic brake resistor
Park Brake	Foot operated, multi-lock
	BODY / CHASSIS
Frame Chassis	Ladder-style aluminum box beam
Body / Body Color	Formion® with molded-in color
Front / Rear Tires	18 x 8.50-8 / 18 x 8.50-8
Kickplate	Yes
Seating Capacity	2
	DIMENSIONS
Overall L x W x H	91.5 in x 47.25 in x 68.5 in (232 cm x 120 cm x 174 cm)
Wheelbase	65.5 in (166.4 cm)
Ground Clearance	4.5 in (11.4 cm)
Floor Height	12 in (30.5 cm)
Tread	34.5 in / 38.5 in (87.6 cm / 97.8 cm)
Dry Weight (Less Batteries)	495 lb (224.5 kg)
Speed Range	7 speed settings: 5 to19 mph; 2 acceleration settings: Econo or normal; 3 pedal-up braking settings: None, soft and firm; Speed adjustment in 0.1 mph increments
Vehicle Warranty	5-year: Lithium batteries, unlimited warranty. 4 years: canopy, electronics, pedal group, seats, suspension. 3-year: body panels, electric power train. 2-year: all remaining components. Limited lifetime: frame

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Golf Cart Leasing Services
Bid # 240085-B-PH

Club Car

PROPOSAL

The Club Car Tempo Lithium Ion Difference

SAFETY

BRAKING (DBR)



1,000W RESISTOR

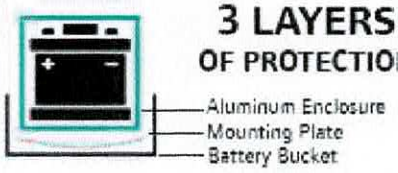
- Dynamic Brake Resistor is 2x larger than other fleet cars to provide improved safety and speed control in downhill conditions
- Maintains safe speeds for occupants and protects battery system

SUSPENSION



- Optimized suspension for a lighter vehicle maintains stability performance
- Enhanced comfort with maximum safety benefits

AUTOMOTIVE GRADE DESIGN COMPONENTS



- Total battery protection from top to bottom for improved safety and reliability
- Die cast aluminum enclosure meets IP67 standards for protection against dust and water intrusion.

QUALITY

REDUCED TURF COMPACTION



- 200 LBS lighter than lead acid vehicle
- Less turf damage means reduced course maintenance

BEST IN CLASS HILL CLIMBING POWER



4.7 HP AC MOTOR

- Powerful and consistent acceleration
- Better hill climbing
- 235 amp and 375 amp controller options to fit all course types

LITHIUM ION BATTERY PACK PERFORMANCE



- Li-Ion Batteries charge two times faster than FLA batteries, keeping your cars on course during peak hours

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Club Car

PROPOSAL

Lithium Ion Battery Details

No battery maintenance!

(75) cars) (6 minutes/month)(12 months) = 90 hours saved per year

Range:

Our AC/Lithium Ion solution is more consistent and has much greater long term performance.

***Warranty**

5 Year Unlimited Warranty
One time transferrable up to 5 years
Longer battery life expected (8 years vs 4 years for FLA)
For Li-ion, end of life is defined by when battery pack has 80% of capacity left



2 Programmable Acceleration Modes

Allows customer to optimize performance, efficiency and customer experience
Econo – slower acceleration to top speed
Normal – matches today's normal acceleration mode

AC Drive System

4.7hp motor with a 375 Amp controller provides faster hill climbing than DC Drive
Increased torque = constant maintained speed while climbing hills.
AC motor control allows smoother control of the vehicle down to near zero speeds.
Factory programmable drive profiles enable vehicle tuning for maximum performance or efficiency
Speed, Acceleration, Pedal Up

Dynamic Stability

Lower center of gravity with consistently proven chassis ride and handling that customers are familiar with
*Suspension uses the Gas Leaf Springs for better ride quality
Reduced vehicle weight = Less turf damage





***VCM – Vehicle Control Module**

VCM acts as the "brains" of the electronic system
VCM has intelligent CAN bus control/communication system
VCM controls inputs and outputs such as speed and acceleration
Advanced Power Management
*Software Logic vs. Wired Logic
*Over the Air updates for Visage customers or updates via handheld device for non-Visage customers

WEIGHTS	Club Car Tempo	E-Z-GO RXV (with lithium Battery)	E-Z-GO TXT (with lithium Battery)
FLA	903 lbs.	961 lbs.	956 lbs.
Li-Ion	699 lbs.	733 lbs.	755 lbs.

Weight found on company's brochures for vehicle weight with lithium battery installed in unit*

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Golf Cart Leasing Services
Bid # 240085-B-PH



Tempo

NEW FOR 2024: TEMPO AND TEMPO 4 FUN

Built with proven engineering, industry-leading durability and reliable comfort, the new Tempo™ and Tempo™ 4Fun vehicles showcase the best that Club Car has to offer.

When equipped with web-based connected technology designed to entertain golfers and support course management, a Tempo fleet offers a key competitive edge—and gives you the flexibility to monitor your operation from anywhere.

Club Car

PROPOSAL

Golf Cart Leasing Services
Bid # 240085-B-PH

Proposed Equipment

QTY.	Description
75	**2025 Club Car Tempo Lithium-Ion Gen II Golf Car** • Tempo Lithium Ion 2 Passenger w/B&S Pack • Cashmere Molded In Body Color – Standard Body Color of Choice • Beige Seat Package – Standard Seat Color of Choice • Beige Monsoon Canopy Top – Standard Color of Choice • Clear Hinged Windshield • Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel (Front & Rear) • Standard Wheel Cover • Shelf charger 650W, 9' DC Cord, 6 ft AC Power Cord with US NEMA Plug • Gold Club Car Nameplate • Gold Domed Number Decal, Side of Body, Driver & Passenger Side • Comfort Grip Steering Wheel • 12.0 MPH Speed Setting • Economy Acceleration Drive Profile • Dual USB Port Installation 48V • Gold Tempo Decal LI • Info Holder, Center Front • Custom Tarpon Springs Golf Course Logo, Front Center Cowl Location • Sand Bucket, Standard, Driver Side & Passenger Side • Rear Tow Plate • DBR • LED Battery Display • Uncommon Key Switch A • (1) Towing Kit, Temporary, Light Duty • Includes Freight and Prepping • F.O.B Augusta, GA

Customer Initial _____

Grand Total – See Lease

Golf Cart Leasing Services
Bid # 240085-B-PH

Club Car

PROPOSAL



ENHANCE THE GOLERS EXPERIENCE

Club Car Carryall mobile merchandising vehicles are renowned for ease of use and day-in, day-out durability..

Features for the Carryall Vehicles:

- Gas Engine / Motor Type: 14 HP Kohler ECH 440 EFI Gas Engine
- Bed Load Capacity 800-1000 lb (362.8 kg)
- Speed 15-17 mph (24-27 kph)
- Gas Warranty: 3 yr/3000 hr limited powertrain/frame; 2 yr limited remaining vehicle

Club Car

PROPOSAL

Golf Cart Leasing Services
Bid # 240085-B-PH

Proposed Equipment

QTY.	Description
1	**2025 Club Car Carryall Café Express Hospitality Vehicle** • Cafe Express • Dark Green Front Cowl • Gray Seat Package • Solid Windshield Kit • Cafe Express Canopy - Green/White • Pedal Start • Instrument Panel - Pedal Start • Electrical Installation - Pedal Start • CVT - Pedal Start • Starter Generator - Pedal Start • Shift Lever - Pedal Start • Premium Hole-N-1 Tires 6-ply rated - 20x10-10 (Front & Rear) • 5-Spoke Silver Wheel Cover (set of 4) - 20" Wheel • Heavy Duty Front Brush Guard Installation • Differential Guard, Gas • Steering Wheel w/ Memo Clip • LED Headlights • Standard Transaxle w/ Hardened Hub • Heavy Duty Front Suspension • Four Wheel Brakes • Cafe Express Base Cabinet • Cafe Express Prop Rod Installation • Cafe Express Upper Cabinet • Cafe Express Canopy Frame • Cafe Express Front Canopy Struts • Custom Tarpon Springs Golf Course, Center of Cowl • Non-Cab Side Mirror set • Pedal Opening Weather Guard • USB-A port with 12V Powerport • Includes Freight and Prepping • F.O.B. Augusta, GA

Customer Initial _____

Grand Total – See Lease

Golf Cart Leasing Services
Bid # 240085-B-PH

Club Car

PROPOSAL

ENHANCE THE GOLF UTILITY EXPERIENCE



Type of Golf Car: 2025 Carryall 500 Gas with Driving Range Enclosure

Description:

- Turf tires
- Choice of Satndard body color
- Choice of Standard seat color
- LED headlights
- Driving Range Enclosure with Range Picker Bumper Mount

Club Car

PROPOSAL

Golf Cart Leasing Services
Bid # 240085-B-PH

Proposed Equipment

QTY.	Description
1	**2025 Club Car Carryall 500 Driving Range Utility Vehicle** • Carryall 500 Gasoline • Dark Green Front Cowl • Gray Seat • Range Cab Installation • Steering Wheel w/ Memo Clip • LED Headlights • Pedal Start CA500G • Instrument Panel - Pedal Start • Electrical Installation - Pedal Start • CVT - Pedal Start • Starter Generator - Pedal Start • Shift Lever - Pedal Start • Cargo Box • Premium Hole-N-1 Tires 6-ply rated - 20x10-10 (Front) • Premium Hole-N-1 6-ply rated - 20x10-10 (Rear) • 5-Spoke Silver Wheel Cover (set of 4) - 20" Wheel • Heavy Duty Trailer Hitch • Differential Guard, Gas • Extra Heavy Duty Front Suspension • Custom Tarpon Springs Golf Course Logo, Center of Cowl • Pedal Opening Weather Guard • Dual USB-A port with 12V Powerport • Standard Transaxle • Tailgate Tether Installation • Bed Floor Installation - Manual Bed Lift • Four Wheel Brakes • RANGE PICKER ADAPTER INSTALLATIONS • Includes Freight and Prepping • F.O.B. Augusta, GA

Customer Initial _____

Grand Total – See Lease

Club Car

PROPOSAL



TEMPO 2+2 ROOM FOR 4 PASSENGERS

The new design features a sleek, compact body that boasts the tightest turn radius in the industry Available with a high-performance Kohler gas engine.

Club Car

PROPOSAL

Golf Cart Leasing Services
Bid # 240085-B-PH

Proposed Equipment

QTY.	Description
1	**2025 Club Car Tempo 2+2 Gas Transportation Vehicle** • Tempo 2+2 Gas (Kohler) • Cashmere Molded In Body Color or Standard Body Color of Choice • Beige Standard Seats or Standard Seat Color of Choice • Beige 4P Canopy Top or Standard Canopy Top Color of Choice • Factory-installed std hinged windshield • Radial, Kenda Hole-N-1 18x8.50R8 with Steel Wheel (Front & Rear) • Standard Wheel Cover • LED Strobe Light Kit • Gold Club Car Nameplate • Gold Domed Number Decal, Side of Body, Drvr Side, Loc 3 • Gold Domed Number Decal, Side of Body, Psgr Side, Loc 6 • Dual USB Port (Gas cars) • Comfort Grip Steering Wheel • High Speed Gas Setting • Gold Tempo Decal • Heavy duty rear leaf springs • 4P Strut Installation • Deluxe Lights - Headlights, Tail lights, Turn Signal, • Horn • Fuel Gauge • Hour Meter • Factory-installed wink mirror • Includes Freight and Prepping • F.O.B. Augusta, GA

Customer Initial _____

Grand Total – See Lease

Club Car

PROPOSAL

Golf Cart Leasing Services
Bid # 240085-B-PH

Lithium-Ion FMV Lease Quotation

QTY Option	Vehicle	Term 60 Months	Price Per Car Per Month	Total Monthly Payment
75	Tempo Lithium Ion	60 Months	$129.20	$9,690.00
1	Carryall Café Express	60 Months	Included Free Use	Included Free Use
1	Carryall 500 Driving Range Vehicle	60 Months	Included Free Use	Included Free Use
1	Tempo 2+2 Gas Transportation Vehicle	60 Months	Included Free Use	Included Free Use
78	**Grand Total**		**N/A**	**$9,690.00**

Prices quoted herein are projected for a future estimated date of delivery of Club Car golf and utility products. Due to current market conditions and estimated lead times, pricing and interest rates are subject to change prior to projected delivery. For a purchase or lease transaction, where trade-in vehicle values are quoted, pricing assumes trade-in of customer's current fleet in a quantity and in condition to be agreed upon by Club Car. In the event customer's current fleet is not available for trade-in at the time of delivery, Club Car reserves the right to adjust pricing accordingly, and Customer agrees to be responsible for any price increases. It will be the sole responsibility of Tarpon Springs Golf Course to pay all State, local and or property taxes associated with this transaction.

Customer: _____ Club Car/Dealer: _____

Title: _____ Title: _____

Date: _____ Date: _____

Option B – 60 Month Lease for 75 Electric Carts (Does Not Include Insurance)		
75 Carts (Includes Beverage and Utility Carts at No Charge), lithium batteries	Monthly Lease (Each Cart) For Year One $ 129.20	Year One Total Cost (75 carts x 12 months for annual charge) $ 116,280.00
75 Carts (Includes Beverage and Utility Carts at No Charge), lithium batteries	Monthly Charge (Each Cart) For Year Two $ 129.20	Year Two Total Cost (75 carts x 12 months for annual charge) $ 116,280.00
75 Carts (Includes Beverage and Utility Carts at No Charge), lithium batteries	Monthly Charge (Each Cart) For Year Three $ 129.20	Year Three Total Cost (75 carts x 12 months for annual charge) $ 116,280.00
75 Carts (Includes Beverage and Utility Carts at No Charge), lithium batteries	Monthly Charge (Each Cart) For Year Four $ 129.20	Year Four Total Cost (75 carts x 12 months for annual charge) $ 116,280.00
75 Carts (Includes Beverage and Utility Carts at No Charge), lithium batteries	Monthly Charge (Each Cart) For Year Five $ 129.20	Year Five Total Cost (75 carts x 12 months for annual charge) $ 116,280.00
Total 60 Month Contract without Insurance		$ 581,400.00

***Note, Beverage and Utility Car does not require TFM Shield GPS Geo Fencing**

Optional Items: List optional items with add-on pricing:

OPTION **COST:**

_____

_____

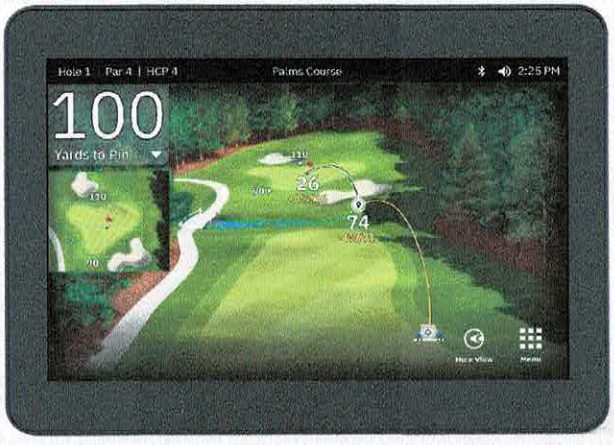
_____

_____

_____

Connectivity Leadership

1. Unsurpassed Fleet Management knowledge and experience
    - 15+ years experience across 1,500+ course installed base
2. Dedicated Customer Account Managers (CAMs)
    - Best-in-class (24x7) customer support
3. Continuous investment in the end-to-end solution
4. Partner to the industry and associations that support you
    - Official Golf Car of the PGA of America





- Built for purpose touch-screen
- Best-in-Class Golf GPS and course graphics
- Linear & slope adjusted yardages
- Integrated mounting console
- Optional Bluetooth speakers
- Tee shot distances
- F&B ordering
- Blind Tee shot

- Advanced software platform to easily control any vehicle, from any computer, tablet or mobile device
- Customized management dashboards
- Superior Fleet Management tools / reporting
- Real-time insights on Fleet performance
- Variable Speed Car Control
- Pace of Play tracking and reporting

VISAGE

Golf Cart Leasing Services
Bid # 240085-B-PH

Fleet Management Modules

Golfer Experience	Car Tracking	Car Control
• Hole views w/ GPS Yardage • Approach views and detailed greens maps • Dynamic distances to pins and POIs • Touch screen for linear & scope adjusted yardages • Tee shot distance • Blind tee shot / car ahead • Pin placement manager • Food & Beverage ordering and reports • Max Holes	• VCC course map displays real-time car locations • Fleet utilization / rotation • Vehicle drive history • Vehicle tracks (bread crumbs) • Pace of Play monitoring, reporting and notifications • Round reports • Find car (last known location) • Two-Way messaging • Message logs • Email & text notifications	• Variable Speed Control • Action zone messaging • On-screen Action zone visibility for golfers • Fleet lock down • Geofence • Cart path only • Anti-tamper • Set vehicle top speed • Car Staging & Lockdown • Vehicle drive history

Standard Connectivity *VCC Access - $10 pcpm value* *(included w/ Visage Lease or Rental)*	Add-Ons

• Static hole images
• Battery level status
• On charge status
• Service notifications
  • Fault codes; charge failures
• One-Way Messaging
• Weather Alert
• Car Odometer + Amp Hour Reporting
• Custom welcome message
• Player names
• Electronic scorecard
	• Integrated mounting console with Bluetooth Speakers ($8 pcpm)
	• Tournament Connect ($4 pcpm)
	  • Golf Genius
	  • Vision Perfect (ViPer)
	• 3D Hole Flyovers ($2 pcpm)

AdMan *(included w/ Std. Connectivity)*	AdMan Pro **($5 pcpm)**
• Access to 18 fairway spot ads (Insert, Full page and Video – No par 3's) • Pre-configure and schedule ad campaigns for Auto-Publish	• Access to all inventory – tee, fairway, green, and green to tee • Video Ads + Action Zone Ads • Schedule multiple campaigns for Auto-Publish

Visage



- 10" Touchscreen Monitor VDU
- Visage Fleet Management
  - Standard Connectivity with access to VCC
  - Choice of Visage Module(s)
- Visage Modules
  - Golfer Experience
  - Car Tracking
  - Car Control
- Integrated Mounting Console with Storage Baskets

OR

- Integrated Mounting Console with Bluetooth® Speakers

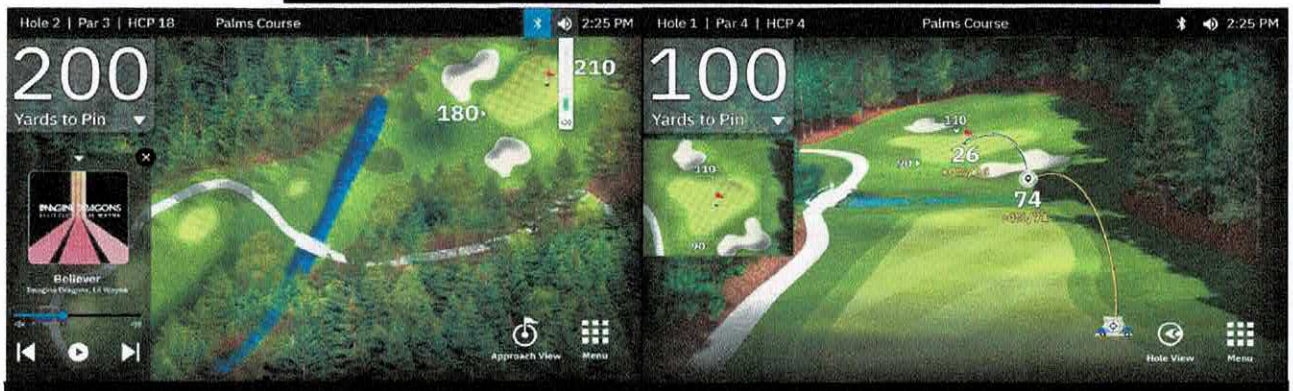
*** Pricing includes a installation in the field on the existing fleet**

Club Car

PROPOSAL

Golf Cart Leasing Services
Bid # 240085-B-PH

Technology Rental Quotation



QTY	Vehicle	Term	Price Per Car Per Month	Total Monthly Payment
75	Connect Package New 10" Android Visage Display Unit W/Golfers Experience	TBD	$53.00	$3,975.00
75	Car Control Module	TBD	Included	Included
75	Car Tracking Module	TBD	Included	Included
75	Power Module Included in this package	TBD	Included	Included
75	Speakers & Bluetooth Package	TBD	$8.00	$600.00
75	Ad Man Pro	TBD	$5.00	$375.00
75	Tournament Connect / Golf Genius Integration	TBD	$4.00	$300.00
75	3D Hole Flyovers	TBD	$2.00	$150.00

All Visage Module Proposal - Golfers Experience, Car Control & Car Tracking

Customer Initials - Additional Visage Options:

Speakers & Bluetooth _____ Ad Man Pro _____

Tournament Connect _____ 3D Flyovers _____

Pricing includes a installation in the field on the existing fleet

Customer: _____ Club Car/Dealer: _____

Title: _____ Title: _____

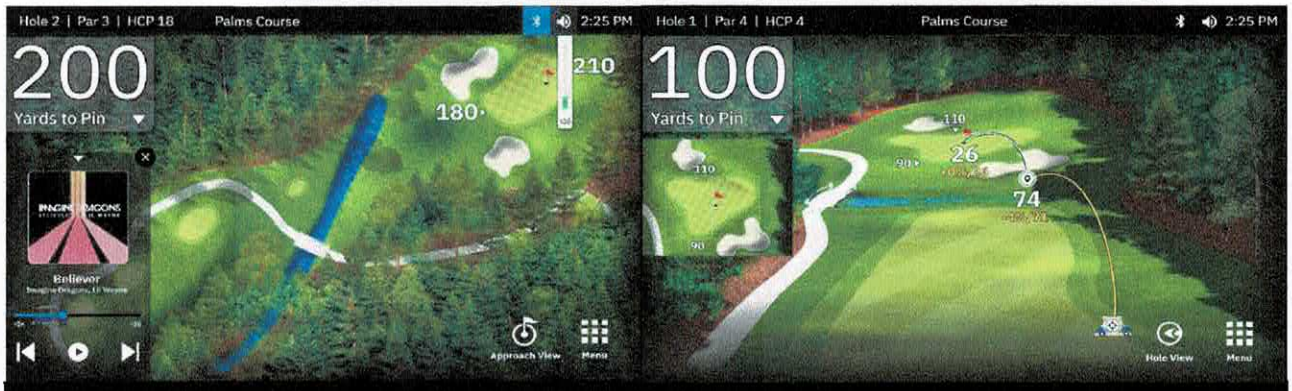
Date: _____ Date: _____

Club Car

PROPOSAL

Golf Cart Leasing Services
Bid # 240085-B-PH

Technology Rental Quotation



QTY	Vehicle	Term	Price Per Car Per Month	Total Monthly Payment
75	Connect Package New 10" Android Visage Display Unit W/Golfers Experience	TBD	$40.00	$3,000.00
75	Car Control Module	TBD	Choice of One Module	
75	Car Tracking Module	TBD	Choice of One Module	
75	Power Module Included in this package	TBD	Included	Included
75	Speakers & Bluetooth Package	TBD	$8.00	$600.00
75	Ad Man Pro	TBD	$5.00	$375.00
75	Tournament Connect / Golf Genius Integration	TBD	$4.00	$300.00
75	3D Hole Flyovers	TBD	$2.00	$150.00

Two Visage Module Proposal - Golfers Experience and One Module of Choice

Customer Initials - Additional Visage Options:

Speakers & Bluetooth _____ Ad Man Pro _____

Tournament Connect _____ 3D Flyovers _____

Pricing includes a installation in the field on the existing fleet

Customer: _____ Club Car/Dealer: _____

Title: _____ Title: _____

Date: _____ Date: _____

Club Car

PROPOSAL

Golf Cart Leasing Services
Bid # 240085-B-PH

Fleet Quotation

Club Car's funding source, proposes to lease The City of Tarpon Springs / Tarpon Springs Golf Course (78) vehicles equipped as stated on the Equipment Detail Quotation pages The rates quoted herein and are subject to Club Car's normal credit approval.

The above quote is firm for 10 days and is based on today's projected interest rate. After 10 days should vehicle prices or interest rates fluctuate, this rate will be adjusted accordingly. The City of Tarpon Springs / Tarpon Springs Golf Course will be required to submit credit information for credit approval. Any applicable state, local and property tax not included in this proposal.

The delivery date is tentatively set for the fourth quarter of 2024 (October), this date could be delayed due to any unforeseen supply chain constraints as we move into 2024..

As of today's date, delivery time is currently 24 -52 weeks once all paperwork is submitted to George Henry Territory Manager Club Car, LLC. Please be advised that any delay in getting the needed documents to fully execute this agreement can delay the delivery of the new fleet and or pricing proposed.

The City of Tarpon Springs / Tarpon Springs Golf Course will be required to make all current Yamaha lease payments until the new fleet is delivered.. It will be the sole responsibility of The City of Tarpon Springs / Tarpon Springs Golf Course to be current in all Yamaha payments and or all state and local taxes associated with their Yamaha lease transaction at the time of delivery and pickup of the new fleet. The City of Tarpon Springs / Tarpon Springs Golf Course will need to provide Club Car, LLC a written letter stating that the Yamaha fleet can be removed from Tarpon Springs Golf Course. Club Car, LLC will provide transportation to anywhere in the state of FL or GA the day of delivery of the new car fleet at no additional cost to Tarpon Springs Golf Course.

Prices quoted herein are projected for a future estimated date of delivery of the Club Car golf and utility products. Due to current market conditions and estimated lead times, pricing and interest rates are subject to change prior to projected delivery. For a purchase or lease transaction, where trade-in vehicle values are quoted, pricing assumes trade-in of customer's current fleet in a quantity and in condition to be agreed upon by Club Car. In the event customer's current fleet is not available for trade-in at the time of delivery, Club Car reserves the right to adjust pricing accordingly, and Customer agrees to be responsible for any price increases.

Club Car, LLC Documents needed to fully execute this transaction;

- Signed Proposal (All Pages Signed and or Initialed where applicable)
- Club Car, LLC Credit Application Completed
- W-9 Form
- 2024 Resale Tax Certificate
- Copy of the Tarpon Springs Golf Course Logo / Approved Logo Proof
- Name, Title, email address and phone number of the person responsible for signing the lease documents

Special Considerations:

Club Car, LLC will provide Tarpon Springs Golf Course with (10) Service Tech visits by a Club Car Direct Service Team member to complete a Fleet Analysis on the Club Car fleet cars at no additional cost to The City of Tarpon Springs / Tarpon Springs Golf Course during the term of the lease.

It will be the sole responsibility of Tarpon Springs Golf Course to pay all State, local and or property taxes associated with this transaction.

Customer: _____ Club Car _____

Title: _____ Title: _____

Date: _____ Date: _____

Club Car

PROPOSAL





Tempo WALK

ENHANCE THE GOLF EXPERIENCE

A new way to play golf, exercise, and experience an autonomous caddy.

Features:

- Autonomous hands-free
- Collision sensors
- Touchscreen tablet
- GPS yardages
- Real-time unit tracking
- Amenities: cooler, cup holder, USB port, divot repair seed

Technical Features:

- Four (4) units will fit in one (1) golf car space
- 95 pounds
- 24V VCD motors
- 36 holes charge
- Lithium ion batteries
- Aluminum frame
- 7 mph maximum speed

Golf Cart Leasing Services
Bid # 240085-B-PH

Club Car

PROPOSAL

2019 EDITORS' Golf Digest CHOICE

Limited Time Promotion
48 Month or 54 Month Lease Option



Additional operational lease prices quoted herein to and are subject to Club Car's normal credit approval.

The above quote is firm for 10 days and is based on today's interest rate. After 10 days should vehicle prices or interest rates fluctuate, this rate will be adjusted accordingly. Tarpon Springs Golf Course will be required to submit credit information for credit approval. Any applicable state, local and property tax not included

The delivery time for Tempo Walk Units is 4-8 weeks after all lease docs are executed and must happen prior to the end of the 2024 calendar year to get this special pricing. Lease payments will begin approximately 30 days after the delivery. The Operational lease quote for 48 months per unit is $82.11 or $74.82 for 54 months. Please note that the Tempo Walk units need to be ordered in increments of (2) units and a Maximum of (20) Tempo Walk units per facility.

Total Number of additional Units Requested: _____

48 Month Lease Option _____ 54 Month Lease Option _____

Customer: _____
Signature: _____
Title: _____
Date: _____

Club Car_____
Signature: _____
Title: _____
Date: _____

Club Car

PROPOSAL

Body Color Options

Standard Molded-In Colors

White Cashmere Platinum Green

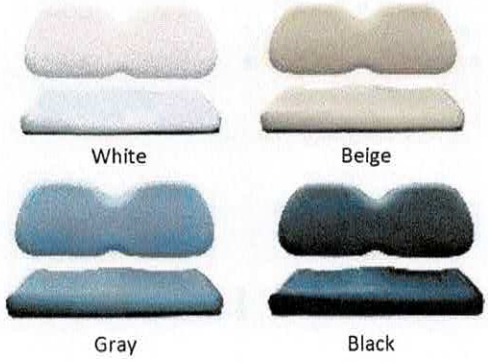
Premium Molded-In Colors

Black Sangria Sapphire

Premium Painted Metallic Colors

Candy Apple Red | Midnight Silver | Blue Onyx | Black | Glacier | Green | Ice Blue

Standard Seats



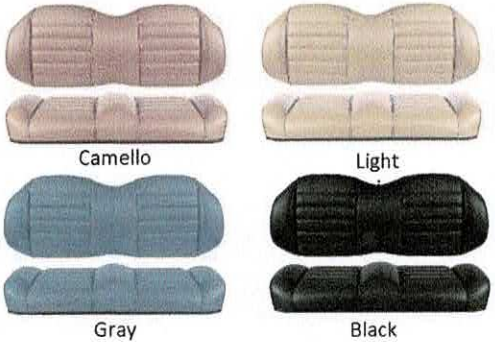
White Beige Gray Black

Two-Tone Premium Seats



Camello & Light-Beige | Black & Gray

Solid Premium Seats



Camello Light Gray Black

Double Diamond Stitch



Elite Bright White w/Silver Rush Stitching & Piping

Monsoon Canopy Top Color Options



White Beige Black

Click here for Color Combinations

Summary and Acceptance of Proposal

PROPOSAL

Please Initial Selected Fleet Purchase options

Select Tempo Golf Car Color Options

Standard Body Color White_____ Green _____ Platinum _____ Cashmere _____

Premium Body Color Black _____ Sapphire _____ Sangria _____

Canopy Top Color Beige_____ White_____ Black _____

Standard Seat Color Beige _____ White _____ Gray _____ Black _____

Premium Seat Color Lt. Beige _____ Camello _____ Off White _____ Black _____ Gray _____

Two Tone Premium Seat Color Lt. Beige / Off White _____ Lt. Beige / Camello _____ Black / Gray _____

Club Protector Bag Cover Beige____ Black_____ Green _____

Visage Modules / Technology:

Golfers Experience _____ Car Control _____ Car Tracking _____ Speakers & Bluetooth _____

Tournament Connect _____ AdMan Pro _____ 3D Flyovers _____

Customer: _____ Club Car/Dealer: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Club Car

PROPOSAL



"Having Club Car maintain our fleet is a huge relief for us. The confidence of knowing that the cars are kept in safe, working order makes us feel like our customers and employees are provided with the safest vehicles possible. The relationship we've created with our fleet technician is key to controlling the expensive task of maintaining our entire fleet."

– Geoff Crom, PGA
Club Manager-Director of Golf | Arroyo Trabuco Golf Club

DISCOVER THE BENEFITS

- *Reduced costs*
- *Increased utilization and revenue*
- *Extended warranty life*
- *Cars operating at maximum efficiency*
- *Reduced liability*
- *High-quality service*
- *Detailed service records*
- *Stabilized pace of play*
- *More crew time for other tasks*



Club Car

PROPOSAL

CLUB CAR FLEETCARE SERVICE - STANDARD BENEFITS



- *Detailed service records are maintained for every car.*
- *All warranty repairs and down cars are responded to within 72 hours.*
- *Factory direct tech, fully stocked with inventory parts and ability to perform 98% of repairs on-site.*
- *Majority of problems can be identified and addressed before they become a problem on the course.*
- *Detailed scope of work that meets or exceeds the manufacturer's recommendations is performed on every car so they perform the same on the last day as they did on the first.*

QUARTERLY SERVICE AGREEMENT

- *A factory certified technician will visit the course every other week and service 17% of the fleet.*
- **TIRES** - *Quarterly check and maintain proper pressure.*
- **FRONT END** - *Inspection of ball joints, wheel bearings, bushings, alignment, springs, and shocks. Correct and adjust as needed.*
  (Quarterly Gasoline / Semi-annually Electric)
- **LUBRICATION** - *Semi-annually lubricate all fittings, clevises, cables, brake components, pedal groups, and linkages.*
- **DIFFERENTIAL** - *Semi-annually check for leaks and damage to drive unit.*
- **BRAKES** - *Semi-annually inspect and adjust brakes, and perform annual brake service.*
- *No trip charges on billable repairs.*

GASOLINE ONLY

- *Quarterly inspect and check belts (adjust if needed), change oil, terminal connections, reverse buzzer, FNR switch.*

ELECTRIC ONLY

- *Quarterly check connections, wiring, terminal connections, single point watering system, deionizer filter, reverse buzzer, FNR switch, nuts, and battery hold downs.*
- **BATTERY CHARGER** - *Quarterly visually inspect, check cable connections, breakers, and lubricate receptacle with WD-40.*

MONTHLY SERVICE AGREEMENT

- *A factory certified technician will visit the course every week and service 25% of the fleet.*
- **TIRES** - *Monthly check and maintain proper pressure.*
- **FRONT END** - *Quarterly inspection of ball joints, wheel bearings, bushings, alignment, springs, and shocks. Correct and adjust as needed.*
- **LUBRICATION** - *Semi-annually lubricate all fittings, clevises, cables, brake components, pedal groups, and linkages.*
- **DIFFERENTIAL** - *Semi-annually check for leaks and damage to drive unit.*
- **BRAKES** - *Semi-annually inspect and adjust brakes, and perform annual brake service.*
- *No trip charges on billable repairs.*

GASOLINE ONLY

- *Check engine oil level.*
- *Quarterly inspect and check belts (adjust if needed), change oil, terminal connections, reverse buzzer, FNR switch.*

ELECTRIC ONLY

- *Monthly check connections, wiring, terminal connections, single point watering system, deionizer filter, reverse buzzer, FNR switch, nuts, and battery hold downs.*
- **BATTERIES** - *All batteries will be inspected and watered to the appropriated level.*
- **BATTERY CHARGER** - *Monthly visually inspect, check connector, breakers, and lubricate receptacle with WD-40 quarterly.*

Golf Cart Leasing Services
Bid # 240085-B-PH

CLUB CAR FLEETCARE SERVICE - STANDARD BENEFITS



- *Detailed service records are maintained for every car.*
- *All warranty repairs and down cars are responded to within 72 hours.*
- *Factory direct tech, fully stocked with inventory parts and ability to perform 98% of repairs on-site.*
- *Majority of problems can be identified and addressed before they become a problem on the course.*
- *Detailed scope of work that meets or exceeds the manufacturer's recommendations is performed on every car so they perform the same on the last day as they did on the first.*

ANNUAL SERVICE AGREEMENT

- **TIRES** - *Annually check air pressure. (Course will be responsible for checking air pressure the remainder of the year)*
- **FRONT END** - *Annually inspect ball joints, wheel bearings, bushings, alignment, springs, and shocks. Correct and adjust as needed.*
- **LUBRICATION** - *Annually lubricate all fittings, cables, brake components, pedal groups, and linkages.*
- **DIFFERENTIAL** - *Annually check for leaks and damage to drive unit.*
- **BRAKES** - *Annually inspect and adjust brakes, and perform annual brake service.*

GASOLINE ONLY

- *Annually check belts (adjust if needed), change oil, terminal connections, reverse buzzer, FNR switch.*

ELECTRIC ONLY

- *Annually check connections, wiring, terminal connections, single-point watering system, deionizer filter, reverse buzzer, FNR switch, nuts, and battery hold downs.*
- **BATTERY CHARGER** - *Annually visually inspect, check cable connections, breakers, and lubricate receptacle with WD-40.*

SEMI-ANNUAL SERVICE AGREEMENT

- **TIRES** - *Semi-annually check air pressure. (Course will be responsible for checking air pressure the remainder of the year)*
- **FRONT END** - *Semi-annually inspect ball joints, wheel bearings, bushings, alignment, springs, and shocks. Correct and adjust as needed.*
- **LUBRICATION** - *Semi-annually lubricate all fittings, cables, brake components, pedal groups, and linkages.*
- **DIFFERENTIAL** - *Semi-annually check for leaks and damage to drive unit.*
- **BRAKES** - *Semi-annually inspect and adjust brakes, and perform annual brake service.*

GASOLINE ONLY

- *Semi-annually check belts (adjust if needed), change oil, terminal connections, reverse buzzer, FNR switch.*

ELECTRIC ONLY

- *Semi-annually check connections, wiring, terminal connections, single-point watering system, deionizer filter, reverse buzzer, FNR switch, nuts, and battery hold downs.*
- **BATTERY CHARGER** - *Semi-annually visually inspect, check cable connections, breakers, and lubricate receptacle with WD-40.*

WAC - WATER, AIR, & CURSORY INSPECTION

A technician will be on-site twice a month and will complete the scope of work on one-half of the fleet each visit:

ELECTRIC ONLY

- **TIRES** - *All tires will be checked and inflated to the proper pressure.*
- **BATTERIES** - *All batteries will be inspected and watered to the appropriated level.*
- *A cursory inspection of the vehicle will be completed to identify any noticeable issues.*
- *No Trip Charges on Billable Repairs.*

Golf Cart Leasing Services
Bid # 240085-B-PH

PROPOSAL

Fleet Care Service - Highlights

- Techs are factory trained and drive vans are stocked with inventory parts to complete 98%+ of repairs while on site
- Every car receives hands on service every month and any down cars are responded to within 72 hours
- Detailed scope of work that meets or exceeds the manufacturer's recommendations is performed on every car and proper documentation is recorded for each visit

Fleet Care Service – Scope of Work

- Batteries – Check condition, tighten all terminals, and water batteries.
- Tires – Check and maintain proper pressure.
- Electrical – Check connections, wiring, terminals, micro switches, resistor coils, nuts.
- Battery Charger – Check connector, breakers, and lubricate receptacle with WD-40.
- Front End – Inspect / adjust ball joints, wheel bearings, bushings, alignment, springs, and shocks.
- Lubrication – Lubricate all fittings, clevises, cables, brake components, wheel bearings, pedal shafts, and linkages.
- Differential – Check for leaks and damage to drive unit.
- Brakes – Inspect and adjust brakes, and perform brake service.

2024 Service Contract Options

	Tech Visit	Tires	Battery Charger	Front End	Lubrication	Differential	Brakes	Notes	Cost
Monthly Service	52x per year to check 25% of fleet	12x / year	12x / year	4x / year	2x / year	2x / year	2x / year	No trip charges on billable repairs, extended warranty	$28 / month / car
Quarterly Service	26x per year to check 17% of fleet	4x / year	4x / year	2x / year	2x / year	2x / year	2x / year	No trip charges on billable repairs	$18 / month / car
Semi-Annual Service	2x / year Checking 100% of Fleet per visit	2x / year	2x / year	2x / year	2x / year	2x / year	2x / year	N/A	$125 / year / car x 2
Annual Service	1x / year Checking 100% of Fleet	1x / year	1x / year	1x / year	1x / year	1x / year	1x / year	N/A	$250 / year / car
Water, Air, and Cursory Inspection	2x per month to complete 50% of fleet	Tires inspected and inflated to proper levels	Batteries watered and inspected	N/A	N/A	N/A	N/A	Full inspection, no trip charges on billable reparis	Included with Monthly

Customer: _____ Club Car/Dealer: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Club Car

PROPOSAL

Terms and Conditions for Returning Vehicles or Trade-Ins

Sole Responsibility

The City of Tarpon Springs / Tarpon Springs Golf Course agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

1. All cars must be free of all liens and encumbrances.
2. All cars must be capable of running at least 9 holes of golf.
3. All cars must be the same quantity and year model as originally evaluated.
4. All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
5. All cars must have a working charger.
6. All cars must have four serviceable tires that retain proper air pressure.
7. All cars must steer properly in all directions.
8. All batteries must be free of corrosion, and properly filled with water.

If any of the above conditions are not met by . The City of Tarpon Springs /Tarpon Springs Golf Course, Club Car reserves the right to withhold any and all Special Considerations stated in this agreement. Furthermore, The City of Tarpon Springs / Tarpon Springs Golf Course agrees to pay the following charges if the below conditions are found upon Club Car's inspection of the returned cars:

1. Severely damaged or missing chargers	$ 200.00 per charger
2. Inoperable cars	$ 200.00 per car
3. Minor damage (damage to bodies, bumpers or seats)	$ 350.00 per car
4. Major damage (frame damage, wrecked cars, etc.)	$ 700.00 per car

Customer: _____ Club Car/Dealer: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Club Car

Club Car

PROPOSAL

Club Car Tempo Li-Ion Warranty Information

Club Car

PROPOSAL

LIMITED WARRANTY

WARRANTY

Club Car, LLC ("Club Car") hereby warrants to the original purchaser or lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from Club Car or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by Club Car, its Authorized Dealers or Distributors, or a service agency approved by Club Car. For repairs made by qualified technicians other than Club Car's factory technicians or an Authorized Dealer or Distributor, Club Car will provide only the replacement parts or components.

WARRANTY TIMEFRAME

ITEM	SUB-ITEMS	COVERAGE
VEHICLE MAINFRAME	Not applicable	Limited Lifetime
SUSPENSION	Steering gearbox, steering column, shocks, and leaf springs	4 years
ELECTRIC POWERTRAIN	Electric motor, transaxle, and MCOR	3 years
LITHIUM-ION BATTERY	Lithium-ion battery	5 years / Unlimited hours
MAJOR ELECTRONICS	Solid state speed controller and battery charger	4 years
OTHER ELECTRONICS	VCM and DBR	VCM 5 years DBR 4 years
PEDAL GROUP	Pedal group mechanical assembly, brake cluster assemblies, and brake cables	4 years
SEATS	Seat bottom, seat back, and armrests	4 years
CANOPY SYSTEM	Canopy, rear canopy supports, drainage system, and structural accessory module (SAM)	4 years
BODY GROUP	Beauty panels and front/rear underbody Body and dash panels	3 years
ALL REMAINING COMPONENTS	Solenoid, limit switches, voltage regulator, F&R switch, and options and accessories supplied by Club Car, including components not specified otherwise	2 years

Club Car

PROPOSAL

Club Car Carryall Vehicle Warranty

WARRANTIES

CLUB CAR® LIMITED WARRANTY FOR TRANSPORTATION AND UTILITY VEHICLES

WARRANTY

CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

TO THE ORIGINAL OWNER ONLY (NON-TRANSFERABLE)	TERMS COVERED	HOURS/ AMP HOURS COVERED
LIMITED THREE YEAR: Engine assembly, transaxle assembly (gasoline vehicle), starter/generator (gasoline vehicle), motor, transaxle assembly (electric vehicle), and main frame assembly.	3 YEARS	3000
LIMITED TWO YEAR: Solenoid, MCOR, limit switches, voltage regulators, FNR switches, brake components, wiring harness, electrical switches, canopy systems, seats, pedal group assembly, body, cab assembly and doors, and driving range protective enclosure, portable refreshment center and all original equipment options and accessories supplied by CLUB CAR, and all remaining components of the vehicle not specified otherwise	2 YEARS	2000
6-VOLT BATTERY (STANDARD DUTY)	4 YEARS	18000
6-VOLT BATTERY (EXTENDED RANGE)	4 YEARS	23,000 (Model Year 2016 and later) 20,000 (Model Year 2014 and 2015)
8-VOLT BATTERY (STANDARD/EXTENDED RANGE)	4 YEARS	18000
ONBOARD COMPUTER (IF SO EQUIPPED)	4 YEARS	18000
CONTROLLER	4 YEARS	18000
BATTERY CHARGER	4 YEARS	

EXCLUSIONS

Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment including Club Car approved or non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, bed floor lining, mats, pads, spark plugs,

Lead Time ARO: Delivery as stated in RFP Weeks

Pricing will be held for 10 business days for additional purchases.

Manufacturer Name and Model: Club Car, LLC - (75) Tempo Lithium-Ion 2 Passenger Golf Cars, (1) Carryall 500 Driving Range Vehicle, (1) Carryall Cafe Express and (1) Tempo 2+2 Gas four passenger vehicle

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).

Bidder: Club Car, LLC

Address: 4125 Washington Rd

City: Evans State: GA Zip: 30809

Phone No.: 470-235-0336 Email: george.henry@clubcar.com

George Henry, Territory Manager - Golf & Turf Sales
Printed Name and Title

Authorized Signature

4/23/2024
Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1.Project/Contract Name:	Tampa Sports Authority
Dollar Value:	(210) Total Golf Cars - (70) at each facility
Contact Name:	Jim Garrison
Email/Phone Number:	jgarrison@TampaSportsAuthority.com (813) 476-1110
Agency/Company Name:	Roger Park GC, Rocky Point GC and Babe Zaharias GC
Address:	4150 Dana Shores Drive Tampa, FL 33634
Date completed/or if in Progress:	Roger Park GC 1/28/2022, Rocky Point GC 3/4/2022 Babe Zaharias GC 1/20/2023
2. Project/Contract Name:	City of Dunedin
Dollar Value:	(75) Golf Cars and (1) Cafe Express Hospitality vehicle
Contact Name:	Blair Kline
Email/Phone Number:	bklinedunedinfl.net (727) 733-2134 ext. 3
Agency/Company Name:	Dunedin Country Club
Address:	1050 Palm Blvd. Dunedin, FL 34698
Date completed/or if in Progress:	October 2024 Delivery
3. Project/Contract Name:	Belleair Country Club
Dollar Value:	(150) Golf Cars and (1) Carryall 500 Driving Range vehicle
Contact Name:	Jim Slattery
Email/Phone Number:	jim@belleaircc.com (727) 642-8748
Agency/Company Name:	Belleair Country Club
Address:	1 Country Club Ln Belleair, FL 33756
Date completed/or if in Progress:	November 2023
4. Project/Contract Name:	Rio Pinar Golf & Country Club
Dollar Value:	(76) Golf Cars, (2) 2+2 vehicles, (1) Cafe Express, (1) CA 1500
Contact Name:	Tom Jackson
Email/Phone Number:	tjackson@riopinar.com (407) 558-8018
Agency/Company Name:	Rio Pinar Golf & Country Club
Address:	8600 El Prado Ave, Orlando, FL 32825
Date completed/or if in Progress:	February 2024
5. Project/Contract Name:	Fox Hollow Golf Club

Dollar Value:	(80) Golf Cars
Contact Name:	Dave Creighton
Email/Phone Number:	dcreighton@foxhollowgolfclub.com (407) 973-1877
Agency/Company Name:	Fox Hollow Golf Club
Address:	10050 Robert Trent Jones Pkwy New Port Richey, FL 34655
Date completed/or if in Progress:	August 2023

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: Club Car, LLC

Contact Name: George Henry

Address: 4125 Washington Rd

Address:

City: Evans State: GA Zip: 30809

Telephone: 470-235-0336 Fax: n/a

E-Mail Address: george.henry@clubcar.com Website: www.clubcar.com

2. How long has your firm been in business? 60 years

3. How long has your firm provided these services? 60 years

4. Annual gross revenues of your firm? (Check the appropriate box)
☐ under $100,000 ☐ $100,000 - $499,000 ☐ $500,000 - $999,000
☐ $1,000,000 - $2,000,000 ☒ over $2,000,000

5. How many full and part-time employees do you currently employee?
Full-time: 1657 Part-time: _____

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

Category	# of employees
Hourly	879
Non-hourly	778

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.?

George Henry - 6 1/2 years at Club Car, LLC, 40+ Years in the Golf Industry

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

Related to construction type project, n/a to golf car fleet lease

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

Related to construction type project, n/a to golf car fleet lease

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.

13. Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's 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.

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0440472654
Mar 14, 2023 LTR 147C
13-3488925

CLUB CAR LLC
% CLUB PACIFIC
4125 WASHINGTON RD
EVANS GA 30809-3067 257

Taxpayer Identification Number: 13-3488925

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of March 14th, 2023.

Your Employer Identification Number (EIN) is 13-3488925. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mrs Kidd
1004652092
Customer Service Representative

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/01/2023

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	CONTACT NAME:	
Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Club Car, LLC 4125 Washington Road Evans GA 30809 USA	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Property & Casualty Insurance Co.	20699
	INSURER D: Federal Insurance Company	20281
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570099708827 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X $1,000,000 SIR Pers&Adv X $1,000,000 SIR EaOcc GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			XSLG4731253A SIR applies per policy terms & conditions	06/01/2023	06/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$4,000,000 $1,000,000 Excluded $4,000,000 $25,000,000 $10,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H10707857	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			XEUG72525620003	06/01/2023	06/01/2024	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC70312840	06/01/2023	06/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

CERTIFICATE HOLDER

Club Car, LLC
4125 Washington Road
Evans GA 30809 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570099708827

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BUSINESS LICENSE

COLUMBIA COUNTY LICENSING
630 RONALD REAGAN DRIVE
EVANS, GA 30809
LICENSING@COLUMBIACOUNTYGA.GOV
706-312-7171

2024

ACCOUNT NUMBER:	03805
ISSUE DATE:	01/01/2023
EXPIRATION DATE:	12/31/2024
LEGAL NAME:	CLUB CAR LLC
DOING BUSINESS AS:	CLUB CAR LLC
APPLICANT:	SPENCER, MARK A.
PHYSICAL LOCATION:	4125 WASHINGTON ROAD EVANS GA 30809

THE FOLLOWING BUSINESS IS PERMITTED AND SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS.
NAICS 336999 ALL OTHER TRANSPORTATION EQUIPMENT MANUFACTURING

MAILING ADDRESS:
CLUB CAR LLC
PO BOX 204658
AUGUSTA, GA 30917

THE BOARD OF COMMISSIONERS SHALL HAVE THE RIGHT TO SUSPEND ANY CERTIFICATE OR LICENSE IF THE BUSINESS VIOLATES ANY LAW OR ORDINANCE OF THE UNITED STATES, THE STATE OF GEORGIA, OR COLUMBIA COUNTY.

CERTIFICATES AND LICENSES ARE NOT TRANSFERABLE OR REFUNDABLE.

CHANGES IN LOCATION, OWNERSHIP, OR BUSINESS LEGAL ENTITY REQUIRES A NEW APPLICATION AND APPROVAL.

BUSINESS LICENSES MUST BE RENEWED EACH YEAR BY PAYING THE OCCUPATIONAL TAX BY JANUARY 31. LATE FEES ARE IMPOSED FEBRUARY 1. BUSINESSES THAT FAIL TO RENEW BY JUNE 30 ARE AUTOMATICALLY REVOKED.

IF THE BUSINESS CLOSES BEFORE THE EXPIRATION DATE, PLEASE SEND WRITTEN NOTIFICATION BY EMAIL OR MAIL TO THE LICENSING DEPARTMENT. THE NOTICE MUST INCLUDE THE SENDER'S NAME, TITLE WITHIN THE ORGANIZATION, AND THE DATE THE BUSINESS CLOSED.

TOTAL OCCUPATIONAL TAX PAID: $2,250.00

TO BE POSTED IN A CONSPICUOUS PLACE IN THE BUSINESS HEREIN DESCRIBED



Detail by Entity Name

Foreign Limited Liability Company
CLUB CAR, LLC

Filing Information

Document Number	M11000004388
FEI/EIN Number	13-3488925
Date Filed	08/24/2011
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/06/2023
Event Effective Date	NONE

Principal Address

4125 Washington Road
Evans, GA 30809

Changed: 04/20/2021

Mailing Address

4125 Washington Road
Evans, GA 30809

Changed: 02/25/2023

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 03/13/2020

Address Changed: 03/13/2020

Authorized Person(s) Detail

Name & Address

Title Member

SIGLER, MARY ANN
4125 Washington Road
Evans, GA 30809

Title P

WAGNER, MARK C
4125 Washington Road
Evans, GA 30809

Title CFO

SHAH, HARESH
4125 Washington Road
Evans, GA 30809

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 is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

    a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
    b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
    c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
    d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
    e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
    f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

VENDOR'S PRINTED NAME: Club Car, LLC

AUTHORIZED SIGNATURE: 

E-VERIFY CERTIFICATION

RFQ/Contract No: 240085-B-PH

Project Description: Golf Cart Leasing for the City of Tarpon Springs

Consultant/Firm acknowledges and agrees to the following:

Firm shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Consultant/Firm during the term of the Contract to perform employment duties within Florida; and

2. All persons, including Sub-Contractors, assigned by the Consultant/Firm to perform work pursuant to the Contract with the Department.

Company/Firm: Club Car, LLC

Authorized Signature:

Print Name: George Henry

Title: Territory Manager - Golf & Turf Sales

Date: 4/23/2024

This document must be completed and returned with your Submittal.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: Club Car, LLC

Proposer/Contractor FEIN: 13-3488925

Proposer/Contractor's Authorized Representative Name and Title:
George Henry, Territory Manager - Golf & Turf Sales

Address:
4125 Washington Rd

City: Evans State: GA Zip: 30809

Phone Number:
470-235-0336

Email Address:
george.henry@clubcar.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: _____
Who is authorized to sign on behalf of the above-referenced company.

Print Name and Title:
George Henry, Territory Manager - Golf & Turf Sales

Date: 4/23/2024

LEASE AGREEMENT (Golf Equipment – Municipal Entities – FL ONLY)

Lessee's Budget Year Ends in the Month of:	Lease Agreement Number:

TO OUR VALUED CUSTOMER: This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Lessee identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLL Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

LESSEE	Full Legal Name:			
	Mailing Address	City	State	Zip

SUPPLIER	Name: Address: Phone:	

TERM AND LEASE PAYMENT SCHEDULE

You agree to the following terms:

TERM

Commencing on: ☐ OR ☐ the 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date").

The Initial Term ("Term") shall be months from the Commencement Date.

PAYMENT

The aggregate sum due under this Lease includes lease payments and other amounts required to be paid under this Lease (each payment shall be referred to as a "Payment" and collectively as "the Payments") and shall be payable as follows:

The lease payment shall be as follows (the "Lease Payment"):

The first scheduled payment will be due on: ☐ OR ☐ the Commencement Date.

Each payment thereafter will be due:

☐ on the 1st day of the month or ☐ as indicated below.

Number of Payments:	Payment Amount:	Payment Frequency: ☐ Monthly ☐ Quarterly; or On the following day(s)
Use tax per Payment (estimated):	**Total Payment Amount with Sales/ Use Taxes (estimated):**	
Security Deposit:		

TAXES

Sales/use tax has been estimated above to provide an approximation of the taxes and total Payment amount. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment on the terms of this Lease. **Property tax will be billed annually and is due on invoice.** If the use tax payment box above is empty or indicates $0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to you and/or added to the Payments.

PAYMENTS. You agree to make all Payments due under this Lease to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time to time. Your Payments shall constitute a current expense and do not constitute a mandatory payment obligation of You in any fiscal year beyond Your current fiscal year. Your obligations hereunder shall not be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of Your general credit, tax revenues, funds, or moneys.

INSURANCE & TAXES. You are required to provide and maintain insurance related to the Equipment (defined below) and other items described in this Lease and to pay any property, use, sales, excise, and other taxes related to this Lease or any Equipment and to pay all license and registration fees assessed against this Lease or any Equipment. You agree to furnish Us with satisfactory evidence of Your tax exemption.

DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE. Each Payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% per month from the due date until paid or $1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returned or rejected for insufficient funds or any other reason, You shall pay to Us a fee of $25.00 or such other amount established by Us from time to time not to exceed the maximum amount permitted under applicable law. In Our discretion, such amount shall be paid on demand or added to the next Payment and You agree to pay such increased Payment amount.

TERMS AND CONDITIONS

1. Lease. We agree to lease to You and you agree to lease from Us, the equipment listed on the Equipment Schedule attached hereto and incorporated herein by reference, including all replacement parts, repairs, additions and accessories (the "Equipment") on the terms and conditions of this Lease and all exhibits, schedules and amendments hereto.

2. Term. Provided this Lease has been accepted and executed by both parties, this Lease shall become effective upon the Commencement Date and shall remain effective for an original term (the "Original Term") ending at the end of Your budget year in effect on the Commencement Date and shall be continued by You for additional one-year terms (each, a "Renewal Term") coinciding with Your budget year up to the total number of months indicated above as the Full Lease Term; *provided, however,* that at the end of the Original Term and at the end of each Renewal Term, You shall be deemed to have continued this Lease for the next Renewal Term unless You shall have terminated this Lease pursuant to Section 3. Payments under this Lease shall be due as set forth on the Payment Schedule until the balance of the Payments and any additional Payments or expenses chargeable to You are paid in full. Payment amounts and other amounts required to be paid under this Lease shall be referred to in this lease as "Payments." Unless otherwise indicated in the Payment schedule provided above, the first Payment under this Lease is due when this Lease is signed by You and the remaining Payments will be due on the first day of each subsequent month through the expiration of the Term. You agree to pay Us the amount of all search fees, filing fees and administration fees specified in this Lease at the time this Lease is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search and filing fees incurred by Us in connection with this Lease upon demand by Us. EXCEPT AS PROVIDED IN SECTION 3, THIS LEASE IS NON-CANCELABLE AND YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF THE EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY EQUIPMENT. In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Equipment, the claims of third parties or damage to the Equipment.

3. Non-Appropriation of Funds. Notwithstanding anything to the contrary contained herein, You warrant that You have funds available to pay all Payments that are to be paid hereunder through the end of Your current appropriation period. If Your legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and You do not otherwise have funds available to lawfully pay the Payments (a "Non Appropriation Event"), You may, subject to the conditions herein and upon prior written notice to Us (the "Non-Appropriation Notice"), effective the later of (a) 60 days after such Non-Appropriation Notice, or (b) the end of Your then-current appropriation period (the "Non-Appropriation Date"), terminate this Lease and be released of Your obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Section, You shall (a) provide with the Non-Appropriation Notice a sworn affidavit of a responsible official that a Non-Appropriation Event has occurred and that You have attempted to obtain funding, in good faith, from all available funding sources, but those efforts have failed to obtain funding for the Payments, (b) return the Equipment on or before the Non-Appropriation Date to Us or a location designated by Us, in the condition required by, and in accordance with the return provisions of, this Lease, at Your expense, and (c) pay Us all sums payable to Us under this Lease up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, We shall retain all sums paid hereunder or under the Lease, including the security deposit, if any, specified in this Lease. Termination pursuant to this Section shall not constitute a Default under this Lease; provided that the Parties agree that this Section is not intended to permit You to terminate this Lease at will or for convenience. Upon return of the Equipment to Us, We shall use Our best efforts to lease or sell the Equipment upon such terms as We in Our reasonable judgment deems prudent. We shall apply the net proceeds of that sale or lease in the following manner: (i) first, to reimburse Us for all costs associated with the taking, removing, holding, repairing and leasing or selling of the Equipment; (ii) second, to pay to Us an amount equal to the Purchase Price for the Equipment at the time of the termination of this Lease; (iii) third, to pay to Us the amount necessary to satisfy Your remaining obligations under this Lease; and (iv) fourth, to remit any amounts thereafter remaining to You. No deficiency will be allowed against You.

4. Delivery and Acceptance; DISCLAIMER OF WARRANTIES. You agree to accept each item of Equipment in its as-is condition when delivered and to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You also agree that neither the manufacturer nor the supplier of the Equipment is an agent of Ours. If the Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Lease and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Lease or the obligation to make Payments hereunder. Your execution of a Delivery and Acceptance Certificate in the form attached hereto shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of this Lease.

5. Use, Maintenance and Return of Equipment. So long as You are not in Default under this Agreement, We agree not to interfere with Your right of quiet enjoyment and use of the Equipment. You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: (a) to operate the Equipment in a careful manner; (b) to maintain the Equipment in good repair and repair any damage thereto; (c) restrict the Equipment's use to experienced and competent operators employed by You; (d) to use the Equipment only in the conduct of Your business; (e) properly house and store the Equipment when not in use; (f) not to rent or sub-lease the Equipment without Our prior written consent except as described in Section 17; (g) to not allow any lien, encumbrance or security interest (other than as created pursuant to this Lease, if any) attach to any Equipment; (h) to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and (i) to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against this Lease and/or any Equipment, including without limitation, its use or operation and to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us. Upon the expiration or termination of the Lease, You agree to make the Equipment available for pick up by Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work and trim, rips, tears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to the Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and shall not, without Our approval, effect any modification or alteration of or to any Equipment. You shall comply with any mandatory or recommended product recalls issued by the manufacturer. All replacement parts and improvements incorporated into any Equipment shall become Our property. Should this Lease be terminated prior to the expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of this prorated unit total. We may, at any reasonable time, access the premises where the Equipment is located so that We may inspect the Equipment's existence, location, installation, condition and/or maintenance.

6. Risk of Use, Damage and Destruction. You assume all risk arising from the possession and operation of the Equipment and agree to defend and indemnify Us and hold Us harmless from all claims, demands, damages and losses, including reasonable attorneys' fees and expenses, arising therefrom. In the event of the theft, destruction or other total loss with respect to any item of Equipment (each item of Equipment singularly referred to herein as the "machine") during the Term or any extension thereof, You shall provide Us prompt written notice. In the event of damage thereto from any cause which in Our judgment cannot be economically repaired, or in the event of the loss of the machine, its theft, or removal from Your possession by the operation of law or otherwise, then, but only with respect to that machine, this Lease shall terminate and You shall immediately pay to Us, only with respect to that machine, the sum of all past due and future Payments for the then-current Term and interest thereon, Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, plus the residual value associated with such machine, all as indicated in Our books and records. In the event the Lease covers two or more items of equipment, the Payment allocation shall be based on the pro-rata relationship of the Minimum Equipment Insurance Amount Required, as shown in this Lease, to the total Payments.

The Payments due under this Lease on the remaining items of equipment following such termination shall be reduced by the unpaid balance of the Payments allocable to the lost piece of equipment as set forth above. The amount of any insurance proceeds received by Us because of such destruction or event, and the amount received by Us upon the disposition of the machine should it be recovered, shall be deducted (i) first, from the residual value of such machine as indicated in Our books and records (the "Residual Value"), and (ii) second, from the Payments, any excess amount over the Residual Value. In the event of damage to any machine, which damage in Our judgment can be economically repaired, then this Lease shall not be terminated with respect to the machine, but rather the machine shall be restored to its original condition by You, at Your expense. We shall apply the amount of any insurance proceeds received by Us because of such damage first to the repair of the machine and any excess amount of insurance proceeds shall be credited to the Payments.

7. Insurance. You shall purchase and maintain, at Your expense: (a) standard all risk type property damage insurance (covering theft, destruction and/or damage) for the Equipment's full replacement value and in no event less than the Minimum Equipment Insurance Amount Required (as indicated on the Equipment Schedule) with a maximum deductible equal to the greater of $500.00 or five percent (5.0%) of the adjusted loss; (b) liability insurance in an amount of at least one million dollars ($1,000,000) (five million dollars ($5,000,000) if the Equipment or any single machine is deemed a "motor vehicle" under applicable law in the state where You are located) that protects You and Us against the risk of personal injury and physical damage (to property other than the Equipment itself) arising out of or resulting from or because of the operation of the Equipment; and (c) workers' compensation coverage as required by the laws of the state in which You are located. All insurance required herein must be in a form and from an insurer satisfactory to Us and You shall keep such insurance in effect during the Full Lease Term. Evidence of all such insurance shall be provided to Us and such insurance shall provide Us with 10 days advance notice of modification or cancellation and name Us as loss payee. If such insurance is modified, cancelled or allowed to lapse, We may (but shall not be obligated to) purchase or otherwise provide such insurance from an insurer of Our choice, which may be an affiliate of Ours. The costs, limits, terms, conditions and coverage of such replacement insurance, if any, may vary from any previous coverage. We may add the costs of acquiring and maintaining such insurance and Our fees for Our services in placing and maintaining such insurance (collectively "Insurance Charge") to the Payments and You agree to pay such amount, together with interest thereon at a rate per month of 1.75% from the date such insurance was purchased or provided by Us until paid. You agree that such Insurance Charge and additional amounts and the interest thereon shall, as specified by Us, either be paid on demand or be added to the Payments and You promise to pay the resulting increase in the Payments and agree that We may make a profit. We shall have no responsibility to You for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which You may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Us. Nothing in this Lease will create an insurance relationship of any type between Us and/or any person or party. **Insurance coverage for personal liability or physical damage caused to the property of others is not provided.**

8. UCC Filings; Article 2A Provisions; Finance Lease Status. We are the owner of and will hold title to the Equipment under this Lease. Although the Equipment may become attached to real estate, it is and will remain personal property and will not become a fixture. If this Lease is deemed to be a security agreement, You grant us a security interest in the Equipment, whether categorized as inventory, goods or otherwise, under the Uniform Commercial Code ("UCC"), as collateral to secure payment of all of Your present and future obligations owed to Us including without limitation, Your Payments and We shall be entitled to all rights of a secured party under the applicable UCC with respect thereto. You authorize Us to prepare and file against You a financing statement (not to attach this Agreement) describing the Equipment. You hereby authorize, ratify and approve any financing statement covering Equipment filed by Us on or prior to the date hereof. The parties intend this Lease to be a true lease and the filing of a financing statement shall not be construed as evidence to the contrary. You agree Article 2A- Leases of the UCC applies to this Lease, and this Lease will be considered a "Finance Lease" as that term is defined in Article 2A. By signing this Lease, You acknowledge and agree that the Supplier identified in the Lease is the supplier (as that term if defined in Article 2A of the UCC) of the Equipment and that You Have been informed that You are entitled to the promises and warranties provided by the manufacturer, dealer, vendor or other person supplying the Equipment in connection with the contract by which We acquired the Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier, dealer or vendor of the Equipment for a description of any rights or warranties that You may be entitled to under the Supply Contract. With respect to this Lease, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC. You also represent that all trade-in property is free and clear of all security interests, liens and encumbrances.

9. Assignment / Sub-Lease. You may not assign this Lease or any of Your rights hereunder, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 18. We may assign this Lease without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges under this Lease, but shall have none of Our obligations.

10. Default. Each of the following is a "Default" under this Lease: (a) You fail to pay any Payment or any other payment obligation when due under this Lease; (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates; (c) any representation or warranty made by You proves to be incorrect in any material respect when made; (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, or You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws; (e) You sell all or substantially all of Your assets or property, (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 18; (g) You shall suffer a material adverse change in Your financial condition or operations; (h) You shall cause or suffer to exist any sale or transfer of any interest which would result in a change in majority ownership of You; (i) You shall amalgamate, merge or consolidate with another entity without Our consent; (j) any guarantor of Your obligations under this Lease dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above; or (k) any letter of credit required under this Lease is breached, canceled, accelerated, terminated or not renewed for any reason.

11. Remedies. In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, We may, at Our option: (a) cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) declare the entire unpaid balance of all Payments immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all past due and future Payments and interest thereon for the then-current Term, (ii) Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, and (iii) the Residual Value of the Equipment; (c) require You to deliver the Equipment to Us; (d) peacefully repossess the Equipment without court order and You will not make any claims against Us or our agents for damages or trespass or any other reason; (e) appoint a receiver/manager; (f) charge You interest on all monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Lease.** If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) (i) first, to the Residual Value; (ii) second, to Payments, Taxes, fees and charges that would have become due in the course of the Full Lease Term; and (iii) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of termination or expiration of this Lease or at the time of Default, whichever is earlier. The remedies provided by this Lease in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law. We and You agree that there is no intention to create under this Lease a right of Us to dispossess You involuntarily of the legal title to or the right of use of the Equipment. We hereby irrevocably waives any right to specific performance of Your covenant to transfer legal title and return of possession of the Equipment to Us.

12. Renewal. Unless this Lease is earlier terminated pursuant to Section 3, You must give Us at least 60 (but not more than 180 unless waived by Us in Our sole discretion) days written notice before the end of the Full Lease Term that You will return the Equipment to Us. Until You give Us such written notice: **(a) the Lease will automatically renew on a month-to-month basis (each a "Renewal Month Term") until You provide Us 60 days prior written notice that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Month Terms)**, each Renewal Month Term will commence immediately upon the expiration of the then current term and (b) the terms of the Lease, including without limitation the amount of the Payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Month Term.

13. Indemnification. You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees and expenses, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Lease (and any supplements and amendments hereof). To the maximum extent permitted by applicable law, You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Lease or full payment of all obligations owed by You hereunder.

14. Representations, Warranties and Covenants. You represent, warrant and covenant as follows: (a) You are a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the state in which You are located; (b) You are authorized under the constitution and laws of said state to enter into this Lease and the transaction contemplated hereby and to perform all of Your obligations hereunder; (c) You have been duly authorized to execute and deliver this Lease by proper action and approval of Your governing body at a meeting duly called, regularly convened and attended throughout by requisite majority of the members thereof or by other appropriate official approval; (d) this Lease constitutes Your legal, valid and binding obligation enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default exists at the Commencement Date; (f) You have in accordance with the requirements of lawfully budgeted and appropriated sufficient funds for the current fiscal year to make the Payments scheduled to come due during the Original Term and to meet Your other obligations for the Original Term and such funds have not been extended for other purposes; (g) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a corporate and body politic; (h) You have complied with such public bidding requirements as may be applicable to this Lease and Your acquisition of the Equipment hereunder; (i) there is no action suit, proceeding inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting You or this Lease, nor to the best of Your knowledge is there any basis therefore wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect Your financial condition or properties; (j) You have obtained all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Lease or in connection with the performance of Your obligations hereunder; (k) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which the You are or are to be a party will not violate any judgment, order, law or regulation applicable to You or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any of Your assets or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which You are a party or by which You or Your assets maybe be bound, except as herein provided; (l) the Equipment described in this Lease is essential to Your function or to the services You provide to Your citizens, You have an immediate need for, and expect to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future and the Equipment will be used by You only for the purpose of performing one or more of Your governmental or proprietary functions consistent with the permissible scope of Your authority and will not be used in the trade or business of any other entity or person; (m) You have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement. Your representations, warranties and covenants shall survive beyond the Full Lease Term and the termination of this Lease.

15. Choice of Law and Jurisdiction; Waiver of Jury Trial. The law of the state of Your address shown on the front page hereof shall govern all matters relating to this Lease. This Lease shall not be enforceable by You until signed by Us in our Johnston, Iowa offices. **To the extent permitted by applicable law, You also waive Your right to a trial by jury.**

16. Waivers. You acknowledge receipt of an executed copy of this Lease. Where permitted by law, You waive Your right to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Lease or any amendment hereof. To the extent permitted by law, You, being fully aware of the rights and benefits afforded to You by statute, hereby waive the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to leases, conditional sales, or regulatory credit, and of any regulations made thereunder in any and all states of the United States, which would, in any manner, affect, restrict or limit Our rights hereunder. You also waive and assign to Us the right of any statutory exemption from execution or otherwise and further waive any rights to demand security for costs in the event of litigation.

17. TAX TREATMENTS AND INDEMNIFICATION. Unless otherwise provided, this Lease is entered into on the assumption that We are the owner of the Equipment for income tax purposes and are entitled to certain federal and state tax benefits available to an owner of the equipment (collectively "Tax Benefits"), including without limitation, accelerated cost recovery deductions and deductions for interest incurred by the Lessor to finance the purchase of the Equipment, available under the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) the Equipment will be used for a governmental or proprietary purpose; (b) You are a tax-exempt entity (as defined in Section 168(h) of the Code); (c) You will use all Equipment solely within the United States; and (d) You will take no position inconsistent with the assumption that We are the owner of the Equipment for any tax purposes. You and Us contemplate that the Equipment will be exempt from all Taxes. If, however, because of any of Your acts or omissions or any party acting through You, or the breach or inaccuracy of any representation, warranty or covenant made by You, We reasonably determine that we cannot claim, are not allowed to claim, or that we may lose or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us an amount sufficient to provide Us the same after-tax rate of return and aggregate after-tax cash flow through the end of the term of such Lease then in effect that We would have realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Payments or receipts with respect to this Lease. If You do not pay any of the Taxes, We have the right, but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measured by such Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property, use or other Tax returns as required by law under this Lease. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. **We make no recommendation, representation or warranty as to the treatment of this Lease for tax or accounting purposes.** You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Lease and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Lease.

18. Golf Cars. If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 5, 9 and 10 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. To the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

19. Financial and Credit Information; Communication Methods. You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine are necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us. You further agree to provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary. Providing Your email address and/or telephone number in Your credit application or otherwise is Your acknowledgment that We may retain

Your email address and/or telephone number for further communication with You. You agree to allow Us to conduct business with You using email or by calling You, regardless of the purpose of Our communication, which may include, without limitation, collections and notices under Your agreements with Us. We reserve the right to use the method of communication We deem best in interacting with You.

20. Facsimile. This Lease may be executed by a party and transmitted by facsimile or electronic mail. You agree that a copy of this Lease bearing Your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Lease which bears both a signature of Us and You and Our original signature shall be deemed the execution original of this Lease for the purposes of taking possession of this Lease for all other purposes.

21. Miscellaneous. You agree the terms and conditions contained in this Lease constitute the final agreement between You and Us and is the exclusive expression of our agreement regarding the lease of the Equipment. All earlier and contemporaneous negotiations and agreements between You and Us on the matters contained herein are expressly merged into and superseded by this Lease. Any modification or addition to the terms of this Lease must be in a written agreement identified as an amendment and signed by Us. **You agree, however, We are authorized, without notice to You, to insert in this Lease and/or the Equipment Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such information reflected in this Lease and/or the Equipment Schedule and correct any other patent errors or omissions in the description of any item of Equipment reflected in the Equipment Schedule, to supply information missing from this Lease or the Equipment Schedule and to correct any obvious errors in this Lease or in the Equipment Schedule.** Without limiting the foregoing, You agree we may insert the date and Number of this Lease after Your execution of the Lease. If We delay or fail to enforce any of Our rights under this Lease, We will still be entitled to enforce those rights at a later time and such rights shall not be waived. Any waiver by Us of any breach or default will not constitute a waiver by Us of any additional or subsequent breach of default nor shall it be a waiver of any of Our rights. Any waiver of a remedy, term or condition or change to the terms and conditions of this Lease must be in writing and signed by Us. All notices shall be given in writing by the party sending the notice and shall be effective when (a) deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overnight courier of national reputation, in either case, addressed to the party receiving the notice at the address shown on the front of this Lease (or to any other address specified by that party in writing). All of Our rights and indemnities will survive the termination of this Lease. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of this Lease, shall survive and be enforceable by Us and Our successors and assignees. Payments received may be applied at Our discretion to obligations hereunder or to any other indebtedness owed by You to Us despite directions, if any, appearing on the remittance or communicated to Us otherwise, and to late charges first and then to the amount owing. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any or all of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts We believe are necessary to protect Our interest. You agree to reimburse Us immediately upon Our demand for any such amounts We pay. In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the parties hereto agree such provision shall be ineffective and the remaining provisions of this Lease shall remain in full force if the essential provisions of this Lease for each party remain valid, legal, and enforceable. Any provision of this Lease which is, for any reason, unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Lease and Equipment Schedule shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall promptly execute and deliver to Us such further documents and take such further action as We may request to more effectively carry out the intent and purpose of this Lease and the Equipment Schedule. Words importing the singular include the plural and vice versa and words importing gender include all genders. If more than one lessee has signed this Lease, each of You agree Your liability is joint and several. Restrictive or similar endorsements contained on or provided in connection with any Payment You make shall not be binding on Us. Time is of the essence under this Lease.

22. Rental Payments to Constitute a Current Expense of You. Your obligation to pay Payments hereunder shall constitute a current expense of You payable from sources other than ad valorem taxes and does not constitute a mandatory payment obligation of You in any fiscal year beyond the then current fiscal year of You. Your obligations hereunder shall not in any way be construed to be a debt of You in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of the ad valorem tax revenues, funds or moneys of You. We and You further understand that the use of the ad valorem taxing power to make Payments cannot be compelled.

IF YOU ARE A COUNTY, You represent and covenant that (a) if the Maximum Lease Term is greater than five years, Payments will be payable from sources other than ad valorem taxes, and (b) You represent and covenant that this Lease has been, or will be, approved by Your Board of County Commissioners prior to the Commencement Date.

BY SIGNING THIS AGREEMENT AND EACH SCHEDULE: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT AND EACH SCHEDULE (II) YOU AGREE THAT EACH SCHEDULE THAT IS A LEASE IS A NET LEASE THAT, WITH RESPECT TO EACH SCHEDULE, YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER EACH SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS AGREEMENT AND EACH SCHEDULE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS AGREEMENT AND EACH SCHEDULE THAT IS A LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA AND YOU CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS WITHIN POLK COUNTY, IOWA AND EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date set forth on the first page of this Lease.

LESSEE SIGNATURE	Lessee	LESSOR SIGNATURE	**DLL Finance LLC,** At: 8001 Birchwood Court, Johnston, IA 50131
	Authorized Signature		Authorized Signature
	Print Name Title Date		Print Name & Title Date

Equipment Schedule

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour

Note: Although the Equipment listed above may be described as "New", that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment description above is accurate and complete.

LESSEE SIGNATURE	
	Lessee
	Authorized Signature
	Print Name Title Date

Delivery and Acceptance Certificate

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour

The undersigned hereby certifies that Lessee has leased all items described in (the "Equipment") pursuant to the Lease Agreement between DLL Finance LLC ("Lessor") and the Lessee identified below and in the Lease Agreement No. (the "Lease") and further certifies that:

(i) the Equipment has been delivered to and has been received by Lessee;
(ii) all installation or other work necessary prior to the use thereof has been completed;
(iii) all Equipment has been examined by Lessee, is in good operating order and condition, and is in all respects satisfactory to Lessee;
(iv) the Equipment is accepted by Lessee for all purposes under the Lease Agreement and the Lease.

LESSEE SIGNATURE	
	Lessee
	Authorized Signature
	Print Name Title Date

Credit Application

To protect the privacy of certain information, please return the completed application to Customer Finance or Customer Service.

Company Information

Legal Name		DBA		
Contact Name	Email		Company Phone	Fax
Billing Address	City	State	Zip	County
Shipping Address	City	State	Zip	County

Type of Ownership

☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Limited Liability Company ☐ Municipality

Federal ID Number _____ Registration Number _____

Please attach a copy of resale/tax-exempt certificate if applicable.

Ownership / Business Information

Owner/Officer Name	% Held	Title	Email
Home Address	City	State	Zip
Owner/Officer Name	% Held	Title	Email
Home Address	City	State	Zip
Owner/Officer Name	% Held	Title	Email
Home Address	City	State	Zip

Financial Officer Name	Phone Number	Email	**Estimated Club Car Credit Limit** $
Accounts Payable Name	Phone number	Email	***Prospective Dealers Only*** **Estimated Floorplan Credit Limit** $

Email Address for Invoice Delivery (Retail Accounts Only)
Date Business Started / Parent Company
Additional Location Address

Trade References: *Three Required*

Name	Contact/Telephone		Email	
Address	City	State	Zip	Fax
Name	Contact/Telephone		Email	
Address	City	State	Zip	Fax
Name	Contact/Telephone		Email	
Address	City	State	Zip	Fax
Name	Contact/Telephone		Email	
Address	City	State	Zip	Fax

Bank Reference and Release

Name of Bank	Contact/Telephone		Email	
Address	City	State	Zip	Fax
Checking Account No.	Loans ☐ Yes ☐ No	Loan Account Number	Line of Credit ☐ Yes ☐ No	

By signing this Credit Application, we hereby authorize the above-named bank and trade creditors to release credit information concerning our company and account shown above to be used exclusively for the purpose of credit evaluation. All information given will be held confidential. Applicant(s) signature attests to the financial responsibility, ability, and willingness to pay invoices in accordance with terms of sale from date of Invoice. The above information is for credit and financial responsibility. We further authorize Club Car, LLC and any such bureau or agency to obtain additional credit reports on us from time to time in connection with the extension or continuation of such business credit. This shall also be a continuing authorization for all present and future disclosures of account information and credit experience on applicant made by Club Car or its business partners. **BY SIGNING BELOW, THE PERSON(S) EXECUTING THIS DOCUMENT ACKNOWLEDGE THEY HAVE READ OUR TERMS AND CONDITIONS OF CREDIT (Schedule A).**

Signature (Owner/Officer)	Date	Signature (Owner/Officer)	Date
Printed Name	Title	Printed Name	Title
Club Car Sales Representative Name		Signature	Date

Club Car

TERMS AND CONDITIONS OF CREDIT

1. **PAYMENT**
   a. Any payment received from the buyer, whose signature appears on the credit application ("Buyer"), by Club Car, LLC ("Seller") may be applied by Seller against any obligation owing by Buyer to Seller, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Seller. The acceptance by Seller of such payment shall not constitute a waiver of Seller's right to pursue any remaining balance.
   b. On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the rate of 12% per annum (or such lower rate as may be the maximum permitted by law. In the event that Seller shall, inadvertently or otherwise, charge Buyer a higher rate than permitted by applicable law, Seller shall make such refund to Buyer as law requires, which refund shall constitute liquidated damages for such unlawful charges.). Should Buyer fail to make any payment required hereunder, Seller may, without notice, declare all obligations of Buyer to Seller ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Seller to Buyer.
   c. Should any dispute arise with respect to any goods delivered by Seller to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
   d. Buyer irrevocably agrees that it will not, without Seller's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment", "in full satisfaction", or words of similar effect.
   e. In the event that either Buyer or Seller finds it necessary to retain counsel in connection with the negotiation, workout, extension, modification, enforcement, or collection of any contract between them, Buyer shall pay the attorney's fees and expenses of Seller.
   f. Buyer and agent (as defined below) represent that all checks issued to Seller will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer, as will the Agent, acknowledges that this representation will be materially relied upon by Seller in extending credit to Buyer.
   g. Buyer agrees to reimburse Seller for all costs and expenses, including attorneys' fees, which Seller incurs in enforcing any judgment rendered in connection with this Agreement. This provision is severable from all other provisions hereof and shall survive, and not be deemed merged into, any such judgment.
   h. The credit extensions made by Seller shall be evidenced by one or more accounts or records maintained by the Seller in the ordinary course of business. The accounts or records maintained by the Seller shall be conclusive absent manifest error of the amount of the Obligations and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Buyer to pay any amount owing with respect to the Obligations.

2. **SALE OF BUSINESS**
Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of the Seller. In the event that Buyer does not provide such notice to Seller and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Seller arising from the date of such sale of assets to the date Seller learns of such asset sale.

3. **BUYER'S RECEIPT OF GOODS WHILE INSOLVENT**
In the event that Buyer receives any goods from Seller while Buyer is insolvent (as such terms is used in §2-702 of the Uniform Commercial Code), this writing and the invoices received from Seller relating to such goods shall constitute Seller's demand for reclamation of such goods.

4. **WITHDRAWAL OF CREDIT APPROVAL**
Seller reserves the right before shipment of any goods ordered by Buyer from Seller, to require that all or a portion of the purchase price relating thereto be paid to Seller, in good funds, prior to shipment.

5. **MATERIAL ADVERSE CHANGE IN BUYER'S FINANCIAL CONDITION**
Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Seller determines there to have been a material adverse change in the financial condition or business affairs of the Buyer so that in Seller's reasonable judgment Buyer's ability to pay the Obligations has become impaired.

6. **VERIFICATION OF CREDIT REFERENCES**
Seller is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Seller is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Seller may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.

7. **OBLIGATIONS OF BUYER**
By signing the credit application the Buyer acknowledges that:
   a. Buyer has read and agrees to be bound by these terms and conditions, and they will govern and apply to all transactions between Buyer and Seller, unless specifically modified by a writing signed by Seller;
   b. All statements set forth herein are true and correct, and such statements will be materially relied upon by Seller in extending credit to the Buyer; and
   c. Buyer shall provide Seller with year-end financial statements annually or when requested by Seller to determine credit worthiness.

8. **EQUAL CREDIT OPPORTUNITY ACT NOTICE**
The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

9. **DISCLOSURE OF BUYER'S RIGHT TO A STATEMENT OF SPECIFIC REASONS FOR ACTION**
If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within 60 days of Seller's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

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.

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.

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

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) ▶ _____

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.

Requester's name and address (optional)

6 City, state, and ZIP code

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

__ - _____

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** ▶ **Date** ▶

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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Club Car Connect – Customer Information Sheet

Customer to complete sections 1-4

1. Customer Billing Info

TAX ID#			
CUSTOMER LEGAL ENTITY NAME		COURSE NAME	
COURSE ADDRESS/ CITY/ COUNTY/ STATE/ ZIP			
BILLING ADDRESS/ CITY/ COUNTY/ STATE/ ZIP (If different from course address)			
BILLING CONTACT NAME	TITLE	BILLING EMAIL	BILLING PHONE

2. Customer Contact Info – Electronic Document Instructions

Adobe Sign	The Contract will be sent via electronic signature to the signer listed below unless otherwise requested.	
AUTHORIZED SIGNER NAME	**EMAIL**	PHONE
☐ Check here to have contract sent via email attachment in lieu of E-sign.		

3. Onsite Contact Info

ONSITE PROJECT CONTACT NAME (If different)	TITLE	EMAIL	PHONE
Contact for IT/Local Area Network (if different)			
SHIPPING ADDRESS (If different from course address)	SPECIAL DELIVERY INSTRUCTIONS:		

4. Course Info

NUMBER OF CLUB HOUSES	NUMBER OF HOLES	**IMPORTANT FOR GRAPHICS PRODUCTION:** If more than 18 holes, please list each course name and number of holes per course	
SCORECARD: A current scorecard is needed for graphics production, please email an image to your salesperson or (if current) provide the URL web address here:			

X	PLEASE CHECK TO ACKNOWLEDGE
☐	You understand that the system requires **Unrestricted High-Speed Internet for system installation, monitoring & maintenance service?**
☐	You are aware Wi-Fi Access Points are required and may need to be mounted in or around the Clubhouse/Pro Shop area for system installation?
☐	You understand that a **110v power outlet** is needed in the car storage area for powering a wi-fi access point?

YES	NO	PLEASE PROVIDE ANSWERS TO ALL QUESTIONS:	
☐	☐	Club Car requests that you have 2 staff members available to provide Club Car with assistance with system installation and to receive training. Will staff be available?	
☐	☐	Is tournament management integration required?	If yes, who is the preferred vendor?
☐	☐	Is the Club House, Car Storage Area or Golf Course under Construction or undergoing renovations?	If yes, describe:
☐	☐	Have there been changes made to the course layout in last 12 months?	If Yes, describe:
☐	☐	Are there any additional practice holes or special mapping requirements in addition to the number of holes listed above?	If Yes, describe:
Please list any additional languages needed in the system (in addition to English):			Languages:

Remaining form to be completed by Club Car Representative

Sales Territory Information (Provide all applicable info)

CSM	BRANCH	NATIONAL ACCT. MGR.	COMMENTS
TM/RM	DISTRIBUTOR NAME	NATIONAL ACCT. COMPANY NAME	

Fleet Delivery Information

EXPECTED INSTALL DATE: ☐ Lease Car Lease ☐ Purchase Term (Mo)	IMPORTANT: Minimum lead time for Visage delivery is 3 weeks from signed Connectivity contract & credit approval (schedule availability dependent); Visage delivery *may not be in sync with Car delivery* if order is inside min lead time. Visage delivery immediately prior to a Customer event should be avoided.

Qty	FACTORY	TECHNOLOGY	USE	MAKE/ MODEL	POWER	YEAR	NOTES
Qty	FACTORY / FIELD	TECHNOLOGY	USE	MAKE/ MODEL	POWER	YEAR	NOTES
Qty	FACTORY / FIELD	TECHNOLOGY	USE	MAKE/ MODEL	POWER	YEAR	NOTES

	YES	NO	
Does Customer have any other non-fleet (new/existing) vehicles that require technology?	☐	☐	If Yes, describe:
SPECIAL DELIVERY INSTRUCTIONS			

V3.2

Board of Commissioners

Memorandum

Date: May 7, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 240099-C-PH, Pipe Lining of Castleworks Lane Utilizing Volusia County Contract No. 22-B-41HO, Pipe Lining and Rehabilitation of Stormwater Structures

Recommendation

Award File No. 240099-C-PH, Pipe Lining of Castleworks Lane utilizing Volusia County Contract No. 22-B-41HO, Pipe Lining and Rehabilitation of Stormwater Structures, with Inliner Solutions, LLC for the period of May 7, 2024 through September 19, 2025 at an estimated annual amount of $150,000.00 for the Public Works Department – Streets and Stormwater Division.

Background

On June 29, 2022, Volusia County awarded Contract No. 22-B-41HO for the purpose of providing pipe and manhole lining and rehabilitation of stormwater structures to Inliner Solutions, LLC. The stormwater pipes on Castleworks Lane are in need of repairs (see attached memo).

Volusia County competitively bid these services and the contract was awarded to Inliner Solutions, LLC (formerly known as Granite Inliner, LLC). Contractors awarded under this bid may permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms and conditions.

Funding

Stormwater, 406-4802-538.6300

Strategic Plan Objective

N/A

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:	Tom Funcheon, Publics Works Director
To:	Patty Hall, CPPB, Senior Procurement Analyst
DATE:	April 16, 2024
SUBJECT:	Award File No. 240099-C-PH Utilizing Volusia County, FL Bid 22-B-41HO; Countywide Pipe and Manhole Lining, Renewal, and Rehabilitation Services

RECOMMENDATION:

Award File No. 240099-C-PH, VOLUSIA COUNTY, FL Bid 22-B-41HO; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services with Granite Inliner, LLC, in the estimated not to exceed annual amount of $150,000.00, through 09/19/2025, for the Public Works Department, Streets and Stormwater Division.

BACKGROUND:

Volusia County Board of County Commissioners awarded Contract No. 21-05 for countywide pipe and manhole lining, renewal, and rehabilitation services. This contract was competitively bid and awarded to Granite Inliner, LLC, contract valid 09/19/2025.

The City is improving its Stormwater Inspection and Repair Program. Relining stormwater pipes is an essential part of the City's repair and maintenance program. Repairing pipes sub-surface is less costly than replacement, with minimal effects on other utilities and residents. Authorizing use of this contract will provide the City with proper equipment, materials, and labor to perform as-needed pipe and manhole lining repairs. Project is slated for Castleworks Lane.

FUNDING: Stormwater 406-4802-538.63

PROPOSAL

DATE: **February 13, 2024**

SUBMITTED TO: **City of Tarpon Springs**
324 E. Pine St
Tarpon Springs, FL 34688

Attention: Tony Mannello

JOB LOCATION: **Castleworks Ln.**

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of

One Hundred Thirty-One Thousand Four Hundred Thirty Dollars and No Cents ($131,430.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
67. 18" Diameter 101' to 500' Unit Price 2' to 4' Pipe Cover	115	LF	$ 90.00	$ 10,350.00
76. 24" Diameter 101' to 500' Unit Price 0' to 2' Pipe Cover	423	LF	$ 135.00	$ 57,105.00
81. 30" Diameter 101' to 500' Unit Price 0' to 2' Pipe Cover	349	LF	$ 150.00	$ 52,350.00
166. MOT Light Traffic - 2 lane road - 1 lane operation	5	DAY	$ 375.00	$ 1,875.00
172. Stormwater By Pass Pumping Low Volume Pumping	5	DAY	$ 1,950.00	$ 9,750.00
				$ -
			TOTAL	**$131,430.00**

NOTES:

1 Pricing based on pricing contained in contract between Inliner and Volusia County T8033 22-B-41HO
2 Inliner to be installed as per ASTM & manufacturer's specifications.
3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
5 Price quoted does not include point repairs if required prior to installing Inliner.
6 Contractor shall furnish Owner with a Final Inspection (Digitial) of the rehabilitated sewer(s)

Signature _____
Daniel Banken, Area Director

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

VOLUSIA COUNTY COUNCIL ACTION LIST

MEETING DATE: September 20, 2022

Consent Items 01

Item #	Description	Action	Motion/Vote
Item A	Renewal of Air Service Support Program, Maximum. Expenditure: $200,000	APPROVED and ADOPTED Resolution No. 2022-132.	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item B	Contract with SmartWatch/Sciens Building Solutions, for the Daytona Beach International Airport fire alarm system replacement, 22-P-120IF, C1823, and associated budget resolution. Expenditure: $522,368	APPROVED and ADOPTED Budget Resolution No. 2022-133.	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item C	Approval of the 2022-2023 CareerSource Flagler/Volusia Annual Budget and Approval of CareerSource Flagler/Volusia 2022-2024 Plan Updates.	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item D	Team Volusia Economic Development annual report and FY 2022-2023 funding re-affirmation.	APPROVED (Including Funding Re-Affirmation).	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item E	Sale of the County-Owned DeLand Crossing Industrial Park Lot #6, County Parcel ID #711803000060. **Revenue: $435,000**	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item F	Agreement with the School Board of Volusia County for printing services. Estimated annual Expenditure: $60,000	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item G	Approval of amendments to agreements with Giddens Security Corporation and S&S Management Group, LLC d/b/a Security Solutions of America for professional security officer services, armed and unarmed, 19-P-120BB. Estimated increased expenditure: $107,241	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item H	Approval of energy and investment grade audit with Siemens Industry, Inc, 22-SQ-44KW. Expenditure: $150,000	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item H-1	Budget resolution - appropriation of additional funding to the community services block grant budget. CDBG funds: $150,000	APPROVED and ADOPTED Budget Resolution No. 2022-134.	Motion by Post; seconded by Wheeler; carried 7 to 0.

Item #	Description	Action	Motion/Vote
Item I	Amendment No. 1 with Council on Aging of Volusia County, Inc. for transportation of clients to and from community resources. **Estimated annual revenue: $350,000**	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item J	Final Plat for Halifax Plantation Unit II, Section O, Phase 4, a residential subdivision consisting of 68 single-family lots. District: #4	APPROVED with all recommended conditions.	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item K	Final Plat for Pelham Park Phase 3, a residential subdivision consisting of 55 single-family lots. District: #1	APPROVED with all recommended conditions.	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item L	Proclamations to be presented outside county council chambers. ·Spring Hill T.U.R.N. Festival - September 10, 2022. ·Volusia Remembers Day - September 17, 2022. ·Constitution Week - September 17 to 23, 2022. ·Opioid and Stimulant Use Disorder Awareness Month- September 2022. ·A Day of Remembrance - September 22, 2022.	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item M	Award of contracts for printing services, 22-SQ-134TF. Estimated annual expenditure: $150,000	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item N	Minutes of the May 3, 2022 County Council meeting.	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.

Item #	Description	Action	Motion/Vote
Item O	Amendment to the classification and compensation plan schedule.	APPROVED for the increase in pay for the Deputy Clerk and Deputy Clerks Administrative Aide at a future meeting. APPROVED and ADOPTED Resolution No. 2022- 135 of the Amendment to the classification and compensation plan schedule as presented.	Motion by Post; seconded by Girtman; carried 4 to 3 with Council Members Wheeler, Johnson and Lowry OPPOSED. Motion by Girtman; seconded by Wheeler; carried 7 to 0.
Item O-1	Memorandum of Agreement between the International Association of EMTs and Paramedics (IAEP) and the County to increase the minimum base pay of EMTs effective October 1, 2022.	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item P	Settlement of a Liability Case: Danielle Perez v. County of Volusia, Case No.: 2021-11415-CIDL. Settlement amount: $65,000	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item Q	Termination of contract with Risk Connect and agreement for liability claims management system with Commercial Risk Management, Inc. Estimated annual expenditure: $43,500	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item R	Award of Agreement for holiday lighting services, 22-P-98MC for Ocean Center, Airport, TCK and DeLand Historic Courthouse. Estimated annual expenditure: $100,000 Ocean Center: $65,000 Airport: $10,000 Other: $25,000	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item S	Acceptance of the FY 22 Franklin's Friends Animal Welfare Grant. **Revenue: $10,000**	APPROVED and ADOPTED Budget	Motion by Post; seconded by Wheeler; carried 7 to 0.

Item #	Description	Action	Motion/Vote
		Resolution No. 2022-136.	
Item T	Approval of First Amendment for additional services to a master service and purchasing agreement with Axon Enterprises, Inc. for officer body worn cameras and tasers. Estimated annual expenditure: $41,829	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item U	Memorandum of Understanding (MOU) between the Florida Division of Emergency Management and the County of Volusia.	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item V	Extension of agreement with the City of Port Orange for fire suppression service to enclaves and adjacent unincorporated county areas. Annual expenditure: $50,000	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item W	Grant agreement with the Florida Division of Emergency Management for county-wide fixed facility hazards analysis. Revenue: $5,677	APPROVED and ADOPTED Budget Resolution No. 2022-137.	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item X	Renewal of Hydrant Maintenance Agreement with the Utilities Commission, City of New Smyrna Beach. Annual expenditure not to exceed: $57,502	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item Y	Approval of use of Lake County contract for fire equipment, supplies, and service per ITB 22-730. Estimated annual expenditure: $260,000	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item Z	Interlocal agreements for Public Works maintenance services for the Provision of Municipal Services to Daytona Beach Shores, DeBary, Deland, Deltona, Holly Hill, Lake Helen, New Smyrna Beach, Orange City, Ormond Beach, Pierson, Ponce Inlet, Port Orange and South Daytona.	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item AA	Agreements with Plantation Bay Community Association, Inc. and Eagle Rock Ranch Owners Association, Inc. in Flagler County for mosquito control services for a term of one year.	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item BB	Contract with Rush Marine, LLC, for the Lake Ashby Park Dock Repair, 22-B-100SR, C1829. Expenditure: $549,558	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.

Item #	Description	Action	Motion/Vote
Item CC	Proportionate fair share agreement with City of Daytona and Clyde Morris Phase V Partners, Ltd. for the Clyde Morris Landings - Phase V. **Revenue: $123,025**	APPROVED and ADOPTED Budget Resolution No. 2022-138.	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item DD	Agreements with Inliner Solutions, LLC and LMR Construction, Inc. for pipe lining and rehabilitating of stormwater structures, 22-B-41HO. Estimated annual expenditure: $490,000	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item EE	Utility Service Agreement with USEF I-4 Logistics Deltona Owner, LLC, for utility service to I-4 Logistics Park, and acceptance of a utilities easement.	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item FF	Approval of purchase order for interior dome rehabilitation for the Spruce Creek water storage tank. Expenditure: $80,000	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item GG	Renewal of agreements for fencing with Hills Fencings and Sterling Fencing, 19-B-116KT. Estimated annual expenditure: $300,000	APPROVED	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item HH	Application and acceptance of JAG Grant Funds. **Revenue: $50,132**	APPROVED and ADOPTED Budget Resolution No. 2022-139.	Motion by Post; seconded by Wheeler; carried 7 to 0.

End of Consent Items

Item #	Description	Action	Motion/Vote
Item 02	Proclamations to be presented inside county council chambers. ·Florida Farm Bureau CARES Day - September 20, 2022. ·Hunger Action Day - September 23, 2022.	APPROVED	Motion by Wheeler; seconded by Girtman; carried 7 to 0.

Item #	Description	Action	Motion/Vote
Item 03	Presentation of Fairgrounds Master Planning Research Project results by the University of Florida.	APPROVED of the Phase 1 recommended improvements with direction to continue working with our partners at the fairgrounds and community to identify components of the Phase 2 improvements and investments to be presented at a future Council meeting.	Motion by Post; seconded by Wheeler; carried 7 to 0.
Item 04	Resolution certifying the Volusia County Fairgrounds serves a public purpose and authorization to submit an Agricultural Education and Promotion Facility Request for Funding to the Florida Department of Agriculture and Consumer Services (FDACS).	APPROVED and ADOPTED Resolution No. 2022-140.	Motion by Girtman; seconded by Johnson; carried 6 to 0 with Council Member Post out of the room.
Item 05	Amendment No. 5 to contract with TTEC Government Solutions, LLC for toll collection services, 15-P-56RF. Expenditure: $2,380,298	APPROVED	Motion by Johnson; seconded by Post; carried 6 to 1 with Chair Brower OPPOSED.
Item 06	Agreement for exchange of land owned by the County of Volusia for land owned by Dallarosa Investment Group, LLC.	APPROVED to add item 06 back to the agenda. APPROVED and ADOPTED Resolution No. 2022-141.	Motion by Johnson; seconded by Lowry; carried 5 to 2 with Chair Brower and Council Member Post OPPOSED. Motion by Johnson; seconded by Lowry; carried 5 to 2 with Chair Brower and Council Member Post OPPOSED.
Item 07	Children and Family Advisory Board (CFAB) funding recommendations. Expenditure: $2,410,472	APPROVED	Motion by Girtman; seconded by Wheeler; carried 7 to 0.
Item 08	Allocation of second year of four-year phase-in hospital district Medicaid match costs. **Revenue: $5,873,881**	APPROVED	Motion by Girtman; seconded by Johnson; carried 7 to 0.
Item 09	Discussion and direction regarding amendments to the county's impact fee rules to ensure compliance with state	APPROVED to make the amendments to the	Motion by Post; seconded by Wheeler; carried 7 to 0.

Item #	Description	Action	Motion/Vote
	law, update existing fee schedules and add a new impact fee for Emergency Medical Services.	general procedures and requirements to be consistent with state law. APPROVED of all the categories at 100% and implement the changes immediately and accept the proposed changes in the zones.	Motion by Lowry; seconded by Johnson; carried 7 to 0.
Item 10	Renewal of Workers' Compensation and Liability Policies. Expenditure: $3,477,545	APPROVED	Motion by Johnson; seconded by Girtman; carried 7 to 0.
Item 11	Publicly owned and operated emergency medical transportation (PEMT) Medicaid managed care (MCO) supplemental payment program. Total Revenue: $4,689,143 Expenditure: $1,873,312 **Net revenue: $2,815,830**	APPROVED for the Chief Financial Officer to electronically sign an Intergovernmental Transfer (IGT) agreement and for the County Manager or County Manager's designee to execute any additionally required documents, including provider contracts.	Motion by Girtman; seconded by Post; carried 7 to 0.

Item #	Description	Action	Motion/Vote
Item 11-A	Letter of Agreement with Agency for Health Care Administration regarding the Medicaid Managed Care Hospital Direct Payment Program.	APPROVED for the Chief Financial Officer, as the Assessment Coordinator, to electronically execute the attached intergovernmental transfer Letter of Agreement with the State.	Motion by Girtman; seconded by Wheeler; carried 7 to 0.
Item 12	Public participation ordinance change adoption.	APPROVED and ADOPTED Ordinance No. 2022-25.	Motion by Girtman; seconded by Johnson; carried 7 to 0.
Item 13	Resolution and direction for the Chair regarding the Central Florida Commuter Rail Commission (CFCRC) to apply for federal funding for the proposed expansion of SunRail operations in Orange County.	APPROVED and ADOPTED the Resolution of Support for the Central Florida Commuter Rail Commission (CFCRC) to apply for federal funding for the proposed expansion of SunRail operations in Orange County.	Motion by Girtman; seconded by Post; carried 6 to 0 with Council Member Lowry out of the room.
Item 14	Sponsorship request from Little League Baseball, Inc. aka DeLand Little League, Inc. to sponsor underprivileged players during their 2023 spring season. Sponsorship amount: $1,500	APPROVED	Motion by Robins; seconded by Wheeler; carried 6 to 0 with Council Member Lowry out of the room.
Item 15	Sponsorship request for the Glitter and Gold Gala. Sponsorship amount: $1,500	REMOVED FROM AGENDA	N/A.

Item #	Description	Action	Motion/Vote
Item 16	Second and final hearing to adopt proposed millage rates and proposed budget for fiscal year 2022-23. Operating Budget: $1,058,802,678 Non-Operating Budget: 168,824,126	APPROVED and ADOPTED Budget Resolution No. 2022-142 of the proposed millage rates by taxing authority. APPROVED and ADOPTED Budget Resolution No. 2022-143 of the proposed budget for fiscal year 2022-23.	Motion by Johnson; seconded by Wheeler; carried 7 to 0. Motion by Post; seconded by Girtman; carried 7 to 0.

Matters not on the agenda

Description	Action	Motion/Vote
Approval to bring a discussion regarding the bed tax at a future meeting.	APPROVED	Motion by Post; seconded by Girtman; carried 6 to 0 with Council Member Lowry out of the room.

1.1. Terms and Conditions

Group - 7 Questions - 7/7

1.1.1. Special Conditions

A. Bid Closing Date
Bids must be received through the Mercell platform before the posted close date/time. Bids received after this time will not be considered.

B. Authorized Official
The bid submission and all required forms must be submitted/signed by an official authorized to legally bind the Bidder to all Bid provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

C. Definition of Responsive and Responsible for this Bid
Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. Proper submittal of ALL documentation as required by this Bid. (Responsive)
2. The greatest benefits to Volusia County as it pertains to: (Responsible)
   2.1. Total Cost; (Section 2.0)
   2.2. Warranty; In compliance with the minimum warranty (Section 1.8. & Section 2.3 & Section 4.7)
   2.3. Past Performance; In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference; (Section 1.7.1)
   2.4. All technical specifications associated with this Bid; (Section 1.2.0)
   2.5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. (Section 1.5.3)

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

D. Local Preference Availability
This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

E. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

F. Award Term. The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

G. Price Redeterminations
Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

1. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved

for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

2. *Wage Price Redetermination*. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor https://stats.bls.gov/data/. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries.Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.

3. *Minimum Wage Price Redetermination*. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

3.1. *Example*: Minimum wage increases from $7.31 to $7.56 per hour. The Contractor may petition for an increase of $0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

3.2. If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

4. *Fuel Price Redetermination*. If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "*Unleaded Gasoline - WPU057104*" or *"#2 diesel fuel - WPU057303,"* as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.

5. *Materials Price Redetermination.* At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "All Other Plastic Produce manufacturing – WPU072A01012 , as published by the Bureau of Labor Statistics.

6. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

6.1. Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI = ... $200.50
Base index PPI = ... - $179.20
PPI increase dollars = ……..…… $21.30

PPI increase percentage ($21.30 ¸ $179.20 = .1189)……..……..11.9%

Unit cost of the service is..... $100.00
30% of $100.00 is directly attributed to the redetermination category.... $30.00
$30.00 × 11.9% = ... $3.57
New unit price for the product/service is ($100 + $3.57)..... $103.57

7. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

H. Termination

1. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.

2. Contractor may terminate this Agreement upon at least ninety (90) days prior written notice to County.

3. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:

3.1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;

3.2. Inform County of the extent to which performance is completed;

3.3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated and with the prior approval of the County; and,

3.4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of

the Contractor under the orders and subcontracts so terminated.

4. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

5. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.

6. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

7. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

8. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

I. New Material

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

J. Damages
Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

By checking yes, the vendor agrees to the special conditions as contained in this section.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.1.2. **Compliance with E-Verify Federal Requirements**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

By checking yes, the vendor agrees to comply with the E-verfy requirements as described in this section.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.1.3. **Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions**

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

By checking yes, the vendor agrees to comply with the FEMA federal contract provisions as described in this section.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.1.4. **FEMA Federal Contract Provisions - Documentation**

Please fill out and submit the attached **Federal Contract Provisions**.

Document upload Mandatory Requirement

Granite Inliner, LLC:

Updated Federal Contract Provisions(464700).pdf

1.1.5. **General Terms and Conditions**

A. Submission of Offers: All offers shall be submitted through the Mercell Source-to-Contract platform. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received after the specified date and time will not be considered. Responses shall be submitted on forms and systems as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance.

B. Bidder's Responsibility: The Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;

2. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

3. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,

4. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

C. Execution of Offer: Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder or asking a question of the Bidder shall be completed.

D. Opening: Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/purchasing for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Bid openings and Public meetings may be attended either in person or remotely. Bid openings may be accessed remotely by the use of the following link:

Join from your computer, tablet or smartphone.
https://www.gotomeet.me/VolusiaCountyPurchasing

You can also dial in using your phone.
United States: +1 (646) 749-3112
Access Code: 467-297-821, OR attend in person in the Purchasing Conference Room located at 123 W. Indiana Ave., Room 302. Masks will be strongly encouraged and available if space does not allow for social distancing.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA

Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

E. Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

F. Clarification/Correction of Entry/Minor Irregularities: The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

G. Revisions, Addenda, Questions & Answers:

1. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's official online procurement platform Mercell Source-to-Contract is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this ITB shall be directed through the question and answer functionality of Mercell Source-to-Contract.

2. If it becomes necessary for the County to revise or clarify any part of this ITB the solicitation will be updated on the Mercell platform by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the Mercell web site for any posted answers, and/or solicitation changes at https://app.negometrix.com/today. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this ITB before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.

3. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.

4. Questions and exceptions shall be submitted by the question and answer deadline. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

H. Incurred Expenses: This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to

the execution of a purchase order or Contract/Agreement.

I. Disadvantaged Businesses: The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

J. Local Preference: The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars ($25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

K. Pricing: Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

L. Unusual Costs: The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

M. Additional Terms & Conditions: The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

N. Taxes: County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

O. Payment Terms: Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

P. Discounts: All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement

Q. Meets/Minimum Specifications: The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

R. Brand Name or Equal: If items requested by this ITB have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

S. Samples: When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

T. Silence of Specifications: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

U. Change in Scope of Work/Service:

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.

2. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

V. Governing Laws/Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

W. Assignment: Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

X. Content of Invitation/Response: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these "General Terms and Conditions."

Y. Disclosure of Bid Content: All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

Z. Limitation of Liability/Indemnification: The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

AA. Infringement Claim: For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

BB. Sovereign Immunity: County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the

legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

CC. Patents, Copyright, and Royalties: The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

DD. Use of County Logo: The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

EE. Training: Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

FF. Acceptance: Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

GG. Safety Warranty: Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

HH. Safety: The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

II. Warranty: The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

JJ. Award: The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

KK. Other Agencies: All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

LL. FOB Destination: The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

MM. Special Conditions: County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

NN. Licenses, Certificates, and Permits:

1. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;

2. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.

3. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

4. At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be

performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

OO. Records & Right to Audit: County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

PP. Claim Notice: The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

QQ. Waiver of Claims: Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

RR. Compliance with Laws and Regulations: The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA),Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

SS. For Internet/Web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

TT. Scrutinized Companies-FL Statute Section 287.135 and 215.473: Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify 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 the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the 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 the Contractor does not demonstrate that the County's determination of false certification was made in error then the County 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.

UU. Modifications Due to Public Welfare or Change in Law: The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

VV. Right to Require Performance:

1. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

2. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

WW. Force Majeure: Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

XX. Contractor's Personnel: During the performance of the Agreement, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;

4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;

5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;

6. The Contractor shall include the provisions of the foregoing paragraphs 1, 2, 3, 4, and 5, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;

7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;

8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

9. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference**,** shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

YY. County/Contractor Relationship:

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

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

3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by

the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

ZZ. Disqualification of Bidders: One (1) Bid**:** Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders**:** If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

AAA. Debarment: Purpose and Intent. The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf

BBB. For purposes of this ITB and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

CCC. Dispute Resolution:

1. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

3.1. County Work Days: **10** Contractor's Representative: **Contractor's Project Manager**
County Representative: **County's Project Manager**

3.2. County Work Days: **10** Contractor's Representative: **Contractor's Sr. Vice President of Sales**
County Representative: **Director of Purchasing and Contracts**

3.3. County Work Days: **20** Contractor's Representative: **Contractor's COO or President**
County Representative: **Deputy County Manager**

4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of *Special Conditions, Termination,* it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

By checking yes, the Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.1.6. **Content of Invitation/Response:**

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements as specified in the *General Terms and Conditions* section of this solicitation.

Submission of Offers

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through Mercell Source-to-Contract by the date and time posted. Bids received after the posted date and time may not be considered. Bids shall be submitted through the County of Volusia online solicitation system, Mercell, at https://app.negometrix.com/today.

Do not submit confidential information, proprietary information and/or trade secrets.

By checking yes, the vendor acknowledges the information provided above regarding offer submission.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.1.7. **Authorized Signatory**

Vendor acknowledges that the name and title of the signatory (the “Authorized Signatory”), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Complete Name and Title below, which shall indicate acknowledgment. (Click Fill Out)

Open text response Mandatory Requirement

Granite Inliner, LLC:

Daniel Banken, Area Director

1.2. Scope of Work

Group - 2 Questions - 2/2

1.2.1. **A. Technical Specifications/Scope of Work**

TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR PIPE LINING AND REHABILITATION OF STORMWATER STRUCTURES

1.0 SCOPE OF WORK
Bidders may bid on any one or all of the following parts of this Invitation to Bid:

- Purchase and Installation of Resin Impregnated Cured–In–Place Pipe (RICIPP) Lining and Point Repair

- Purchase and Installation of Polyethylene Pipe Lining

- Rehabilitation of Concrete/Masonry Stormwater Structures

The contractor shall provide a complete job, including all labor, materials and equipment; including but not limited to: water supply and traffic control.

Award may be to one vendor or to multiple vendors, whichever is deemed to be in the best interest of the County.

Any reference to lines contained in this ITB refers to stormwater or sewer lines.

1.1 Quality Assurance
All service provided as a result of this ITB shall be the product of a Contractor who is fully experienced, reputable and qualified in the processes requested. The Contractor shall be experienced with the means and methods of each process on which they are submitting a bid.

1.2 Site Conditions and Safety
A. Contractor shall conform to all local, state, and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
B. Particular attention shall be paid to those safety requirements involving entering confined spaces. Contractor shall maintain a robust confined space entry program and other required safety training certifications to perform such work.
C. Flow diversion and/or bypass plans shall be submitted by Contractor to County as necessary to perform the specified work.

1.3 Maintenance of Traffic
The Contractor shall be responsible for implementing traffic control procedures in accordance with County standards. Maintenance of Traffic (MOT) closure plans, as well as any field changes, must be processed and approved through Road and Bridge Division Traffic Operations staff prior to any lane closures and shall adhere to the following schedule:

- Allow a minimum of seven (7) week days (non–holiday) for submitted MOT/Traffic Control plan County review and approval.
- Provide a minimum of five (5) week days (non–holiday) for County to dispatch advanced notification announcement processing and agency notification. Volusia County Traffic Operations will dispatch advance notification to Emergency Response Agencies and local Governments.

1.4 Bypassing Procedure
A. The Contractor, when required, shall provide for the flow of water around or through the section or sections of pipe designated for service. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line.

B. The Contractor shall be responsible for continuity of the system during the execution of the work of any resulting contract. In the event that backup occurs, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims and shall restore property to its original condition, prior to damage.

1.5 Disposal of Debris
A. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.

B. The contractor shall remove all solids or semi–solids resulting from the operations from the site. Any truck hauling solids or semi–solids from the site shall be watertight so that no leakage or spillage shall occur.

C. Disposal shall be at a suitable Volusia County owned landfill and all disposal fees shall be the responsibility of the Contractor. Any alternate disposal locations shall require the prior approval of the County Project Manager.

1.6 Operating Procedures
Hours of operation shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding county recognized holidays as listed at https://www.volusia.org/about-us/holidays.stml. The pumps shall be in whisper mode at all times when the project is in the vicinity of any hospital, school, daycare, or senior/rehab post–surgery facilities.

1.7 Damages
In the event that any property is damaged as a result of actions of the Contractor, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims. The Contractor shall restore the damaged property to its pre–damaged condition.

1.8 Warranty
A. Installation: The Contractor shall provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the County.

B. Liner: The Contractor shall provide Manufacturer's standard warranty

1.9 Reference
This specification references American Society for Testing and Materials (ASTM) standard specifications, which are made part hereof by such reference and shall be the latest edition and revision thereof.

2.0 RESIN IMPREGNATED CURED–IN–PLACE PIPE (RICIPP) LINING AND POINT REPAIR

2.1 Scope of Work
A. The Contractor shall furnish all labor, materials (including water supply), equipment, permitting and tools necessary for the point repair or full reconstruction of the lines by the installation of a resin–impregnated flexible felt tube, which is inverted into the existing

conduit by use of hydraulic head. Where inversion is not appropriate, a pull and inflate method shall be acceptable.

B. While cleaning, inversion or discharging of resins, a turbidity barrier shall be used at all discharge points and Micro Sort may be used to neutralize the resins. Disposal shall be the responsibility of the Contractor.

C. Curing shall be accomplished by circulating hot water within the liner tube to cure the encapsulated resin system. Any other method of curing shall require prior approval of the County Project Manager.

D. When cured, the finished pipe shall be continuous, watertight and formed to the original conduit.

E. Cleaning and inspection of conduits, bypass pumping, line obstruction removal, re–establishment of services, pre–installation video recording, installation of Resin Impregnated Cured–In–Place Pipe (RICIPP) including installation, television inspection, post–installation video recording, connections, reconnections, testing and final inspections shall all be included as part of this work.

2.2 Quality Assurance / Qualifications

A. The Contractor shall have a minimum of three (3) years experience with the means and methods utilized in installing RICIPP to include 100,000 feet minimum installed of eight (8) inch to sixty (60) inch liner in the state of Florida.

B. During the inversion/installation of the RICIPP, the Contractor shall conduct television inspection of the work to verify that the liner installation is acceptable as defined herein. The lines shall be thoroughly cleaned prior to performing the television inspections. The installation television inspections shall be performed such that the lining can be clearly seen. The camera shall be panned, tilted and rotated at all pipe defects and at service lateral connections for the complete video documentation assuring no material drain–down/loss. If required, the Contractor shall halt inversion in order to video close–up viewing.

C. The Contractor shall submit a sample television inspection after the first liner is installed so that the Contractor and the County Project Manager (or designee) can agree on performance and quality of the inspections, which shall be met throughout any resulting contract. Lines not inspected to the County Project Manager's satisfaction shall be re–inspected by the Contractor, at no additional cost to the County, prior to payment.

D. The County has determined that modified polyester resins are critical to the successful rehabilitation of these pipelines and the bidder must have experience wetting–out and installing RICIPP liner tubes using modified polyester resin.

2.3 Warranty

A. Installation: The Contractor shall provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the County.

B. Liner: The Contractor shall provide the manufacturer's standard warranty.

2.4 Submittals After Bid Opening, Upon Request

A. The Contractor shall submit, upon request, the following information regarding quality:

1. A signed and notarized certification from the resin manufacturer (not supplier/distributor) that the polyester resin to be furnished for this project shall not mix with stormwater, lake water or moisture on inversion/insertion.

2. A viscosity profile and procedure showing that the resins to be supplied on this project shall not absorb/mix with water.

3. County will provide the testing services. Contractor shall assist the County in obtaining a small sample of catalyzed resin from the saturated liner tube on site prior to installation. The County shall conduct a water–mixing test (proof of the resin and water not mixing) and the Contractor shall receive and dispose of the sample according to Federal, State and Local Regulations. Failing tests shall be reimbursed by the Contractor.

4. A certification from the felt manufacturer that states the coating shall not be effected by styrene at 100 degrees F.

B. The Contractor shall submit, upon request, a statement by the resin manufacturer (not supplier/distributor) that the polyester resin to be furnished for each project contains no fumed silica, fillers or solid modifying agents. In addition, the statement shall include an IR Spectrum fingerprint for each batch of resin and thickener along with a certification from the manufacturer that the detailed resin shall have a viscosity of 1.5 million centipoises or greater when the liner is installed. The resin manufacturer must agree to furnish notarized Certificates of Authenticity with the IR Spectrum fingerprint for each batch of resin and thickener for each project. An estimate of the pounds of resin and thickener to be used on each project is to be included in the letter with the number of shipments anticipated.

2.5 Products

A. Materials

1. The RICIPP shall be fabricated to a size that, when installed, will fit the internal circumference of the conduit specified. Allowance shall be made for circumference/ radial stretching during insertion.

2. The finished RICIPP shall be fabricated from materials which, when cured, will be chemically resistant to withstand internal exposure to contaminates associated with stormwater.

3. The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delaminating in the cured pipe.

4. The tube shall contain no intermediate or encapsulated layers. No materials shall be included in the tubes that are subject to delaminating in the cured pipe.

5. The wall color of the interior pipe surface of the RICIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television inspection equipment may be made.

6. The resin system shall be a corrosion resistant polyester resin, modified to contain no fumed silica, fillers or solid theology modifying agents, with a suitable catalyst system and thickening agent that when properly cured within the tube composites meets the requirements of American Society for Testing and Materials (ASTM) F– 1216 and other requirements of this specification. The resin manufacturer shall certify that the resin described above will have viscosity 1.5 million centipoises or greater when installed, or the manufacturer shall certify that the resin will not drain, form slugs and mix with water.

7. Hydraulic capacity calculations shall support the CIPP requirement for 100% of the full flow capacity of the original pipe as installed.

8. The bidder shall submit liner thickness calculations to the County Project Manger for review. The RICIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and D2412 for fully deteriorated gravity pipe conditions and shall meet the following design conditions;

- AASHTO H–20 Live Load with two trucks passing for RICIPP in streets.
- A soil modulus of elasticity of 700 psi shall be used. A soil weight 120 pounds per cubic foot and a coefficient of friction of Ku'=0.130r shall be used for the installed depths.
- The long–term flexural modulus used in the design calculations shall be estimated by multiplying the lowest short–term flexural modulus specified in the ASTM standards by a retention factor of 0.50.
- Safety factor of 2.0 shall be use
- Groundwater levels shall be estimated to be at the ground surfac
- Service temperature range shall be 40 to 140 degrees F.
- Maximum long–term deflection shall be 5 percent. Contractor will provide a deflection information graph with the materials submittal for approval by County Project Manager or designee.

9. The minimum length shall be that deemed necessary to effectively span the footage that is requiring repair.

10. The thickness (in millimeters) to be used for the liner shall be the largest thickness as determined by calculations for deflection, bending, buckling and minimum stiffness. The minimum installed liner thickness with the pre–determined resin / felt ratio shall be as follows: **See Exhibit A**

2.6 Structural Requirements

A. The RICIPP shall be designed per ASTM–1216, with the following additional requirements:

1. The design shall assume no bonding to the original pipe wall.

2. External hydraulic design based on acceptable third party testing and verification of the enhancement factor, K, shall be submitted for review.

3. The bond between the RICIPP layers shall be strong and uniform. All layers, after cure, shall form one homogeneous structural pipe wall with no part of the tube left unsaturated.

4. The cured pipe material (RICIPP) shall conform to the following structural properties:

Property Results	Test Method	Minimum Test Result
Modulus of Elasticity	ASTM D–790	250,000 psi
Flexural Strength	ASTM D–790	4,500 psi

5. Design parameters shall be in accordance with ASTM F–1216. Design parameters shall be for a fully deteriorated pipe with a long–term flexural modulus of 50% of the short–term modulus and the design safety factor for two (2) remaining unchanged.

B. If required by the County, RICIPP field tube samples shall be cured in the hot water contained in the inversion column contained within steel plates and Mylar sheeting. These sample pieces shall be at least 20 inches in length with enough width for a test laboratory to run a minimum of three samples from each specimen. A testing laboratory acceptable to the County shall produce the tests, noting thickness and enough strength as specified without a laboratory post cure. Post cure shall be accomplished in the initial in–ground curing cycle.

2.7 Execution

A. Prior to Liner Installation –

1. Cleaning of lines – It shall be the responsibility of the Contractor to remove all internal debris / sediments from the lines, unless the Contractor is directed otherwise by the County Project Manager. The Contractor shall clear the line of obstruction such as solids, dropped joints or collapsed pipe that will prevent the insertion of RICIPP.

2. Television Inspection – The Contractor shall perform video inspection of pipelines prior to lining. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of the RICIPP into the pipelines, and it shall be noted so that these conditions can be corrected. Pipe Video (on thumb drive) and a suitable log of inspection shall be provided to the County Project Manager.

2.8 Installation

A. The method of installation of the RICIPP shall be in accordance with design criteria supplied by the manufacturer and approved by the County Project Manager or designee.

B. The finished RICIPP shall be continuous over the entire length of the repair and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delaminating.

C. The County shall locate and designate all manhole access points for the work and provide rights of access to these points.

D. The pipeline to be rehabilitated with the RICIPP liner shall be rendered free of accumulated debris. If cleaning of the pipe is required, refer to section 1.4. Any hazardous waste material encountered during this contract shall be considered as a changed condition.

E. The Contractor, when required, shall provide for the flow around or through the section or sections of pipe designated for RICIPP rehabilitation. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line. The Contractor shall be responsible for continuity of the system during the execution of the work of any resulting contract. In the event that backup occurs, the Contractor shall be responsible for cleanup, repair and property damage costs and claims.

F. The pipe to be RICIPP lined shall be video inspected. The inspection shall verify that the pipe is ready to be lined and a copy of the Pipe Video of the pipe condition shall be retained for review and given to the County. If any condition is found to exist that prevents the

lining of the pipe, or that cannot be removed with conventional line cleaning equipment, the contractor shall notify the County of the condition and review the Pipe Video with the County Project Manager. If an excavated point repair is necessary, the County shall make the appropriate repair or the County shall issue written authorization to the contractor to make the necessary repairs and the work shall be paid for as a separate item.

G. The Contractor shall be responsible for contacting each home or business in close proximity to the sewer to be RICIPP lined. They will be informed of the work to be conducted and the projected length of time for the lining. The Contractor shall provide a copy to the County for review and approval prior to neighborhood contact. The contact shall be by approved letter or door hanger forty–eight (48) hours prior to work beginning on the affected section of pipe. A personal contact shall be made twenty–four (24) hours prior to work beginning.

H. Resin Impregnation – The quality of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube assuring no resin loss through cracks and irregularities in the original pipe wall with viscosity control. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the tube.

I. Thermocouples shall be placed between the RICIPP tube and the existing pipe wall at the inversion and discharge locations to monitor the liner temperature. Readings shall be entered on logs that are submitted to the County at the end of each lining. For every five installations, the County Project Manager or designee shall perform a miscibility test demonstrating that water will not mix with the resin system.

J. A Contractor's representative shall remove a small amount of catalyzed resin from the saturated liner, when requested and in the presence of the County Project Manager prior to inversion. The material shall exhibit the characteristic of an elastic gel. A water mix test shall be performed on site, catalyzed resin shall be placed in a jar and equal amount of water added, the jar sealed and shaken vigorously. The material shall not mix or form an emulsion. If the resin material mixes, the saturated liner tube shall be rejected and shall be removed from the site. The rejected liner shall be disposed of in accordance with Federal, State and Local requirements. A pre–liner shall be required and the thickness of the entire circumference of the line shall have to meet or exceed the minimum thickness required by the County.

K. At the County's request, no more than five (5) times per 10 inversions, a video camera shall be inserted into the pipe to be lined and positioned within one to two (1–2) feet of the inverting tube in the presence of the County Project Manager. The County Project Manger shall view the inversion of the tube from the video monitor in the Contractor's CCTV truck. If resin discharge from the tube is observed the Contractor shall immediately stop the inversion and remove the tube from the pipe. The rejected liner shall be removed from the site and disposed of in accordance with Federal, State and Local requirements.

L. Reforming – After insertion is completed, the Contractor shall supply a suitable heat source. The equipment shall be capable of delivering hot fluids throughout the section to uniformly raise the temperature of the liner mass to the temperature required to cure the liner. The heat source shall be fitted with monitors to gauge the temperature and pressure of the fluid injected.

M. Cool down shall be accomplished by the introduction of cool water and air or other approved method.

N. During the warranty period, any defects that will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the County and the Contracto

2.9 Sealing RICIPP at Manholes/Inlets

A. Leakage testing of the pipe shall be accomplished during the cure while under positive head.

B. If the RICIPP fails to make a water tight seal, the Contractor shall apply a sealing material at that point. The seal shall be of a resin mixture compatible with the RICIPP.

C, There shall be no visible leaks in the completed system. During the warranty period, any defects that will affect the integrity or strength of the RICIPP or any visible leaks shall be repaired at the Contractor's expense.

2.10 Inspection

A. The Contractor shall inspect all piping to ensure that the RICIPP is free from defects in materials and workmanship.

B. A pipe video (on thumb drive) shall be provided to the County showing the completed work. The pipe video shall include the pre–installation footage, the inversion / installation footage (when required) and the post–installation footage. NO INVOICE SHALL BE APPROVED FOR PAYMENT WITHOUT ACCOMPANYING VIDEO.

C. RICIPP samples shall meet or exceed the specified structural properties of:

Property Results	Test Method	Minimum Test Result
Modulus of Elasticity	ASTM D–790	250,000 psi
Flexural Strength	ASTM D–790	4,500 psi

D.Visual inspection of wet out facility and process parameters noted/inspected (i.e., gap setting).

E. Visual inspection of the RICIPP shall be in accordance with ASTM F–1216, section 8.6.

F. IR Spectrum fingerprints shall be submitted and approved prior to payment.

G. At least one (1) Miscibility Test shall be performed on–site for each five installations.

H. No payments shall be made for rejected liner tubes or for liner tubes not meeting these specification requirements, including testing

2.11 Chemical Thickened System Miscibility Guidelines

A.The purpose shall be to define properties that the resin / resin–impregnated flexible tube must have to perform effectively and consistently in all field conditions.

B. All resin / resin–impregnated flexible tube materials used shall have the following properties (greater than 1.5 million centipoises):

1. Must react/perform in the presence of water;

2. Must withstand submergence in water without degradation (pre–cure and post–cure);

3. Must prevent the passage of water through the sewer pipe joint (infiltration);

4. Must stay at a constant viscosity during reaction period;

5. Must stay in the confines of the host pipe being rehabilitated;

6. Must not produce slugs that require excavation;

7. Shall meet liner thickness per contract/design specifications (0% to +10%) measured eight times around the perimeter;

8. Residual must not impede on downstream lines or water tables;

9. Must withstand internal exposure to sewage/chemical specified.

2.12 Miscibility Test Procedure

A. Resin + Chemical Thickener + premixed at wet–out facility. Test tube/glass–pint jars shall be filled half full with material. When mixed in the proper proportions and stored at temperatures above 40 degrees F, thickening shall be complete in 18–24 hours. Once thickening is complete (invert test tube/jar: non–flowing. The container shall be filled with water. The lid shall be replaced and the contents shall me mixed by shaking. Resin system shall be immiscible.

B. Resin + Chemical Thickener. Mix a 50/50, by volume, mixture of resin + thickener in a glass test tube/glass jar. The mixture shall thicken to 1.5MM cps in short time (approximately 15 minutes). Once thickening is complete (invert test tube/jar: non–flowing), fill the container full with water, replace lid/seal top and mix by shaking. Resin system shall be immiscible.

All samples / waste shall be disposed of properly and in accordance with Federal, State and Local requirements. For a more scientific approach – quantifying rate of thickening, see Time–Test Viscosity Method (ASTM D–1545).

3.0 POLYETHYLENE PIPELINING

3.1 Scope of Work

The Contractor shall furnish all labor, materials, equipment, and tools necessary for the installation of a deformed polyethylene line into existing lines.

3.2 Submittals After Bid Opening, Upon Request

Bidders shall submit three (3) copies of manufacturer's technical literature and recommended installation procedures.

3.3 Materials

A. The liner pipe shall be fabricated from materials (i.e. polyethylene) which are chemically resistant to withstand internal exposure to domestic sewage.

B. The following material is approved for installation in lines:
The line pipe and fittings shall be manufactured from high density polyethylene pipe compound which meets the performance requirements of ASTM F15333 – Standard Specifications for Deformed Polyethylene Liner.

C. Tests for compliance with this specification shall be made according to the applicable ASTM specifications. A certificate of compliance with this specification for all material furnished under the contract shall be provided by the manufacturer upon request.

D. The outside diameter shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit. The outside diameter of the liner shall be at least equal, preferably larger than the inside diameter of the conduit. Allowance shall be made for misaligned and missing conduit. The standard dimension ration (SDR) of liner shall be based on the evaluation of the design considerations.

E. These considerations normally include an evaluation of:

1. Flow capacity

2. External loads (hydrostatic pressure and/or static and dynamic earth loads)

Internal pressure, if applicable. The Contractor shall recommend liner SDR based on an evaluation of these conditions.

F. The Contractor shall determine the minimum length for each section to provide at least two (2) feet excess at both ends of the liner pipe section to be processed. The Contractor shall verify the lengths in the field before insertion. Individual insertion runs can be made over one or more manhole sections as determined in the field by the Contractor and approved by the County Project Manager.

3.4 Preparation

A. Prior to Installation

1. Cleaning of line

Line sections shall be cleared of all debris, roots and other materials that would hinder proper insertion of the liner by the Contractor.

2. Close Circuit Television Inspection

a. Line sections to be lined shall be CCTV inspected with a video recording by the Contractor, noting locations of all obstructions.Any other obstructions encountered that will prevent proper liner installation or damage the liner during installation shall be called to the attention of the County so the County can determine the method for their removal or repair.

b. No lining shall be performed until the line has been properly prepared. If the line is unacceptable for lining, the Contractor shall review the TV inspection report and determine the location(s) where spot repairs or additional cleaning is required.

3.5 Installation

A. The polyethylene liner shall be inserted into the existing line with a power winch and steel cable connected to the end of the liner by use of an appropriate pulling header or other approved pulling method. A second pulling head may be attached to the other end of the

liner for attachment of a tag line to pull the liner back out of the line, if necessary. Length of the liner pipe to be inserted at any one time shall be governed by the winch drum capacity and winching power available and consideration of the size and condition of the sewer.

B. After insertion is completed, the Contractor shall supply a suitable heat/pressure source. The equipment shall be capable of delivering steam or hot fluid and pressure throughout the section to uniformly raise the plastic temperature of the mass of plastic to the temperature required to form the liner.

C. The heat source shall be fitted with suitable monitors to gauge the temperature and pressure of the fluid injected.

D. Cool–down may be accomplished by the introduction of cool water and air or other approved method.

E. The finished liner shall be continuous over the entire length of the insertion and be as free as practicable from visual defects such as splits, creases or foreign inclusions. It shall all meet the pressure test specified below.

F. During the warranty period, defects which will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the County and the Contractor.

3.6 Sealing Liner at Manholes / Securing liner at Manholes

A. For a leak tight seal between the liner and the manhole wall, the Contractor shall apply a sealing material at that point. The sealing materials and methods shall be approved by the County prior to installation and shall be performed at no additional cost.

B. All liner ends in manholes shall be secured to help eliminated contraction, expansion and other movement of liner pipe. Liner pipe ends shall be secured by either inserting two stainless steel bolts/nuts with washers or two 2" x 2" x 1/2" blocks of polyethylene heat welded at 10:00 and 2:00 position on the liner ends that are protruding into manholes.

3.7 Inspecting

After the work is completed the Contractor shall provide the County with a video (on thumb drive) showing the completed work.

4.0 REHABILITATION OF CONCRETE/MASONRY STORMWATER STRUCTURES

4.1 Summary

This specification covers all labor, materials, equipment, and services necessary to complete the installation of corrosion protection for concrete and masonry stormwater structures as herein specified.

4.2 References

A. ACI – The published standards of the American Concrete Institute, Farmington Hills, MI.
1. ACI 506.2–77 – Specifications for Materials, Proportioning, and Application of Shotcrete.

B. ASCE – The published Manuals and Reports on Engineering Practices of the American Society of Civil Engineers, Reston, VA.
1. ASCE Manual No. 92 – Manuals and Reports on Engineering Practice; Manhole Inspection and Rehabilitation (2008 Update).

C. ASTM – The published standards of the American Society for Testing and Materials, West Conshohocken, PA.

1. ASTM D638 – Tensile Properties of Plastics.
2. ASTM D790 – Flexural Properties of Unreinforced and Reinforced Plastics.
3. ASTM D695 – Compressive Properties of Rigid Plastics.
4. ASTM D4541 – Pull–off Strength of Coatings Using a Portable Adhesion Tester.
5. ASTM D7234 – Pull–Off Adhesion Strength of Coatings on Concrete Using Portable Pull–Off Adhesion Testers.
6. ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates.
7. ASTM D2584 – Volatile Matter Content.
8. ASTM D543 – Resistance of Plastics to Chemical Reagents.
9. ASTM D4258 – Standard Practice for Surface Cleaning Concrete
10. ASTM D4259 – Standard Practice for Abrading Concrete
11. ASTM C109 – Compressive Strength Hydraulic Cement Mortars.
12. ASTM C579 – Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.

D. ICRI – The published standards of the International Concrete Repair Institute, Des Plaines, IL.
1. ICRI Technical Guideline No. 310.2–1997 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

E. NACE – The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.
1. NACE RPO 188–99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates

F. SSPC – The published standards of the Society of Protective Coatings, Pittsburgh, PA.
1. SSPC–SP 1 – Solvent Cleaning
2. SSPC–SP 5 – White Metal Blast Cleaning
3. SSPC–SP 10 – Near White Metal Blast Cleaning
4. SSPC–SP 12 Surface Preparation and Cleaning of Metals by Water jetting prior to Recoating.
5. SSPC SP–13/NACE No. 6 – Surface Preparation of Concrete.

6. SSPC–PA 9 – Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.

G. SSPWC – Standard Specifications for Public Works Construction “Greenbook”, 2009.
1. SSPWC 210–2.3.3 & 211–2 – Chemical Resistance Test (Pickle Jar Test).

2. SSPWC 500–2 – Manhole and Structure Rehabilitation.

4.3 Submittals

A. Product Data:

1. Technical data sheet for each repair and coating product to be used; including application, cure time, surface preparation procedures, and certification from coating product manufacturer as to the compatibility of the repair material(s) and coating system.

2. Material Safety Data Sheet (MSDS) for each product to be used.

3. Copies of independent testing performed on the coating product indicating the product meets the requirements as specified herein. Coating product physical properties shall be substantiated through submittal of testing results as documented by an accredited third party laboratory and shall be representative of the actual field applied product including cure mechanism(s) as to be employed in the field.

4. Five (5) references of manufacturer indicating successful coating system performance greater than five (5) years in age of the submitted coating product(s) within the municipal stormwater environment.

B. Contractor Data:

1. Current documentation from repair and coating product manufacturer(s) certifying Contractor’s training and equipment complies with the Quality Assurance requirements specified herein.

2. Five (5) references of Contractor indicating successful coating system installation performance greater than five years in age of coating product(s) of the same material type as specified herein, applied by spray application within the municipal stormwater environment.

3. Documentation of requirements of stated within.

4.4 Quality Assurance

A. Coating and repair product(s) shall be capable of being installed and curing properly within the specified environment(s).

B. Coating and Repair product(s) shall be fully compatible; including ability to bond effectively (as tested for in Section 3.5 C.) to each other and/or the host substrate, forming a composite system.

C. Contractor shall utilize equipment for the application of the coating and repair product(s) which has been approved by the product manufacturer; and Contractor shall have received training on the operation and maintenance of said equipment from the product manufacturer. Written certification of such approval(s) and training shall be submitted by the coating and repair product manufacturer(s).

D. Contractor and contractor personnel shall be certified by, or have their training approved and certified by, the coating and repair product(s) manufacturer(s) for the handling, mixing, application and inspection of the product(s) to be used as specified herein. Written certification of such training shall be submitted by the coating and repair product manufacturer(s) and shall include the individual contractor personnel to be employed on the project.

E. Inspectors shall be trained in the use of testing or inspection instrumentation and knowledgeable of the proper use, preparation and installation of the product(s) to be used as specified herein.

F. Contractor shall initiate and enforce quality control procedures consistent with the coating product(s) manufacturer recommendations and applicable NACE, SSPC, ICRI or other standards as referenced herein.

4.5 Delivery, Storage, and Handling

A. Materials are to be kept dry, protected from weather, and stored under cover.

B. Coating and repair materials are to be stored between 50 deg F and 90 deg F. Do not store near flame, heat, or strong oxidants.

C. All materials are to be handled according to their material safety data sheets.

4.6 Site Conditions and Safety

A. Contractor shall conform to all local, state, and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.

B. Particular attention shall be paid to those safety requirements involving entering confined spaces. Contractor shall maintain a robust confined space entry program and other required safety training certifications to perform such work.

C. Flow diversion and/or bypass plans shall be submitted by Contractor to Owner as necessary to perform the specified work.

4.7 Warranty

A. Contractor shall warrant all work against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the project. Contractor shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said one (1) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the Owner.

B. Coating and repair product supplier(s) shall warrant all coating materials for a period of one (1) year from the date of final acceptance, unless otherwise noted, to be free of manufacturing defects; and products will meet current published physical properties when applied and tested in accordance with the manufacturer's standards. If, within said one (1) year period, any product does not meet the physical properties or is defective in manufacture the manufacturer will either replace the defective product or refund the purchase price.

4.8 Existing Products

A. Standard Portland cement or new concrete must cured a minimum of 28 days prior to application of the coating product(s) or surfaces must be prepared and coating materials applied according to the coating product manufacturer's recommendations for such conditions.

B. Existing coatings shall be removed which may affect the performance and adhesion of the specified coating product(s). Contractor is to maintain strict adherence to the protective coatings manufacturer's recommendations with regard to proper surface preparation and compatibility with existing coatings.

C. Thoroughly clean and prepare existing products/surfaces to effect a seal with and promote the adhesion of the coating product(s).

4.9 Repair Products

A. Repair products shall be used to fill voids or bugholes, smooth transitions between components, replace lost mortar in masonry structures, smooth rough surfaces, and rebuild severely deteriorated substrates and/or to remediate infiltration prior to the installation of the coating product(s).

1. Repair materials must be supplied by the coating product(s) manufacturer or shall be expressly approved by the coating product(s) manufacturer in writing for compatible with the specified coating product(s).
2. All materials shall be mixed, applied, and cured in accordance with the manufacturer's recommendations.
3. Repair product physical properties shall be substantiated through submittal of accredited third party testing results and shall be representative of the actual field applied product and cure mechanism(s) to be employed in the field.

B. 100% solids, solvent–free epoxy grout; specifically the specified coating product(s) (Section 2.3 C.) enhanced with Raven 200 polyolefin fiber filler or other approved aggregate.

C. Factory blended, rapid setting, high–early strength, non–shrink repair mortar to be trowel or pneumatically spray applied to the entire surface

1. Manufacturer: Raven Lining Systems, Broken Arrow, Oklahoma 800-324-2810 or 918-6150-140 fax.
2. Product: Raven 755 Cement Mortar having the following characteristics:

a.Product Type: Fiber filled high early strength Portland cement mortar
b. Tensile Strength, psi (ASTM C496):>800
c. Compressive Strength, psi (ASTM C109): >9,000 @ 28 days
d. Flexural Strength, psi (ASTM C293): >1500
e. Shrinkage @ 90% R. H., % (ASTM C596): 0
f. Adhesion to Concrete, psi (ASTM C882): >2000 psi
g. Freeze/Thaw (ASTM C666): 100 Cycles, no visible damage

3. Or equal as approved by County representative

D. Factory blended, high strength, non–shrink, cementitious repair mortar to be troweled or otherwise manually applied to repair/fill minor surface defects from featheredge to ¼" in thickness.

1. Manufacturer: Raven Lining Systems
2. Product: Raven 710 – Cement Mortar having the following characteristics

a. Product Type: Calcium aluminate mortar
b. Compressive Strength, psi (ASTM C109): >5,000 @ 28 days
c. Shrinkage @ 90% R. H., % (ASTM C596): 0
d. Adhesion to Concrete, psi (ASTM C882): >1600 psi
e.dhesion to Concrete, psi (ASTM D7234): >150 psi

3. Or equal as approved by County representative

E. Factory blended, high–early strength, non–shrink, cementitious repair mortar to be trowel applied to fill large voids or repair bench and inverts.

1. Manufacturer: Raven Lining Systems
2. Product: Raven 700 Cement Mortar having the following characteristics:

a. Product Type: Calcium aluminate mortar
b. Compressive Strength, psi (ASTM C109): >1,800 @ 24 hours
c. Adhesion to Concrete, psi (ASTM C882): >1600 psi
d. Adhesion to Concrete, psi (ASTM D7234): >150 psi
e. Density of wet mix: 100 – 110 lbs./ft3.

3. Or equal as approved by County representative

F. Factory blended, non–shrink, hydraulic cement to be used for infiltration remediation.

1. Manufacturer: As applicable

2. Product: Hydraulic cement having the following characteristics:

a. Product Type: Hydraulic cement
b. Compressive Strength, psi (ASTM C109): >1,000 @ 1 hour, >2500 psi @ 24 hours
c. Shrinkage @ 90% R. H., % (ASTM C596): 0

G. Hydrophobic or Hydrophilic injectable urethane chemical grout to be used for the remediation of high volume infiltration or crack repair and/or soil stabilization and void filling.

1. Manufacturer: As applicable

2. Product: Urethane chemical grout as appropriate for infiltration, crack repair and soil stabilization.

H. (OPTIONAL) Fiberglass woven roving cloth using E–Glass, 9 oz/yd2 minimum weight; typical of Hexcel or BFG Industries style #7500.

4.10 Coating Products

A. Coating product shall be applied to all interior surfaces to impart a degree of structural enhancement.

B. Coating product physical properties shall be substantiated through submittal of accredited third party testing results and shall be representative of the actual field applied product and cure mechanism(s) to be employed in the field.

C. 100% Solids, Solvent–Free, Ultra–High Build Epoxy Coating to be spray applied to all interior surfaces of exposed concrete above the spring line or as otherwise detailed.

1. Manufacturer: Raven Lining Systems, Broken Arrow, Oklahoma 800–324–2810 or 918–6150–140 fax or equal as approved by County representative.

2. Product: Raven 405 – 100% solids, solvent–free ultra high–build epoxy system exhibiting the following characteristics:
a. Product Type: amine cured epoxyOC Content (ASTM D2584):
b. VOC Contnt (ASTM D2584): 0%
c. Compressive Strength, psi (ASTM D695): 18,000 (minimum)
d. Tensile Strength, psi (ASTM D638): 7,500 (minimum)
e. Flexural Modulus, psi (ASTM D790): 700,000 (minimum)
f. Adhesion to Concrete, psi/mode of failure (ASTM D4541/7234): 200 psi (minimum) with substrate (concrete) failure
g. Product shall be applied at a minimum 125 mils minimum

D. Product primer to be applied as recommended by the coating product manufacturer as installation conditions warrant.

1. Manufacturer: Raven Lining Systems or equal as approved by County representative.

2. Product: Raven 171 – 100% solids epoxy primer having the following characteristics: 100% Solids, Solvent–Free, Ultra–High Build Epoxy Coating to be manually or spray applied to interior surfaces of exposed concrete below the typical flow line; specifically designed for accelerated cure and suitable for release of flow in less than 45 minutes at normal service temperatures or as otherwise detailed.

4.11 Product Application Equipment

A. Cementitious repair products for spot repair may be mixed and applied using hand and/or power tools

B. Cementitious repair products to be spray applied shall be mixed and applied using manufacturer approved batch mixing and low velocity spray devices.

C. Coating product primer may be applied using hand tools or other convention/airless spray application device(s).

D. Coating product to be spray applied shall be mixed and applied using manufacturer approved heated plural component spray equipment.

E. Coating product application to hard to reach areas or for touch–up may be performed using hand tools.

4.12 Examination

A. Appropriate actions shall be taken by Contractor to comply with local, state, and federal regulatory and other applicable agencies with regard to environment, health, and safety during work.

B. All structures to be coated shall be readily accessible to Contractor.

C. New Portland cement concrete structures shall have endured a minimum of 28 days since manufacture prior to commencing coating installation. Should earlier coating be required, coating product manufacturer shall recommend specifications including appropriate cure assessment testing and use of specialty primers and sealers such as Raven 171.

D. Any active flows shall be dammed, plugged, or diverted as required to ensure all liquids are maintained below or away from the surfaces to be coated until final applications are cured as recommended by the manufacturer.

E. Temperature of the surface to be coated should be maintained between 40 and 120 deg F.

F. Specified surfaces should be shielded to avoid exposure of direct sunlight, other intense heat source or, where cementitious products are employed, excessive ventilation. Where varying surface temperatures do exist, coating installation should be scheduled when the temperature is falling versus rising.

G. Prior to commencing surface preparation, Contractor shall inspect all surfaces specified to receive the coating and notify Owner, in writing, of any noticeable disparity in the site, structure or surfaces which may interfere with the work, use of materials or procedures as specified herein.

4.13 Repairs and Surface Preparation

A. Excessive debris, sediment, root intrusion or other foreign materials which may impact the effectiveness of the surface preparation process shall be removed prior to the commencement thereof.

B. Offset structural components, lids, covers, frames, etc. shall be repaired, replaced, or reset prior to the commencement of surface preparation.

C. External soil/fill voids shall be remediated and/or stabilized by replacement or injection of stabilizing grout as determined appropriate by the County representative.

D. Oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants which may affect the performance and adhesion of the coating to the substrate shall be removed in accordance with SSPC–SP 1 – Solvent Cleaning. Choice of surface preparation method(s) should be based upon the condition of the structure and concrete or masonry surface, potential contaminants present, access to perform work, and the required cleanliness and profile of the prepared surface to receive the repair and/or coating product(s).

E. Surface preparation method, or combination of methods, that may be used include high–pressure water cleaning, water jetting, abrasive blasting, shotblasting, grinding, scarifying, detergent water cleaning, hot water cleaning and others as referenced in industry accepted standards such as:

1. SSPC SP–13/NACE No. 6 Surface Preparation of Concrete,

2. ASTM D–4258 Standard Practice for Surface Cleaning Concrete for Coating and ASTM–D–4259 Standard Practice for Abrading Concrete,

3. ICRI Technical Guideline No. 03732 Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

4. NACE/SSPC Standards for the surface preparation of steel.

F. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound, clean, and neutralized surface suitable for the specified coating product(s).

1. Resulting concrete surface profile (CSP) of the prepared concrete substrate shall be (as described in ICRI Technical Guideline No. 310.2–1997):

a, For application of cementitious materials; at least a CSP–2
b. For application of coating products: at least a CSP–2.

2. Concrete and/or mortar damaged by corrosion, chemical attack or other means of degradation shall be removed so that sound substrate remains,

a. In conditions where severe chemical/microbiological attack has occurred the prepared substrate shall exhibit a pH of 8–12. Additional cleaning and/or contaminated substrate removal may be required to achieve the specified pH level.

3. Steel surfaces to be coated shall be abrasive blast cleaned.

a. Blast air shall be free of oil and water.

b. Abrasive shall be as required to produce the specified level of cleanliness and profile in an efficient and uniform manner. Abrasive shall not be recycled.

c. Abrasive blasting shall not be performed when the air or steel temperature is below 40 deg F, when the relative humidity exceeds 80%, or when the steel is less than 5 deg F warmer than the dew point. The Contractor will provide dehumidification, and/or temperature control as necessary to meet these conditions.

d. Blast cleaning shall be in accordance with SSPC–SP 5, White Metal Blast Cleaning for immersion service of the coated areas. Blast cleaning for other surfaces shall be in accordance with SSPC–SP 10, Near White Blast Cleaning. Anchor profile shall be 2.5–5.0 mils and relative to the coating thickness specified.

e. Alternatively, surfaces to be recoated may be cleaned according to SSPC–SP 12/NACE No. 5 Surface Preparation and Cleaning of Metals by Water jetting prior to Recoating.

f. Preparation shall be to SSPC–SP 12, WJ–1, Clean to Bare Substrate using a minimum of High–Pressure Water Jetting (10,000 psi–30,000 psi).

g. Water jetting does not produce an etch or profile of the magnitude currently recognized by the coatings industry. Rather, it exposes the original abrasive–blasted surface profile if one exists. An anchor profile of at least 2.5 mils is required to be exposed. If sufficient profile does not exist, abrasive blasting shall be performed as specified in section 3.2 D.

h. At the time of the recoating, the amount of flash rust shall be no greater than “No Flash Rust” as defined in SSPC–SP 12.

i. If inhibitors are to be used with the standard jetting water, the coatings manufacturer shall be consulted to ensure the compatibility of inhibitors with the coatings.

G. Prior to the application of the coating product repairs shall be completed to ensure the following:

1. All inflow and infiltration shall be eliminated by use of appropriate repair material(s), such as hydraulic cements and/or chemical grouts as described in Section 2.2.

2. All repairs to joints, pipe seals, steps, mechanical penetrations, benches, inverts, pipes or other appurtenances to be coated shall be completed and repaired surfaces prepared according to this section.

a. Benches or other horizontal surfaces shall have adequate slope (1” rise per lineal foot minimum) to minimize the retention of debris following surcharge.

b. Inverts or flow channels shall be smooth without lips, rough edges or other features which may cause debris to collect; contoured to minimize turbulent flow; and be sloped to promote adequate flow from the inlet(s) to the outlet pipe.

c. All joints, pipe seals, steps or other penetrations shall be sealed against inflow, infiltration and exfiltration and be adequately filled, smoothed and contoured to promote monolithic coating application.

H. Areas where reinforcing steel has been exposed shall be repaired in accordance with the County representative’s recommendations

or at the minimum all exposed steel shall be prepared in accordance with Section 3.2 Par G.2 prior to coating with the coating product specified or other approved primer as specified by the coating product manufacturer.

4.14 Application of Repair and Resurfacing Products

A. Repair products as per section 2.2 D shall be used to fill voids, bugholes, and other surface defects which may affect the performance or adhesion of the coating product(s).

B. Repair products as per section 2.2 C and/or D shall be used to repair, smooth or rebuild surfaces with rough profiles to provide a concrete or masonry substrate suitable for the coating product(s) to be applied. These products shall be installed to ½" minimum thickness or as recommended within manufacturers published guidelines. Should structural rebuild be necessary, these products shall be installed to a thickness as specified by the Project Engineer

C. Repair products as per section 2.2 F and/or G shall be used to remediate all active inflow, infiltration, and/or external soil/fill voids.

D. All Repair products shall be handled, mixed, installed, and cured in accordance with manufacturer guidelines.

E. All repaired or resurfaced substrates shall be inspected for cleanliness and suitability to receive the coating product(s). Additional surface preparation may be required prior to coating application as per section 3.2.

F. (OPTIONAL) Fiberglass woven roving cloth may be rolled into the coating for added tensile and flexural strength where desired and/or required.

1. A tack coat of a minimum of 20-30 mils shall be applied and allowed to cure to a tack free state, followed by and additional coat of 20-30 mils of coating into which the fiberglass matte shall be inlayed and rolled while wet, an additional 50-60 mil coat minimum shall be applied over the fiberglass inlay as part of the overall coating application.
2. Fiberglass matte shall be woven roving cloth with an approximate weight of 9 oz/yd2. Fiberglass matte shall be rolled into the epoxy tack coat(s) using a notched roller fully relieving trapped air and wrinkles. The final topcoat shall encapsulate all fiberglass strands. Care should be taken to ensure adequate cure time between applications above 100 mils to relieve exothermic heat in order to avoid thermal degradation of the coating.

4.15 Application of Coating Product(s)

A. Application procedures shall conform to the recommendations of the coating product(s) manufacturer, including environmental controls, product handling, mixing, application equipment, and methods.

B. Spray equipment shall be heated plural component specifically designed to accurately ratio and apply the coating product(s) and shall be in proper working order.

C. Contractors qualified in accordance with Section 1.4 of these specifications shall perform all aspects of coating product(s) installation.

D. Prepared surfaces shall be coated via spray application of the coating product(s) described herein unless otherwise recommended by the coating product manufacturer.

E.Coating thickness shall be in relation to the profile of the surface to be coated as recommended by the coating product manufacturer. In all cases the coating product(s) shall be applied to a minimum dry film thickness of 80 mils to surface profiles of CSP–2 to CSP–5 or 125 mils minimum DFT to surface profiles of CSP–6 or greater. For resistance to ground water head pressure the coating shall be a minimum of 80 mils for depths up to 15' and 125 mils minimum for depths from 15' to 80'. For depths greater than 80' consult the coating manufacture for recommendations.

F. Subsequent topcoating or additional coats of the coating product(s) shall occur within the product's recoat window or 24 hours whichever is less. Additional surface preparation procedures will be required if this recoat window is exceeded. Coating product(s) shall interface with adjoining construction materials/components throughout the manhole structure to effectively seal and protect substrates from attack by corrosive elements and to ensure the effective elimination of infiltration into the drainage system. Procedures and materials necessary to effect the interface between dissimilar materials and the coating product shall be as recommended by the coating product(s) manufacturer.

G. Termination points of the coating product(s) shall be made at the manhole frame and chimney joint (or other man way as is present), 1" below normal flow levels at the bench or within the invert [unless invert is specified to receive coating], and a minimum of 1" interfacing within each pipe penetration.

H. Stormwater flow shall be stopped, bypassed, or diverted as necessary for application of the coating product(s) to the invert and interface with pipe materials.

4.16 Testing and Inspection

A. Coating system thickness shall be inspected to ensure compliance with the specifications herein. During application a wet film thickness gauge, meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. Measurements shall be taken, documented, and attested to by Contractor for submission to Owner. After the coating product(s) have cured in accordance with manufacturer recommendations, coating system thickness may be measured according to SSPC-PA 9 - Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.

B. High voltage holiday detection for coating systems installed in corrosive environments, when it can be safely and effectively employed, shall be performed to ensure monolithic protection of the substrate. After the coating product(s) have cured in accordance with manufacturer recommendations, all surfaces shall be inspected for holidays in accordance with NACE RPO 188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates or ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates. All detected holidays shall be marked and repaired according to the coating product(s) manufacturer's recommendations.

1. Test voltage shall be a minimum of 100 volts per mil of coating system thickness.
2. Detection of a known or induced holiday in the coating product shall be confirmed to ensure proper operation of the test unit.

3. All areas repaired shall be retested following cure of the repair material(s).

4. In instances where high voltage holiday detection is not feasible a close visual inspection shall be conducted and all possible holidays shall be marked and repaired as described above.

5. Documentation of areas tested, equipment employed, results, and repairs made shall be submitted to the Owner/Engineer by Contractor.

C. Visual inspection shall be made by the Project Engineer and/or Inspector. Any deficiencies in the finished coating affecting the performance of the coating system or the operational functionality of the structure shall be marked and repaired according to the recommendations of the coating product(s) manufacturer.

D. The drainage system may be returned to full operational service as soon as the final inspection has taken place and all coating materials have been adequately cured according to the coating product(s) manufacturer's recommendations.

By checking yes, vendor acknowledges the above Scope of Work / Technical Specifications and will furnish said product or services according to the specifications or scope of work detailed within this ITB if awarded.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.2.2. Exhibit A - Line Thickness Chart (Ground Cover in Feet)

Please responded yes that you have reviewed this chart.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.3. Revisions/ Addenda/ Questions & Answers

Group - 1 Questions - 1/1

1.3.1. **REVISIONS | ADDENDA | QUESTIONS & ANSWERS**

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

To review all the published questions and answers, click on the Question and Answer Tab on the left hand side of the screen.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.4. Insurance Requirements

Group - 4 Questions - 4/4

1.4.1. **By checking yes, vendor agrees to the insurance requirements as detailed in the attached Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sections as detailed below.**

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

B. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described below in this Exhibit.

C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

D. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor’s actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

H. Workers’ Compensation, Workers’ Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers’ Compensation Law (Chapter 440, Florida Statutes, Workers’ Compensation Insurance) and include Employers’ Liability Insurance with limits no less than the

statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a “leased employee” or an employee obtained through a professional employer organization (“PEO”), Contractor is required to have such employees covered by worker’s compensation insurance in accordance with Florida Worker’s Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.
(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers’ Compensation coverage or provide proof of their own Workers’ Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer’s liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers’ Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney’s fees and costs arising under said employee(s) Workers’ Compensation insurance claim(s).

I. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor’s operations, independent Contractors, Subcontractors and “broad form” property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor’s Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor’s Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

J.Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in the Required Types and Limits of Insurance Chart, per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with “Any Auto”, Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

AA. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements:

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

(3) Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers’ compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor’s insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers’ Compensation, and general liability).

(4) County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor’s business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor’s benefit under the Agreement.

(5) Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with the solicitation section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

(7) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3. Proof of Insurance

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

1.4.2. **Damages to Rental Equipment**

Rental Contractor(s) agree to purchase such insurance, as they consider necessary to protect their equipment from damage or destruction during the term of this Agreement for rental of equipment. Rental Contractor(s) also agree that the County shall have no obligation for payment of damages of any nature to equipment provided with or without an operator unless clear and convincing evidence demonstrates that gross negligence of either the County or its employees acting within the scope of their employment was the direct cause of such damage or destruction.

Rental Contractor(s) further understand and agree that no employee of the County other than the Director of Purchasing and Contracts is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of a County employee other than the Director of Purchasing and Contracts shall be interpreted as the County's acknowledgement of delivery only.

By checking yes, the vendor acknowleges and agrees to the terms and conditions regarding damages to rental equipment as described in this section.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.4.3. Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

Document upload

Granite Inliner, LLC:

COI Inliner Solutions, LLC - 2531 Je..(464701).pdf

1.4.4. Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit the attached **Hold Harmless Agreement**.

Document upload

Granite Inliner, LLC:

Hold Harmless Agreement(464702).pdf

1.5. Forms

Group - 12 Questions - 12/12

1.5.1. **Bid Submittal Form**

Please fill out and submit the attached **Bid Submittal Form**.

Document upload Mandatory Requirement

Granite Inliner, LLC:

Bid Submittal Form(464703).pdf

1.5.2. **W-9**

Please attach current **W-9 Form**.

Document upload Mandatory Requirement

Granite Inliner, LLC:

Inliner Solutions LLC - W9(464704).pdf

1.5.3. **Florida Department of State, Division of Corporations' Detail by Entity Name Report**

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

Document upload Mandatory Requirement

Granite Inliner, LLC:

Inliner Soluitons Sunbiz Page(464705).pdf

1.5.4. **Certification Affidavit by Prime Contractor as Local Business**

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf

By selcting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.5.5. **Certification Affidavit of Subcontractor as Local Business**

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.5.6. **Business Tax Receipt**

Please attach **Business Tax Receipt**.

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR.

There are two exceptions to this ITB submission requirement:

1. If Respondent's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Respondent's business type is exempt, submit with proposal a **Proof of Exemption Form**, approved by the Volusia County Treasury and Billing Director, located at https://www.volusia.org/core/fileparse.php/6090/urlt/Proof-of-Exemption.pdf.

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, go to: http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.stml

Document upload

Granite Inliner, LLC:

Sanford_2022 Tax Receipt(464706).pdf Seminole Cnty Tax Recpt exp 09-30-22(464707).pdf

1.5.7. **Conflict of Interest**

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

Yes/No response Mandatory Requirement

- **Yes** - triggers
- **No**

Granite Inliner, LLC:

- No
  MR missed

1.5.8. **Public Entity Crime**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.5.9. **Scrutinized Companies Certification**

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.5.10. **Drug-Free Workplace**

By selecting "Yes", Rspondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Granite Inliner, LLC:

- Yes

1.5.11. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes', the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes/No response Mandatory Requirement

- **Yes**
- **No** - triggers

Granite Inliner, LLC:

- Yes

1.5.12. **Licenses and/or Certifications**

Please attach copies of **Licenses and/or Certifications** as may be required per the specifications of this solicitaiton.
Document upload Mandatory Requirement

Granite Inliner, LLC:

John Sunderman License(464708).pdf

1.6. Additional Information

Group - 11 Questions - 11/11

1.6.1. Can you meet the minimum warranties (Section 1.8, Section 2.3 and Section 4.7) listed in this solicitation?
Open text response Mandatory Requirement

Granite Inliner, LLC:

Yes

1.6.2. Please provide a copy of your State of FL Certified General Contractor, or Underground Utility and Excavation Contractor.
Document upload Mandatory Requirement

Granite Inliner, LLC:

John Sunderman License(464709).pdf

1.6.3.

Do you accept electronic funds transfer (EFT)?

Yes/No response

- **Yes**
- **No**

Granite Inliner, LLC:

- Yes

1.6.4.

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

Numeric response

Granite Inliner, LLC:

0

1.6.5.

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

Open text response

Granite Inliner, LLC:

No

1.6.6.

Please submit your total number of employees.

Numeric response

Granite Inliner, LLC:

1086

1.6.7. Are you a sole proprietor?

Yes/No response

- **Yes**
- **No**

Granite Inliner, LLC:

- No

1.6.8. The following information is required in order to be considered for a future price redetermination for **fuel**.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of fuel?

The total for **all** of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Numeric response

Granite Inliner, LLC:

3

1.6.9. Which fuel type does your firm use primarily:

Multiple choice response

- **diesel fuel**
- **gasoline**

Granite Inliner, LLC:

- diesel fuel

1.6.10. The following information is required in order to be considered for a future price redetermination for **wages**.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of wages?

The total for **all** of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Numeric response

Granite Inliner, LLC:

10

1.6.11. The following information is required in order to be considered for a future price redetermination for **materials**.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of materials?

The total for **all** of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Numeric response

Granite Inliner, LLC:

65

1.7. References

Group - 1 Questions - 1/1

1.7.1. **References**

List at least three (3) recent references where the proposed product/services has been provided within the past three (3) years. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

Complete and upload the attached References Form. Additional documentation may be provided to aid in evaluation.

Document upload Mandatory Requirement

Granite Inliner, LLC:

References Form(464710).pdf Acquisition Letter(464711).pdf Altamonte Springs Letter of Reference(464712).pdf City of Deltona Letter of Reference(464713).pdf City of Sanford Letter of Reference(464714).pdf

1.8. Definitions

Group - 0 Questions - 0/0

Inliner Solutions
2531 Jewett Lane
Sanford, FL 32771

t 407.472.0014
inliner.com

June 28, 2022

Volusia County
2560 State Road 44
Deland, FL 32720

RE: Acquisition Complete: Granite Inliner, LLC is transitions to Inliner Solutions, LLC

Inland Pipe Rehabilitation (IPR), an investment affiliate of private equity investment firm, J.F. Lehman & Company, has completed the acquisition of Granite Inliner and its affiliated companies including LiquiForce, Liner Products and Inliner Technologies. As part of this acquisition the Granite Inliner, LLC name has transitions to Inliner Solutions. We have completed the process of filing the appropriate amendments with the state to complete this name change. Please note, only the name has changed. Our legal address, tax ID number(s), and registered agent(s) will stay the same. Copies of the Sunbiz.org amendment name change and our updated license are attached.

While our name will change, our strong commitment to quality work and support of your current and future needs will not. Know that our goal remains as it has always been - to work with our customers and partners to safely execute the work ahead of us and to lead the way with the renewal opportunities of tomorrow.

In the upcoming months, the Inliner companies will further align and combine with the IPR companies that provide CIPP, geopolymer, pipe bursting and potable water lining solutions. We believe this combination will produce the most compelling and competitive trenchless pipe rehabilitation solutions and technologies company in North America. An unmatched product and service portfolio together with an expanded group of professionals, crew team members and equipment will ensure our enhanced ability to provide value to your project and the communities we serve.

Please feel free to reach out to me should you have any questions or concerns. We look forward to remaining your trusted partner and source of support for your infrastructure rehabilitation needs.

If you have any questions, do not hesitate to contact me.

Sincerely,

INLINER SOLUTIONS, LLC.

Daniel J. Banken
Area Director
www.inliner.com

June 21, 2022

To whom it may concern;

Granite Inliner has successfully completed multiple lining contracts for the City of Altamonte Springs. The following is a selected listing of contracts completed by Granite Inliner within the past three years:

Purchase Order	Amount	Start Date	End Date
20210293	499,895.50	12/09/2020	03/01/2021
20200309	375,391.75	10/02/2019	06/01/2020
20190277	358,925.00	11/7/2018	02/28/2019

The current FY22 lining project is almost complete and has a current projected value of $483,783.

Work on the projects consisted of sewer relining various diameter sanitary sewers and storm sewers using Cured-In-Place Pipe lining (CIPP). Work encompassed all aspects necessary for the complete relining of the sewers including cleaning, pre-CCTV inspections, CIPP lining, and post-CCTV inspections.

Staff from Granite has always done a good job of coordinating with both City staff and our residents on project schedules and potential changes. We especially appreciate the timely responses to problems that arise outside the initial scope of work that Granite is quick to respond to.

Work on all of these projects was completed to the satisfaction of the City and we look forward to continuing this partnership in the future.

Please feel free to contact me with any questions.

Sincerely,

Kipton Lockcuff, P.E.
Division Director Water Distribution, Collections, & Resource Management
950 Calabria Drive
Altamonte Springs, FL 32714
407-571-8533

BID SUBMITTAL FORM

The undersigned hereby declare(s) that [firm name] Inliner Solutions, LLC has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this ITB.

I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types* of *Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this bid is true and correct:

x

Signature / Authorized Signatory

Daniel Banken

Printed Name

Area Manager — 06/28/2022

Title — Date

Inliner Solutions, LLC

Company Name

2531 Jewett Ln. Sanford FL, 32771

Full Address

407.472.0014 — 407.472.0097 — daniel.banken@gcinc.com

Telephone — Fax — E-mail Address

13-073-4267 — 01-0684682

Dun & Bradstreet # — Federal I.D. #

City of Deltona

June 21, 2022

Granite Inliner
Christopher Hee
Project Manager
2531 Jewett Lane
Sanford, FL 32771

Re: Granite Inliner Reference

To whom it may concern,

Granite Inliner has successfully completed multiple lining contracts for the City of Deltona. The following is a selected listing of contracts completed by Granite Inliner within the past three years:

Purchase Order	Amount	Start Date	End Date
190289	$500,000	10/01/2018	03/01/2019
200379	$700,000	10/01/2019	03/01/2020
210300	$500,000	10/01/2020	03/01/2021

Work on the projects consisted of sewer relining various diameter sanitary sewers using Cured-In-Place Pipe lining (CIPP) and manhole rehabilitation with epoxy lining. Work encompassed all aspects necessary for the complete relining of the sewers and manholes including cleaning, pre-CCTV inspections, CIPP lining, and post-CCTV inspections.
Work on the projects was completed to the satisfaction of the City.

Sincerely,

Jeff Elder
Utility Systems Manger

DELTONA WATER
255 Enterprise Road, Deltona, Florida 32725
Deltona Water (386) 575 -6800 • Fax (386) 574-0163
Webpage: www.deltonafl.gov

CITY OF SANFORD
PUBLIC WORKS & UTILITIES DEPARTMENT

Thursday, June 22, 2022

To whom it may concern,

Granite Inliner has successfully completed several lining contracts for the City of Sanford Public Works and Utilities Department. The following is a selected listing of contracts completed by Granite Inliner within the past three years:

Purchase Order	Amount	Start Date	End Date
037219	291,800.00	5/18/2020	9/30/2020
037221	260,897.50	5/21/2020	9/30/2020
037784	599,885.00	02/17/2021	9/30/2021

In addition to the completed work above, Granite Inliner is currently working under PO 038470 dated 03/02/2022 valued at $2,300,000.00.

Work on the projects included sewer relining of various diameter sanitary sewer gravity pipeline using Cured-In-Place Pipe lining (CIPP) and Epoxy Manhole Rehabilitation. Work encompassed all aspects necessary for the complete relining of the sewers including cleaning, bypass pumping, pre-CCTV inspections, CIPP lining, and post-CCTV inspections. As needed and requested by the City, Granite Inliner also brought in subcontractors to make point repairs required to complete our relining projects.

All work was completed to the satisfaction of the City. Granite Inliner and Project Manager Christopher Hee have been responsive and professional throughout our experience.

Best regards,

Mack McKinley, P.E.
Water Resources Engineer

Art Woodruff, Mayor
Sheena Britton, District 1
Kerry S. Wiggins, Sr., District 2
Patrick Austin, District 3
Patty Mahany, District 4
Norton N. Bonaparte, Jr., City Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

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			
Alliant Insurance Services Houston, LLC 5444 Westheimer, Suite 900 Houston, TX 77056	CONTACT NAME:	Brett Sauer	
	PHONE (A/C, No, Ext):	602-707-1931	FAX (A/C, No): 602-707-1932
	E-MAIL ADDRESS:	Brett.Sauer@alliant.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Greenwich Insurance Company	22322
INSURED	INSURER B:	Various	
Inliner Solutions, LLC 4520 and 4804 N State Road 37 Orleans, IN 47452	INSURER C:	XL Specialty Insurance Company	37885
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			CGD740922009	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS			CAD740922109	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			Various	04/01/2022	04/01/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWD740921909	04/01/2022	04/01/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

The Policies below are excess of the General Liability, Auto Liability, and Employer's Liability:

Carrier Name	Policy Number	Limit	NAIC #
AXIS Surplus Insurance Company	P-001-000524083-02	$3,000,000	26620
Starr Indemnity & Liability Company	1000585633221	$7,000,000 xs $3,000,000	38318

Re: EVIDENCE OF INSURANCE FOR BIDDING, PRE-QUALIFICATION AND COMPLIANCE PURPOSES.
GL Per ISO Form CG 0001 04/13; AL Per ISO Form CA0001 11/20. The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.

CERTIFICATE HOLDER

Inliner Solutions, LLC
2531 Jewett Lane
Sanford, FL 32771

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Inliner Solutions
2531 Jewett Lane
Sanford, FL 32771

t 407.472.0014
inliner.com

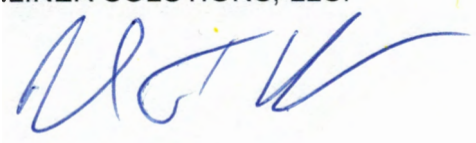
June 28, 2022

Volusia County

Hold Harmless Agreement does not apply to Inliner Solutions, LLC

Sincerely,

INLINER SOLUTIONS, LLC.



Daniel J. Banken
Area Director
www.inliner.com



Detail by Entity Name

Foreign Limited Liability Company
INLINER SOLUTIONS, LLC

Filing Information

Document Number	M02000001646
FEI/EIN Number	01-0684682
Date Filed	06/21/2002
State	IN
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	05/16/2022
Event Effective Date	NONE

Principal Address

2601 Stout Heritage Pkwy.
Suite 100
Plainfield, IN 46168

Changed: 06/21/2022

Mailing Address

2601 Stout Heritage Pkwy.
Suite 100
Plainfield, IN 46168

Changed: 06/21/2022

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title Manager

Inland Pipe Rehabilitation, LLC
1510 Klondike Road, Suite 400
Conyers, GA 30094

Annual Reports

Report Year	Filed Date
2020	04/22/2020
2021	04/22/2021
2022	06/21/2022

Document Images

06/21/2022 -- ANNUAL REPORT	View image in PDF format
05/16/2022 -- LC Amendment and Name Change	View image in PDF format
04/22/2021 -- ANNUAL REPORT	View image in PDF format
05/12/2020 -- LC Amendment	View image in PDF format
04/22/2020 -- ANNUAL REPORT	View image in PDF format
07/09/2019 -- ANNUAL REPORT	View image in PDF format
07/27/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
07/16/2018 -- LC Name Change	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
05/03/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
04/20/2013 -- ANNUAL REPORT	View image in PDF format
05/10/2012 -- ANNUAL REPORT	View image in PDF format
05/01/2012 -- LC Name Change	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
04/14/2011 -- ANNUAL REPORT	View image in PDF format
04/01/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
05/15/2008 -- ANNUAL REPORT	View image in PDF format
05/10/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2007 -- ANNUAL REPORT	View image in PDF format
01/16/2006 -- ANNUAL REPORT	View image in PDF format
01/13/2005 -- ANNUAL REPORT	View image in PDF format
01/28/2004 -- ANNUAL REPORT	View image in PDF format
03/20/2003 -- ANNUAL REPORT	View image in PDF format
06/21/2002 -- Foreign Limited	View image in PDF format

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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.

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.
Inliner Solutions, LLC

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

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) ▶ C

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.
4520 North State Road 37

Requester's name and address (optional)

6 City, state, and ZIP code
Orleans, IN 47452

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
0	1	–	0	6	8	4	6	8	2

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** ▶ Christopher A. Scott **Date** ▶ 3-31-2022

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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SUNDERMAN, JOHN ROGER

INLINER SOLUTIONS, LLC
605 SW CHANNEL AVE
STUART FL 34994

LICENSE NUMBER: CUC035777

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

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REFERENCES

Agency **#1**	Altamonte Springs
Address	950 Calabria Drive
City, State, ZIP	Altamonte Springs, FL 32714
Contact Person	Kipton Lockcuff
E-mail	KLockcuff@altamonte.org Phone: 407.571.8533
Date(s) of Service	12/09/20 - 03/01/20; 10/02/19 - 06/01/20; 11/07/18 - 02/28/19
Type of Service	Cured-In-Place Pipe lining (CIPP),cleaning, pre-CCTV inspections, CIPP lining, and post-CCTV inspections
Comments:	
Agency **#2**	Deltona Water
Address	255 Enterprise Road
City, State, ZIP	Deltona, FL 32725
Contact Person	Jeff Elder
E-mail	JElder@deltonafl.gov Phone: 386.804.8360
Date(s) of Service	10/01/18 - 03/01/19; 10/01/19 - 03/01/20; 10/01/20 - 03/01/21
Type of Service	Cured-In-Place Pipe Lining (CIPP) and manhole rehabilitation with epoxy lining
Comments:	
Agency **#3**	City of Sanford
Address	300 N. Park Avenue
City, State, ZIP	Sanford, FL 32771
Contact Person	Mack McKinley
E-mail	Mack.McKinley@Sanfordfl.gov Phone: 407.688.5177
Date(s) of Service	05/18/20 - 09/30/20; 05/21/20 - 09/30/20; 02/17/21 - 09/30/21
Type of Service	Cured-In-Place Pipe Lining (CIPP) and epoxy manhole rehabilitation
Comments:	also included cleaning, bypass pumping, pre CCTV and Post CCTV inspections

CITY OF SANFORD
Building Division
PO Box 1788, Sanford, FL 32772-1788

2022

LOCAL BUSINESS TAX RECEIPT

VALID THROUGH SEPTEMBER 30, 2022

GRANITE INLINER LLC
2531 JEWETT LN

SANFORD FL 32771

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date:	07/26/2021	**Control Number:**	BTR19-031029
Business Location:	2531 JEWETT LN		

Classification	Amount
Fire Inspection Fee	180.00
Contractor	200.00
TOTAL:	**380.00**

Comments:
Restrictions:

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES

SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/22

GRANITE INLINER LLC
2531 JEWETT LN
SANFORD, FL 32771

Account #: 159592

REGULATED
License # - CUC035777
Qualifier- JOHN ROGER SUNDERMAN
**SANFORD CITY LICENSE REQUIRED **

STEPHANIE L TAYLOR (OFFICER)

Receipt #: 1S572021091501380 Amount Paid: $ 49.50 Date Paid: 09/15/2021

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

GRANITE INLINER LLC
2531 JEWETT LN
SANFORD, FL 32771

FEDERAL CONTRACT PROVISIONS

Contractor agrees to comply with all requirements checked below

☐ **Equal Employment Opportunity** – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

This requirement applies to all FEMA/Federal grant and cooperative agreement programs.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

☐ **Davis Bacon Act Equal Employment Opportunity** – applies to all contracts for construction work as defined above.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA/Federal grant and cooperative agreement programs, including the Public Assistance Program.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

☐ **Copeland Anti-Kickback Act**

This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

☒ **Contract Work Hours and Safety Standards Act**

This requirement applies to all FEMA/Federal contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

☐ **Rights to Inventions Made Under a Contract or Agreement**

If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F)

This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

☒ **Clean Air Act and the Federal Water Pollution Control Act**

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

☒ **Debarment and Suspension**

This requirement applies to all FEMA/Federal grant and cooperative agreement programs.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R.

pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix A.

☒ **Byrd Anti-Lobbying Amendment**

This requirement applies to all FEMA/Federal grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix B.

☒ **Procurement Of Recovered Materials**

This requirement applies to all contracts awarded by a non- federal entity under FEMA/Federal grant and cooperative agreement programs.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

☒ **Access to Records**

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA (Federal grant) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA (Federal grant) Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA (Federal grant) Administrator or the Comptroller General of the United States.

☒ **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

☒ **Department of Homeland Security (DHS) Seal, Logo, and Flags**

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

☒ **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA/Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA/Federal policies, procedures, and directives."

☒ **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

☒ **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

☐ **Domestic Preferences for Procurements**

The Contractor acknowledges that they, as appropriate and to the extent consistent with law, shall, when practicable purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). See 2 C.F.R. Part 200.322.

(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☐ **Prohibition on certain telecommunications and video surveillance services or equipment.**

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   (a) Procure or obtain;
   (b) Extend or renew a contract to procure or obtain; or
   (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
      (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
      (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
3. See Public Law 115-232, section 889 for additional information.
4. See also 2 CFR §200.471. Telecommunication costs and video surveillance costs.
   (a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
   (b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:
      (1) Procure or obtain, extend or renew a contract to procure or obtain;
      (2) Enter into a contract (or extend or renew a contract) to procure; or
      (3) Obtain the equipment, services, or systems.

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

x

Authorized Signature		
Daniel Banken		
Printed Name		
Area Director		06/28/2022
Title		Date
Inliner Solutions, LLC		
Company Name		
2531 Jewett Lane, Sanford, FL 32771		
Full Address		
407-472-0014	407-472-0097	daniel.banken@gcinc.com
Telephone	Fax	E-mail Address

APPENDIX A, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-

LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Inliner Solutions, LLC

By: Daniel Banken

Date: 06/28/2022

Title: Area Director

Instructions for Certification

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX B, CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal 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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Inliner Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Daniel Banken, Area Director

Name and Title of Contractor's Authorized Official

06/28/2022

Date

Inliner Solutions, LLC - Price Sheets 22-B-41HO

RICIPP Point and Repair, Purchase and Install

RICIPP Point and Repair, Purchase and Install	Price for 3' Length of Repair	Price for 5' of Length of Repair	Price for 10' Length of Repair	Total
LF of 12 in. Diameter Pipe	$0.00	$0.00	$0.00	$0.00
LF of 15 in. Diameter Pipe	$0.00	$0.00	$0.00	$0.00
LF of 18 in. Diameter Pipe	$0.00	$0.00	$0.00	$0.00
LF of 21 in. Diameter Pipe	$0.00	$0.00	$0.00	$0.00
LF of 24 in. Diameter Pipe	$0.00	$0.00	$0.00	$0.00
LF of 30 in. Diameter Pipe	$0.00	$0.00	$0.00	$0.00
LF of 36 in. Diameter Pipe	$0.00	$0.00	$0.00	$0.00
LF of 42 in. Diameter Pipe	$0.00	$0.00	$0.00	$0.00
LF of 48 in. Diameter Pipe	$0.00	$0.00	$0.00	$0.00
LF of 54 in. Diameter Pipe	$0.00	$0.00	$0.00	$0.00
LF of 60 in. Diameter Pipe	$0.00	$0.00	$0.00	$0.00
Total				**$0.00**

Maintenance of Traffic

Day - Light Traffic - 2 lane road - 1 lane operation	$375.00
Day - Heavy Traffic - 2 lane road - 1 lane operation	$700.00
Day - Light Traffic - 3 + lane road - Work in One (1)	$1,200.00
Day - Heavy Traffic - 3+ lane road - Work in One (1	$1,500.00
Day - Close Road - Short Detour	$1,700.00
Day - Close Road - Long Detour	$1,800.00
Total	$7,275.00

RICIPP FL Lining - Purchase & Install Repair length 0 - 1000 feet

Description	Unit Price for 0' to 2' Pipe Cover	Unit Price for 2' to 4' Pipe Cover	Unit Price for 4' to 6' Pipe Cover	Unit Price for 6' to 8' Pipe Cover	Unit Price for 8' to >10' F	Total
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 12 in Diameter Pipe	$72.00	$72.00	$72.00	$72.00	$72.00	$360.00
RICIPP -LF- Lining - Purchase & Install Repair length 0 - 100 feet 15 in Diameter Pipe	$83.00	$83.00	$83.00	$83.00	$83.00	$415.00
RICIPP - LF-Lining - Purchase & Install Repair length 0 - 100 feet 18 in Diameter Pipe	$100.00	$100.00	$100.00	$103.00	$103.00	$506.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 21 in Diameter Pipe	$135.00	$135.00	$135.00	$135.00	$135.00	$675.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 24 in Diameter Pipe	$150.00	$150.00	$150.00	$155.00	$155.00	$760.00
RICIPP - LF-Lining - Purchase & Install Repair length 0 - 100 feet 30 in Diameter Pipe	$180.00	$183.00	$183.00	$187.00	$187.00	$920.00
RICIPP - LF-Lining - Purchase & Install Repair length 0 - 100 feet 36 in Diameter Pipe	$240.00	$248.00	$248.00	$251.00	$251.00	$1,238.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 42 in Diameter Pipe	$300.00	$300.00	$308.00	$315.00	$315.00	$1,538.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 48 in Diameter Pipe	$400.00	$400.00	$400.00	$415.00	$415.00	$2,030.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 54 in Diameter Pipe	$450.00	$450.00	$450.00	$465.00	$465.00	$2,280.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 60 in Diameter Pipe	$560.00	$560.00	$560.00	$570.00	$570.00	$2,820.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 12 in Diameter Pipe	$60.00	$60.00	$60.00	$60.00	$60.00	$300.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 15 in Diameter Pipe	$72.00	$72.00	$72.00	$72.00	$72.00	$360.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 18 in Diameter Pipe	$90.00	$90.00	$90.00	$93.00	$93.00	$456.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 21 in Diameter Pipe	$115.00	$115.00	$115.00	$115.00	$115.00	$575.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 24 in Diameter Pipe	$135.00	$135.00	$135.00	$140.00	$140.00	$685.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 30 in Diameter Pipe	$150.00	$150.00	$150.00	$154.00	$154.00	$758.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 36 in Diameter Pipe	$220.00	$220.00	$220.00	$223.00	$223.00	$1,106.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 42 in Diameter Pipe	$275.00	$275.00	$283.00	$290.00	$290.00	$1,413.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 48 in Diameter Pipe	$350.00	$350.00	$350.00	$365.00	$365.00	$1,780.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 54 in Diameter Pipe	$400.00	$400.00	$400.00	$415.00	$415.00	$2,030.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 60 in Diameter Pipe	$500.00	$500.00	$500.00	$510.00	$510.00	$2,520.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 12 in Diameter Pipe	$50.00	$50.00	$50.00	$50.00	$50.00	$250.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 15 in Diameter Pipe	$60.00	$60.00	$60.00	$60.00	$60.00	$300.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 18 in Diameter Pipe	$75.00	$75.00	$75.00	$78.00	$78.00	$381.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 21 in Diameter Pipe	$100.00	$100.00	$100.00	$100.00	$100.00	$500.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 24 in Diameter Pipe	$110.00	$110.00	$110.00	$115.00	$115.00	$560.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 30 in Diameter Pipe	$125.00	$125.00	$125.00	$129.00	$129.00	$633.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 36 in Diameter Pipe	$180.00	$180.00	$180.00	$183.00	$183.00	$906.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 42 in Diameter Pipe	$225.00	$225.00	$228.00	$240.00	$240.00	$1,158.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 48 in Diameter Pipe	$300.00	$300.00	$300.00	$315.00	$315.00	$1,530.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 54 in Diameter Pipe	$350.00	$350.00	$350.00	$365.00	$365.00	$1,780.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 60 in Diameter Pipe	$500.00	$500.00	$500.00	$510.00	$510.00	$2,520.00
Total						**$36,043.00**

Polyethlene Pipe Lining, Purchase and Install

Polyethlene Pipe Lining, Purchase and Install	Length of Repair for 0' - 100'	Length of Repair for 101' to 500'	Length of Repair for 501' to 1000'	Total
12" in Diameter Pipe	$0.00	$0.00	$0.00	$0.00
15" in Diameter Pipe	$0.00	$0.00	$0.00	$0.00
18" in Diameter Pipe	$0.00	$0.00	$0.00	$0.00
21" in Diameter Pipe	$0.00	$0.00	$0.00	$0.00
24" in Diameter Pipe	$0.00	$0.00	$0.00	$0.00
30" in Diameter Pipe	$0.00	$0.00	$0.00	$0.00
36" in Diameter Pipe	$0.00	$0.00	$0.00	$0.00
42 in Diameter Pipe	$0.00	$0.00	$0.00	$0.00
48" in Diameter Pipe	$0.00	$0.00	$0.00	$0.00
54" in Diameter Pipe	$0.00	$0.00	$0.00	$0.00
60" in Diameter Pipe	$0.00	$0.00	$0.00	$0.00
Total				**$0.00**

Rehabilitation of Concrete Masonry

Description	Price
Cost per Square Foot	$44.00
Total	**$44.00**

Stormwater By Pass Pumping

Day - Low Volume Pumping	$1,950.00
Day - Low Volume Pumping	$3,900.00
Total	$5,850.00

Project Administration Department

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

Memorandum

Date: May 1, 2024

To: Mayor, Board of Commissioners, and City Manager

Through: Bob Robertson, Project Administration Department Director

From: P.J. Harbert, Grant Project Specialist

Subject: Approve FDEP Grant LPA0395 (MLK/South Spring Boulevard Flooding Abatement and Intersection Safety Improvements Project

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Recommendation
Approval is recommended for the Mayor to execute an amended Grant Agreement with the Florida Department of Environmental Protection for the MLK/South Spring Boulevard Flooding Abatement and Intersection Safety Improvements (Project).

Summary
Through the proposed amended agreement, FDEP has extended the Date of Expiration to October 31, 2025. Both FDEP and the City of Tarpon Springs will continue to perform their respective duties during this extension period.

This amendment includes an attachment to Section 8 for State Funds Documentation which can be found on the attached amended agreement.

This amendment also includes a revised work plan, which is attached to this memo.

All other terms and conditions of the original agreement remain in effect.

The agreement document is attached.

AMENDMENT NO. 1
TO AGREEMENT NO. LPA0395
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF TARPON SPRINGS

This Amendment to Agreement No. LPA0395 (Agreement) 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 MLK/South Spring Blvd. Flooding Abatement & Intersection Safety Improvements (Project), effective November 4, 2022; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to delays in obtaining construction materials; 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 October 31, 2025. 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. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, 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 3-1, Revised Grant Work Plan.

4. 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.

5. 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.

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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

By: _____
Authorized Signature

Costa Vatikiotis, Mayor
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Kayla Brunson, DEP Grant Manager

_____
Nathan Jagoda, DEP QC Reviewer

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

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: Tarpon Springs MLK/South Spring Blvd. Flooding Abatement & Intersection Safety Improvements

PROJECT LOCATION: The Project will be located in the City of Tarpon Springs within Pinellas County; Lat/Long (28.1413, -82.7624).

PROJECT BACKGROUND: The intersection of MLK Blvd. and South Spring Blvd. in Tarpon Springs has experienced increased flooding frequency due to sea level rise, presenting a hazard to vehicular and pedestrian traffic. This intersection is a primary route connecting the western and eastern segments of the city. The proposed project solution is to raise the intersection elevation and install new storm drains and stormwater check valves as well as additional signage and pedestrian safety improvements. The benefits of the project include reduced or eliminated roadway flooding and enhanced public safety.

PROJECT DESCRIPTION: The City of Tarpon Springs (Grantee) will construct intersection upgrades at MLK Blvd. and South Spring Blvd. to mitigate sea level rise and frequent flooding by raising the intersection elevation and installing new storm drains and stormwater check valves. This will improve traffic flow, driver visibility, and pedestrian safety.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct intersection upgrades at MLK Blvd. and South Spring Blvd. to mitigate sea level rise and frequent flooding by raising the intersection elevation and installing new storm drains and stormwater check valves in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

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, the Grantee may proceed with payment request submittal.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received 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	Construction	Contractual Services	$673,619	07/01/2022	04/30/2025
		Total:	$673,619		

Note that, per Section 8.h. 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.

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.

Board of Commissioners

Memorandum

Date: May 7, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Amend File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, Utilizing National Cooperative Purchasing Alliance (now Omnia Partners) Contract No. 02-123

Recommendation

Amend File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, utilizing National Cooperative Purchasing Alliance Contract No. 02-123, to Carrier Corporation, in an estimated annual total amount not to exceed $100,000.00 ($18,918.75 quarterly plus contingency) through December 31, 2024, for the Public Works Department – Facilities Maintenance.

Background

On June 13, 2023, the Board approved File No. 230155-C-PH for annual preventive maintenance to service the various HVAC systems throughout the City buildings in order to maintain the systems at factory standards.
This contract amendment will allow the addition of services for Fire Station 71 inspections as well as filter replacements on all HVAC systems city-wide covered by the maintenance agreement.
The National Cooperative Purchasing Alliance (now Omnia Partners) is a competitively bid contract that allows for the for the utilization by any and all units of local governments. This contract is in effect until December 31, 2024.

Funding

Funding will be identified as parts and services are needed.

Strategic Plan Objective

N/A

Public Works Department
Office of the Director

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director

Date: April 10, 2024

Subject: Amendment to 230155-C-PH HVAC Equipment and Installation

RECOMMENDATION:

We recommend the approval of amending contract 230155-C-PH in reference to the City's HVAC Maintenance and Installation. We would like to add the following services to the contract.

- Station 71 inspections
- VAV filter replacements at the Public Safety Building on an annual basis
- Filter replacements on all units covered by the maintenance contract

BACKGROUND:

The purpose of the contract is for annual preventive maintenance to service the various HVAC systems throughout the City in order to maintain the systems at factory standards.

The current agreement is $14,294.32 quarterly. These changes will increase costs to $18,918.75.

Carrier® Commercial Service HVAC Maintenance Plan

Core



Prepared For:

City of Tarpon Springs

For Service At:

City of Tarpon Springs
444 S Huey Ave,
Tarpon Springs, FL 34689-4722

August 9, 2023

Over 100 years of innovation

carrier.com/service

Quote #00772618
City of Tarpon Springs



Carrier® Commercial Service

Proposed Maintenance Plan

Mr. Funcheon,

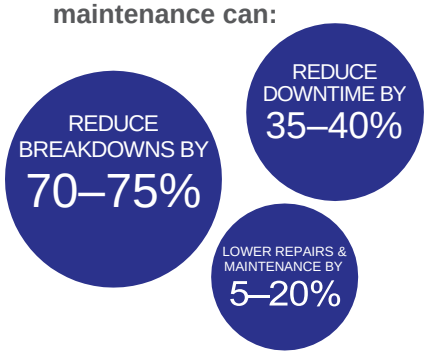
Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

Service Plan Level:	Carrier Core
Agreement Term:	September 01,2023 through August 31,2026
Location Address:	444 S Huey Ave, Tarpon Springs, FL 34689-4722
Equipment Summary:	

See Detailed Equipment List on Page 4.

Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

Benefits

Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Chad Snyder





Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Name	Title	Email
Chad Snyder	Commercial Service Account Manager	chad.snyder@carrier.com
Michael Bach	Service Operations Lead	michael.bach@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.

24/7 SUPPORT & SERVICE
1-800-379-6484
WWW.CARRIER.COM/COMMERCIAL



Equipment Summary

The following equipment is covered in the Carrier Core HVAC maintenance plan.

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER	LOCATION
Carrier Water-Cooled Chiller 30MPW	Carrier	30MPW04060-01005	0214Q21577	
Carrier Water-Cooled Chiller 30MPW	Carrier	30MPW04060-01005	0214Q21581	
AHU - Central Station; 0-2hp	Other	AHU	N/A	
Split System; 0-10 tons	Other	split	NA	
Condenser, 10-25	Other	condenser	N/A	
Pump; 06-20hp	Other	pump	N/A	
Packaged Equipment; 7.5-15 Tons	Other	package unit	N/a	
Cooling Tower; Closed, <300 tons	Other	Cooling Tower	N/A	



General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable and efficient operation. Items such as gaskets, filters, o-rings, oil, lubricants and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

Coil Cleaning

If applicable, the coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the air-side surface of the coil to remove any airborne particles and dirt build-up using either brush cleaning, high-pressure air, chemicals with low-pressure wash or high-pressure chemical spray at Carrier's discretion based on coil accessibility or if specified under separate cover.

Filter Changes

If applicable, filters will be cleaned and/or replaced (as necessary) at the intervals indicated on the Service Agreement for each applicable piece of equipment. In the event the filter material or cleaning requires different frequencies than indicated, recommendations will be made to the Customer. Customer's approval is required to accept additional expenses per the recommendation.

Water Treatment

Includes open loop water treatment along with annual heat exchanger flushing.

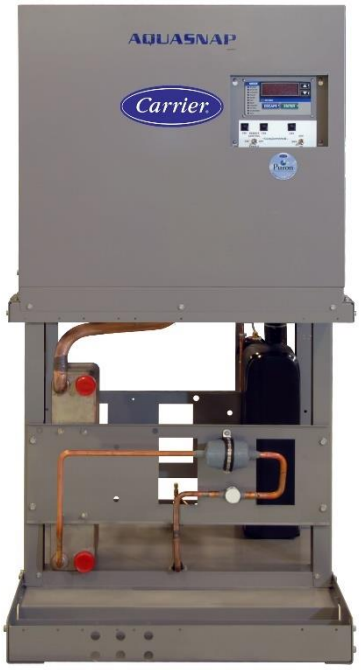


Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

30MPW04060-01005

Quantity	1
S/N	0214Q21577
Location	
Description	Carrier Water-Cooled Chiller 30MPW



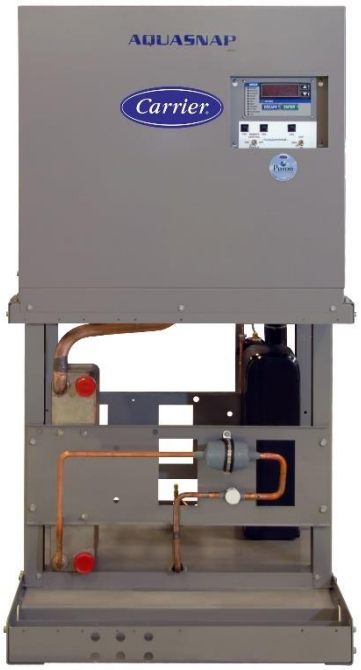
	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	3	3	3
Annual PM	1	1	1



Detailed Description of Work

30MPW04060-01005

Quantity	1
S/N	0214Q21581
Location	
Description	Carrier Water-Cooled Chiller 30MPW



	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	3	3	3
Annual PM	1	1	1



Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

AHU

Quantity	15
S/N	N/A
Location	
Description	AHU - Central Station; 0-2hp

	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	3	3	3
Annual PM	1	1	1
Change Fan Belt(s) each (need qty)	1	1	1
Disposable Media Filter Change	4	4	4



Detailed Description of Work

split

Quantity	31
S/N	NA
Location	
Description	Split System; 0-10 tons

	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	4	4	4
Flush condensate traps, drains and tundish to ensure flow	1	1	1
Wash Condenser coil	1	1	1



Detailed Description of Work

condenser

Quantity	12
S/N	N/A
Location	
Description	Condenser, 10-25

	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	4	4	4
Condenser Coil Cleaning 10-25T	1	1	1



Detailed Description of Work

pump

Quantity	3
S/N	N/A
Location	
Description	Pump; 06-20hp

	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	2	2	2



Detailed Description of Work

package unit

Quantity	12
S/N	N/a
Location	
Description	Packaged Equipment; 7.5-15 Tons

	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	3	3	3
Change Fan Belt(s) each	1	1	1
Change filters < 6 Tons	4	4	4
CLEAN CONDENSER COIL 7.5-15 tons	1	1	1



Detailed Description of Work

Cooling Tower

Quantity	2
S/N	N/A
Location	
Description	Cooling Tower; Closed, <300 tons

	Frequency of services		
	Yr1	Yr2	Yr3
Operating Inspection	1	1	1
Tower Cleaning <300T	1	1	1



Carrier® Service Agreement

Tom Funcheon
City of Tarpon Springs
444 S Huey Ave
Tarpon Springs, FL 34689-4722

Quote #: 00772618
Submitted By: Chad Snyder
Date: 08/09/2023

Service Plan

Carrier Core as defined in General Services section.

Agreement Term

This Agreement shall become effective upon **09/01/2023** and shall continue for a **Three (3) year** term. The Agreement shall automatically renew at each contract anniversary (see Agreement Renewal). Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for Three (3) year(s), payable on quarterly schedule.

Agreement price per quarter: ~~**$21,020.83**~~ **Omnia Partners Discounted Rate $ 18,918.75**

Agreement price in year one: ~~**$84,083.33**~~ **Omnia Partners Discounted Rate $ 75,675.00**

Total agreement price: ~~**$252,250.00**~~ **Omnia Partners Discounted Rate $ 227,025.00**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Customer Acceptance (typed/printed name)	Carrier Acceptance (typed/printed name)
Title	Title
Customer Acceptance (signature)	Carrier Acceptance (signature)
Date	Date



Agreement Renewal

The Agreement shall automatically renew at each contract anniversary for an additional like term (a renewal term). The Agreement Price for the first year of the initial renewal term will be adjusted to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the final year of the original term of the Agreement and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the final year of the original term of the Agreement. The Agreement Price will be adjusted annually thereafter to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the previous year, and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the previous year.

Early Release

In the event of early termination or other breach by the Customer, Carrier may, at its option, recover from Customer, and Customer agrees to pay any and all amounts which, under the terms of this Agreement, may be then due or which may have accrued to the date of such termination and also to pay the following termination charge which is agreed to be a reasonable sum fairly representing actual damages Carrier would suffer.

IF THIS AGREEMENT IS TERMINATED PRIOR TO: 09/01/2024

TERMINATION CHARGE:



Comprehensive Life-Cycle Support

In addition to the services outlined in this proposal, Carrier provides a complete lineup of other services to cover all your cooling and heating needs. Here are a few services that we feel would additionally benefit you.

- Equipment Purchase/Replacement
- Install
- Startup
- Extended Warranty
- Preventive & Predictive Maintenance Plans
- Repair & Overhaul
- Modifications & Upgrades
- HVAC System Optimization
- Refrigerant Management
- Temporary Solutions

For more information, please contact your Carrier® team or visit **carrier.com/service**.

24/7 SUPPORT & SERVICE
1-800-379-6484
WWW.CARRIER.COM/COMMERCIAL





Carrier® Terms and Conditions

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.



10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.



20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO**.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such



party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health

Act("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at

https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/

shall apply to the rental equipment.



Over 100 years of innovation

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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

THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director JL

FROM: Patty Hall, CPPB, Senior Procurement Analyst PH

DATE: 06/13/2023

SUBJECT: Award File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, Utilizing National Cooperative Purchasing Alliance (now Omnia Partners) Contract No. 02-123

RECOMMENDATION:

Award File No. 230155-C-PH, HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, utilizing National Cooperative Purchasing Alliance Contract No. 02-123, to Carrier Corporation, in an estimated annual total amount not to exceed $75,000.00 through December 31, 2024, for the Public Works Department – Facilities Maintenance.

BACKGROUND:

The purpose of this contract is for annual preventive maintenance to service the various HVAC systems throughout the City buildings in order to maintain the systems at factory standards.

The National Cooperative Purchasing Alliance (now Omnia Partners) is a competitively bid contract that allows for the for the utilization by any and all units of local governments. This contract is in effect until December 31, 2024.

FUNDING: Funding will be identified as parts and services are needed.

Accepted: _____
City Manager

Attest: _____
City Clerk

Public Works Department
Office of the Director

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director

Date: April 20, 2023

Subject: Carrier Commercial Services

RECOMMENDATION:

We recommend the approval of utilizing Carrier Commercial Service for the City's HVAC service and maintenance.

BACKGROUND:

The purpose of the contract is for annual preventive maintenance to service the various HVAC systems throughout the City in order to maintain the systems at factory standards.

We have been in a contract with Trane for seven (7) years. We feel their performance has been affected since their recent internal changes.

Carrier has been in business for over 100 years. Some of Carrier's employees are familiar and have knowledge on the City's HVAC systems. They have mapped out a detailed maintenance plan on our 100 + units, plus the Public Safety Building Chiller System, that we feel will meet our needs.

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, December 13th, 2021

Carrier Corporation
ATTN: Joe Ison
5900 Northwoods Business Pkwy, Ste. H
Charlotte, NC 28269

Dear Joe:

Region XIV Education Service Center is happy to announce that Carrier Corporation has been awarded an annual contract HVAC Equipment, Installation, Services, Building Control Systems & Related Products and Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on December 31st, 2024. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Carrier Corporation.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

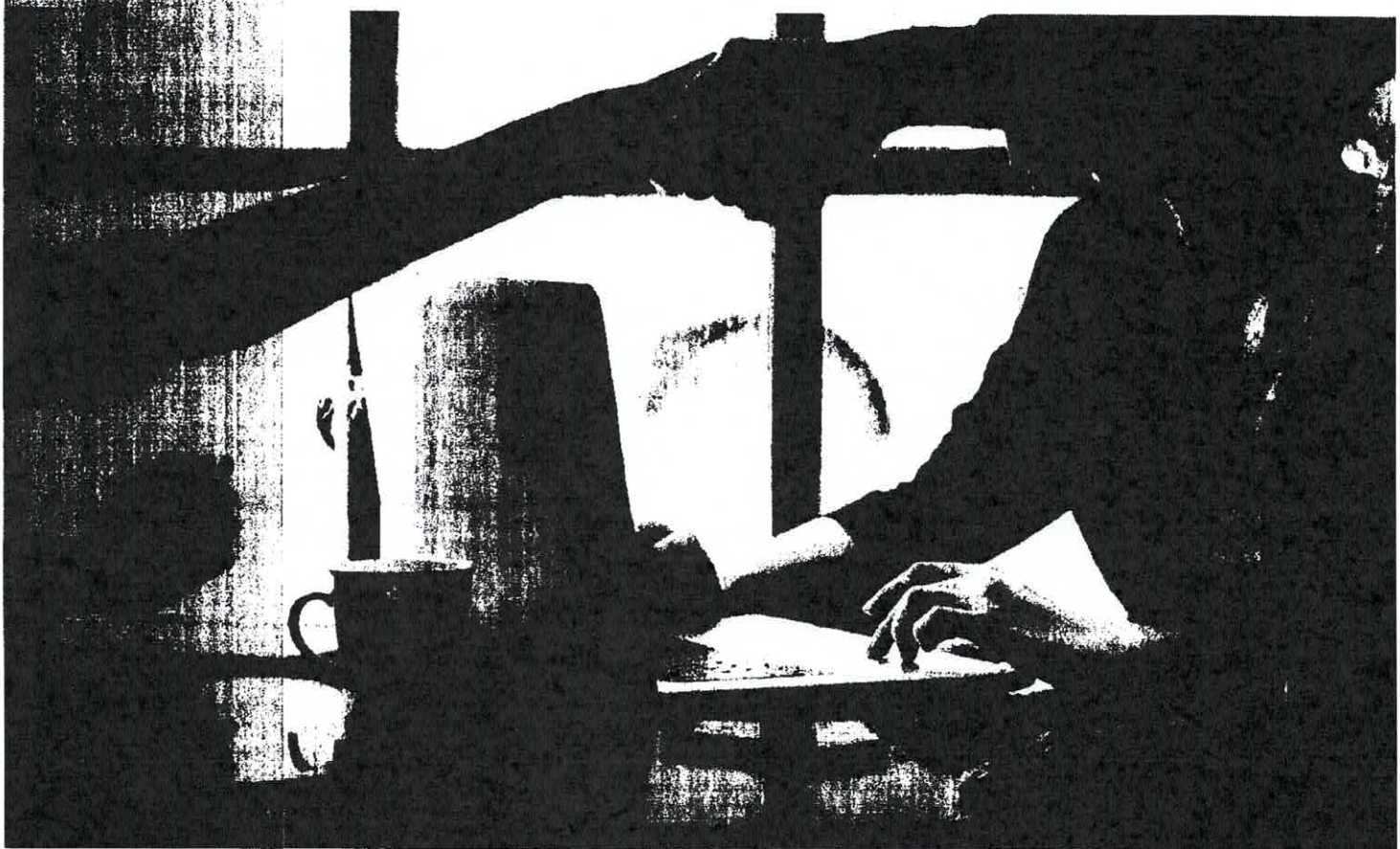
Sincerely,

Shane Fields
Region XIV, Executive Director

BLUEDGE

Carrier® Commercial Service HVAC Maintenance Plan

Core



Prepared For:

City of Tarpon Springs

For Service At:

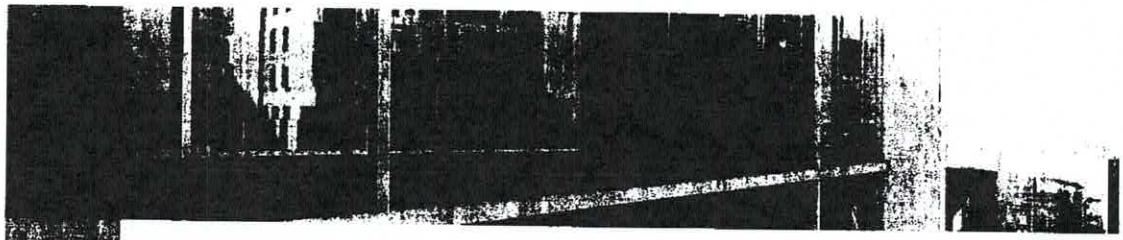
City of Tarpon Springs
201 Pine St.
Tarpon Springs, FL 34689

April 10, 2023

Carrier

Over 100 years of innovation

carrier.com/service



Carrier® Commercial Service

Proposed Maintenance Plan

Mr. Funcheon,

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet. but here is a summary for your convenience.

Service Plan Level:	Carrier Core
Agreement Term:	June 01,2023 through May 31,2026
Location Address:	201 Pine St, Tarpon Springs, FL 34689
Equipment Summary:	
See Detailed Equipment List on Page 4.	

Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

Benefits

Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

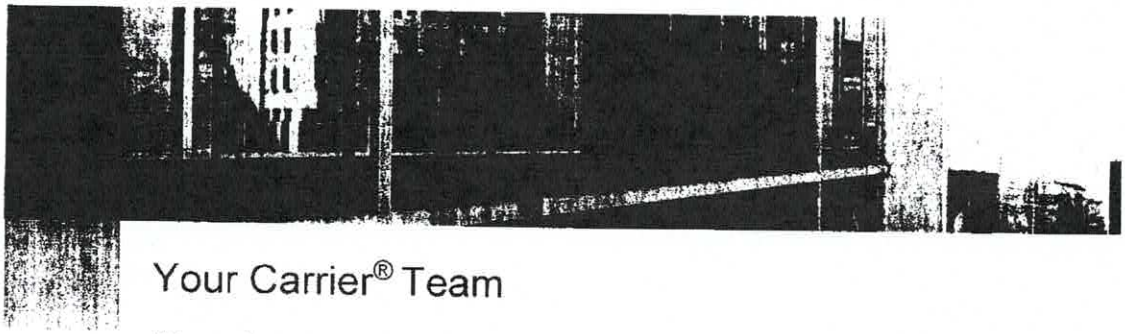
- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal. please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Chad Snyder





Carrier

Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Name	Title	
Chad Snyder	Service Sales Representative	chad.snyder@carrier.com
Michael Bach	Service Operations Lead	michael.bach@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

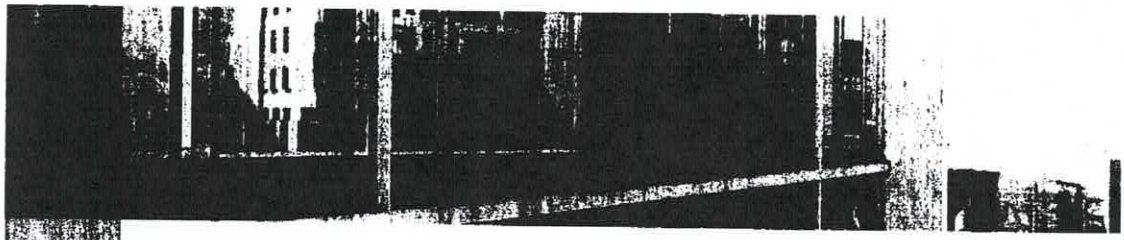
Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.



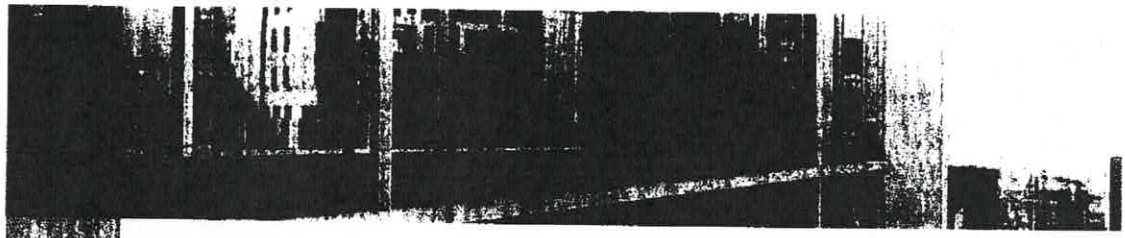
24/7 SUPPORT & SERVICE
1-800-379-6484
WWW.CARRIER.COM/COMMERCIAL



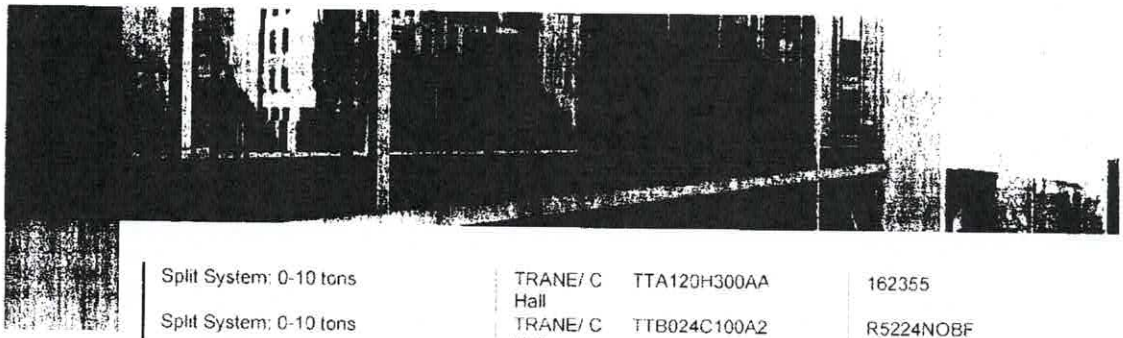
Equipment Summary

The following equipment is covered in the Carrier Core HVAC maintenance plan.

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER	LOCATION
Carrier Water-Cooled Chiller 30MPW	Carrier	30MPW04060-01005	0214Q21577	Public Safety
Carrier Water-Cooled Chiller 30MPW	Carrier	30MPW04060-01005	0214Q21581	Public Safety
Split System: 0-10 tons	ALLEGIANCE/C Hall	2A7C0060A3000AA	6252PES3F	City Hall
Split System: 0-10 tons	AMERICAN STANARD/Cult	4A6H4048G1000AG	N/A	Cultural Center
Split System; 0-10 tons	AMERICAN STANDARD/Cult	4A6H4048G1000AG	2143306M4F	Cultural Center
Split System; 0-10 tons	AMERICAN STANDARD/Cult	4A6H4048G1000AG	N/A	Cultural Center
Condenser, 0-15 tons	AMERISTAR/ C hall	2A6M3036A1000AA	72317FY4F	City Hall
Split System; 0-10 tons	AMERISTAR/Com Center	2A6M3036A1000AA	8093PNR4F	Community Center
Pump; 0-5hp	AURA/public	PUMP	FIELD VERIFY	Public Safety
Pump; 0-5hp	BELL AND GOSSET/public	PUMP AND MOTIR	FIELD VERIFY	Public Safety
Pump; 0-5hp	BELL AND GOSSET/public	PUMP AND MOTOR	F/V	Public Safety
Condenser, 0-15 tons	CARRIER/ C Hall	38HE 500C12	0590F068	City Hall
Condenser, 0-15 tons	CARRIER/ C Hall	38HE 09550	055EA12014	City Hall
AHU - Packaged: 3-20hp	CARRIER/ Public	39THUQAA-61164--AB	3300F24695	Public Safety
Condenser, 0-15 tons	CARRIER/ C Hall	38ARZ012	3105G5010	City Hall
AHU - Central Station: 3-20hp	CARRIER/ C Hall	39LB1181CA1131	1190T08532	City Hall
AHU - Central Station: 3-20hp	CARRIER/ C Hall	39LB1808533	1190T08533	City Hall
Condenser, 0-15 tons	CARRIER/ LIB	38ARZ008	1908G50400	Library
AHU - Central Station: 3-20hp	CARRIER/ LIB	39NXV07-N-82743	2696T82743	Library
AHU - Central Station: 3-20hp	CARRIER/ Public	39THUQAA-61164--AB	3300F24700	Public Safety
AHU - Central Station: 3-20hp	CARRIER/ Public	39THUQAA-61164--AB	3300F24712	Public Safety
Condenser, 0-15 tons	Carrier/RO plant	38HDF036--601	3914X90640	RO Plant
Condenser, 0-15 tons	Carrier/RO plant	38HDF036--601	3714X93090	RO Plant

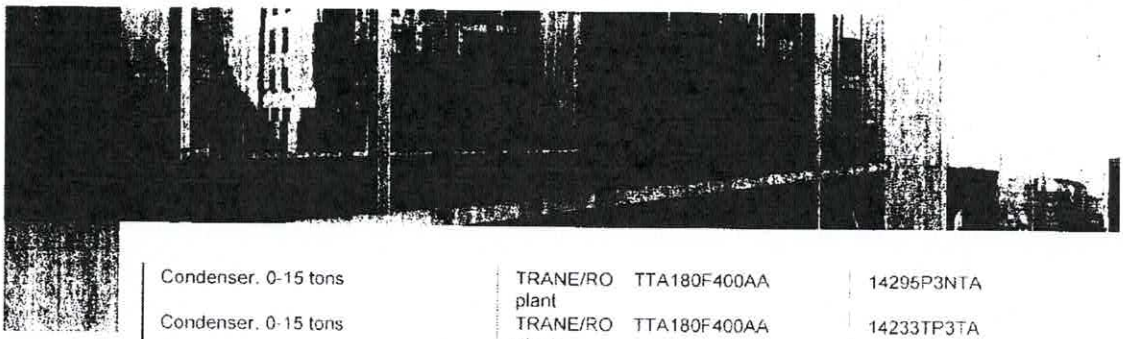


AHU - Central Station; 3-20hp	DAIKIN/LIB	CAH021GDAC	FB0U140300386	Library
AHU - Central Station; 3-20hp	DAIKIN/LIB	CAH021GDAC	FB0U140300387	Library
Packaged Equipment 0-10 tons	DIAKIN/C Hall	DPS006AHHY2DW	225699	City Hall
Packaged Equipment 0-10 tons	DIAKIN/C Hall	DPS010AHC82DV	022669900100	Library
Condenser, 16-75 tons	DIAKIN/LIB	RCSO25DYYYY	FB0U140200815	Library
Packaged Equipment 0-10 tons	DIAKIN/LIB	RCSO25DYYYY	FB0U140200843	Library
Split System; 0-10 tons	GOODMAN/Com Center	GSZ140601KD	1702417258	Community Center
AHU - Central Station; 3-20hp	Greenheck/ RO plant	ERV-20-30L-A	13888955	RO Plant
Split System; 0-10 tons	LENNOX/Com Center	14ACX-060-230-14	1915C17471	Community Center
Cooling Tower; Closed; 0-500 tons	PROTECH/ Public	PRC	N/A	Public Safety
Cooling Tower; Closed; 0-500 tons	PROTECH/ Public	PRC	N/A	Public Safety
Split System; 0-10 tons	RHEEM/ C Hall	13AJA42A01	7656N300907149	City Hall
Packaged Equipment 0-10 tons	RHEEM/Comm Center	13AJA24A01	7653N070900319	Community Center
Split System; 0-10 tons	RHEEN/Comm Center	RAKA-060CAS	4991 M3502	Community Center
Split System; 0-10 tons	SAMSUNG SPLIT SYSTEM/Public	AQX36VFUAGM	FIELD VERIFY	Public Safety
Split System; 0-10 tons	SAMSUNG SPLIT SYSTEM/Public	AQX36VFUAGM	FIELD VERIFY	Public Safety
Split System; 0-10 tons	SAMSUNG /Cult	AR18KSFPDWQX	N/A	Cultural Center
Split System; 0-10 tons	SAMSUNG /Cult	AR18KSFPDWQX	N/A	Cultural Center
Split System; 0-10 tons	SAMSUNG /Cult	AR18KSFPDWQX	N/A	Cultural Center
Split System; 0-10 tons	SAMSUNG /Cult	AR18KSFPDWQX	N/A	Cultural Center
Split System; 0-10 tons	SAMSUNG /Cult	AR18KSFPDWQX	N/A	Cultural Center
Split System; 0-10 tons	SAMSUNG /Cult	AR18KSFPDWQX	N/A	Cultural Center
Split System; 0-10 tons	TRANE	TTA24	F/V	City Hall



Carrier

Split System; 0-10 tons	TRANE/ C Hall	TTA120H300AA	162355	City Hall
Split System; 0-10 tons	TRANE/ C Hall	TTB024C100A2	R5224NOBF	City Hall
Split System; 0-10 tons	TRANE/ C Hall	TTA060D300A1	R4522A33F	City Hall
Split System; 0-10 tons	TRANE/C Hall	N/A	N/A	City Hall
AHU - Central Station; 3-20hp	TRANE/C Hall	TWE120E300AC	16511SAJBA	City Hall
AHU - Central Station; 3-20hp	TRANE/C Hall	TWE120E300AC	16324KU4BA	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	TCD048C300BD	R47100793D	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	4TCC4024A1000AB	193810579L	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	4TCC4040A100AB	203614394L	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	4TCC4024A1000AB	193810577L	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	TCC018F100BG	Z0521NW2H	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	4TTR4024L1000BA	20251JB94F	City Hall
Packaged Equipment 0-10 tons	TRANE/C Hall	N/A	N/A	City Hall
Split System; 0-10 tons	TRANE/C Hall	TTB012C100A2	Z064M74BF	City Hall
Split System; 0-10 tons	TRANE/C Hall	4TWR4024G10000AA	17171H4TBF	City Hall
Split System; 0-10 tons	TRANE/C Hall	TTA120H300AA	162355XFYA	City Hall
Split System; 0-10 tons	TRANE/C Hall	4TTR4060L1000AA	18036JNU5F	City Hall
Packaged Equipment; >50 tons	TRANE/Comm Center	TTA09043AAB01Ae	22232107YA	Community Center
Split System; 0-10 tons	TRANE/Comm Center	TEH600BEBY	C20A60051	Community Center
Split System; 0-10 tons	TRANE/Comm Center	4TTR6030J1000AA	161755TG5F	Community Center
Split System; 0-10 tons	TRANE/Comm Center	4TTR6061C1000AA	16032TPJ2F	Community Center
Split System; 0-10 tons	TRANE/Comm Center	BTD736A100B0	B36200986	Community Center
Split System; 0-10 tons	TRANE/Cult	4TTR4048L1000AA	20014NA63F	Cultural Center
AHU - Central Station; 3-20hp	Trane/ROplant	TWE180E300AA	14414YMGWA	RO Plant
AHU - Central Station; 3-20hp	Trane/ROplant	TWE180E300AA	14415L5FVA	RO Plant
AHU - Central Station; 3-20hp	Trane/ROplant	TWE180E300AA	14414YA3WA	RO Plant
AHU - Central Station; 3-20hp	Trane/ROplant	TWE180E300AA	14415MLHWA	RO Plant
Condenser; 0-15 tons	TRANE/ROplant	TTA180F400AA	14232YD4TA	RO Plant



Carrier

Condenser. 0-15 tons	TRANE/RO plant	TTA180F400AA	14295P3NTA	RO Plant
Condenser. 0-15 tons	TRANE/RO plant	TTA180F400AA	14233TP3TA	RO Plant
Condenser. 0-15 tons	TRANE/RO plant	TTA180F400AA	14295P3RTA	RO Plant



General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable and efficient operation. Items such as gaskets, filters, o-rings, oil, lubricants and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

Coil Cleaning

If applicable, the coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the air-side surface of the coil to remove any airborne particles and dirt build-up using either brush cleaning, high-pressure air, chemicals with low-pressure wash or high-pressure chemical spray at Carrier's discretion based on coil accessibility or if specified under separate cover.

Water Treatment & Cooling Tower

Monthly Water treatment for Plant
Quarterly Closed loop water treatment
Annual Tower Cleaning
Annual cleaning of Heat Exchanger on chillers





Scope of Service – Carrier® SMART Service

Carrier's SMART Service provides electronic interface to a chiller's product integrated controls. Carrier will collect data such as temperatures, pressures and electrical conditions for specific chillers as indicated in the Carrier proposal. Carrier agrees to provide and install necessary equipment to perform this service and retains sole discretion for determining what parameters and data will be monitored and collected.
Any panels, hardware, meters, tools, remote monitoring devices or communications devices which Carrier may use or install under this Contract to perform this service ("Carrier SMART Service Equipment") are and shall remain Carrier's sole property, solely for the use of Carrier employees. Such Carrier SMART Service Equipment is not considered part of the chiller unit(s).

Carrier agrees to:

1. Install Carrier SMART Service Equipment on site
2. Provide continuous remote data collection for the term of the Service Agreement.
3. In the event that a chiller alarm or alert indicator is detected by the Carrier SMART Service Equipment, Carrier will notify Customer.
4. Deliver reports to Customer summarizing the operating conditions of the applicable chiller(s)

Ownership of Carrier® SMART Service Equipment

Carrier retains ownership of the Carrier SMART Service Equipment installed or used at the Customer site. Upon expiration or termination of this Agreement, Carrier is responsible for removing the Carrier SMART Service Equipment from the Customer's site.

Ownership of Certain Proprietary Property Rights

Customer shall acquire no rights or interest in any software, formulas, patterns, devices, inventions, or processes, copyright, patent, and other intellectual and proprietary rights or similar items of property which are or may become used in connection with the Carrier SMART Service Equipment or system.

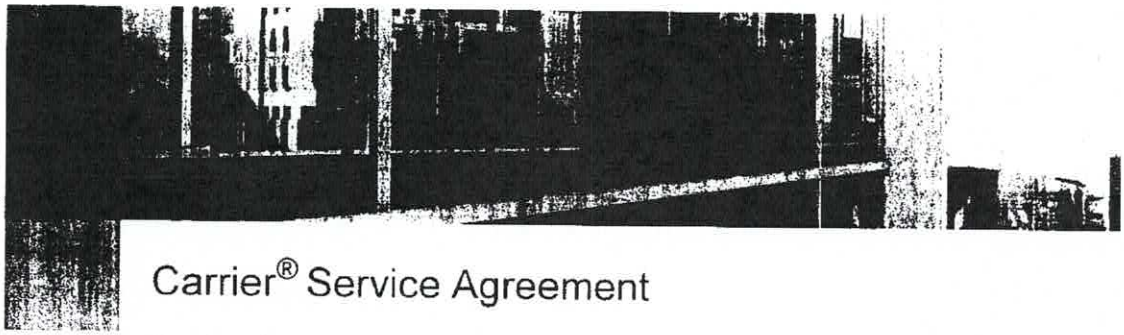
Actions by Customer

Customer shall not operate, maintain, move, remove, alter, or change in any way the Carrier SMART Service Equipment or any part thereof without Carrier's prior written consent. Customer grants Carrier the right to store and/or install such Carrier SMART Service Equipment and to electrically connect it to the units. Access to the Carrier SMART Service Equipment is restricted to authorized Carrier personnel. Customer will not and will not permit others to use, access, examine, copy, disclose or disassemble the Carrier SMART Service Equipment or the software resident in the Carrier SMART Service Equipment for any purpose whatsoever. If service expires or is terminated for any reason, Carrier will immediately be given access to the premises to remove the Carrier SMART Service Equipment at Carrier's expense. Customer shall provide safe and reasonable access to the Carrier SMART Service Equipment and permit access to Customer's site and use of building services.

Data Privacy

Carrier® SMART Service collects Personal Information (information and data exchanged in connection with this Agreement related to any identified or identifiable natural person or is subject to any applicable data privacy laws). The parties will comply with applicable data privacy laws governing Personal Information processed under this Agreement. The parties take all reasonable commercial and legal steps to protect Personal Information. Buyer will ensure that it has the legal right to provide Carrier with any Personal Information shared under this Agreement, and Buyer will notify those individuals before sharing their Personal Information with Carrier. Carrier processes Personal Information in accordance with its privacy notice at Carrier.com.





Carrier® Service Agreement

Tom Funcheon
City of Tarpon Springs
201 Pine St
Tarpon Springs, FL 34689

Quote #: 00734050
Submitted By: Chad Snyder
Date: 04/10/2023

Service Plan

Carrier Core as defined in General Services section.

Agreement Term

This Agreement shall become effective upon **06/01/2023** and shall continue for a **Three (3) year** term. The Agreement shall automatically renew at each contract anniversary (see Agreement Renewal). Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for Three (3) year(s), payable on quarterly schedule.

Agreement price per quarter: ~~$15,882.58~~	**Omnia Partners adjusted pricing**	**$ 14,294.32**
Agreement price in year one: ~~$63,530.33~~	**Omnia Partners adjusted pricing**	**$ 57,177.30**
Total agreement price: ~~$190,591.00~~	**Omnia Partners adjusted pricing**	**$ 171,531.90**

Contract #02-123

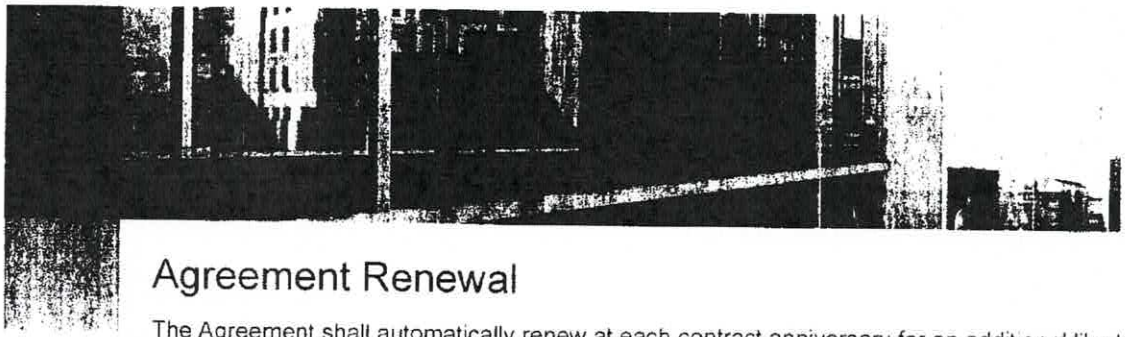
This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Customer Acceptance (typed/printed name)	Carrier Acceptance (typed/printed name)
Title	Title
Customer Acceptance (signature)	Carrier Acceptance (signature)
Date	Date

City of Tarpon Springs



Agreement Renewal

The Agreement shall automatically renew at each contract anniversary for an additional like term (a renewal term). The Agreement Price for the first year of the initial renewal term will be adjusted to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the final year of the original term of the Agreement and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the final year of the original term of the Agreement. The Agreement Price will be adjusted annually thereafter to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the previous year, and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the previous year.

Early Release

In the event of early termination or other breach by the Customer, Carrier may, at its option, recover from Customer, and Customer agrees to pay any and all amounts which, under the terms of this Agreement, may be then due or which may have accrued to the date of such termination and also to pay the following termination charge which is agreed to be a reasonable sum fairly representing actual damages Carrier would suffer.

IF THIS AGREEMENT IS TERMINATED PRIOR TO: 06/01/2024

TERMINATION CHARGE:





Carrier

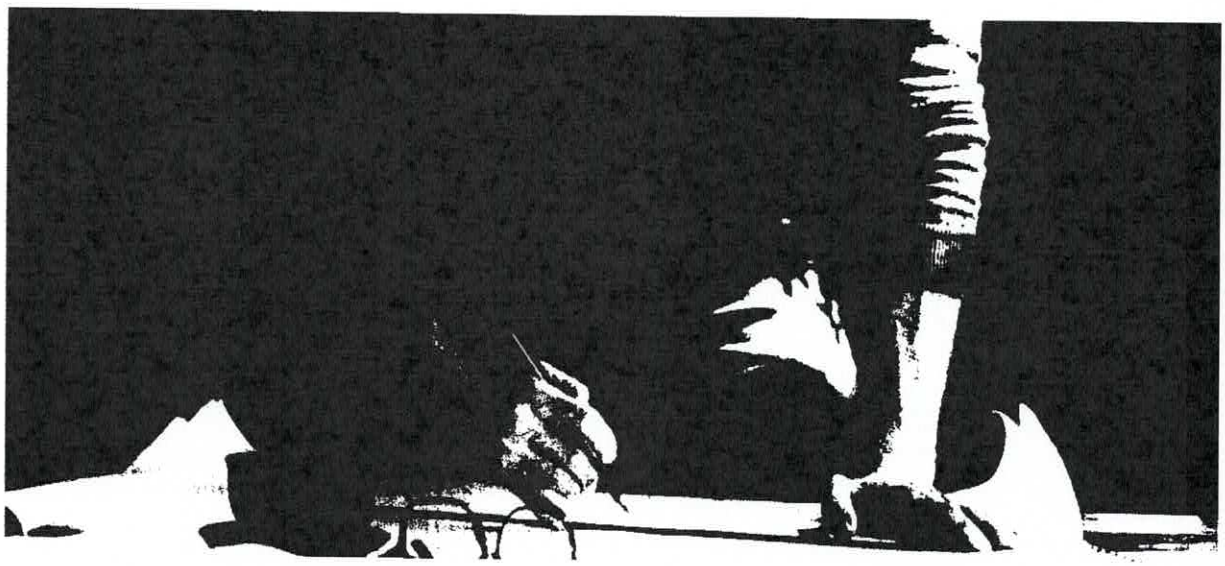
Comprehensive Life-Cycle Support

In addition to the services outlined in this proposal, Carrier provides a complete lineup of other services to cover all your cooling and heating needs. Here are a few services that we feel would additionally benefit you.

- Equipment Purchase/Replacement
- Install
- Startup
- Extended Warranty
- Preventive & Predictive Maintenance Plans
- Repair & Overhaul
- Modifications & Upgrades
- HVAC System Optimization
- Refrigerant Management
- Temporary Solutions

For more information, please contact your Carrier® team or visit **carrier.com/service**.

24/7 SUPPORT & SERVICE
1-800-379-6484
WWW.CARRIER.COM/COMMERCIAL



Carrier® Terms and Conditions

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew, or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

City of Tarpon Springs – MAINTENANCE

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

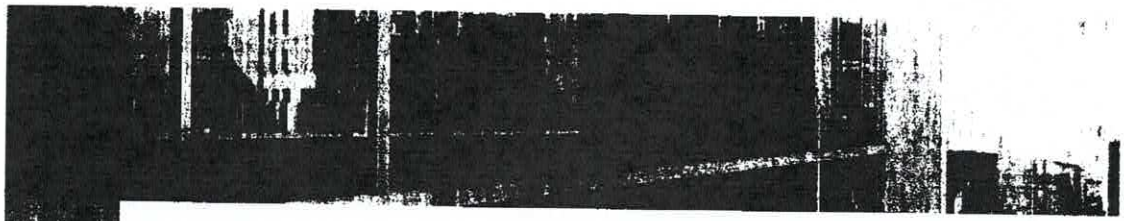
16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

City of Tarpon Springs - Maintenance



20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link:

https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice.

Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such

City of Tarpon Springs - MAINTENANCE

party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health

Act("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at

https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/

shall apply to the rental equipment.

Board of Commissioners

Memorandum

Date: May 7, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 240046-C-PH, Purchase of KorKat Shelters Utilizing Manatee County School District ITB 21-0053-MR, Park and Playground Equipment

Recommendation

Increase File No. 240046-C-PH, Purchase of KorKat Shelters utilizing Manatee County School District ITB 21-0053-MR, Park and Playground Equipment with Lanier Plans, Inc., an amount not to exceed $54,150.00 for Public Works Department – Parks Division.

Background

On January 9, 2024, the Board approved the award of Contract No. 240046-C-PH, Purchase of Korkat Shelters in an amount not to exceed $53,000.00. Upon permit review, it was noticed that the plans did not conform with the recently revised Florida Building Code. To be in compliance, a new set of engineered drawings are needed per the City Building Development Department. The purpose of this contract is to furnish, deliver, and install two (2) park shelters for the City's parks. The current Pavilions (#3 and #4) at Sunset Beach are in need of replacement (see attached memo and documents).

Funding

Recreation Impact Account 133-1490-572.6300/ Project No. CR2401

Strategic Plan Objective

N/A

Public Works Department
Office of the Director

To: Honorable Mayor and Board of Commissioners

Thru: Patricia Hall, CPPB, Senior Procurement Analyst

From: Tom Funcheon, Public Works Director

Date: May 7, 2024

Subject: Sunset Beach Pavilion Project / PO 240290, Permitting-Engineered Drawings

RECOMMENDATION:

To authorize the increase of $1150.00 for Engineered Drawings. PO 240290 Kor-Kat-Sunset Beach Pavilions Project.

BACKGROUND:

Upon permit review, the reviewer noticed that the plans did not conform with the recently revived Florida Building Code. To comply, and for review, the new set of engineered drawings are needed per the Building Department.

FUNDING:

Recreation impact Account 133-1490-572-6300/Project No. CR2401

Justification for $1,150.00 increase on PO 240290 Korkat – Sunset Beach Pavilions

KORKAT
PLAYGROUNDS & SITE AMENITIES

Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date	Estimate #
4/22/2024	53637

Name & Address for Bill To:

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

Ship To

Sunset Beach
1808 Gulf Road
Tarpon Springs, FL 34688

Project or PO #				Rep
				SB
Item	Description	Qty	Cost	Total
ENGINEERED DRAWINGS	ENGINEERED DRAWINGS NEEDED FOR PERMITTING: CUSTOMER IS THE CITY OF TARPON SPRINGS AND THEY WILL PULL THEIR OWN PERMIT		1,150.00	1,150.00
	Select this as a transaction's tax to use AvaTax			0.00

Upon permit review, the reviewer noticed that the plans did not conform with the recently revised Florida Building Code. To be in compliance and for review, the new set of engineered drawings are needed per the Building Department.

Original BOC Memo

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Patty Hall, CPPB, Senior Procurement Analyst
DATE: 01/09/2024
SUBJECT: Award File No. 240046-C-PH, Purchase of KorKat Shelters Utilizing Manatee County School District ITB 21-0053-MR, Park and Playground Equipment

RECOMMENDATION:

Award File No. 240046-C-PH, Purchase of KorKat Shelters utilizing Manatee County School District ITB 21-0053-MR, Park and Playground Equipment with Lanier Plans, Inc., an amount not to exceed $53,000.00 for Public Works Department – Parks Division.

BACKGROUND:

The purpose of this contract is to furnish, deliver, and install two (2) park shelters for the City's parks. The current Pavilions (#3 and #4) at Sunset Beach are in need of replacement (see attached memo and documents).

This purchase was previously approved by the Board of Commissioners on October 12, 2021 (see Board minutes referencing same date).

FUNDING: Recreation Impact Account 133-1490-572.6300/ Project No. CR2401

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

FROM: Patty Hall, CPPB, Senior Procurement Analyst

DATE: 01/09/2024

SUBJECT: Award File No. 240046-C-PH, Purchase of KorKat Shelters Utilizing Manatee County School District ITB 21-0053-MR, Park and Playground Equipment

RECOMMENDATION:

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BACKGROUND:

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This purchase was previously approved by the Board of Commissioners on October 12, 2021 (see Board minutes referencing same date).

FUNDING: Recreation Impact Account 133-1490-572.6300/ Project No. CR2401

Accepted by: _____ City Manager

Attest _____ City Clerk

CITY OF TARPON SPRINGS, FLORIDA SEAL PINELLAS COUNTY

Public Works Department
Office of the Director

Thomas Funcheon
Public Works Director

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director

Date: December 4, 2023

Re: Sunset Beach Pavilions Replacement FY2024

To approve utilizing Manatee County Agreement with Lanier Plans, Inc. (DBA Korkat), for the installation of two (2) pavilion replacements (#3 & #4) at Sunset Beach in an amount not to exceed $53,000.

As approved at the 10/12/21 BOC Meeting, the plan is to replace two (2) pavilions per year. This fiscal year we are replacing pavilion # 3 & 4 (see attached map).

Funding Source is Recreation Impact Account # 133-1490-572.63, ~~CR2301.~~ CR2401.



COMPLETED

PROPOSED

Pavilion #3



Pavilion #4



PLAYGROUNDS & SITE AMENITIES

Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date	Estimate #
11/1/2023	52506

Name & Address for Bill To:

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

Ship To

Sunset Beach
1723 Gulf Rd
Tarpon Springs, FL 34688

Project or PO #	Rep
	SB

Item	Description	Qty	Cost	Total
GA-1624-SW	STEELWORX GABLE 16X24, 4:12 PITCH ROOF, W/8' EAVE HEIGHT, W/ POLYESTER POWDER COATED FRAME, W/ 24 GA MULTIRIB METAL ROOFING	2	17,965.00	35,930.00T
DISCOUNT 8%	DISCOUNT 8% **DISCOUNT PER MANATEE COUNTY CONTRACT 21-0053-MR**		-8.00%	-2,874.40
	SUBTOTAL			33,055.60
INSTALL-SHELTER	INSTALL-SHELTER	1	15,200.00	15,200.00
FREIGHT	SHIPPING & HANDLING	1	4,648.50	4,648.50
	NOTE: CITY OF TARPON SPRINGS IS RESPONSIBLE FOR GRADING, CONCRETE SLAB, AND INSTALLATION OF FOOTERS FOR THE ABOVE SHELTER PRIOR TO KORKAT INSTALLATION. NOTE: PERMITTING IS NOT INCLUDED IN THIS ESTIMATE. NOTE: SPOILS TO BE DISPOSED OF ONSITE. NOTE: SHIPPING ADDRESS IS INACCURATE ON THIS ESTIMATE IN ORDER TO GET OUR TAX TO CALCULATE. THE ACTUAL SHIP TO ADDRESS IS: 1808 GULF RD. TARPON SPRINGS, FL 34688			
	KORKAT CONTACT JIMMY GANDY 407-747-1669 JimmyG@KorKat.com			

Prices quoted are good for 15 days and are subject to total purchase except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation, unforeseen conditions, or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of installation.

Please note that a 50% deposit is due at the time of order with any estimate that includes installation.
Payment of 100% is due at the time of order for all equipment purchases without installation.

Phone #	Fax #	E-mail	**Total**
770-214-9322	770-214-9323	AliceH@KorKat.com	**Signature** _____

PLAYGROUNDS & SITE AMENITIES

Lanier Plans, Inc. dba KorKat
221 Cable Industrial Way
Carrollton, GA 30117
770-214-9322

Estimate

Date	Estimate #
11/1/2023	52506

Name & Address for Bill To:

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

Ship To

Sunset Beach
1723 Gulf Rd
Tarpon Springs, FL 34688

Project or PO #	Rep
	SB

Item	Description	Qty	Cost	Total
	Total sales tax calculated by AvaTax		0.00	0.00
	Select this as a transaction's tax to use AvaTax			0.00

Prices quoted are good for 15 days and are subject to total purchase except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation, unforeseen conditions, or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of installation.

Please note that a 50% deposit is due at the time of order with any estimate that includes installation.
Payment of 100% is due at the time of order for all equipment purchases without installation.

Phone #	Fax #	E-mail	**Total**	$52,904.10
770-214-9322	770-214-9323	AliceH@KorKat.com	**Signature**	

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

Renewal Amendment, Park and Playground Equipment SDMC No. 21-0053-MR, Renewal 1 (One)

This Amendment to **Park and Playground Equipment, SDMC No. 21-0053-MR**("Contract") is made and entered into as of the last date signed below by and between The School District of Manatee County ("District") and Lanier Plans, Inc. DBA Korkat ("Contractor"). District and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

1. **CONTRACT RENEWAL:**
   1.1 The District hereby executes its first renewal option for a period from September 1, 2023 through August 31, 2024. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District.

2. **CONFLICT OF TERMS:**
   2.1 To the extent any of the terms of this agreement conflict with the terms of the contract, the terms of this agreement shall control. All other terms of the contract remain in full force.

3. **WARRANTY OF AUTHORITY**
   3.1 Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

4. **PAYMENT TERMS:**
   4.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

5. **INVOICE REQUIREMENTS:**
   5.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
   The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
   The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

6. **NON-FUNDING:**
   6.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

7. **TERMINATION FOR CAUSE and CONVENIENCE:**

7.1 Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

8. **COMPLIANCE WITH THE SUNSHINE LAW:**

8.1 The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

9. **EQUAL EMPLOYMENT OPPORTUNITY:**

9.1 Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

10. **ANTI-DISCRIMINATION:**

10.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

11 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:**

11.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when

participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

12 **FORCE MAJEURE:**

12.1 The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

13 **GOVERNING LAW:**

13.1 This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

14 **DAVIS-BACON ACT:**

14.1 as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

15 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

15.1 (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

16 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

16.1 If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

17 **CLEAN AIR ACT:**

17.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

18 **DEBARMENT AND SUSPENSION:**

18.1 (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19 **BYRD ANTI-LOBBYING AMENDMENT:**

19.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

20. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

20.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

21. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

21.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

22. **INDEMNIFICATION:**

22.1 Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.

23. **INSURANCE:**

23.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

24. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

24.1 The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

25. **SOVEREIGN IMMUNITY:**

25.1 The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

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

Public Records Custodian, 215 Manatee Avenue W. Bradenton, Florida, 34205
(941) 708-8770 publicrecords@manateeschools.net

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27 **ASSIGNMENT:**

27.1 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

28. **COVID 19**

28.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

29.1 By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will

immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER:

LANIER PLANS, INC. DBA KORKAT	221 CABLE INDUSTRIAL WAY, CARROLLTON, GA 30117
BUSINESS/COMPANY NAME	ADDRESS
770-214-9322	SHANEL@KORKAT.COM
PHONE	EMAIL
SHANE LANIER	OWNER
TYPE OR PRINT NAME	TITLE
SIGNATURES:	

	Vendor	Date
	SCHOOL DISTRICT OF MANATEE COUNTY:	
	Purchasing Department	Date

The current awarded tabulation is posted on the Purchasing website: www.manateeschools.net
If you do not agree to this renewal, please indicate on this renewal agreement and return to Purchasing Department.

Board of Commissioners

Memorandum

Date: May 7, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 240005-N-PH, Single Source Purchase of Aquatech and Bucher Original Equipment Manufacturer (OEM) Parts and Service

Recommendation

Increase File No. 240005-N-PH, Single Source Purchase of Aquatech and Bucher Original Equipment Manufacturer (OEM) Parts and Service to Pat's Pump and Blower, LLC from an Estimated Annual Amount of $90,000.00 to $140,000.00, an increase of $50,000.00, through September 30, 2024 for the Public Works Department – Fleet Maintenance Division.

Background

On September 19, 2023, the Board awarded Contract No. 240005-N-PH to Pat's Pump and Blower, LLC in the amount not to exceed $90,000.00. The purpose of this contract is to provide parts and services for the Aquatech vehicles and street sweepers. The Aquatech vehicles are used to remove debris from the City's storm water system and the sweepers are used to clean the streets and gutters. Pat's Pump and Blower, LLC provides factory-trained service technicians. This increase request is due to additional parts and services for these vehicles.

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: Tom Funcheon, Public Works Director

From: Michael Vecchione, Fleet Manager

Date: April 30, 2024

Re: Increase file No. 240005-N-PH, Pats Pump and Blower

Recommendation:

Increase File No. 240005-N-PH for Pats Pump and Blower in the amount of $50,000.00, from $90,000.00 to $140,000.00 for the Public Works Department – Fleet Maintenance Division.

Background:

Pats Pump and Blower LLC, Provides all of the necessary parts and service for our Aquatech vehicles and Johnson street sweepers. Currently our city has two Aquatechs and one Johnson street sweeper, with these vehicles we utilize Pats Pumps for all necessary OEM (Original Equipment Manufactured) parts and factory trained service technicians.

The Aquatech Vac. Trucks are used to clean and remove accumulated Debris from the storm water system in our city.

Our street sweeper is used to clean the streets and gutter ways of debris.

Funding for this will be from Storm Water account 402-4802-538

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

THRU: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director JL

FROM: Patty Hall, CPPB, Senior Procurement Analyst PH

DATE: 9/19/2023

SUBJECT: Award File No. 240005-N-PH, Single Source Purchase of Aquatech and Bucher Original Equipment Manufacturer (OEM) Parts and Service

RECOMMENDATION:

Award File No. 240005-N-PH, Single Source Purchase of Aquatech and Bucher Original Equipment Manufacturer (OEM) Parts and Service to Pat's Pump and Blower, LLC in an Estimated Annual Amount of $90,000.00 for the period of October 1, 2023 through September 30, 2024 for the Public Works Department – Fleet Maintenance Division.

BACKGROUND:

The purpose of this contract is to provide parts and services for the Aquatech vehicles and street sweepers. The Aquatech vehicles are used to remove debris from the City's storm water system and the sweepers are used to clean the streets and gutters. Pat's Pump and Blower, LLC provides factory-trained service technicians. A single source notification was posted on the City's bidding website, DemandStar, and the Procurement Services Department received no challenges to this notification.

FUNDING: Funding will be identified as parts and services are needed.

Accepted by: _____ City Manager

Attest: _____ City Clerk

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: Tom Funcheon, Public Works Director

From: Michael Vecchione, Fleet Manager

Date: August 15, 2023

Re: Award Contract File No. 240005-N-PH, Pat's Pumps and Blower LLC

Recommendation:

Award contract with Pat's Pump & Blower LLC, for Aquatech Vac truck and Johnston Street Sweeper OEM Parts and Service in an estimated annual amount of $90,000.00 for the period of October 1, 2023 through September 30, 2024.

Background:

Pats Pump and Blower LLC provides all necessary parts and services for our Aquatech vehicles and street sweepers, we utilize them for their factory trained service technicians.

The Aquatech vehicles are used to clean and remove accumulated debris from the City's storm water system, and the sweepers are used to clean the streets and gutter ways of debris.

Funding will come from accounts associated with departments, whom product was purchased for.

HI-VAC CORPORATION
117 Industry Rd
Marietta, OH 45750 USA

Tel: 740.374.2306
Fax: 740.374.5447
USA: 800.752.2400
sales@hi-vac.com

1/23/23

To Whom It May Concern:

This letter is to serve as notice that

Pats Pump and Blower LLC
2141 West Church St.
Orlando, Florida

Is currently the only authorized supplier of parts and services for the Hi-Vac Corporation products lines, Aquatech and O'Brien for all counties in the State of Florida.

Any questions may be directed to Hi-Vac Corporation, Marietta, OH.

Sincerely,
Ryan Burkhalter
Southeast Business Development Manager
Hi-Vac Corporation
(813) 895-7891 cell
(740) 374-2306 office

BUCHER
municipal

To Whom It May Concern, 1-4-2023

In the State of Florida, Pat's Pump is the sole source for Bucher Municipal Equipment parts. This applies to street sweepers manufactured by Bucher Municipal under the following brands; Bucher Sweepers and Johnston Sweepers.

Thanks,

Jason Coover
Region Sales Manager
Bucher Municipal North America
682-321-8035
Jason.coover@buchernumicipal.com

Howden Roots LLC

John T. Murphy
Howden Root™ blowers

900 West Mount Street
Connersville, IN 47331

T 610.733.0155
Email: John.T.Murphy@Howden.com

TO WHOM IT MAY CONCERN

January 09, 2023

Subject: Howden Roots Authorized Truck Blower Distributor

Howden Roots LLC is pleased to inform you that Pat's Pump & Blower LLC, is the only Howden Roots authorized distributor for truck mount blowers for the industrial/municipal markets in the State of Florida, except for the Florida panhandle.

Pat's Pump & Blower LLC is also the only repair facility in Florida, excluding the panhandle, for the truck mount blower market and is certified by Howden Roots to repair all truck mount blowers (4 in – 12 in units). This authorization includes parts required for subject repairs.
All Howden Roots authorized distributors must maintain an inventory of Howden Roots blowers and parts that meet our customer's needs. Pat's Pump & Blower LLC has complete shop capabilities where they can remove and reinstall the Howden Roots truck blowers to the truck frames for vacuum and pressure truck service. Also Howden Roots authorized distributors are authorized Howden Roots warranty repair centers. In addition, their service technicians have been factory trained, and they must renew their certificates every two (2) years.

Please contact Pat's Pump & Blower LLC at the address listed below concerning your Howden Roots truck blower requirements, and rest assured that they will provide the product support you have come to expect from all of the people associated with Howden Roots.

Pat's Pump & Blower LLC 2141 West Church Street, Orlando, FL 32805 Ph. 1-800-359-7867 Fax: 407-648-2096.

Best Regards,

John T. Murphy
Sales Manager - East

CC: Kevin Fender Pat's Pump & Blower LLC

Board of Commissioners

Memorandum

Date: May 7, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 240113-C-AS, NetMotion Wireless VPN Annual License Subscriptions

Recommendation

Award File No. 240113-C-AS, NetMotion Wireless VPN Annual License Subscriptions, utilizing OMNIA Partners (Cobb County) Contract No. 23-6692-03 to Insight Public Sector, Inc., effective May 16, 2024 through May 15, 2025, in an estimated amount not to exceed $29,226.80, for the Information Technology and Police Departments.

Background

The purpose of this contract is to provide virtual private network (VPN) annual license subscriptions, which are essential for the operation of the City's VPN security and remote access (see attached memo). Discounts ranging from 1% – 13.5% were achieved through the OMNIA Partners Technology Products, Solutions, and Related Services Contract No. 23-6692-03.

Funding

001-0304-513.4600 – IT $18,407.00
001-1002-521.5200 – PD $10,819.80.

Strategic Plan Objective

N/A

City of Tarpon Springs, Florida

Suzanne Linton
IT Director

MEMORANDUM

DATE: April 30, 2024

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director SML

RE: Authorize purchase of VPN Annual License Subscriptions to Insight Public Sector utilizing OMNIA Partners Technology Products, Solutions, and Related Services Contract No. 23-6692-03 (Cobb County)

Recommendation

Authorize purchase of VPN Annual License Subscription to Insight Public Sector utilizing OMNIA Partners Technology Products, Solutions, and Related Services Contract No. 23-6692-03 (Cobb County) in the amount of $29,226.80 for the Police and Information Technology departments.

Background

This contract will be used for VPN software licenses, which are essential for the operation of the City's virtual private network security and remote access.

Funds are budgeted FY 2024 and will be paid from account 001030451346.00 in the amount of $18,407.00 and 001100252152.00 in the amount of $10,819.80.

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10284266

TARPON SPRINGS-PUBLIC SAFETY ACCT
324 PINE ST
TARPON SPRINGS FL 34689-4004

SHIP-TO

CITY OF TARPON SPRINGS
POLICE DEPARTMENT
324 PINE ST
TARPON SPRINGS FL 34689-4004

Quotation

Quotation Number	:	0227264454
Document Date	:	27-MAR-2024
PO Number	:	
PO release:	:	NETMOTION RENEWAL, PD
Sales Rep	:	Ricardo Pryor
Email	:	RICARDO.PRYOR@INSIGHT.COM
Telephone	:	+14804096992
Sales Rep 2	:	Janis McCoy
Email	:	JANIS.MCCOY@INSIGHT.COM
Telephone	:	+18136377048

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Electronic Delivery
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
NMCOMPCONRNW-TSP	FULL ACCESS TO THE NETMOTION PLATFORM OF ITS FEATURES, POWERING SECURITY, VISIBILITY AND CONNECTIVITY USE-CASES. INCLUDES THE SOFTWARE DEFINED (SDP), ENTERPRISE VPN AND EXPERIENCE MONITORING SOLUTIONS. Coverage Dates: 16-MAY-2024 - 15-MAY-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 138.99 Discount: 13.505%	90	120.22	10,819.80

Product Subtotal	10,819.80
TAX	0.00
Total	10,819.80

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
+14804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Janis McCoy
+18136377048
JANIS.MCCOY@INSIGHT.COM
Fax +18136377093

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10284266

TARPON SPRINGS-PUBLIC SAFETY ACCT
324 PINE ST
TARPON SPRINGS FL 34689-4004

SHIP-TO

TARPON SPRINGS PD CITY HALL
CITY HALL
324 PINE ST
TARPON SPRINGS FL 34689-4004

Quotation

Quotation Number	:	0227264508
Document Date	:	27-MAR-2024
PO Number	:	
PO release:	:	NETMOTION RENEWAL, CITY HALL
Sales Rep	:	Ricardo Pryor
Email	:	RICARDO.PRYOR@INSIGHT.COM
Telephone	:	+14804096992
Sales Rep 2	:	Janis McCoy
Email	:	JANIS.MCCOY@INSIGHT.COM
Telephone	:	+18136377048

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Electronic Delivery
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
NMCOMPCONRNW-TSP	FULL ACCESS TO THE NETMOTION PLATFORM OF ITS FEATURES, POWERING SECURITY, VISIBILITY AND CONNECTIVITY USE-CASES. INCLUDES THE SOFTWARE DEFINED (SDP), ENTERPRISE VPN AND EXPERIENCE MONITORING SOLUTIONS. Coverage Dates: 16-MAY-2024 - 15-MAY-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 138.99 Discount: 13.505%	100	120.22	12,022.00

Product Subtotal	12,022.00
TAX	0.00
Total	12,022.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
+14804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Janis McCoy
+18136377048
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https://www.insight.com/terms-and-policies

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10284266

TARPON SPRINGS-PUBLIC SAFETY ACCT
324 PINE ST
TARPON SPRINGS FL 34689-4004

SHIP-TO

TARPON SPRINGS-PUBLIC SAFETY ACCT
324 PINE ST
TARPON SPRINGS FL 34689-4004

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Electronic Delivery
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Quotation

Quotation Number	:	0227326467
Document Date	:	17-APR-2024
PO Number	:	
PO release:	:	NETMOTION, ADD 50, PD
Sales Rep	:	Ricardo Pryor
Email	:	RICARDO.PRYOR@INSIGHT.COM
Telephone	:	+14804096992
Sales Rep 2	:	Janis McCoy
Email	:	JANIS.MCCOY@INSIGHT.COM
Telephone	:	+18136377048

Quote Expires May 10, 2024.

Material	Material Description	Quantity	Unit Price	Extended Price
ABSA-EDGE-12-GD	NetMotion Wireless Absolute Secure Access Edge - (1 year) - On-premise Coverage Dates: 16-MAY-2024 - 15-MAY-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 128.99 Discount: 1.000%	50	127.70	6,385.00

Product Subtotal	6,385.00
TAX	0.00
Total	6,385.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
+14804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Janis McCoy
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https://www.insight.com/terms-and-policies

Public Services Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5610

Memorandum

Date: May 1, 2024

To: Honorable Mayor and Board of Commissioners

Through: Mark LeCouris, City Manager

From: Thomas Kiger, Public Services Director

Subject: Authorize City Manager to Sign Settlement Documents to Participate in Class Action Settlements for Aqueous Film Forming Foams Product Liability Litigation

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Recommendation
Authorize the City Manager to Sign Settlement Documents to Participate in Class Action Settlements for Aqueous Film Forming Foams Product Liability Litigation.

Summary
There are currently ongoing class action lawsuits which were brought on behalf of nationwide water utilities against two large chemical manufacturers (3M and DuPont) related to PFAS chemicals. This litigation resulted in two settlements which will provide over $11 billion in funding for water utilities. These settlements are currently being finalized and Tarpon Springs is listed as a class member. Staff have been monitoring these legal developments with the City attorney, and have also retained specialized legal counsel through the Florida Rural Water Association legal assistance program to assist with this effort.

PFAS (pronounced P-FOSS) is a group of chemicals (per- and polyfluoroalkyl substances) that have been in common use for non-stick and heat-resistant coatings for various products since the 1940s. Common products with PFAS chemicals include firefighting foams, water resistant clothing and textiles, and non-stick cookware. This group of chemicals has become more well known in the general public because the Environmental Protection Agency (EPA) is developing regulatory standards to regulate this group of chemicals. These new regulations are likely to result in increased regulatory costs to water utilities, and the ongoing litigation will provide funds from the manufacturers to assist utility to address these emerging regulations.

The estimated financial award from this litigation is still being assessed, but is likely to result in at least several hundred thousand dollars in financial award to the City. The City Manager and city staff are actively working to ensure the greatest possible financial award from this litigation. Any funding awarded as the result of these settlements will be allocated to the water/sewer enterprise fund to address emerging water quality regulations and meet water supply needs.

Utility staff would also like to note that ensuring the safety of our drinking water and protecting the public health is one of the greatest objectives and goals of the City water utility. The most important message for our citizens is that the City's primary source of water, the Reverse Osmosis Water

Treatment Plant, is designed to remove contaminants such as PFAS from drinking water, and testing has shown that no PFAS is currently entering the drinking water system. Utility staff continuously work to monitor emerging water quality concerns, and are committed to continuing to provide a safe and affordable water supply that meets all State and Federal drinking water standards.

Board of Commissioners

Memorandum

Date: May 7, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 240055-B-AS, Utility Rehabilitation and Construction Services

Recommendation

Award File No. 240055-B-AS, Utility Rehabilitation and Construction Services, to TLC Diversified Inc.; R&M Service Solutions, LLC; Rowland (DE), LLC; and U.S. Water Services Corporation, for a three (3) year period, in an estimated annual amount not to exceed $1,600,000, for the Public Services Department – Water and Wastewater Utility Divisions. Purchase orders will only be issued against approved budgets.

Background

The purpose of this contract is to complete small to mid-sized underground utility projects using a work order process. Examples of projects completed during the previous contract (210102-B-JL) include, Martin Luther King (MLK) water main improvements, MLK and Huey sewer repairs, Levis and Center water main improvements, and River Village Water Main Phases 1-3. This contract provides a means to quickly repair critical infrastructure during a service failure and effectively implement high priority, specialized repairs. Anticipated projects that may be executed under the new contract include the 2-inch galvanized water main replacement program and water main improvements on East Harrison Street and Palm Avenue, subject to operational priority (see attached memo). Procurement Services issued Bid No. 240055-B-AS. Four (4) bids were received and deemed responsive to the bid requirements. Approval of this contract will ensure continued services as needed. Awarding to multiple qualified bidders provides more reliability, responsiveness, and flexibility to best meet the City's needs. This contract includes one (1), 2-year renewal option.

Funding

Funding will be identified per project as they arise.

Strategic Plan Objective

N/A

Tabulation of Submittals

For

Bid No. 240055-B-AS

Utility Rehabilitation and Construction Services

Tues April 02, 2024 @ 3:00 p.m.

Company	Amount
TLC Diversified, Inc. Palmetto, FL	$1,653,417.00
R&M Service Solutions San Antonio, FL	$2,069,747.75
Rowland, Inc. Pinellas Park, FL	$2,411,585.25
U.S. Water Services Corporation New Port Richey, FL	$2,899,756.25

Broadcast: 716 Planholders: 36 Responses: 04

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.

Public Services Department

Memorandum

Date: April 23, 2024

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director

From: Raymond Page, Utilities Superintendent

Subject: **Bid No. 240055-B-AS Recommendation for Award of Utility Rehabilitation & Construction Services to TLC Diversified Inc., R&M Service Solutions, Rowland, Inc. and U.S. Water Services Corporation.**

Recommendation

It is a recommendation to authorize award of Bid No. 2400-55-B-AS. Utility Rehabilitation & Construction Services to (4) Contractors meeting bid requirements: TLC Diversified Inc., R&M Service Solutions, Rowland, Inc. and U.S. Water Services Corporation in the estimated total annual amount of 1.6 million for the 3-year period, starting May 2024, with one (1) 2-year renewal, not to exceed a total contract period of 5-years.

Background

The Public Services Department continues to prioritize underground utility repair, maintenance and replacement as a part of its utility operations. The contract recommended herein is to allow for additional work for underground utility repairs in relation to water, sewer, and reclaimed water.

Examples of planned recent work completed through the previous contract includes: the Martin Luther King Jr. Drive water line installation; repairs on existing facilities at the Advanced Wastewater Treatment Plant; and an emergency valve repair on the RO feed line. The contract also provides a means to quickly repair critical infrastructure in the event of a failure, and has been demonstrated to be an efficient method for implementing these types of high priority specialized repairs.

We received four (4) responsive bids, and the department chose to award all four responsible bidders to meet the scope of work requirements. Contracting with all four qualified bidders provides for more reliability, responsiveness and flexibility for the City. The contract has a comprehensive price listing for various materials that serves to provide competitive and consistent pricing on an expedited timeline, (much faster than traditional bidding of each job). Accordingly, this has facilitated infrastructure replacement and repairs quickly, and has proven to be successful and cost-effective. Importantly, this will allow the City to award important repair or construction projects to high performing contractors, and this contract is an important strategy to address recent deficiencies with poor performing contractors.

The work will be rotated among the four contractors selected above with a total annual authorization, (for all four contractors to share), of $1.6 million. This annual estimate is based upon planned budget expenditures, while also allowing for sufficient contingency in the event of a major unscheduled repair. Currently, over the next five fiscal years, the water and sewer fund has budgeted $4.8 million for water main replacement to replace aging galvanized and cast iron water mains, and approximately $200,000 annually for as-needed water main repairs and approximately $200,000 annually for as-needed wastewater collection system repairs in the 20-year capital improvement plan. Anticipated projects that may be executed under this contract include the 2-inch galvanized water main replacement program, and water main improvements on East Harrison Street and Palm Avenue, subject to operational priority. This contract can also be utilized to execute smaller as-needed repairs on city lift stations, and yard piping at the water and wastewater treatment plants, which are budgeted through the annual operating budget for repairs and maintenance at those facilities.

Funding is from the water and sewer enterprise fund in the Water Treatment, Advanced Wastewater Treatment Facility, Lift Stations, Water Distribution and Sewage Collection budgets.

Board of Commissioners

Memorandum

Date: May 7, 2024
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Renea Vincent, Planning Director
Subject: Direction on 2040 Comprehensive Plan Update and Adoption

Recommendation

Provide Direction to City staff to conduct final community engagement and begin public hearings and adoption of the 2040 Comprehensive Plan.

Background

The City first began a major update of the City's Comprehensive Plan in 2021, in conjunction with the development of the City's Strategic Plan. Multiple engagement sessions, online surveys, and appointed Boards & Committees provided input through the course of the overall update. Beginning in June 2023 the Planning and Zoning Board conducted a series of 10 workshops, conducting a line by line review of each element of the Comprehensive Plan. Staff has completed the full update of the Plan and is ready to begin the final engagement and adoption process. The Plan, in its entirety, consists of the following documents which are attached for reference:

- Comprehensive Plan (Introduction, Findings, Major Changes, Background, Population & Employment Projections, 13 Elements with Goals, Objectives and Policies)
- Map Series
- Future Land Use Categories & Rules Table
- Definitions
- Supplemental (not intended to be adopted)
    - Data & Analysis
    - Work Plan
    - Sustainability Plan Crosswalk
    - Community Engagement Summary Report (not included)

Tentative Review and Adoption Schedule:
May 18th, 2024 Community Center, Walton Street (Tentative Location)

- Steering Committee Review
- Community Review

May 20th, 2024 Planning and Zoning Board Hosted Workshop

- Other appointed Boards, Committees and public invited to attend

June 17th, 2024

- Planning and Zoning Board Public Hearing

July 9th, 2024

- Board of Commissioners 1st Reading/Transmittal Public Hearing
    - Forward Pinellas and Florida Department of Equal Opportunity Review

Final Adoption Hearing TBD

Funding

N/A

Strategic Plan Objective

The 2040 Comprehensive Plan integrates with many goals and objectives of the City's Strategic Plan. The following graphic provides an overview of this integration:


SMART GROWTH & REDEVELOPMENT
Housing
Future Land Use
Transportation
Coastal Management
CULTURE, HERITAGE & PRESERVATION
Historic & Cultural Resources
QUALITY OF LIFE
Conservation
Recreation/Open Space
Lifelong Learning
COMMUNITY ENGAGEMENT
INFRASTRUCTURE
Utilities
Capital Improvements
GOOD GOVERNANCE
Plan Administration
Intergovernmental & Interagency Coordination
Property Rights

2040 Comprehensive Plan



Tarpon Tomorrow: Planning for the Future, While Preserving the Past



Major Findings

Population to increase by approximately 2,600 persons from 25,849 to 28,465 persons by the year 2040.

The number of “households” is projected to increase by approximately 1,306 units through 2040.

The “functional” population (includes seasonal and utility service areas) is expected to increase from 34,789 (2020) to 36,915 by the year 2040

Total Employment is projected to increase by approximately 2,945 jobs from 16,932 (2020 estimate) jobs to 19,877 in 2050. The majority of job growth will continue to come from service sector employment.

The City has sufficient available land to accommodate expected population growth and economic expansion with no increases to density or intensity.

The City has sufficient water and sewer capacity to accommodate expected population growth and economic expansion over the 20-year planning horizon and beyond.

The population per square mile increased by 175 persons from 2,577 in 2010 to 2,752 in 2020.

Major Changes to the Plan

- Updated maps and data.
- Creation of a “Place Based Area Map”.
- Consolidation of Future Land Use Categories and re-naming of map categories to align with the Countywide Planning Authority.
- Removal of outdated policies or completed actions.
- Deletion of repetitive policies across multiple elements.
- Reorganization based on Strategic Plan Focus Areas.
- Updates based on community engagement and advisory board participation.

Plan Contents / Documents

- Comprehensive Plan (Introduction, Background, Findings, Population & Employment Projections, 13 Elements with Goals, Objectives & Policies)
- Map Series
- Future Land Use Categories and Rules
- Definitions
- Supplemental (not intended to be adopted)
  - Data and Analysis (*source for presentation maps & tables*)
  - Work Plan
  - Sustainability Crosswalk
  - Community Engagement Summary

COMPREHENSIVE PLAN ELEMENTS

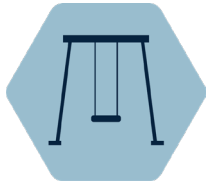

Housing


Future Land Use


Transportation


Coastal Management


Conservation


Recreation/Open Space


Lifelong Learning

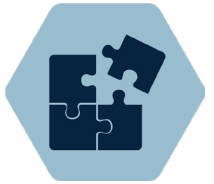

Historic & Cultural Resources


Utilities

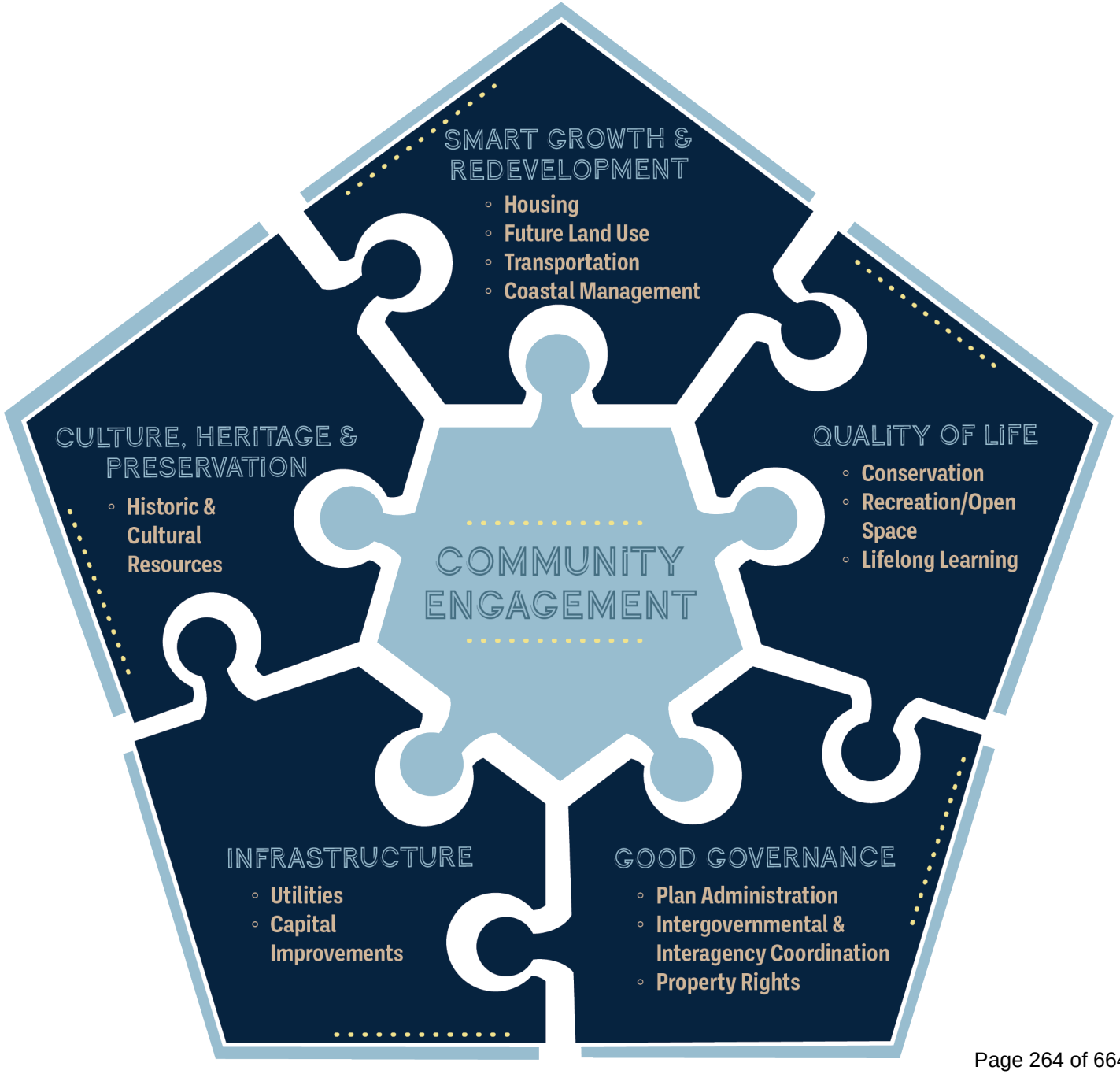

Capital Improvements


Property Rights


Plan Administration


Intergovernmental & Interagency Coordination

Strategic Plan Alignment



Population and Employment Projections

TABLE 1: Tarpon Springs Permanent Population Projections

	2010	2020	2025	2030	2040	2050
POPULATION	23,484	25,117	26,324	27,150	28,465	29,538

Source: Florida Housing Data Clearing House Population and Household Projections, 2022

TABLE 2: Functional Population Projections

	2020	2025	2040	2050
MUNICIPAL & SEASONAL POPULATION	30,885	31,898	32,289	32,313
MUNICIPAL, SEASONAL, & UTILITY SERVICE AREA POPULATION	34,789	36,180	36,915	36,963

Source: Forward Pinellas 2050 TAZ Socioeconomic Projections

TABLE 3: Employment Projections

YEAR	INDUSTRIAL EMPLOYMENT	COMMERCIAL EMPLOYMENT	SERVICE EMPLOYMENT	TOTAL EMPLOYMENT
2020	3,057	4,042	9,833	16,932
2050	3,020	4,743	12,114	19,877
% CHANGE	**-1.2%**	**17.3%**	**23.2%**	**17.4%**

Source: Forward Pinellas 2050 TAZ Socioeconomic Projections

Accommodating Population Growth

- The City's projected population through 2040 indicates a need for approximately 12,600 *total* housing units to accommodate existing and future households.
- *The City's current inventory of housing units (13,049 units) exceeds projected need*.
  - At the current time over 1,700 units are classified as vacant, of which over 900 are classified as seasonal or occasional use.
- Over 550 "pipeline" units approved and/or under construction
- Vacant land can accommodate over 3,300 additional units at current density allowances

TABLE 17: Projected Housing Need by Housing Type & Affordability

HOUSING TYPE	AFFORDABILITY BASED ON AMI	2020	2040	CHANGE
Owner Occupied	Less than or Equal to 30% of AMI	777	909	132
Owner Occupied	Greater than 30% but Less than or Equal to 50% of AMI	783	917	134
Owner Occupied	Greater than 50% but Less than or Equal to 80% of AMI	1,402	1,641	239
Owner Occupied	Greater than 80% but Less than or Equal to 100% of AMI	831	972	141
Owner Occupied	Greater than 100% of AMI	4,757	5,566	809
Renter Occupied	Less than or Equal to 30% of AMI	580	663	83
Renter Occupied	Greater than 30% but Less than or Equal to 50% of AMI	584	667	83
Renter Occupied	Greater than 50% but Less than or Equal to 80% of AMI	603	688	85
Renter Occupied	Greater than 80% but Less than or Equal to 100% of AMI	210	239	29
Renter Occupied	Greater than 100% of AMI	301	344	43
TOTAL PROJECTED HOUSING NEEDS		**10,828**	**12,606**	**1,778**

Source: Florida Housing Data Clearing House; Comprehensive Plan Data, 2018-2022 5-Year Estimates

Vacant Lands Inventory and Pipeline Projects

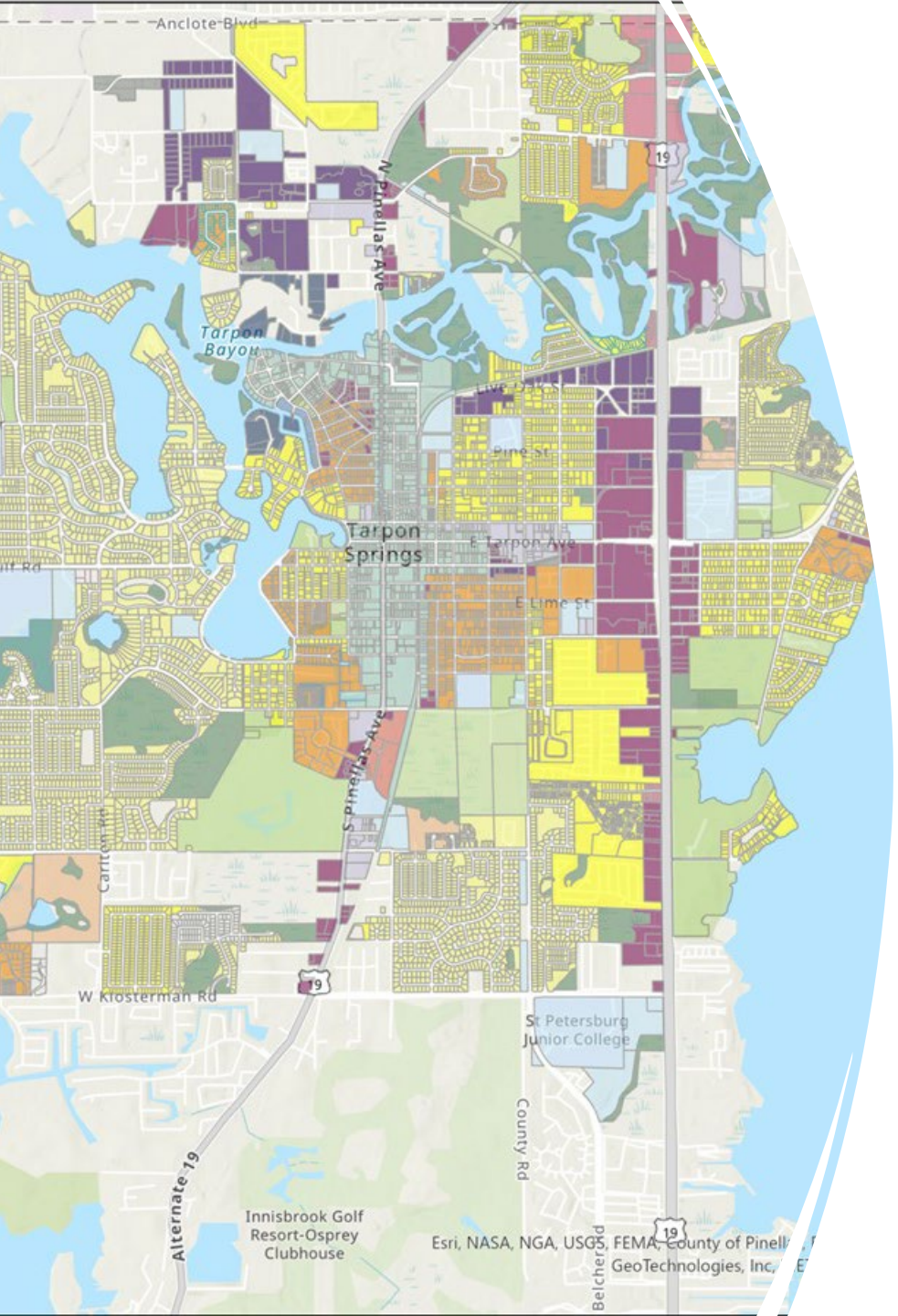
TABLE 19: Vacant Land by FLU Density

FLU (AS OF 2023)	TOTAL ACRES	UNITS/ACRE	POTENTIAL UNITS	POTENTIAL POPULATION ACCOMMODATED
Residential Medium	42.2	15	632	1,435
Commercial Limited *(Renamed: Retail & Services)*	2.1	15	32	73
Residential/Office/Retail *(Renamed: Retail & Services Limited)*	39.1	15	587	1,332
Commercial Recreation (Renamed: Retail & Services)	1.3	15	20	45
Community Redevelopment District (Renamed: Activity Center)	45.7	Varies	581	1,319
Commercial General (Renamed: Retail & Services)	12.2	15	183	415
Residential Low	85.3	5	427	969
Residential/Office General (Renamed: Office)	8.6	15	129	293
Residential Low Medium	0.7	10	7	16
Residential Urban	54.4	7.5	408	926
Commercial Neighborhood (Renamed: Retail & Services Neighborhood)	1.7	10	17	39
Residential Very Low	60.2	1	60	136
Institutional (Renamed: Public/Semi-Public)	20.0	12.5	250	568
TOTAL	**373.5**		**3,333**	**7,566**

Note: Mixed use and commercial categories represent a maximum number of units possible as a residential-only development.
Source: Estimate of population accommodated calculated based on vacant land acreage from 2021 FDOR parcel data, units per acre maximums by future land use category, and an assumed 2.27 persons per household multiplier.

TABLE 18: Approved Residential Projects *(after April 2023)*

PROJECT NAME	PRIMARY USE	UNITS	LOCATION
Anclote Harbor	Multifamily Apartments	404	42501 US Highway 19 N.
Eagle Creek	Single Family, Detached	50	NE Corner of E. Klosterman Rd. & S. Disston Ave.
North Lake Trail	Single Family, Detached	18	1215 Cypress St.
North Lake Estates	Single Family, Detached	44	North side of Keystone Rd. Approx. 3/4 miles from the Keystone Rd. & N. Highland Ave. Intersection & west of East Lake Dr.
Suzanna 1	Multifamily Apartments	6	NE Corner of Grosse Ave. & Boyer St.
Suzanna 2	Multifamily Apartments	7	NW Corner of Grosse Ave. & Lime St.
Tarpon Springs Apartments	Multifamily Apartments	8	SW Corner of E. Park St. & N. Safford Ave.
Live Oak at Anclote River Crossings	Single Family, Attached	10	NW Corner of Live Oak St. & Athenian Way
Kontos Tarpon Ave LLC	Multifamily Apartments	6	650 E. Tarpon Ave.
TOTAL APPROVED UNITS		**553**	**(1,255 PERSONS)**



Future Land Use Element

- Consolidated Future Land Use Map categories to more closely align with Countywide Plan Map / Rules
- No increases to residential density or floor area ratio in any FLU category
- Created a “Place-Based” Map to provide guidance on future land use and rezoning requests
- Heat Severity/Tree Canopy Preservation policies



- Future Land Use Map Categories consolidated and reduced from 27 to 21 categories and re-named for consistency with Countywide Plan (no actual changes to density or floor area ratios)

TABLE 21: Future Land Use Map Category Changes, 2023

CURRENT CATEGORY	PROPOSED CATEGORY	NOTES
RVL (Residential Very Low)	RVL (Residential Very Low)	No Change
RS (Residential Suburban)	RS (Residential Suburban)	No Change
RL (Residential Low)	RL (Residential Low)	No Change
RU (Residential Urban)	RU (Residential Urban)	No Change
RLM (Residential Low Medium)	RLM (Residential Low Medium)	No Change
RM (Residential Medium)	RM (Residential Medium)	No Change
R/OL (Residential/Office Limited)	O (Office)	Combined with R/OG *(currently no properties have this designation)*
R/OG (Residential/Office General)	O (Office)	Renamed
CN (Commercial Neighborhood)	R&SN (Retail & Services Neighborhood)	Renamed
R/O/R (Residential/Office/Retail)	R&SL (Retail & Services Limited)	Renamed
CL (Commercial Limited)	R&S (Retail & Services)	Combined with CG
CG (Commercial General)	R&S (Retail & Services)	Renamed
CR (Commercial Recreation)	R&S (Retail & Services)	Combined with CG
CG-F (Commercial General - Fishing)	R&S-WD (Retail & Services Water Dependent)	Renamed



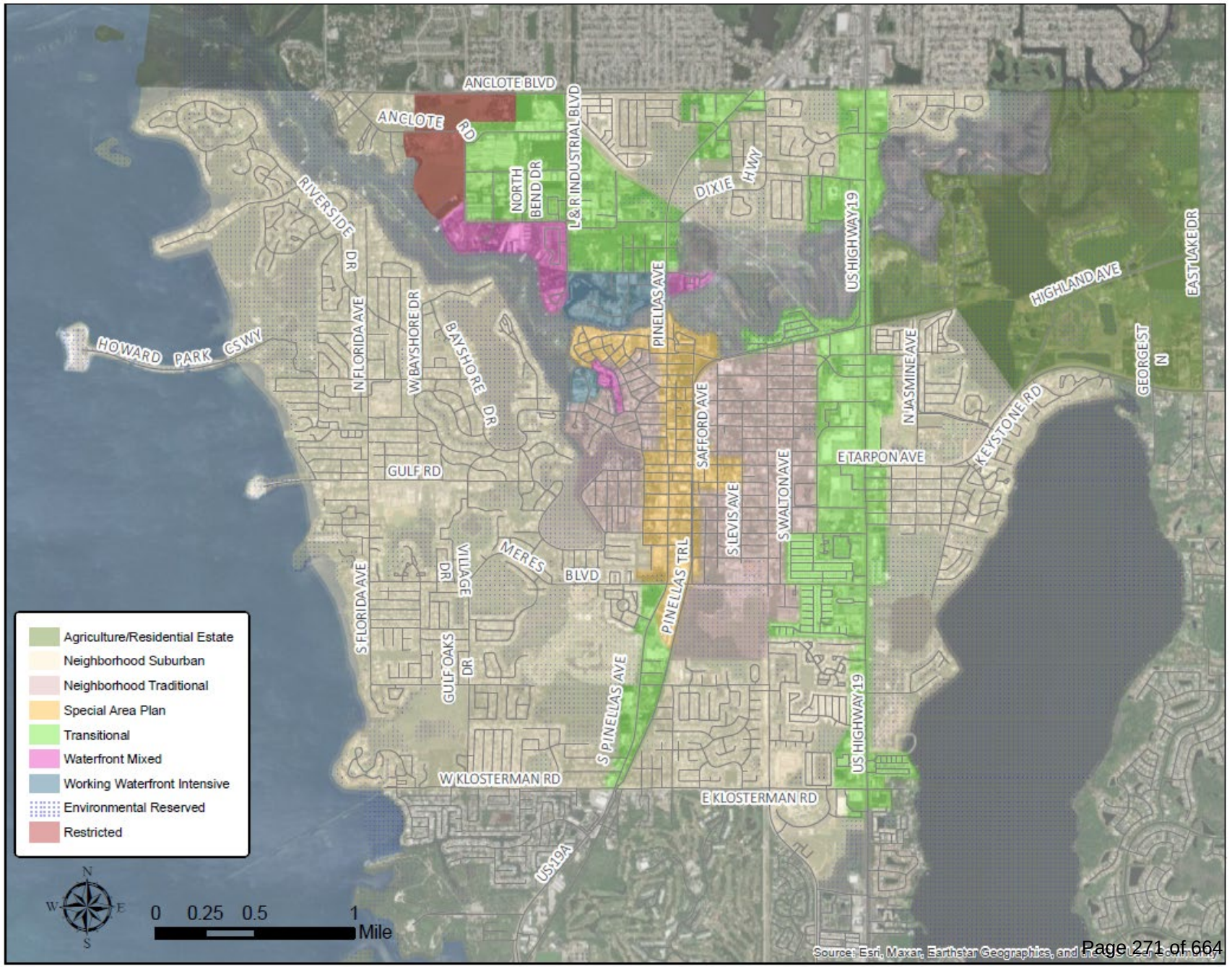
- Future Land Use Map Categories consolidated and reduced from 27 to 21 categories and re-named for consistency with Countywide Plan (no actual changes to density or floor area ratios)

Table 21 (Continued from previous slide)

IL (Industrial Limited)	E (Employment)	Renamed
IG (Industrial General)	I (Industrial)	Renamed
IG-WF (Industrial General - Waterfront)	IE-WD (Industrial/Employment - Water Dependent)	Renamed
I (Institutional)	P/SP (Public/Semi-Public)	Renamed
T/U (Transportation/Utility)	P/SP (Public/Semi-Public)	Combined with I
CRD (Community Redevelopment District)	AC (Activity Center)	Renamed
PR-MU (Planned Redevelopment-Mixed Use)	PRD (Planned Redevelopment District)	Renamed
R/OS (Recreation/Open Space)	R/OS (Recreation/Open Space)	No Change
P (Preservation)	P (Preservation)	No Change
RFO (Resort Facilities Overlay)	RFO (Resort Facilities Overlay)	No Change
RFM (Resort Facilities Medium)	R (Resort)	Renamed *(currently no properties have this designation)*
RFH (Resort Facilities High)	R (Resort)	Combined with RFM *(currently no properties have this designation)*
-	MMC (Multimodal Corridor)	New Category
W/DF (Water/Drainage Facilities)	-	Removed *(currently no properties have this designation)*
MU (Mixed Use)	-	Removed *(currently no properties have this designation)*
IND (Industrial)	-	Removed *(currently no properties have this designation)*

FLU 2.1.1: When making decisions to amend the Future Land Use Map or Zoning Atlas, the **Place Based Area Map** and area descriptions shall be considered.

FIGURE 4: Place Based Area Map



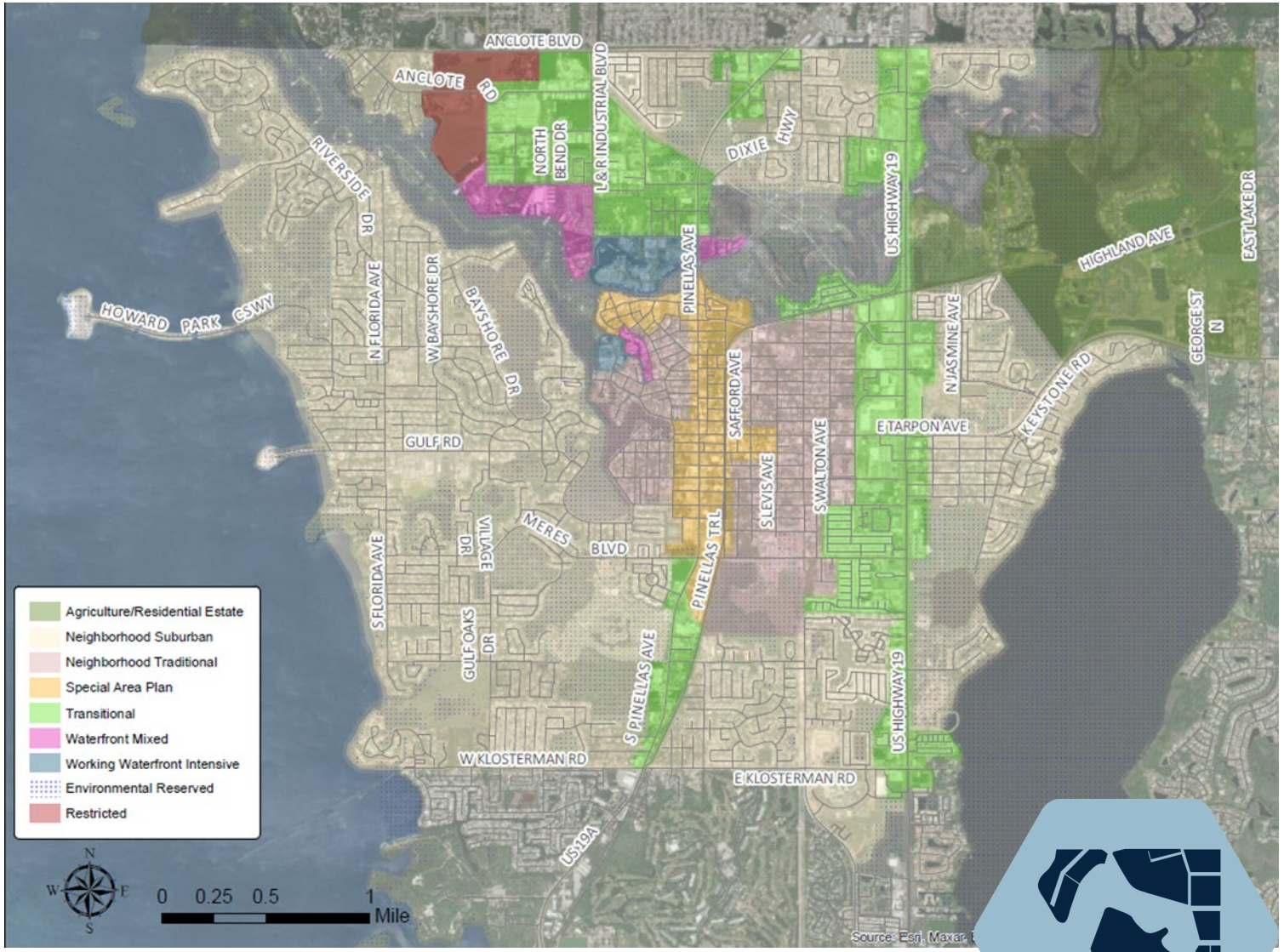
Placed-Based Area Map

Agriculture/Residential Estate: Incorporated areas in the eastern area of the City, and adjacent unincorporated areas of Pinellas County, characterized by agricultural and estate residential development patterns where large lots (minimum 0.5 - 2 acres), hobby farms, horse farms, dog kennels, and a more rural lifestyle is possible.

Neighborhood Suburban: Established suburban neighborhoods with limited infill opportunities. These areas may have historically developed at lower than allowable density as designated by the Future Land Use Map. Opportunities for new housing include accessory dwelling units and evolution of single-family homes to 1, 2, 3, and 4 family units and context-sensitive, non-residential uses, such as pop-up commercial, corner stores, neighborhood markets, and accessory commercial units

Neighborhood Traditional: Areas characterized by early traditional development patterns with well established street grids, connectivity and walkability. Ideally these areas would be best preserved through conservation districts, form-based codes, and context sensitive infill development that could include housing types of 1, 2, 3, and 4 family dwellings, cottage courts and accessory dwellings. These areas provide easy accessibility to the Sponge Docks and Downtown and are desirable for those seeking a more urban lifestyle with easy access to destinations, restaurants and shopping.

Special Area Plan: Areas guided by existing Special Area Plan(s) that supersede traditional Future Land Use Map categories. These areas include the Sponge Docks, Downtown/CRA, and the Meres Town Center.



Placed-Based Area Map

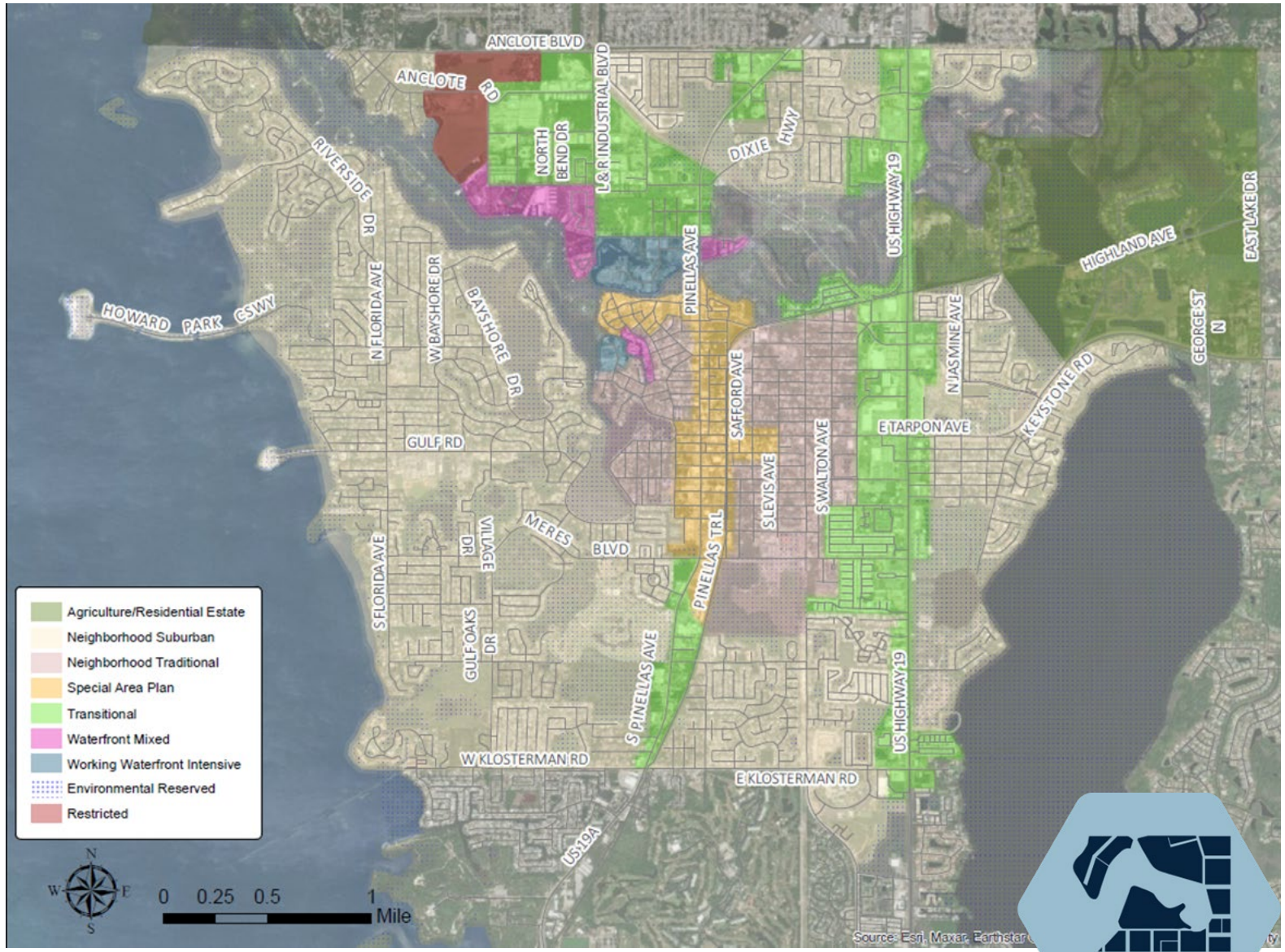
Transitional: Areas where transition is already happening, or development pressures are not in alignment with Future Land Use Categories. These areas include the industrial and residential areas north of the Anclote River and the US 19 corridor. Specific area and corridor plans should be prepared to manage future growth and transition of the areas.

Waterfront Mixed: Areas characterized by water dependent uses such as marinas, commercial fishing, sponging, and charter boats. Limited residential, low-impact tourist related uses, and accessory uses that support the working waterfront nature of the areas is appropriate but should not dominate the future development of the area.

Working Waterfront Intensive: Marine industrial areas characterized by intensive marine related industries such as boat building, boat repair and storage with less intensive marine accessory uses such as boat launching and traditional wet and dry slip marinas.

Environmental Reserved: Anclote River, Gulf of Mexico, and bayou shoreline areas either currently protected, or that should be protected through acquisition, conservation easements, or other similar methods, when opportunity exists. These areas include lands subject to sea level rise and coastal flooding, natural habitat areas and wetlands. The Environmental Reserved Areas may overlay other Place-Based Areas on the Map.

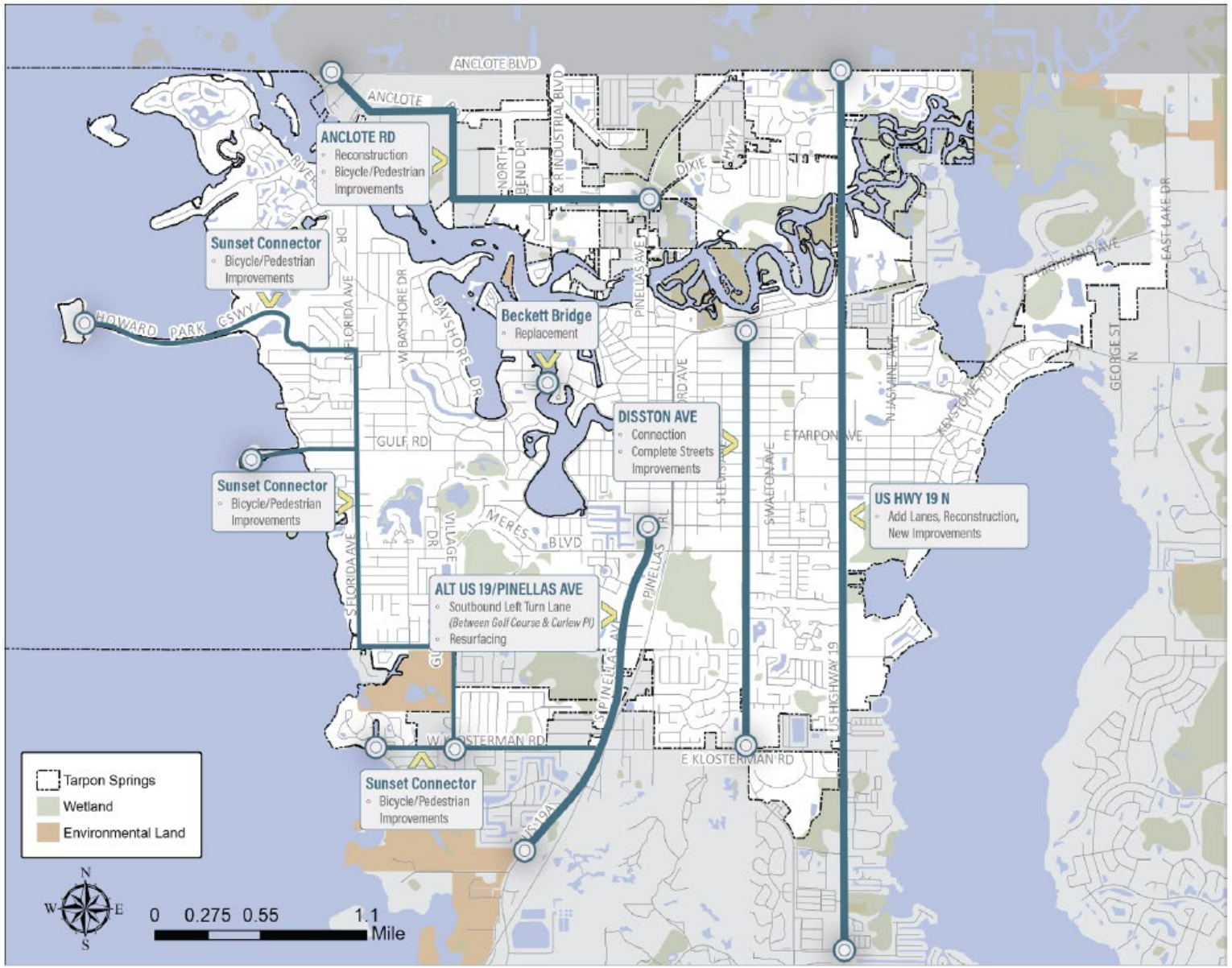
Restricted: This area is restricted by recorded covenants limiting development to industrial or employment type uses.



Transportation

- Establishes safety as the highest priority
- Recognizes the need to minimize the potential for transportation related deaths and serious injuries through planning, design and engineer, enforcement and education.
- Directs the update of the 2007 MMTD Quality of Service Analysis to support a more comprehensive City-wide Multimodal Master Plan

FIGURE 11: Programmed/Committed Transportation Projects

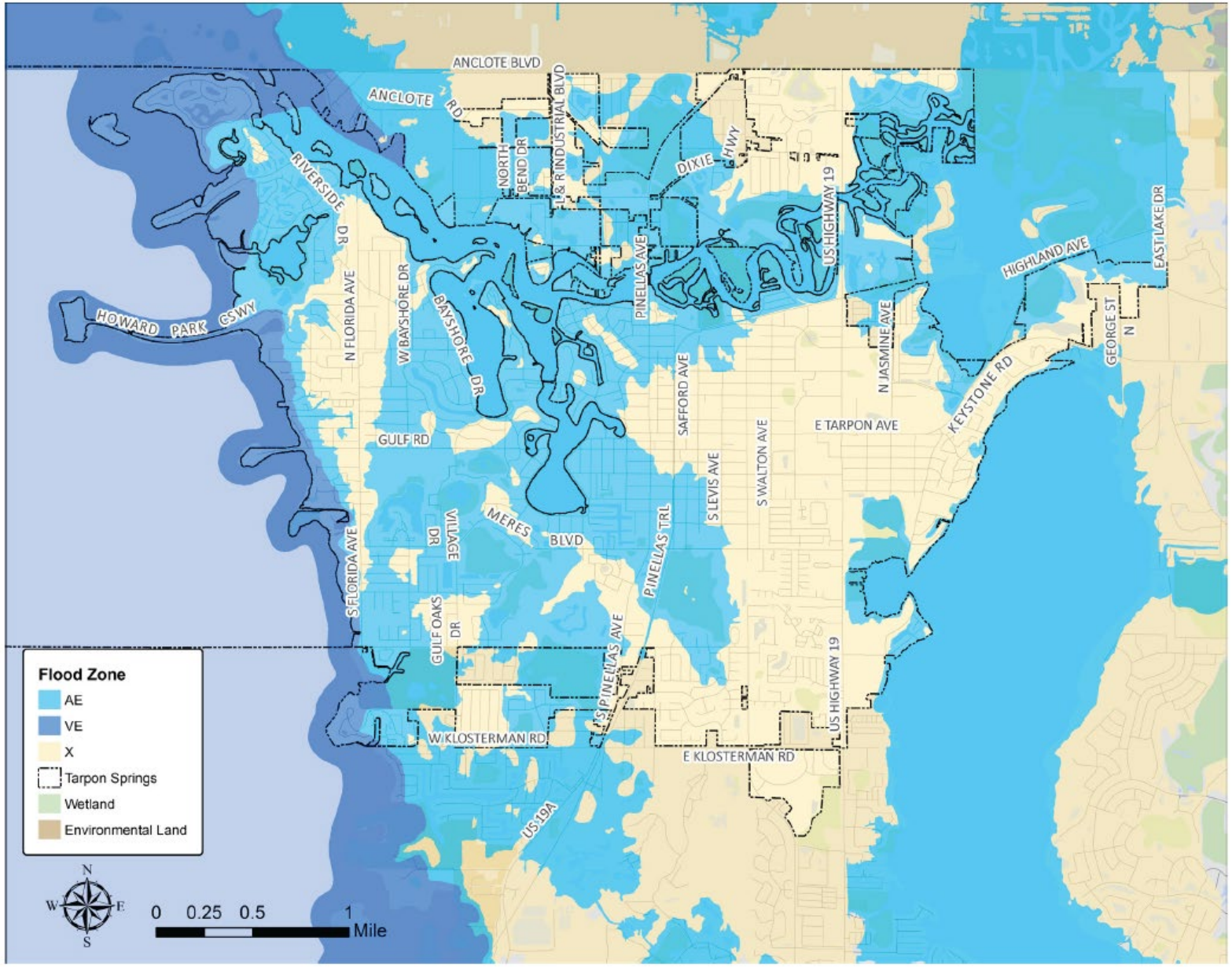


Coastal Management

Provides guidelines for determining the suitability of development; sets forth policies to reduce risk to life, property, and infrastructure, and increase resilience to coastal flooding and the impacts of sea-level rise.

- Coastal Management and Conservation Element split into separate elements

FIGURE 18: FEMA Floodplain

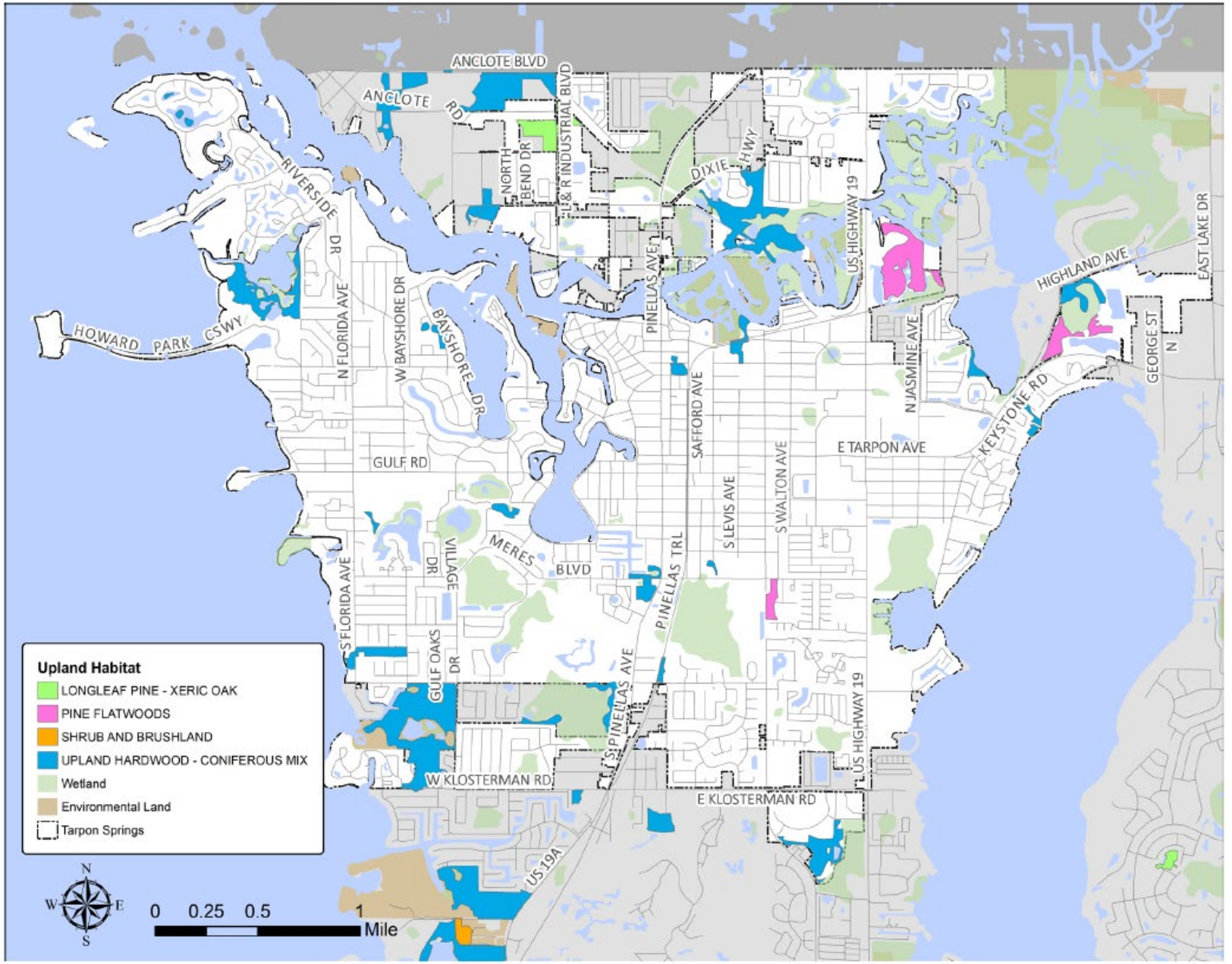


Conservation

Establishes goals, objectives, and polices to guide decision-making to protect natural resources

- Increase wetland buffers
- Decrease allowable impacts to wetlands
- Closely aligns with Sustainability Action Plan

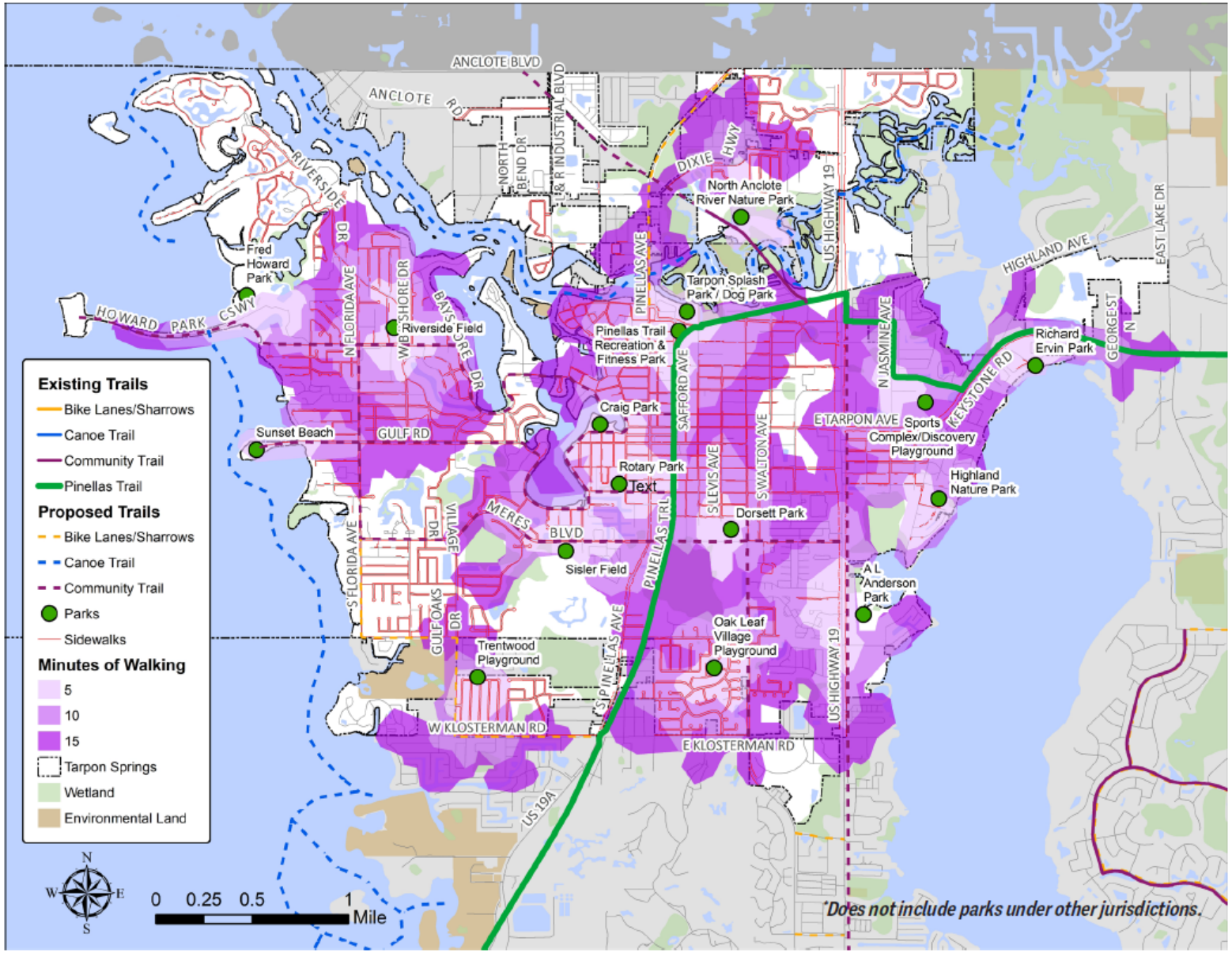
FIGURE 30: Wetland & Upland Areas



Recreation Open Space

- Maintains previously developed LOS standards
- Call for Parks & Recreation Master Plan
  - ➢ Will provide update for LOS Standards
- Evaluated accessibility of existing parks
  - ➢ Tool for identifying where future parks should be prioritized to meet existing deficits in mini-parks

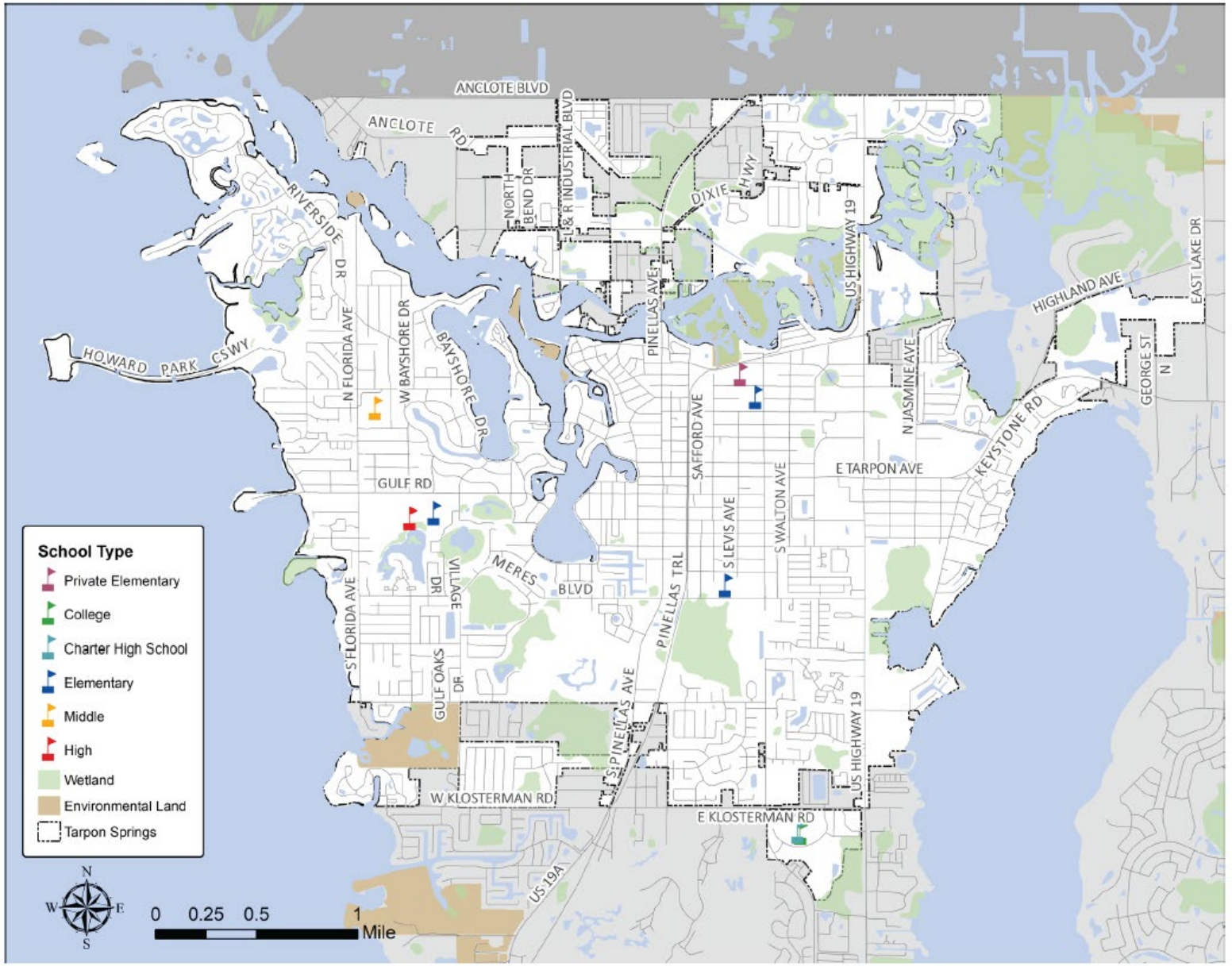
FIGURE 35: Parks & Recreation Level of Service Accessibility



Lifelong Learning

- New policy addressing coordination in changes to school facilities.
- New objective and policies incorporating sustainability and location efficiency of educational facilities.
- New policies addressing coordination with both public and private schools and local government.
- New goal, objectives, and policies addressing workforce development and equitable access to education.

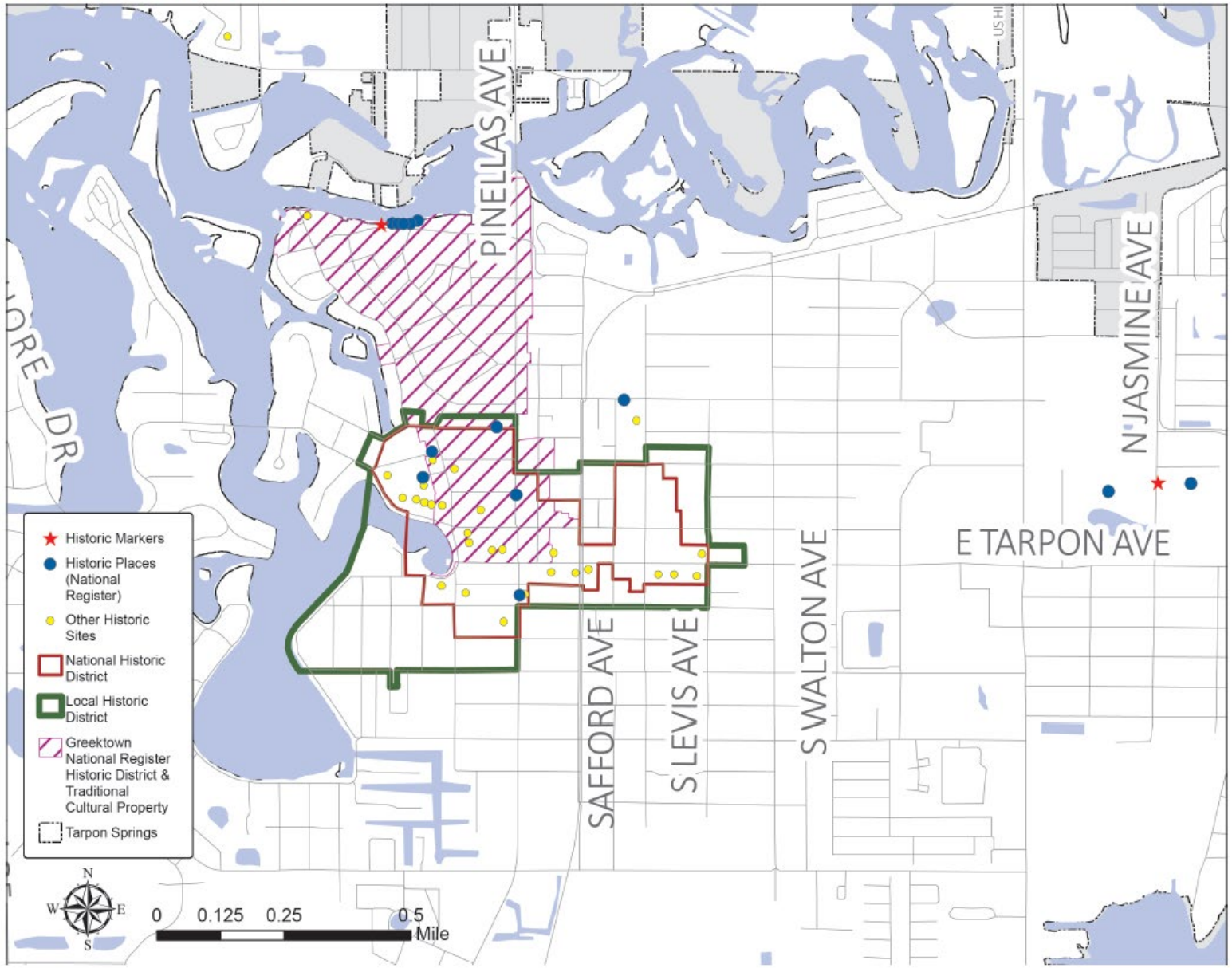
FIGURE 36: Schools



Historic and Cultural Resources

- Expanded to include cultural resources
- New goal to recognize the diversity of cultural traditions and foster artistic expression.
- New policies to encourage additional preservation plans and regulatory tools.
- New policies to consider additional incentives for preservation.
- New policy to implement the Adaptation and Resiliency Plan for the Historic District, Sponge Docks and Hope-Athens Greek Community.

FIGURE 37: Historic Resources



Utilities

The Utilities Element addresses potable water distribution, wastewater collection, stormwater runoff handling, and disposal of solid waste.

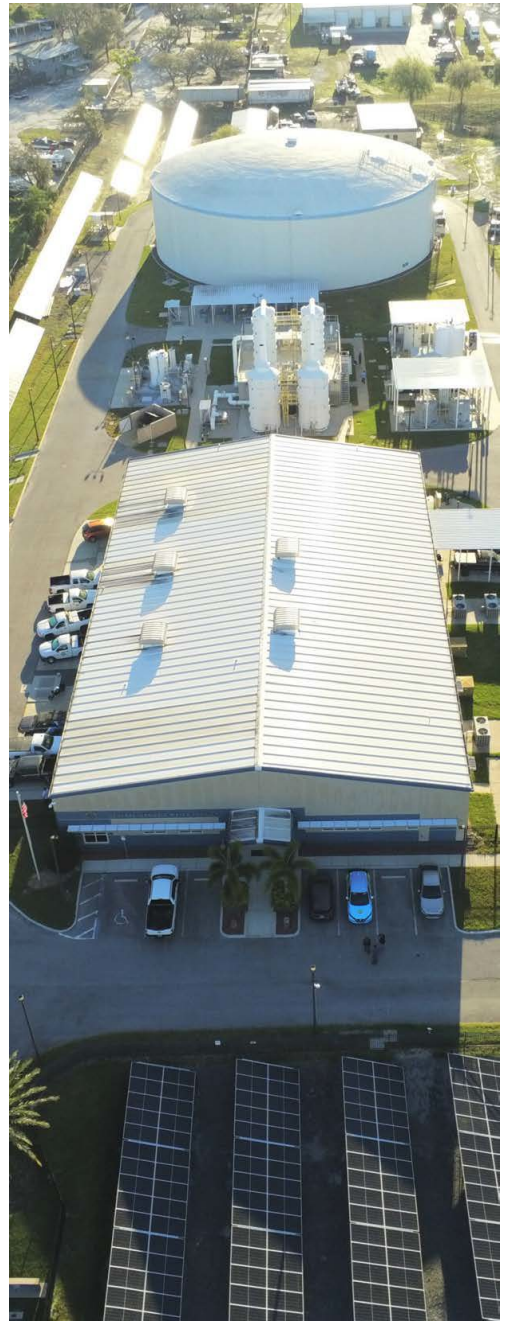
The City ‘s capacity to serve its current and future citizen populations with respect to all four of these public facilities is intact and exceeded.

The challenge that will define planning going forward is the condition and stability of infrastructure for service delivery.

Water delivery, wastewater collection and stormwater handling/conveyance infrastructure systems are in some cases incomplete, but are primarily experiencing significant aging, similar to other older cities in Pinellas County.

Future focus will involve:

- Continuing to strive for greater efficiency and stability of user impacts on a per capita basis;
- Investing in Citywide studies and master planning, both alone and in conjunction with other governmental entities;
- Pursuit of outside funding to augment and spread the burden of costs for facility maintenance and improvements;
- Programming and implementation of a capital program for proactive facility upgrades and replacements.



Capital Improvements

The purpose of the Capital Improvements Element (CIE) is to:

1. Evaluate the need for public facilities in support of all elements of the Comprehensive Plan;
2. Identify capital projects needed to maintain adopted Level of Service (LOS) standards;
3. Estimate the costs and timing of improvements for which the local government has fiscal responsibility;
4. Identify applicable projects within the Metropolitan Planning Organization's (MPO) transportation improvement program; and
5. Identify sources of funding for construction of improvements.



Capital Improvements

Tarpon Springs has set Level of Service standards for five services: water, sewer, solid waste, parks and recreation, hurricane shelter. A sixth service, transportation, is subject to mobility management regulations through participation with the Forward Pinellas MPO.

For Tarpon Springs capital needs over the current 5-year planning horizon include:

- Public safety needs such as new building facilities and major equipment.
- Potable water, wastewater, solid waste/sanitation improvements such as building facilities and major equipment.
- Transportation improvements such as roadway, sidewalk, trail, or transit construction projects and facilities equipment.
- Recreation improvements such as facilities construction projects and equipment.



Property Rights

The Property Rights Element states how private property rights considerations factor into local government decision-making processes. It is required by Statute. No changes proposed.



The Element states that city shall ensure that regulatory and land use decisions are based on:

- The public safety, health and welfare of the residents, institutions, and businesses of the city as a whole.
- The goals, objectives and policies of the comprehensive plan.
- Minimizing threats to health safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation.
- Protection and enhancement of natural, historical and man-made resources for use by citizens and visitors.
- Established private property rights



Plan Administration & Work Plan

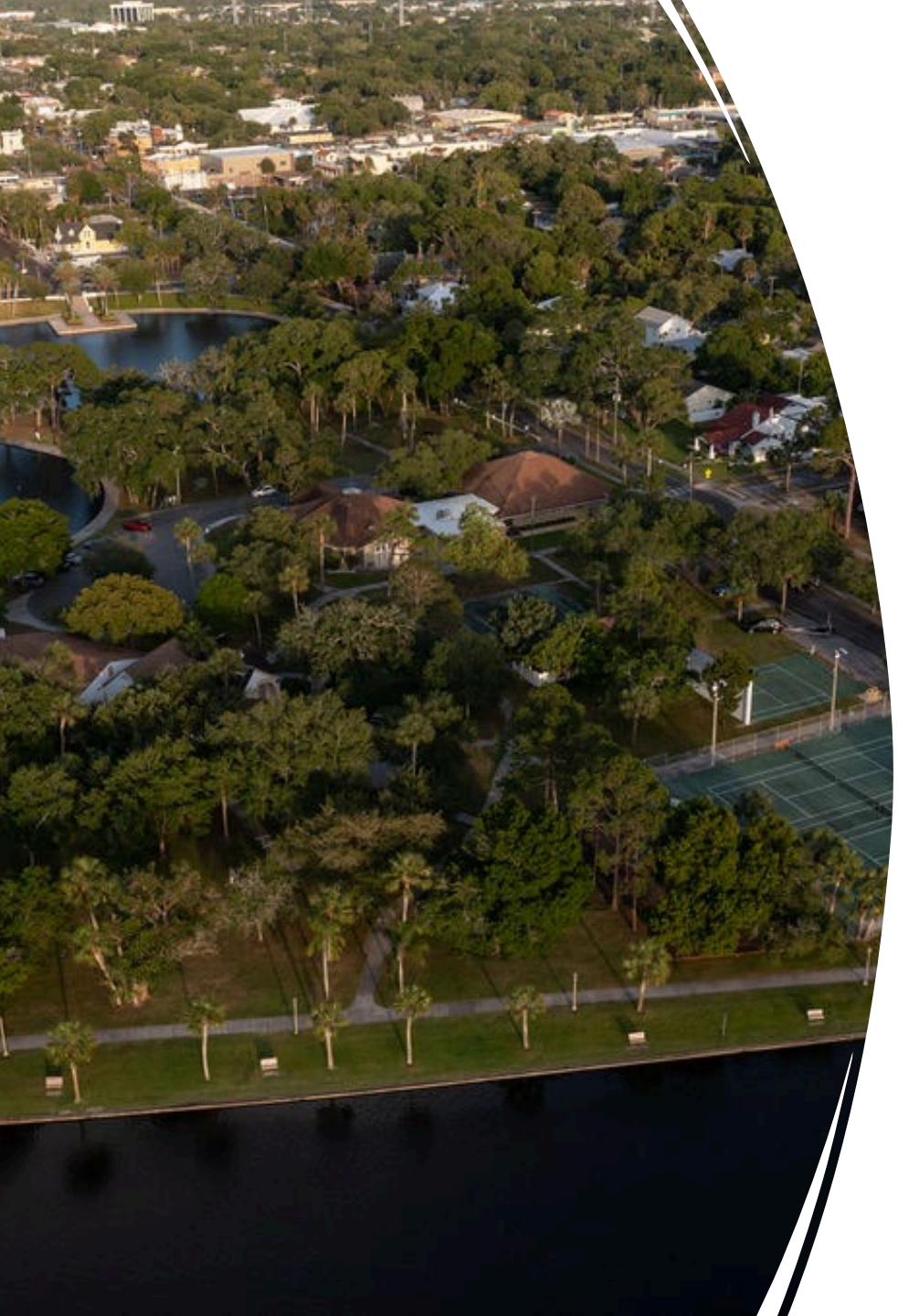
The purpose of the Plan Administration Element is to establish guidelines for the effective administration of the Comprehensive Plan in accordance with the requirements of the Community Planning Act, and other applicable law. This element includes guidelines on plan implementation, public participation, and plan monitoring.

A workplan is provided to ensure required updates to the Land Development Code and other actions are accomplished to fully implement the goals, objectives and policies of the Comprehensive Plan.

Intergovernmental & Interagency Coordination

The Intergovernmental Coordination Element (IC) coordinates the policies and activities set forth in the City's Comprehensive Plan with adjacent local governments, regional agencies (including water supply), state agencies, nongovernmental organizations, private service providers, and other relevant entities.

- Pasco County
- Pinellas County
  - County Construction Licensing Board
  - Emergency Management
  - Fire & Emergency Services
  - Water & Navigation Board
  - Forward Pinellas/MPO
- Pinellas County School Board
- Pinellas Suncoast Transit Authority
- Southwest Florida Water Management District
- Tampa Bay Regional Planning Council
- Department of State (CLG)
- Florida Department of Economic Opportunity
- Florida Department of Transportation
- Clearwater Gas Service (Now Suburban Propane)
- Duke Energy
- Bright House Networks (Now Spectrum)
- Frontier Communications
- Wide Open West (WOW)



NEXT STEPS
TENTATIVE SCHEDULE

- May 18th Community Center, Walton Street
  - Steering Committee Review
  - Community Review

- May 20th Planning and Zoning Board Hosted Workshop
  - Other appointed Boards and public invited to attend

- June 17th Planning Zoning Board Public Hearing
- July 9th Board of Commissioners 1st Reading/Transmittal Hearing
  - Forward Pinellas and DEO Review
- Adoption hearing TBD



TARPON SPRINGS 2040
COMPREHENSIVE PLAN

TARPON TOMORROW: Planning for the Future, While Preserving the Past

Draft as of 04/26/2024

ACKNOWLEDGMENTS

PLANNING & ZONING BOARD

Merle Seamon, Chair
Mike Kouskoutis, Vice-Chair
Justin Vessey
Robert Rockelein
Derla Early
Nick Zembillas
Georganna Frantzis
Susan Swenson

OTHER CITY ADVISORY BOARDS & COMMITTEES

Board of Adjustment
Heritage Preservation Board
Sustainability Committee
Parks & Recreation Board
Public Art Committee
Code Enforcement Board
Library Board
Budget Advisory Board

2023 COMPREHENSIVE PLAN STEERING COMMITTEE

Anita Protos
Jim Kolianos
Peter Dalacos
Robin Saenger
Mark Gianeskis
Dr. Carrie Root
Dr. Ellyn Theophilopoulos
Dean Prodromitis
Leza Fatolitis
Ryan Doddridge
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Cyndi Tarapani
Annie Dabbs
Dr. Tina Bucuvalas
Jean Hungeville
Julie Russell
Eric Rimel
Manny Tsesmelis
Michelle Croxton
Kate Perfidio
Ron Haddad

BOARD OF COMMISSIONERS

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Michael Eisner, Vice Mayor
Panagiotis Koulias, Commissioner
John Koulianos, Commissioner
Frank DiDonato, Interim Commissioner

CITY STAFF

Renea Vincent, AICP, CPM - Planning Director
Patricia L. McNeese, AICP - Planning Supervisor
Alexandra (Allie) Keen, AICP - Principal Planner
Caroline Lanford, AICP, CTP - Principal Planner

CITY MANAGER

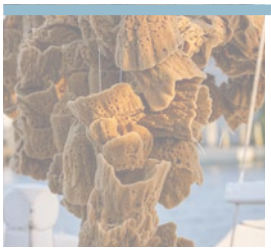
Mark L. LeCouris

CONSULTANT

Benesch

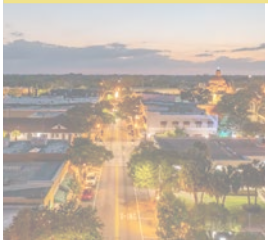
Tarpon Springs

CONTENTS



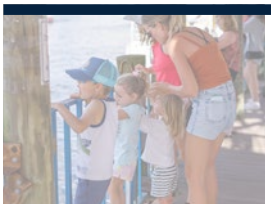
INTRODUCTION 5

Purpose 5
Major Changes to Plan 5
Alignment with Other Significant Policy/Planning Documents 5
Executive Summary of Major Findings 6
Plan Organization 7
Background, Population & Employment 8



SMART GROWTH & REDEVELOPMENT 13

Housing Element 15
Future Land Use Element 19
Transportation Element 29
Coastal Management Element 37



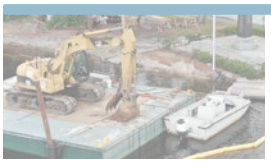
QUALITY OF LIFE 43

Conservation Element 45
Recreation/Open Space Element 51
Life Long Learning Element 55



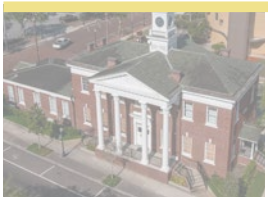
CULTURE, HERITAGE & PRESERVATION 59

Historic Preservation Element 61



INFRASTRUCTURE 65

Utilities Element 67
Capital Improvements Element 75



GOOD GOVERNANCE 81

Plan Administration Element 83
Property Rights Element 89
Intergovernmental & Interagency Coordination Element 93



SUPPLEMENTAL DOCUMENTS

Map Series *(Adopted)*
Future Land Use Categories & Rules Table *(Adopted)*
Definitions *(Adopted)*
2023 Data & Analysis
Implementation Work Plan
Sustainability Plan Crosswalk
Community Engagement Summary Report



INTRODUCTION



Purpose

In September of 2021 the City began the process of updating the Comprehensive Plan (the Plan) to comply with the requirements of the City's Charter as well as the requirements of Florida Statutes' EAR-Based amendments process. The update includes extensive community engagement and active participation of the City's Planning and Zoning Board. This update is intended to build upon and augment the previous versions of the Plan. The most recent EAR-Based amendments were conducted in 2016/17. Past versions of the Comprehensive Plan (first adopted in 1989, and subsequent amendments) are recognized as legacy reference documents to be utilized whenever necessary to provide the history and clarity to goals, objectives, and policies that have long been included in the Plan.

Concurrent with this update the City also embarked on drafting the City's first Strategic Plan in over 20 years, which also serves to inform this update to the Comprehensive Plan. The elements of the Comprehensive Plan are organized under the six "Focus Areas" of the Strategic Plan to further coordinate short, medium and long-term planning actions under a common framework. A full Strategic Plan Alignment is provided for each individual element.

Major Changes to the Plan

- ⇒ Edits per Florida Statutes and the Countywide Planning Authority.
- ⇒ Updated maps and data.
- ⇒ Creation of a "Place Based Area Map".
- ⇒ Consolidation of Future Land Use Categories and re-naming of map categories to align with the Countywide Planning Authority.
- ⇒ Removal of outdated policies or completed actions.
- ⇒ Deletion of repetitive policies across multiple elements.
- ⇒ Reorganization based on Strategic Plan Focus Areas.
- ⇒ Updates based on community engagement and advisory board participation.

Alignment with Other Significant Policy/Planning Documents

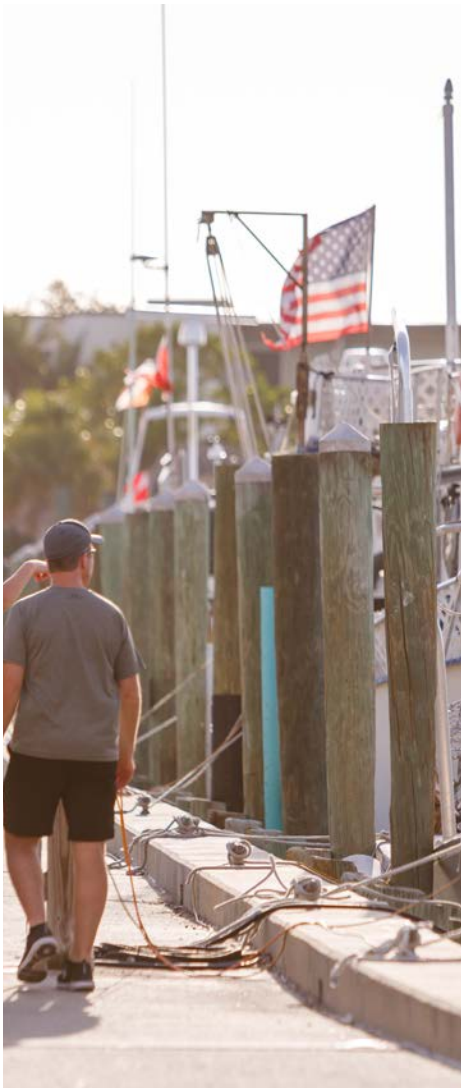
During the update process, the City was concurrently completing a Sustainability Action Plan, and Vulnerability Assessment and Action Plan. These plans served as valuable reference documents and have influenced the modification of existing policies, as well as creation of new policies to align the Comprehensive Plan with the Sustainability Action Plan and the Vulnerability Assessment and Action Plan. Two other major initiatives occurring concurrently with the Comprehensive Plan update are the Sponge Docks and Hope-Athens Community Placemaking plan and the Central Tarpon Springs CRA development. Both of these planning efforts are recognized within the Comprehensive Plan, with policy inclusions in support of both.

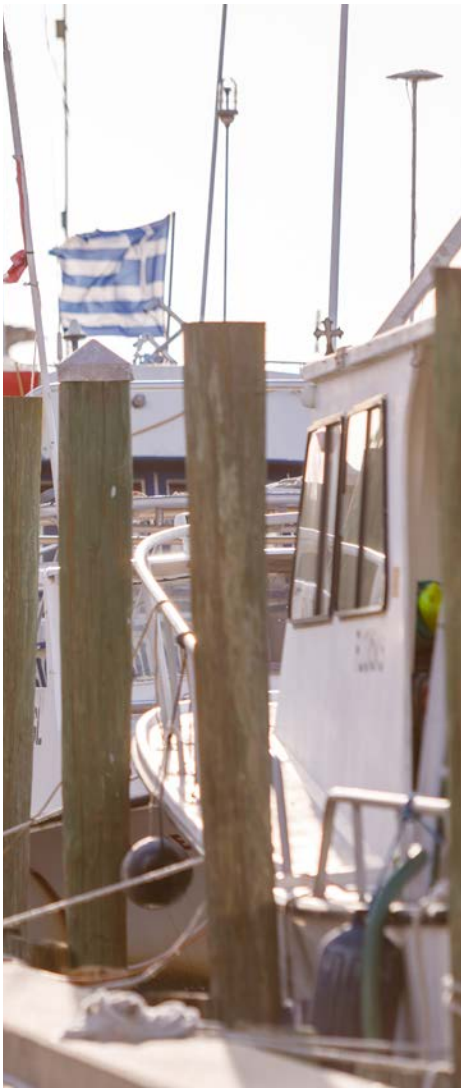


Executive Summary of Major Findings

- Population growth is expected to increase by approximately 2,600 persons from 25,849 (April 2023 estimate) at a slow incremental pace to approximately 28,465 persons by the year 2040. Recently completed residential projects and "pipeline" projects (approved but not yet constructed) are expected to accommodate approximately 48% of new residents.
- The number of "households" is projected to increase from 11,300 by approximately 1,306 units through 2040. The City has enough housing units currently to satisfy this increase in household demand, however over 900 units are classified as seasonal, recreational, or occasional use, which limits availability to meet demands. The most recent available data indicated an estimated total vacancy rate is 13.4% (1,749 units).
- The City's "functional" population (includes seasonal and utility service areas) is expected to increase from 34,789 (2020) to 36,915 by the year 2040.
- Total Employment is projected to increase by approximately 2,945 jobs from 16,932 (2020 estimate) jobs to 19,877 in 2050. The majority of job growth will continue to come from service sector employment.
- The City has sufficient available land to accommodate expected population growth and economic expansion with no increases to density or intensity.
- The City has sufficient water and sewer capacity to accommodate expected population growth and economic expansion over the 20-year planning horizon and beyond.
- The population per square mile increased by 175 persons from 2,577 in 2010 to 2,752 in 2020.







PLAN ORGANIZATION

The Comprehensive Plan Elements are grouped under corresponding "Focus Areas" of the City's Strategic Plan. There are thirteen unique Plan Elements, each addressing a specific topic area and specific goals, objectives, and policies. Each element of the Comprehensive Plan is equally important and must be internally consistent.

STRATEGIC PLAN FOCUS AREAS / Comprehensive Plan Elements Alignment



As established in the Plan Administration element, each individual element of the Comprehensive Plan is comprised of a series of applicable goals, objectives and policies.

Goal

The long-term result toward which actions or programs are directed.

Objective

A measurable and achievable outcome associated with a goal.

Policy

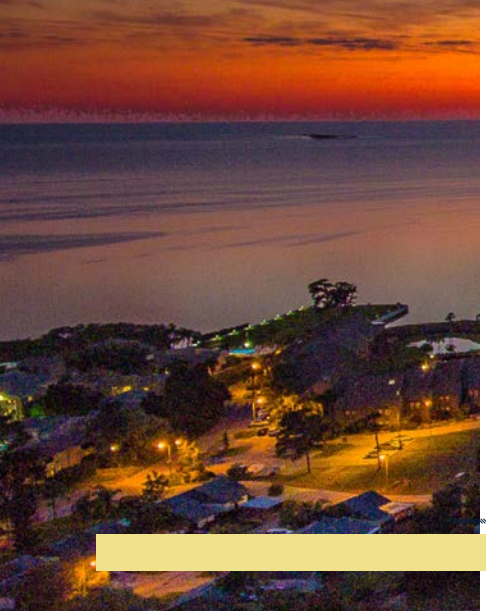
Defines the standard, intent, direction or result to advance an objective.

Within each element, the goals, objectives, and policies are indicated by an element abbreviation following by a numbering hierarchy, as shown below utilizing the Future Land Use Element as an example:

FLU 1 (Future Land Use Element Goal 1)

FLU 1.1 (Future Land Use Element Objective 1.1)

FLU 1.1.1 (Future Land Use Element Policy 1.1.1)



BACKGROUND, POPULATION & EMPLOYMENT

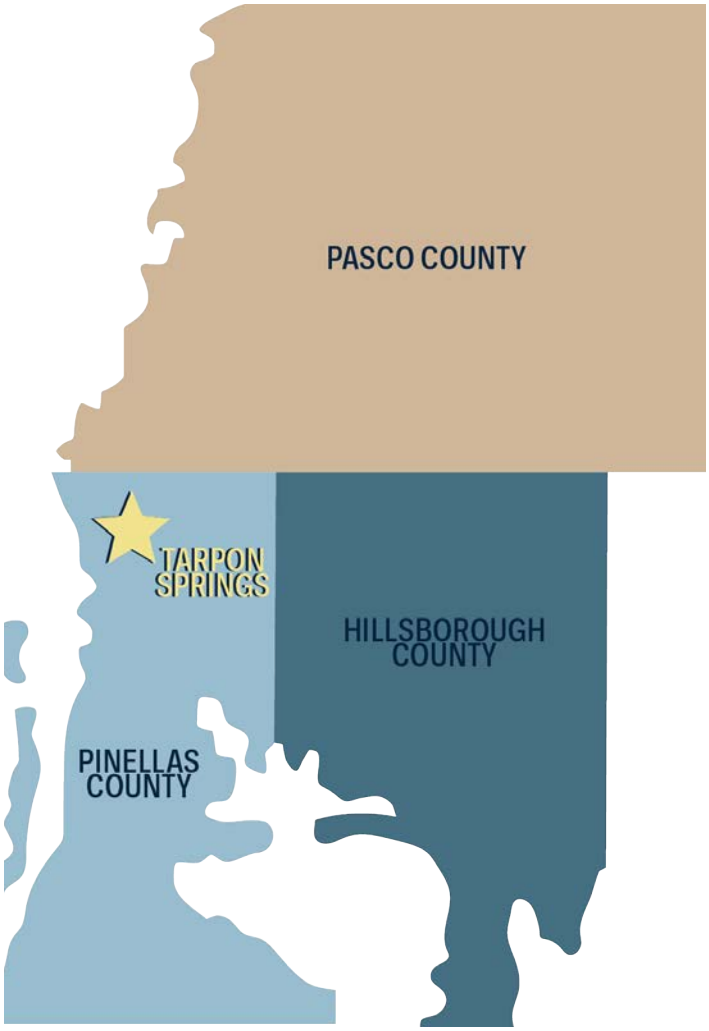
Location and Background

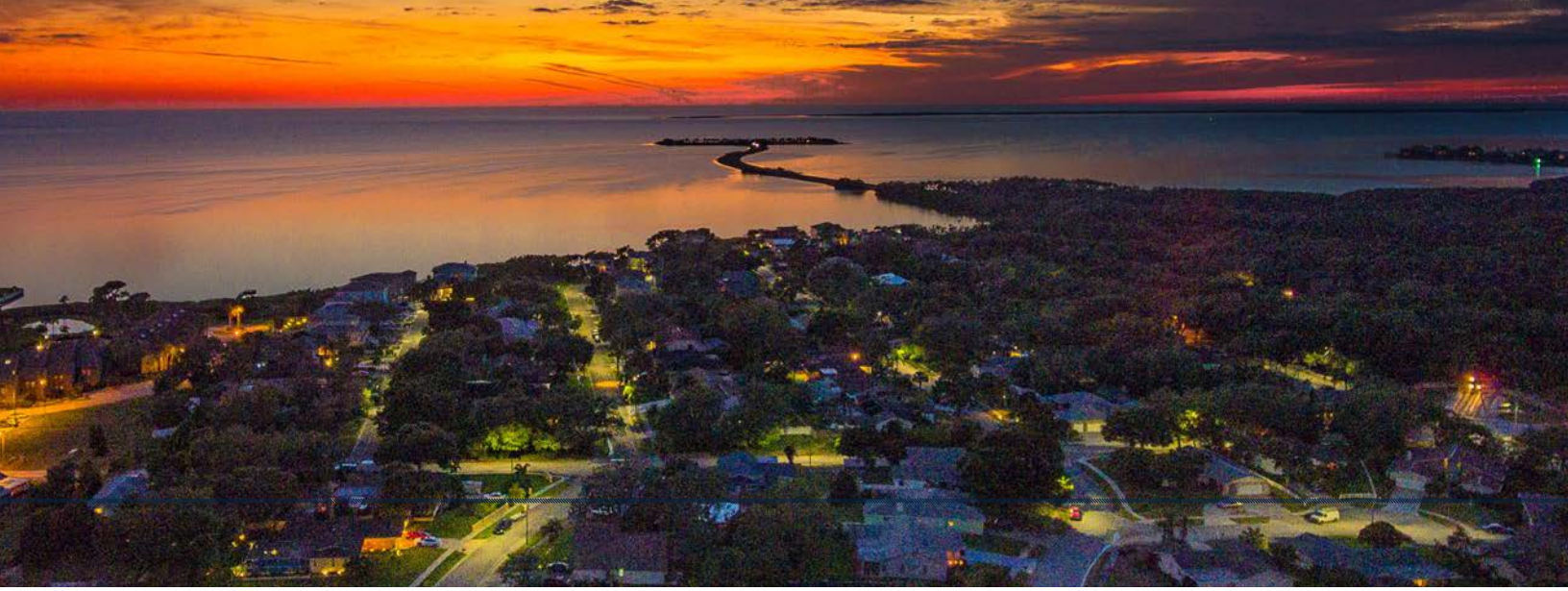
Tarpon Springs, known for its rich Greek heritage and sponge diving industry, was incorporated in 1887 and is generally bounded by the Pasco County line to the north, Klosterman Road to the south, the Gulf of Mexico to the west, and Lake Tarpon and the Salt Lakes to the east. Tarpon Springs is the northernmost part of the peninsula that is Pinellas County. The city has approximately 9.26 sq mi of land and 8.67 sq mi of waters. The City offers opportunities for boating, fishing, and other water-related activities and is a popular tourist destination, offering a blend of history, culture, and natural attractions. The city has many parks and recreational areas, providing opportunities for outdoor activities, picnics, and enjoying the natural beauty of the region.

The City has a strong Greek cultural influence, with a significant Greek American population. This is evident in the architecture, cuisine, and various cultural events held in the city. Tarpon Springs was once a leading sponge harvesting location in the United States and the city is nationally and internationally known for its historic Sponge Docks where visitors can explore shops, restaurants, and museums related to the sponge industry. The Greektown National Register of Historic Places (Traditional Cultural Property) was added in 2014. The City hosts the largest annual Epiphany Celebration in the western hemisphere, (a significant Greek Orthodox celebration) attracting visitors from around the world.

The City's downtown area is also recognized on the National Register of Historic Places and is a locally designated historic district. The downtown area boasts many unique shops and restaurants and has experienced a renaissance over the last 15 years, including specialty retail, breweries, distilleries, wine bars, and fine dining opportunities.

FIGURE 1: Location Map





Population and Employment Projections

Where possible, the City has relied upon data provided by the Shimberg Center for Housing Studies at the University of Florida, which are extrapolated from the County population projections provided by the Bureau of Economic and Business Research (BEBR) as well as, the U.S. Census Bureau 2018-2022 American Community Survey 5-Year Estimates. Generally, population projections are the analysis trends in births, deaths, in-migration and out-migration and are extrapolated out over a 20-30 year planning period. Other data sources include Forward Pinellas 2050 TAZ Socio-Economic Projections.

POPULATION

The population of Tarpon Springs has experienced slow incremental growth over the past two decades with an increase of 11.8% from 2000 to 2010 and 6.95% from 2010 to 2020. The population for 2025 is estimated to be 26,324 residents, over 2,500 fewer residents than was previously projected during the last comprehensive plan update. As shown in **Table 1**, growth is projected to continue to increase, but at slower rates over the next 20 years. The city's estimated population as of April 2023 was 25,849. The 20-year population projection for 2040 is 28,465 residents, an overall population increase of approximately 2,600.

TABLE 1: Tarpon Springs Permanent Population Projections

	2010	2020	2025	2030	2040	2050
POPULATION	23,484	25,117	26,324	27,150	28,465	29,538

Source: Florida Housing Data Clearing House Population and Household Projections, 2022

For the purpose of planning for utilities, the city utilizes the 'functional' population that includes seasonal population and utility users outside of the city limits, as shown in **Table 2**.

TABLE 2: Functional Population Projections

	2020	2025	2040	2050
MUNICIPAL & SEASONAL POPULATION	30,885	31,898	32,289	32,313
MUNICIPAL, SEASONAL, & UTILITY SERVICE AREA POPULATION	34,789	36,180	36,915	36,963

Source: Forward Pinellas 2050 TAZ Socioeconomic Projections

ACCOMMODATING PROJECTED POPULATION & HOUSEHOLD GROWTH

The methodology utilized to project needed land for residential units assumes that the average household size will remain constant through the planning period. The 2018-2022 American Community Survey reports the persons per household as 2.20. The number of vacant units, units currently under construction (see **Table 18** in the Housing Section), and the amount of vacant land (See **Table 22** in the Future Land Use Section) provide the basis for assuming that population and household growth can be accommodated. Further, expected development strategies such as infill and accessory dwelling units will accommodate additional growth.

The City's projected population through 2040 indicates a need for approximately 12,600 housing units to accommodate existing and future households. The City's current inventory of housing units (13,049 units) *exceeds* this projected need. However, vacancy rates, driven by seasonal and occasional occupancy, continue to remove units from permanent availability. At the current time over 1,700 units are classified as vacant, of which over 900 are classified as seasonal or occasional use.

EMPLOYMENT GROWTH

Employment is projected to grow over 17% over the next three decades from just under 17,000 jobs in 2020 to just under 20,000 jobs by 2050. The commercial and service sectors are projected to grow, while industrial employment is predicted to see a slight decrease. **Table 3** indicates areas of projected employment growth through 2050.

TABLE 3: Employment Projections

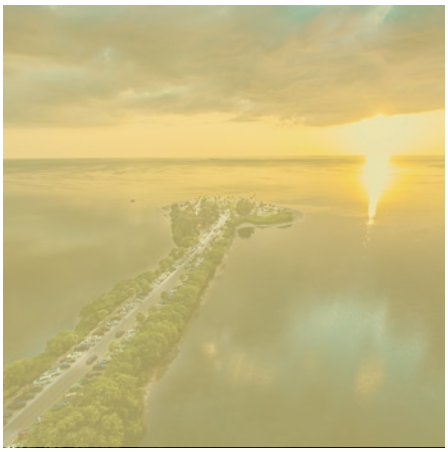
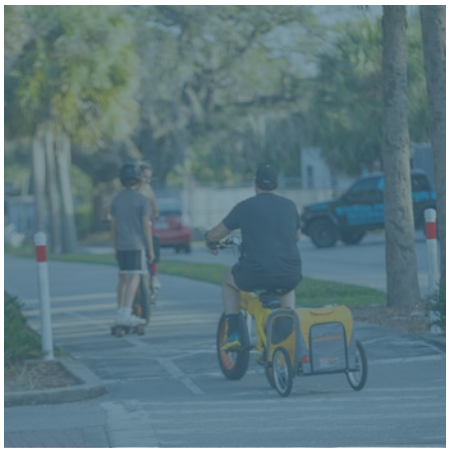
YEAR	INDUSTRIAL EMPLOYMENT	COMMERCIAL EMPLOYMENT	SERVICE EMPLOYMENT	TOTAL EMPLOYMENT
2020	3,057	4,042	9,833	16,932
2050	3,020	4,743	12,114	19,877
% CHANGE	**-1.2%**	**17.3%**	**23.2%**	**17.4%**

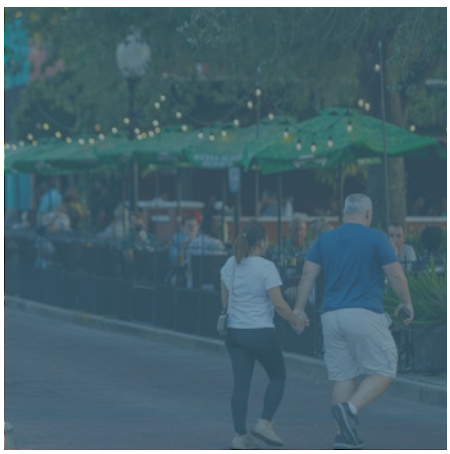
Source: Forward Pinellas 2050 TAZ Socioeconomic Projections




currents
restaurant




COMET
SHOP








SMART GROWTH & REDEVELOPMENT

The Housing, Future Land Use, Transportation and Coastal Management Elements correspond to the following goals from the Smart Growth & Redevelopment Focus Area of the City's Strategic Plan:

- ⇒ **GOAL D.1:** Expand and diversify local employment opportunities that support a living wage.
- ⇒ **GOAL D.2:** Attainable housing for all income levels.
- ⇒ **GOAL D.3:** A vibrant, life-long community where people can meet all daily needs of living and comfortably "age in place".



H HOUSING ELEMENT

Ensuring there is a range of adequate, safe housing available to current and future residents is essential to the stability of the City and it's overall quality of life. Potential land available for development is limited throughout the city, therefore, it is expected that meeting the housing needs will likely occur through infill development. Updates to the Housing Element recognize this, by setting policies that encourage context-sensitive infill development in order to promote growth within the city, while being respectful and mindful to the established character and lower-density development pattern.

The Housing Element establishes policies that encourage a range of housing types to meet the needs of all income levels and individual preferences, while also protecting the stable neighborhoods throughout the community.

Strategic Plan Alignment

The revised Housing Element aligns with the following goals and objectives of the City's Strategic Plan:

- ⇒ **Goal C.1:** Protect the City's unique cultural heritage and identity.
- ⇒ **Goal C.2:** SMART growth and redevelopment that incorporates historic community characteristics.
- ⇒ **Objective C.2.2:** Strengthen the comprehensive and land use regulations with stronger adherence to historic community characteristics.
- ⇒ **Goal D.2:** Attainable housing for all income levels.
- ⇒ **Objective D.2.2:** Encourage infill redevelopment through incentives for vacant and unkept properties.
- ⇒ **Goal D.3:** A vibrant, life-long community where people can meet all daily needs of living and comfortable "age in place".

2023 Update Summary

Updates to the goals, objectives and policies address:

- ⇒ Language that is outdated due to changes in regulations, operations and/or entities.
- ⇒ Simplification and clarification of policy language for ease of reader.
- ⇒ Removal of policies that are no longer applicable or are duplicative.
- ⇒ New policies addressing context-sensitive infill development.
- ⇒ New policies offering protections of existing mobile home parks/mobile homes.

Goals, Objectives, and Policies

H 1: PROVIDE A MIX OF HOUSING TO MEET THE NEEDS OF THE EXISTING AND FUTURE POPULATION.

H 1.1: Support the development of context sensitive infill housing.

H 1.1.1: Consider options, including increasing density allowances and/or providing for density bonuses for affordable and context sensitive infill housing to incentivize very-low income, low-income, and moderate-income housing.

H 1.1.2: Continue to support and evaluate the effectiveness of the following principles and criteria guiding the location of very low-, low- and moderate-income housing in the land development code Consider options, including:

- Small lot sizes.
- No minimum house sizes.
- Zero lot line development.
- Allowing manufactured housing to locate on individual lots.
- Cluster development.
- Less restrictive setback requirements.

- Allowing more than one principal building on one lot (i.e. cottage courts).
- Reduced parking minimums.
- Increased maximum accessory dwelling unit sizes.
- Recognition of legal nonconforming lots of record.

H 1.1.3: Continue to allow accessory dwelling units in residential and mixed-use districts.

H 1.1.4: Continue community-led strategic planning efforts in the Union Academy neighborhood, Greektown, and other vulnerable areas of the city subject to gentrification.

H 1.1.5: Continue to support the land development code which allows for Residential Living Facilities consistent with Chapter 419 *Florida Statutes*.

H 1.1.6: Utilize and amend as necessary the land development code to provide for a variety of housing types, particularly context sensitive infill housing.

H 1.2: Assist the Housing Authority, non-profit organizations, and the private sector to preserve the supply of affordable housing for all current and future residents.

H 1.2.1: Provide information and technical assistance to the private sector to maintain a housing production sufficient to meet the need for housing choice and affordability.

H 1.2.2: Continue to assist interested parties, of very low, low and moderate income residential units along with other county and state agencies that administer housing programs (such as the City of Tarpon Springs Housing Authority, Pinellas County Community Development Department, the Florida Housing Finance Corporation and the U.S. Department of Housing and Urban Development.

H 1.2.3: Develop and implement affordable housing incentives/provisions within current and future Community Redevelopment Areas (CRAs).

H 1.3: Encourage workforce and affordable housing to locate in proximity to places of employment and transit facilities.

H 1.3.1: Define workforce housing as the housing needs of households whose median income is between 80 and 140 percent of the area's median income, with no more than 30 percent of their income spent on housing costs.

H 1.3.2: Give priority to assisting affordable and workforce housing projects that are proximate to employment, public transportation, and/or a range of public services.

H 1.3.3: Evaluate and amend existing bonus density/intensity criteria within the Land Development Code to incorporate methods and incentives from the Pinellas County Housing Compact.

H 1.4: Ensure adequate services and infrastructure are available to support the housing needs of the existing and future population.

H 1.4.1: Continue to review housing development proposals with the Technical Review Committee (TRC).

H 1.4.2: Ensure housing developments meet and/or exceed the accessibility the requirements of Americans with Disabilities Act.

H 1.4.3: Continue to enforce site plan review and building permit processes that requires new housing development to locate where public facilities and services are available or require the developer to provide new public facilities in accordance with the adopted level of service standards in the Comprehensive Plan.

H 1.5: Continue to review and revise as needed the housing delivery process.

H 1.5.1: Develop an expedited review process for all housing applications.

H 1.5.2: Evaluate methods to offset impact fees, permit fees, inspection fees, etc. to lower overall housing construction costs.

H 1.5.3: Periodically review land development codes and the permitting processes, and amend as needed to meet housing needs, while continuing to ensure the health, welfare, and safety of the residents.

H 1.5.4: Explore opportunities to improve the efficiency of the building permit fee payment process.

H 1.5.5: Explore opportunities to improve and expedite the building permit approval process to increase efficiency.

H 1.5.6: Continue to review, and amend as necessary, submission deadlines and public notification requirements.

H 1.6: Continue to utilize the Pinellas County Housing Trust Fund, State Housing Initiatives Partnership Program (SHIP) funds, and the Community Development Block Grant (CDBG) program.

H 1.6.1: Continue to disseminate information regarding Pinellas County's Housing Trust Fund, SHIP funds, CDBG funding and any other programs Pinellas County provides for affordable housing.

H 1.7: Coordinate relocation of displaced persons with the Pinellas County Community Development Department, Pinellas County Housing Authority, and the Tarpon Springs Housing Authority.

H 1.7.1: Ensure that adequate housing is available for relocation needs prior to the issuance of any development order which necessitates the relocation of existing residents.

H 1.8: Recognizing the value of mobile and manufactured homes as naturally occurring affordable housing, identify appropriate locations for new mobile home developments and protections for existing mobile home developments.

H 1.8.1: Allow new manufactured home developments in areas where supported by the existing land use density and outside vulnerable areas, such as the Special Flood Hazard and Coastal High Hazard areas.

H 1.8.2: Recognize and protect existing mobile and manufactured homes from non-affordable housing redevelopment.

H 1.8.3: Incentivize the replacement of existing mobile homes with HUD compliant, wind-loaded structures.

H 1.8.4: Evaluate and amend, if necessary, the Mobile Home Park (MHP) zoning district standards in the Land Development Code.

H 1.9: Ensure housing meets the minimum construction code and health standards.

H 1.9.1: Continue to work toward the elimination of substandard housing conditions, and for the structural and aesthetic improvement of existing housing.

H 1.9.2: Continue to support the demolition program enforced by the Tarpon Springs Police Department.

H 1.9.3: Establish principles to guide conservation, rehabilitation and demolition program techniques and strategies.


X-ING

FUTURE LAND USE ELEMENT

Considering the current and future needs of the community, the Future Land Use Element (FLU) serves as a guide to the future development and redevelopment of the city. Thoughtful planning of the built and natural environment improves the quality of life of residents and visitors and ensures a sustainable future for the city.

To support the future development and redevelop goals of the community, the FLU establishes a set of goals, objectives, and policies and a Future Land Use Map (FLUM), which describes the appropriate location of future development through the use of various land use categories. Each land use category outlines the types of uses allowed and standards for density and intensity.

The FLU also establishes the 'Place-Based Area Map'. This map recognizes unique areas, existing planned areas and stable neighborhoods, and identifies areas of change and transition where additional planning efforts should occur. This map is intended to provide an overall guidance when applications are being reviewed for changes in future land use, rezonings, annexations and similar applications. Further, this map is intended to "link" applicable place-based policies and objectives throughout the Comprehensive Plan to specific areas where those policies should be considered.

Each element of the Comprehensive Plan is equally important and must be internally consistent. The FLU incorporates and implements the central themes of each of the plan's elements and serves as the tool that will shape the future of the city and how the city intends to get there.

Strategic Plan Alignment

The revised Future Land Use Element aligns with the following goals and objectives of the City's Strategic Plan:

- **Objective B.1.2:** Reduce loss and improve health of wetlands and buffers (mitigate invasive species).
- **Objective B.2.2:** Reduce urban heat islands and increase shade tree plantings.
- **Objective B.2.3:** Assess and amend tree preservation ordinances.
- **Goal B.3:** A safe, pedestrian-friendly community.
- **Objective D.1.3:** Develop a plan for remaining developable land (north side of the river).
- **Goal D.2:** Attainable housing for all income levels.
- **Objective D.2.1:** Develop plan for attainable housing (all income levels).
- **Objective D.2.2:** Encourage infill redevelopment thru incentives for vacant and unkept properties.
- **Goal D.3:** A vibrant, life-long community where people can meet all daily needs of living and comfortably "age in place".
- **Objective D.3.1:** Evaluate/Study the linkage between walkability, multimodal transportation, and attainable housing to inform areas most suitable for mixed use redevelopment.
- **Objective D.3.2:** Identify unmet needs of daily living within the city and develop strategies to address those needs.

2023 Update Summary

Updates to the goals, objectives and policies address:

- Establishment of the new 'Place Based Area Map'
- Renamed, combined, and added FLUM categories to be consistent with Countywide Plan and to simplify.
- Removal of duplicative policies.
- Removal of regulatory policies that should be or are already in the Land Development Code.
- Removal of policies that should be within a different element.
- Removal of '9J-5' references.

Goals, Objectives, and Policies

FLU 1: PROTECT THE CULTURAL HERITAGE, HISTORIC RESOURCES, TOURIST ECONOMY AND NATURAL RESOURCES OF THE CITY THROUGH SUSTAINABLE LAND USE POLICY.

FLU 1.1: Ensure that all development is reviewed for consistency with all elements of the Comprehensive Plan.

FLU 1.1.1: Restrict the future expansion of nonconforming uses, and the establishment/expansion of uses not compatible with the established character of adjoining uses and the surrounding neighborhood.

FLU 1.1.2: Protect the use of th City's natural resources including waterwells and wellhead protection areas, beaches, shores, estuarine systems and wetlands in accordance with the recommendations and policies of this element and of the Coastal Management and Conservation Elements.

FLU 1.1.3: Protect historic resources through participation in the Certified Local Government program and the Heritage Preservation Program and standards of the Land Development Code and the Historic and Cultural Resources Element.

FLU 1.1.4: Evaluate and regulate the impacts of non-residential land uses in primarily residential areas through the City's regulating plans' performance standards.

FLU 1.1.5: Limit the use of eminent domain for projects deemed to have a beneficial interest to the general public, such as parks, government buildings, and other public uses.

FLU 1.1.6: Restrict the development of heavy industrial uses to areas currently designated as I (Industrial).

FLU 1.1.7: Protect the City's remaining industrially designated lands from incremental land use amendments to non-industrial uses.

FLU 1.1.8: Evaluate the permitted and conditional uses within the City's industrial zoning districts and amend, where necessary, to protect the integrity of the industrial designations and priority use of these areas for primary job creation.

FLU 1.2: Encourage context sensitive infill and redevelopment in the City's designated Downtown Community Redevelopment Area and the Sponge Docks working waterfront and tourist area.

FLU 1.2.1: Periodically evaluate and amend as necessary the Sponge Docks and Community Redevelopment Area Special Area Plan and associated regulating plans with the intent of:

a) Diversifying uses.
b) Expanding the tourist base.
c) Integrating the needs of the sponging industry and working waterfront with the tourist economy.
d) Integrating the cultural heritage with the tourist economy.
e) Preserving the local commercial fishing and shrimping industry.
f) Addressing parking and access.
g) Connecting the Downtown and the Sponge Docks.
h) Possible expansion of the boundary to include areas identified as 'Neighborhood Traditional' on the Place Based Area Map.

FLU 1.3: Encourage development / re-development that promotes sustainable urban development patterns.

FLU 1.3.1: Require development proposals to evaluate, protect and preserve wetlands and areas of significant upland habitat.

FLU 1.3.2: Protect significant upland habitat on project sites exceeding 1 acre through the following standards:

a) Maximum Impervious Surface: 50%
b) Minimum Open Space: 30% (Open space shall be reserved adjacent to wetlands to the maximum extent possible)
c) Where these standards conflict with the underlying future land use designation, the more restrictive requirement(s) apply.

FLU 1.3.3: Utilize Transferable Development Rights/Density Averaging, consistent with Article 5 of the Countywide Rules, for the following purposes:

a) To protect environmentally sensitive lands.
b) Promote infill development.
c) Redirect population growth away from the Coastal High Hazard Area (CHHA).

FLU 1.3.4: Proposals utilizing transferable development rights/density averaging shall be evaluated for compatibility with the surrounding area.

FLU 1.3.5: Review permitted and conditional uses of the City's regulating plans to support urban agriculture uses such as hydroponic crop production, self-sustainable urban farming, and local food production, community gardens and cooperatives, and vegetable/produce stands.

FLU 1.3.6: Evaluate the areas designated as 'Neighborhood Suburban' on the Place Based Area Map for inclusion of context-sensitive, non-residential uses, such as pop-up commercial, corner stores, neighborhood markets, and accessory commercial units. This shall be implemented through a community-based planning process.

FLU 1.3.7: Property proposed for annexation into the City shall be annexed at an equal or lesser intensive land use category than the current Pinellas County land use designation of that property. A land use amendment to a more intensive category must be requested separately after the annexation is complete.

FLU 1.3.8: For all non-residential uses a minimum of 50% of the parking stalls provided which exceed the required number of spaces (overflow parking) as outlined in the Land Development Code must be in the form of pervious surface.

FLU 1.3.9: Restrict commercial uses from developing along Keystone Road, and other County, State, and local roadway corridors where commercial uses are not presently dominant.

FLU 1.3.10: Evaluate and amend the Land Development Code and SmartCode for opportunities to bring nonconforming site features, such as landscaping and stormwater, into compliance as a part of the redevelopment process.

FLU 1.3.11: Amend the Land Development Code to prioritize tree plantings over parking spaces.

FLU 1.3.12: Evaluate and establish requirements in the Land Development Code and SmartCode to reduce parking and increase tree plantings for properties identified on the Heat Severity Map (**See Figure 39 in the Map Series Supplemental Document**) as 'Moderate to High' and 'Severe'. These requirements shall apply to new construction and redevelopment/rehabilitation.

FLU 1.3.13: Explore potential incentives to increase tree plantings as a part of the development process.

FLU 1.3.14: Considering stormwater and tree canopy preservation needs, evaluate and amend the Land Development Code to establish impervious surface ratio (ISR) for residential development.

FLU 1.4: Promote energy conservation by encouraging rehabilitation of existing structures and new construction to utilize energy efficient design.

FLU 1.4.1: Promote sustainable communities by encouraging green building practices that conserve natural resources and reduces monthly operating costs.

FLU 1.4.2: Provide incentives in the City's regulating plans, such as flexibility of zoning dimensional criteria and floor area ratio (FAR) bonuses for developments that utilize the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) principles or the Florida Green Building Coalitions' Green land development and building standards.

FLU 1.5: Evaluate various potential growth patterns for impacts upon the City's ability to provide long term sustainable services to the City's residents.

FLU 1.5.1: Conduct an economic development analysis and draft an Economic Development Element that considers the following:

a) Asset-based economic development strategy.
b) Cost of growth analysis.
c) Impacts of formula-based uses on local businesses.

FLU 2: PROVIDE FOR A VIBRANT, LIFELONG COMMUNITY WHERE PEOPLE CAN MEET ALL DAILY NEEDS OF LIVING.

FLU 2.1: Utilize the Place Based Area Map to protect unique neighborhoods, cultural assets, coastal areas, recreation and tourism, and other community assets and to guide future development and redevelopment.

FLU 2.1.1: When making decisions to amend the Future Land Use Map or Zoning Atlas, the Place Based Area Map and area descriptions shall be considered.

FLU 2.1.2: The following Place Based Area Map areas and descriptions are established:

a) **Agriculture/Residential Estate:** Incorporated areas in the eastern area of the City, and adjacent unincorporated areas of Pinellas County, characterized by agricultural and estate residential development patterns where large lots (minimum 0.5 - 2 acres), hobby farms, horse farms, dog kennels, and a more rural lifestyle is possible.

b) **Neighborhood Suburban:** Established suburban neighborhoods with limited infill opportunities. These areas may have historically developed at lower than allowable density as designated by the Future Land Use Map. Opportunities for new housing include accessory dwelling units and evolution of single family homes to 1, 2, 3, and 4 family units and context-sensitive, non-residential uses, such as pop-up commercial, corner stores, neighborhood markets, and accessory commercial units

c) **Neighborhood Traditional:** Areas characterized by early traditional development patterns with well established street grids, connectivity and walkability. Ideally these areas would be best preserved through conservation districts, form-based codes, and context sensitive infill development that could include housing types of 1, 2, 3, and 4 family dwellings, cottage courts and accessory dwellings. These areas provide easy accessibility to the Sponge Docks and Downtown and are desirable for those seeking a more urban lifestyle with easy access to destinations, restaurants and shopping.

d) **Special Area Plan:** Areas guided by existing Special Area Plan(s) that supersede traditional Future Land Use Map categories. These areas include the Sponge Docks, Downtown/CRA, and the Meres Town Center.

e) **Transitional:** Areas where transition is already happening, or development pressures are not in alignment with Future Land Use Categories. These areas include the industrial and residential areas north of the Anclote River and the US 19 corridor. Specific area and corridor plans should be prepared to manage future growth and transition of the areas.

f) **Waterfront Mixed:** Areas characterized by water dependent uses such as marinas, commercial fishing, sponging, and charter boats. Limited residential, low-impact tourist related uses, and accessory uses that support the working waterfront nature of the areas is appropriate but should not dominate the future development of the area.

g) **Working Waterfront Intensive:** Marine industrial areas characterized by intensive marine related industries such as boat building, boat repair and storage with less intensive marine accessory uses such as boat launching and traditional wet and dry slip marinas.

h) **Environmental Reserved:** Anclote River, Gulf of Mexico, and bayou shoreline areas either currently protected, or that should be protected through acquisition, conservation easements, or other similar methods, when opportunity exists. These areas include lands subject to sea level rise and coastal flooding, natural habitat areas and wetlands. The Environmental Reserved Areas may overlay other Place-Based Areas on the Map.

i) **Restricted:** This area is restricted by recorded covenants limiting development to industrial or employment type uses.

FLU 2.1.3: Initiate and prioritize planning processes for special area/corridor plans for the areas identified as 'Transitional' on the Place Based Area Map by January 2026.

FLU 2.2: Establish a variety of complimentary residential, commercial, mixed use, institutional and employment land use designations that support smart growth and redevelopment that incorporates the historic community character and asset-based economic development.

FLU 2.2.1: Future Land Use Categories and the standards associated with each category will be described in the Future Land Use Categories Descriptions and Rules Table to be made part of this element.

FLU 2.2.2: The following residential, commercial, public, employment, and mixed use future land use categories are established:

a) Residential Categories:
   1) Residential Very Low (RVL)
   2) Residential Suburban (RS)
   3) Residential Low (RL)
   4) Residential Urban (RU)
   5) Residential Low Medium (RLM)
   6) Residential Medium (RM)

b) Commercial Categories:
   1) Retail & Services Neighborhood (R&SN)
   2) Retail & Services Limited (R&SL)
   3) Retail & Services (R&S)
   4) Resort (R)
   5) Resort Facilities Overlay [RFO]
   6) Public/Semi-Public (P/SP)

c) Employment Categories:
   1) Office (O)
   2) Employment (E)
   3) Industrial (I)

d) Mixed Use Categories:
   1) Activity Center (AC)
   2) Planned Redevelopment District (PRD)
   3) Multimodal Corridor (MMC)

e) Water Dependent Categories:
   1) Retail & Services - Water Dependent (R&S-WD)
   2) Industrial/Employment - Water Dependent (IE-WD)

FLU 2.2.3: The following preservation and recreation future land use categories are established:

a) Preservation (P)
b) Recreation/Open Space (R/OS)

FLU 2.2.4: Maintain a Future Land Use Map (FLUM) depicting the future land use category designations.

FLU 2.2.5: Future Land Use Categories established by Tarpon Springs will be consistent with the Countywide Plan Map.

FLU 2.2.6: Per Article 4 of The Countywide Rules, (effective date August 30, 2021) the following table is provided showing the City's Future Land Use Categories corresponding to appropriate Countywide Plan Map Categories.

Corresponding Future Land Use Categories & Countywide Map Categories

Plan Symbol	City Future Land Use Categories	Corresponding Countywide Map Categories
RVL	Residential Very Low	RVL
RS	Residential Suburban	RLM
RL	Residential Low	RLM
RU	Residential Urban	RLM
RLM	Residential Low Medium	RLM
RM	Residential Medium	RM
O	Office	O
RFO	Resort Facilities Overlay	R
R	Resort	R
R&SN	Retail & Services Neighborhood	R&S
R&SL	Retail & Services Limited	R&S
R&S	Retail & Services	R&S
R&S-WD	Retail & Services - Water Dependent	R&S
E	Employment	E
I	Industrial	I
IE-WD	Industrial/Employment - Water Dependent	I
P	Preservation	P
R/OS	Recreation/Open Space	R/OS
P/SP	Public/Semi-Public	P/SP
AC	Activity Center	AC
PRD	Planned Redevelopment District	PRD
MMC	Multimodal Corridor	MMC

FLU 2.3: Improve quality of life by providing diverse, well designed and walkable destinations while maintaining choices in housing, workplaces and travel options.

FLU 2.3.1: Update and implement the Multimodal Transportation Plan.

FLU 2.3.2: Prioritize residential development within a quarter mile of public transportation and needs of daily living.

FLU 2.3.3: Require developments/redevelopments of 40 acres or more to utilize one of the Future Land Use Mixed Use Categories established in this Element.

FLU 2.3.4: Amend the Land Development Code to require that single family attached and multi-family developments be designed to include orientation of the front door to a neighborhood sidewalk and street.

FLU 2.3.5: Mid-block and rear alleys should be utilized for access to parking, utilities, service and unloading areas in order to minimize the number of required curb cuts along primary access routes. Primary application shall be within the 'Special Area Plan' and 'Neighborhood Traditional' Place Based Map areas.

FLU 2.3.6: Amend the Land Development Code to prohibit drive-through/service windows from being located on building facades facing public streets.

FLU 2.4: Provide for an adequate supply of housing across all income levels.

FLU 2.4.1: Ensure the residential and mixed use categories allow for sufficient densities to support a range of housing types and choices.

FLU 2.4.2: Review and implement policies of the Countywide Housing Compact as they relate to land use, transportation, and density.

FLU 2.4.3: Review and amend accessory dwelling unit regulations in the Land Development Code and other regulating plans to further encourage their development.

FLU 2.4.4: Allow accessory dwelling units in residential or mixed use districts and do not count such units against the allowable designated density established by future land use or zoning.

FLU 2.5: Encourage the development of pedestrian-scaled mixed-use areas that offer a variety of retail and services with varying scales that compliment neighborhood character. Primary implementation of this objective shall be through the use of the Mixed Use Future Land Use Categories (AC (Activity Center), MMC (Multimodal Corridor, and PRD (Planned Redevelopment District)), as identified in the Future Land Use Categories and Rules Table.

FLU 2.5.1: Mixed-use areas are appropriate in Community Redevelopment Areas (CRAs), as well in proximity to existing activity centers, employment centers, large scale commercial developments, recreational facilities, and transit stops.

FLU 2.5.2: Mixed-use areas shall be well defined through the creation of focal points, as well as transition in scale, density, and intensity from center to edge.

FLU 2.5.3: Amend the Land Development Code to reduce parking requirements and create maximum parking standards for mixed-use areas.

FLU 2.5.4: Mixed-use areas shall comply with the requirements of the City's Multimodal Transportation District.

FLU 2.5.5: Open vistas and open spaces shall be integrated into the design of all mixed-use areas through inclusion in the special area plan.

FLU 3: ENSURE THAT NEW DEVELOPMENT AND REDEVELOPMENT IS CONSISTENT WITH THE PUBLIC FACILITY NEEDS OF CURRENT AND FUTURE RESIDENTS AND DISCOURAGE THE PROLIFERATION OF URBAN SPRAWL.

FLU 3.1: Protect the City's municipal water supply from encroachment by incompatible land uses and coordinate future land uses appropriate topography and soil conditions.

FLU 3.1.1: Require properties that have septic systems to connect to the central sewer systems as utilities become available.

FLU 3.2: Limit Coastal High Hazard Area densities to what can be safely sheltered or evacuated in accordance with county and regional hurricane evacuation plans.

FLU 3.2.1: Prohibit future land use map changes, rezonings, conditional uses, and planned development proposals that increase density within the Coastal High Hazard Area (CHHA). Within the Community Redevelopment Area, or an area designated with an approved Special Area Plan, a density increase within the CHHA for mixed use projects for residential above ground floor commercial only may be considered subject to meeting one of the following criteria identified below.

a) There is adequate public shelter space to accommodate the increased density when considering the entire Tarpon Springs Planning Area.
b) There is a demonstrated "no net increase" in density over the entire CHHA considering all land use amendments that have occurred since 2000. The City of Tarpon Springs shall maintain a tracking mechanism to ensure compliance.
c) There is an acceptable mitigation plan approved by the City of Tarpon Springs and Pinellas County Emergency Management.
d) The entire project (residential and non-residential components of a mixed use development project) complies with the Coastal High Hazard Area Design Standards of the City's Land Development Code.

FLU 3.2.2: The City has the right to permit and the Developer has the right to construct up to 362 dwelling units on the 16.61 acre parcel located at the southeast corner of the intersection of Meres Boulevard and South Pinellas Avenue. 215 residential units may be permitted and constructed on that site upon this Policy becoming effective. The remaining 147 residential units reflected in the Special Area Plan may be permitted and developed after the residential portion of the site as described in areas marked D and E of attachment C-01 of the Special Area Plan attached hereto is above the elevation of the Category 1 storm surge elevation model output published by the Tampa Bay Regional Planning Council in 2010.

FLU 3.3: Ensure availability of utility services necessary to support proposed development, discourages urban sprawl, and meets established Level of Service standards.

FLU 3.3.1: Require the issuance of development orders to comply with adopted levels of service in this Plan.

FLU 3.3.2: Discourage urban sprawl through the use of infill development and compact growth contiguous to existing developed areas to maximize the use of existing facilities.

FLU 3.3.3: Retain City owned property for future public facility use in accordance with the recommendations and policies of the Recreation and Open Space, Transportation, Utilities, and Capital Improvements Elements.

FLU 3.4: Ensure that dredge spoil disposal sites are coordinated and managed by the City of Tarpon Springs when required for intermittent recreational dredge projects and dredging of the federal channel within the Anclote River.

FLU 3.4.1: Utilize existing City owned property, where practical, as temporary dredge spoil disposal sites.

FLU 3.4.2: Coordinate with and assist the Army Corps of Engineers in procuring suitable temporary dredge spoil disposal sites for the federal channel within the Anclote River.



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TRANSPORTATION ELEMENT

Transportation systems connect people with places and opportunities – for housing, education, jobs, everyday needs, entertainment and community participation. Our transportation systems influence, and are influenced by, land use, economic, environmental, and social factors. Planning for the future of these interconnected systems shapes the form and function of our community. Safe and equitable mobility – the degree of ease and ability to move people and goods – and accessibility – the quality and convenience of movement to reach desired destinations – for all users is the primary focus of the Transportation Element.

Individual mobility needs vary with circumstance and over a lifetime as one grows from child to older adulthood. Collective transportation needs shift in response to changes in our society, economy, land development practices, infrastructure, and technology. Evolving mobility needs require adaptive responses to achieve a safe, convenient, equitable, and resilient transportation network for all users.

The Transportation Element provides for a safe, convenient, multimodal transportation system, coordinated with the FLUM and intended to support the other elements of the comprehensive plan. The element is coordinated with the plans and programs of Forward Pinellas (the City's metropolitan planning organization [MPO]), Pinellas Suncoast Transit Authority (PSTA), Pasco County Public Transportation (PCPT), and the Florida Department of Transportation. The Transportation Element establishes multimodal transportation goals, objectives and policies to meet the needs of all residents and visitors. Implementation of these goals relies on coordination with the County, regional, State and Federal partners.

Strategic Plan Alignment

The revised Transportation Element aligns with the following goals and objectives of the City's Strategic Plan:

- **Objective A.2.2:** Implement a Capital Improvements Plan that improves, restores, expands and modernizes our roads, sewers, waterways, utilities and other infrastructure.
- Objective B.3.1: Increase safe access to multi-modal transportation such as walking, biking, local transit, shuttle, waterways, etc.
- Objective B.3.2: Continue a sense of security by maintaining and supporting a high level of public safety commensurate with growth.
- Objective D.3.1: Evaluate/Study the linage between walkability, multimodal transportation, and attainable housing to inform areas most suitable for mixed use redevelopment.
- Objective D.3.2: Identify unmet needs of daily living within the City and develop strategies to address those needs.

2023 Update Summary

Updates to the goals, objectives and policies address:

- Removal of duplicative policies.
- Removal of '9J-5' references.
- Incorporates the latest data and versions of reports.
- Establishes safety as the highest priority.
- Recognizes the need to minimize the potential for transportation related deaths and serious injuries through planning, design, engineering, enforcement, and education.
- Directs the development of a Multimodal Master Plan for all roadways within City limits.

Goals, Objectives, and Policies

T 1: PROVIDE A SAFE, CONVENIENT, EQUITABLE, AND ENERGY EFFICIENT MULTIMODAL TRANSPORTATION SYSTEM TO IMPROVE QUALITY OF LIFE.

T 1.1: Develop and maintain a multimodal transportation system that:

- Minimizes the potential for transportation related deaths and serious injuries;
- Provides transportation options that increases mobility for all users and reduces dependence on single-occupancy motor vehicles;
- Adapts to changing needs, vehicles and technology; and
- Efficiently utilizes existing capacity and rights-of-way.

T 1.1.1: Maintain the Multimodal Transportation District (MMTD) and evaluate the 2007 Multimodal Quality of Service Analysis. Based on this evaluation, prepare and adopt a comprehensive Multimodal Master Plan.

T 1.1.2: Developments proposed in the MMTD must follow urban form and multimodal facility design standards as described in the Smartcode and contribute towards improving multimodal performance through the provision of on-site and/or off-site improvements necessary to mitigate transportation impacts.

T 1.1.3: Development within the Community Redevelopment Area must meet standards of intensity, diversity, design, and connectivity of land uses to establish a high concentration and variety of destinations that can be easily accessed by a variety of transportation modes as established in the Land Development Code.

T 1.1.4: Adopt standards for development and redevelopment in the MMTD to require:

a) On-site multimodal transportation infrastructure to provide connections to public sidewalks, cycling facilities, transit stops, buildings, parking, and adjacent land uses.
b) Shade trees, lighting, street furniture, and other amenities along sidewalks and at transit stops to improve the design and accessibility of the on-site multimodal transportation infrastructure.

T 1.1.5: Maintain the Smartcode to continually improve pedestrian and transit-oriented design.

T 1.1.6: Utilize a portion of tax increment revenues to fund multimodal improvements within the CRA as outlined in the CRA Plan. Periodically evaluate and revise the CRA Plan to update multimodal transportation priorities.

T 1.1.7: Monitor the progress of the MMTD.

T 1.1.8: Use multimodal performance measures to help evaluate the progress towards implementing the goals of the MMTD.

T 1.1.9: Coordinate with FDOT, Pinellas County and Forward Pinellas to mitigate anticipated impacts of redevelopment within the MMTD on the Strategic Intermodal System (U.S. 19).

T 1.1.10: Conduct a feasibility study and prioritize a context-sensitive multimodal extension of Disston Avenue from Curlew Place to Meres Boulevard/Mango Street, that, at a minimum, entails a shared-use path of at least 12 feet in width that can be utilized by emergency vehicles to improve connectivity throughout the city, particularly for emergency response and a direct connection to St. Petersburg College.

T 1.2: Take a complete streets approach towards mobility to safely meet the modal needs of all users regardless of age or ability.

T 1.2.1: Utilize traffic safety awareness programs, signage, signalization, intersection improvements, and access management strategies to eliminate traffic fatalities and serious injuries in coordination with Forward Pinellas and the implementation of the Safe Streets Pinellas Action Plan.

T 1.2.2: Require bicycle lanes be constructed where technically feasible, as part of new road construction or resurfacing projects with a highest priority on safety.

T 1.2.3: Require new sidewalks be constructed where technically feasible, as part of new or redeveloped commercial, residential, industrial and mixed-use projects.

T 1.2.4: Monitor crash data and assess the need for corrective action.

T 1.2.5: Evaluate and incorporate public comments from the 2022 Comprehensive Plan update process in the development of the Multimodal Master Plan.

T 1.2.6: Periodically review and amend as necessary, Land Development Code parking and parking lot design requirements.

T 1.2.7: Evaluate and maintain the wayfinding (signage) system for the Sponge Docks area and the Downtown District to improve functionality.

T 1.2.8: Provide pedestrian crosswalks as part of resurfacing or new construction projects. Prioritize locations for new crosswalks and evaluate existing crosswalks for necessity in the Multimodal Master Plan.

T 1.2.9: Require accommodations for bicycle and motorcycle parking in the Land Development Code.

T 1.2.10: Provide parking credits for projects that are adjacent to the Pinellas Trail.

T 1.2.11: Implement landscaping to improve the aesthetic quality of transportation facilities, promote traffic-calming, reduce runoff, provide shade, reduce heat island affects, and buffer adjoining land uses from public/private roadways.

T 1.2.12: Establish requirements and incentives for bike racks, benches, rest facilities and lockers, and prioritize locations in the Multimodal Master Plan.

T 1.2.13: Support development proposals that incorporate new urbanist principles and create a more walkable urban environment.

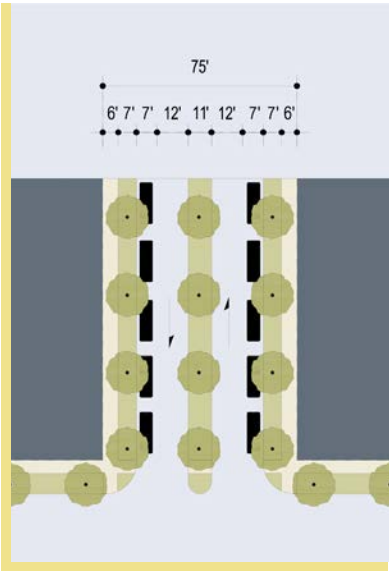
T 1.2.14: Evaluate partnerships with the private sector to construct a parking garage and the establishment of a mobility hub in the Sponge Docks and/or Downtown District.

T 1.2.15: Evaluate the feasibility of transit circulators and other microtransit options.

T 1.2.16: Evaluate the feasibility of one-way pairs within the MMTD.

T 1.2.17: Utilize multimodal planning concepts in the design of new streets and the alteration of existing streets to improve cycling, walking and transit conditions.

T 1.2.18: Incorporate a thoroughfare plan based on FDOT context classifications for all roadways within City limits as part of the Multimodal Master Plan. The design standards below serve as a guide for the future desired condition for all roadways under construction, rehabilitation, resurfacing, restoration, or reconstruction. The City may adjust these designs to account for existing right-of-way limitations, utilities, stormwater, on-street parking, ADA improvements, or wider bicycle and pedestrian facilities.



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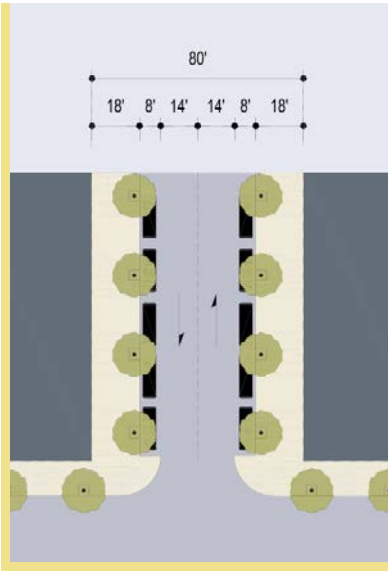
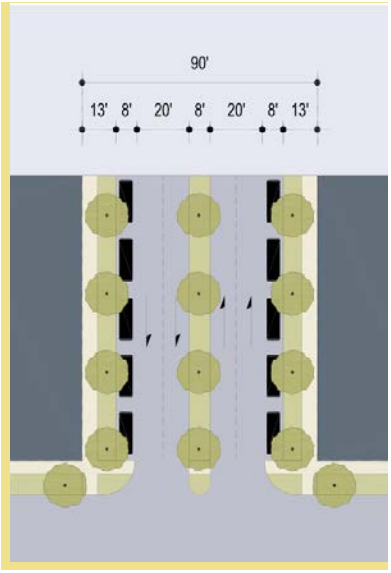
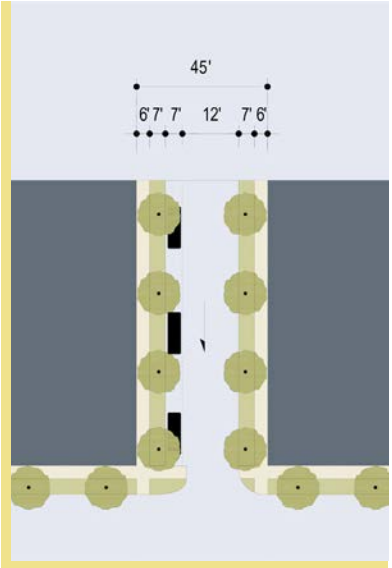


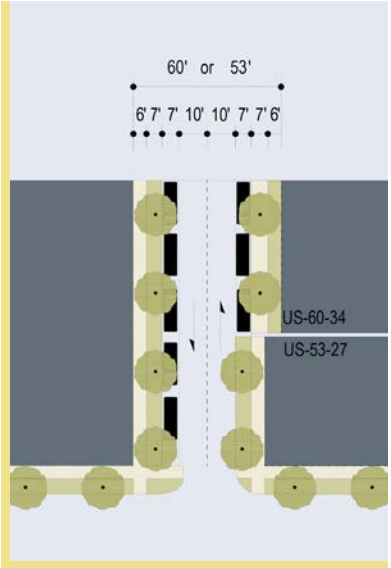
AVENUE: 80' ROW



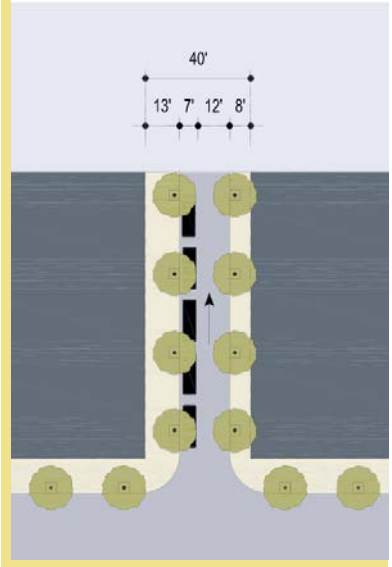
AVENUE: 90' ROW



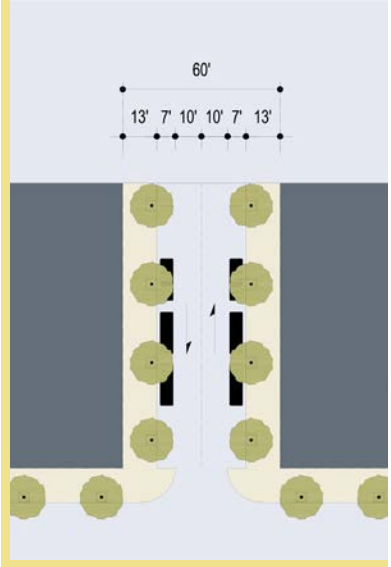
URBAN ST: 45' ROW



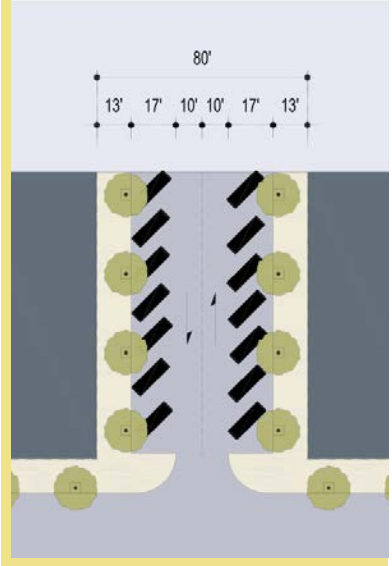
URBAN ST: 53' - 60' ROW



COMMERCIAL ST: 40' ROW



COMMERCIAL ST: 60' ROW



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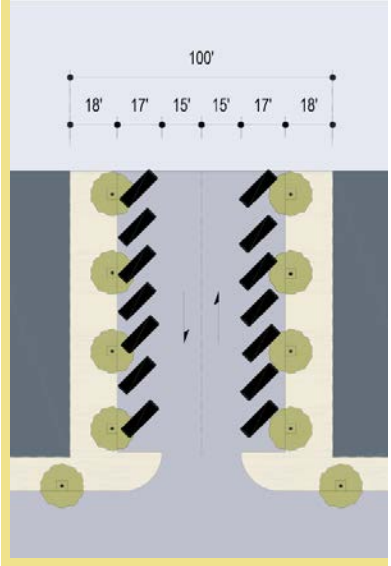

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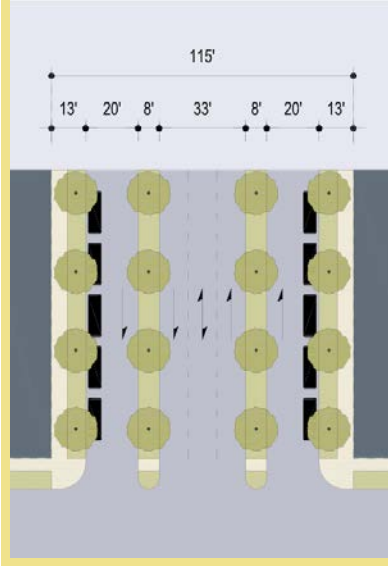
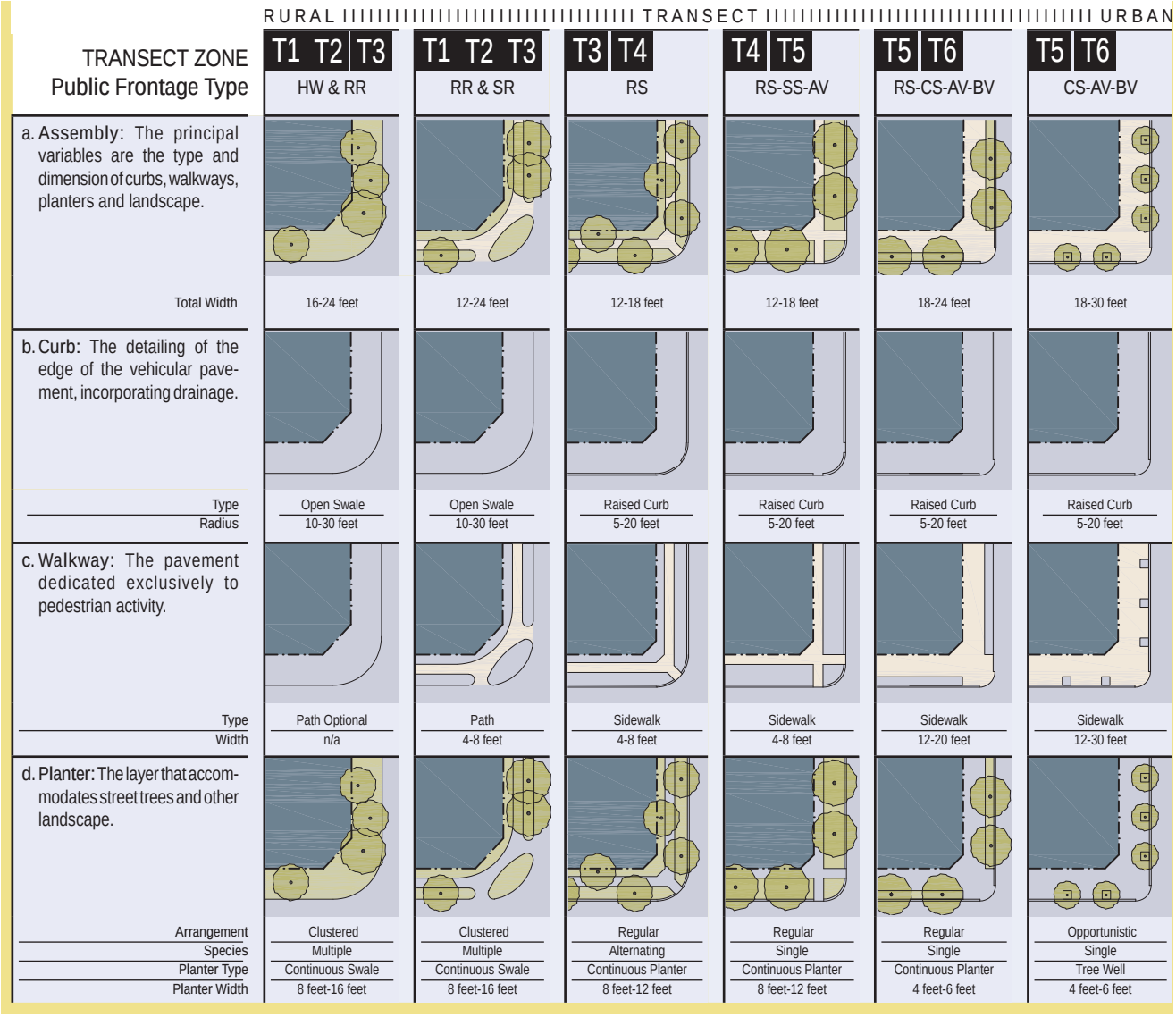


BOULEVARD: 115' ROW



PUBLIC FRONTAGE TYPES

T 1.3: Establish an interconnected transportation network within and among existing and proposed residential, commercial, industrial and mixed-use areas.

T 1.3.1: Construct new roads that complete existing roadway segments.

T 1.3.2: Encourage street connectivity and discourage the use of cul-de-sacs for new residential subdivisions.

T 1.3.3: Preserve all brick streets within the Historic District and Sponge Docks area.

T 1.3.4: Preserve existing alleys and work to create new alleys within the MMTD.

T 1.3.5: Encourage the use of shaded, separate walkways that extend from existing sidewalks within road rights-of-way to buildings to promote pedestrian travel to commercial and employment centers.

T 1.3.6: Fund bicycle and pedestrian facilities as prioritized in the Multimodal Master Plan.

T 1.3.7: Evaluate freight/truck delivery service routing and parking alternatives through technology and signage to reduce conflicts and infrastructure damage and consider establishing one or more potential commercial staging areas for distribution of deliveries.

T 1.4: Improve performance of the multimodal transportation network to increase mobility and accessibility for all.

T 1.4.1: Manage the impacts of land development projects and increase mobility through the site plan review process.

T 1.4.2: Continue to implement mobility management regulations to address transportation impacts of development proposals.

T 1.4.3: Utilize multimodal impact fee revenue to fund multimodal improvements to local, county or state facilities that are consistent with the comprehensive plan as well as the Forward Pinellas Long Range Transportation Plan.

T 1.4.4: Work cooperatively with Forward Pinellas, Pinellas County, Pasco County and other local governments to review and update the Pinellas County Multimodal Impact Fee Ordinance.

T 1.4.5: Continue to work with the Pinellas Suncoast Transit Authority (PSTA) to increase the efficiency of the fixed-route system by encouraging mass transit use.

T 1.4.6: Continue to work with the Forward Pinellas, Pinellas County, and other local governments to implement the Safe Streets Pinellas Action Plan, the Long Range Transportation Plan (Advantage Pinellas), and the Advantage Pinellas Active Transportation Plan.

T 1.4.7: Utilize the Forward Pinellas Multimodal Accessibility Index (MAX) grid as a baseline for evaluating multimodal accessibility in the Multimodal Master Plan. Improve MAX scores throughout the City and consider MAX scoring criteria in the evaluation of proposed improvements in the Multimodal Master Plan.

T 1.4.8: Evaluate the feasibility of a transit circulator and other microtransit options within the MMTD and to and from major origins and destinations, identifying a funding source(s) and strategies, ridership projections, implementation priorities, operating hours and frequencies, and recommendations for route alignments, shelters, and transit stop amenities.

T 1.4.9: Review all proposed development or redevelopment applications for consistency with this element and potential impacts to multimodal accessibility.

T 1.4.10: Ensure transit access to all major traffic generators and attractors have at least a 30-minute headway in the peak hour and no greater than a 60-minute headway in the off-peak hour.

T 1.4.11: Evaluate and implement a proportionate fair-share program to mitigate the impacts of development projects on pedestrian, bicycle, and transit facilities.

T 1.4.12: Continue to implement the Proportionate Fair Share Program to fund operating and capital costs associated with improving transit service and the bicycle and pedestrian environment in the MMTD. Fair share is based on the proportion of net external trips generated by the proposed development relative to the total number of trips generated at build-out by redevelopment within the MMTD.

T 1.5: Transportation planning shall be coordinated with the Future Land Use Map Series, the Capital Improvements Element and the Future Right-of-Way Needs Map.

T 1.5.1: Review the Future Land Use Map Series when planning roadway, sidewalk, bicycle, or transit facility construction and improvement projects to ensure that they are designed to meet the current and future needs of the traveling public.

T 1.5.2: Ensure that the required right-of-way is identified in the Future Right-of-Way Needs Map and reserved for future acquisition during the development review process.

T 1.5.3: Discourage the development of low density residential projects in locations that will increase urban sprawl and dependency on the personal automobile.

T 1.5.4: Support mixed-use development and redevelopment, particularly within the MMTD through the review of site plans, planned developments and associated land use amendments.

T 2: ENSURE CONSISTENCY BETWEEN THE CITY'S TRANSPORTATION PLANNING EFFORTS AND THOSE OF OTHER GOVERNMENTAL AGENCIES.

T 2.1: Coordinate transportation planning with the FDOT 5-Year Work Program, the Pinellas County MPO 5-Year Transportation Improvement Program (TIP), the Pasco County Public Transportation Transit Development Plan (TDP) and the PSTA Transit Development Plan (TDP) to ensure that existing and proposed development intensity, housing and employment patterns are consistent with the transportation facilities that serve those areas.

T 2.1.1: Review future versions of the FDOT and MPO short and long range transportation plans and the PCPT TDP and PSTA TDP in order to update this element as needed.

T 2.1.2: Review the transportation plans of neighboring jurisdictions for consistency with this element.

T 2.1.3: Coordinate with Pinellas County, Pasco County and FDOT to correct existing and future deficiencies on County and State roadways.

T 2.1.4: Participate in MPO sponsored corridor studies to examine potential opportunities to encourage mass transit ridership and other alternative modes of transportation that reduce demand on the Strategic Intermodal System and other regionally significant roadways.

T 2.1.5: Continue to coordinate roadway, transit and other transportation mode improvements through active participation on the Pinellas County Metropolitan Planning Organization's (MPO) Technical Coordinating Committee (TCC).

T 2.1.6: The Transportation Element shall be coordinated with the goals, objectives and policies of the Future Land Use Element to efficiently guide residential and nonresidential development patterns.

T 2.1.7: Encourage partnering opportunities with PCPT and PSTA to expand the installation of bus shelters in the City.

T 2.1.8: Coordinate with Pinellas County, Pasco County, FDOT, and applicable utility agencies during the design phase of construction, reconstruction and resurfacing projects to ensure that bicycle and pedestrian-friendly provisions are included on County and State roads.

T 2.2: Manage future growth and development through the implementation and enforcement of the Comprehensive Zoning and Land Development Code consistent with the adopted comprehensive plan.

T 2.2.1: Review and amend the Comprehensive Zoning and Land Development Code for consistency with this element as needed.

T 2.2.2: Ensure that the required right-of-way that is identified in the Future Transportation Map Series is reserved during the site plan review or planned development process.

T 2.2.3: The City shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use.

T 2.2.4: Ensure that transportation facilities needed to serve new development are in place or under construction within 3 years after the local government approves a building permit or its functional equivalent.





COASTAL MANAGEMENT ELEMENT

The City of Tarpon Springs developed around its exceptional coastal resources. The area's first inhabitants primarily settled in coastal areas convenient to waterways that connected to other areas. Waterborne transportation continued as the primary mode of transportation until the arrival of the Orange Belt Railroad in 1888. As the dominance of the automobile continued to rise during the 20th century, the area became more accessible, and the city grew to support new residents attracted by the favorable climate and coastal amenities. Today, the city's coasts are fully developed, and parks and preservation areas provide glimpses of the area's natural history.

Surrounded by water on three sides, coastal management is an existential priority for the city. Tarpon Springs is extremely susceptible to the effects of tropical storms and hurricanes, sustained rainfall events, rising sea levels, and the effects of climate change. The potential for the loss of human life, property, and natural resources is significant. Coastal management must balance this vulnerability with the reality of existing human and physical influences.

The Coastal Management Element establishes goals, objectives, and policies to maintain and enhance coastal resources while balancing the competing interests of utilization and preservation. The Coastal Management Element provides a framework to guide decision-making and prevent further irreversible and irretrievable loss of coastal resources. The Element provides guidelines for determining of the suitability of development, sets forth policies to reduce risk to life, property, and infrastructure, and increase resilience to coastal flooding and the impacts of sea-level rise.

Strategic Plan Alignment

The revised Coastal Management Element aligns with the following goals and objectives of the City's Strategic Plan:

- ⇒ **Objective B.1.2:** Reduce loss and improve health of wetlands and buffers (mitigate invasive species).
- ⇒ **Objective B.1.3:** Minimize impact of wastewater on the environment.
- ⇒ **Objective B.1.4:** Maintain navigable river and waterways.
- ⇒ **Goal D.2:** Attainable housing for all income levels.

2023 Update Summary

Updates to the goals, objectives and policies address:

- ⇒ Conservation goals, objectives, and policies moved to a separate document.
- ⇒ Removal of duplicative policies.
- ⇒ Removal of '9J-5' references.
- ⇒ Clear alignment with state statutes.

Goals, Objectives, and Policies

CM 1: MAINTAIN, RESTORE, AND ENHANCE THE INTEGRITY AND QUALITY OF LIVING AND NON-LIVING COASTAL RESOURCES.

CM 1.1: Preserve and enhance the quality of coastal habitat.

CM 1.1.1: Utilize the City's Code of Ordinances to preserve the continued existence of all native coastal species and marine life.

CM 1.1.2: Avoid irreversible and irretrievable loss of coastal zone resources through land use planning and the City's Code of Ordinances.

CM 1.1.3: Utilize conservation principles to balance the utilization and preservation of all native coastal zone resources.

CM 1.2: Maintain, restore, and enhance shorelines to reduce risk to property while maximizing benefits to natural coastal habitat, resources, and systems.

CM 1.2.1: Evaluate, revise, and implement regulations for shoreline and essential habitat buffers in the Land Development Code. Continue to restrict seawalling to areas where no other alternative shoreline stabilization technique is feasible.

CM 1.2.2: Evaluate and revise Land Development Code regulations to incentivize natural shoreline and upland retaining walls in lieu of seawalls for shoreline stabilization.

CM 1.2.3: Dredge and fill activities must be consistent with Pinellas County Code and permitting requirements. Evaluate the Land Development Code to determine if additional restrictions beyond County standards are needed.

CM 1.2.4: Identify design alternatives and funding sources for bayou erosion control.

CM 1.2.5: Continue to implement recommendations from the Stormwater Action Plan.

CM 1.2.6: Maintain existing causeway beach systems to minimize erosion and preserve the existing ecosystem.

CM 2: COASTAL LAND USES MUST BE SUSTAINABLE, COMPATIBLE WITH NATURAL AND HISTORIC RESOURCES, RESISTANT TO VULNERABILITIES, AND SUPPORTIVE OF ASSET-BASED ECONOMIC VITALITY.

CM 2.1: Prioritize water dependent uses on Gulf of Mexico and Anclote River shorelines.

CM 2.1.1: Utilize the Place Based Area Map to ensure the preservation and protection of water dependent uses along the Anclote River.

CM 2.1.2: Utilize the Comprehensive Zoning and Land Development Code to prioritize water dependent uses compatible with the historic Anclote River working waterfront to promote asset-based economic vitality.

CM 2.1.3: Direct permanent residential population concentrations outside of the Coastal High Hazard Area (CHHA).

CM 2.1.4: Prioritize Gulf of Mexico shoreline uses for open spaces and recreation and public shoreline access.

CM 2.1.5: Utilize the Land Development Code to support new and expanded marinas and boating access facilities in environmentally compatible coastal locations, considering the following criteria:

- Compatibility with existing adjacent use.
- Adequate water depth.
- Need for dredging or filling is strongly discouraged.
- Preference for expansion of suitable existing facilities.
- Adequate flushing to maintain water quality.
- No adverse impact of archaeological or historic sites.
- No adverse impacts on the West Indian Manatee Habitat.
- Minimal impact on environmentally sensitive resources including upland areas.
- Sufficient upland area to accommodate needed utilities and support facilities.
- Sufficient roadway capacity to handle traffic demand.
- Adequate wastewater treatment capacity for upland and marine pump-out facilities.
- Preference for facilities providing new public use slips and access.
- Approval from other affected government agencies.

CM 2.2: Coastal land uses will meet local, regional, state, and federal standards and criteria for location, intensity, compatibility, and adequate infrastructure.

CM 2.2.1: Require the approval of the Pinellas County Water Navigation Board for docking facilities, seawalls, dredge and fill, and other activities under their purview.

CM 2.2.2: Ensure development proposals that may adversely impact coastal environmentally sensitive areas are reviewed by all affected jurisdictions and agencies.

CM 2.2.3: Forward development proposals to Florida Department of Environmental Protection whenever aquatic preserves are affected.

CM 2.3: Ensure public access to the waterfront.

CM 2.3.1: Assess and establish recommendations for waterfront improvements to promote recreation, climate adaptation, and coastal restoration as part of the Parks and Recreation Master Plan.

CM 2.3.2: Evaluate increased access or use of City-owned right-of-way access points to the waterfront as part of the Parks and Recreation Master Plan.

CM 2.3.3: Prohibit vacation of all existing public rights-of-way, easements, and other dedications that provide access to the waterfront to maintain public access.

CM 2.4: Coordinate prioritization of shoreline uses with the requirements of the Historic and Cultural Resources Element.

CM 2.4.1: Promote the preservation of the historic working waterfront through the Comprehensive Zoning and Land Development Code.

CM 2.4.2: Evaluate cultural district / design guidelines for the Sponge Docks and Greektown.

CM 2.5: Improve resilience to flooding, climate related impacts, and natural disasters.

CM 2.5.1: Develop and implement a Sustainability Action Plan in coordination with the vulnerability assessment.

CM 2.5.2: Develop plans and programs to incentivize climate adaptation techniques and/or the acquisition of property to prevent incompatible development in areas of repeated damage resulting from flooding, storm surge or wind velocity.

CM 2.5.3: Require the removal, relocation or structural modification of public infrastructure that experiences repeated storm damage, including flood damage.

CM 3: REDUCE RISK TO HUMAN LIFE, PROPERTY, AND PUBLIC INVESTMENTS FROM THE EFFECTS OF HURRICANES, STORM SURGE, HIGH-TIDE EVENTS, FLASH FLOODS, STORMWATER RUNOFF, SEA LEVEL RISE AND OTHER CLIMATE RELATED IMPACTS AND NATURAL DISASTERS.

CM 3.1: Limit public expenditures that subsidize development in the Coastal High Hazard Area to the following:

- Maintenance and purchase of public open space.
- Drainage improvements.
- Elimination of existing septic systems.
- Maintenance and repair or existing roads.
- Post-disaster repair/replacement of existing public roadways and utilities.
- City-owned water-dependent uses.

CM 3.1.1: Define the Coastal High Hazard Area as “the area defined by the Sea, Lake and Overland Surges from Hurricanes (SLOSH) model to be inundated from a category one hurricane” as reflected in the most recent Regional Evacuation Storm Tide Atlas.

CM 3.1.2: Restrict public investments such as roads, water, and sewer infrastructure, which would subsidize new private development in the Coastal High Hazard Area. This shall include acceptance of privately constructed, roads, stormwater facilities and utilities intended to be dedicated to the public and which will require future maintenance by the City of Tarpon Springs.

CM 3.1.3: Consider the most current and credible sea level rise data when planning for infrastructure and capital improvement expenditures in the Coastal High Hazard Area.

CM 3.1.4: Limit development within High Hazard Coastal Areas with dedicated City funds to the following conditions: those which are in need of stormwater improvements, those in need of restoration of natural resources, or existing public facilities in need of restoration or maintenance.

CM 3.1.5: Utilize the Vulnerability Assessment and CIP to assess and implement strategies for preparing for sea level rise, such as increasing road surface elevation standards, subsurface stabilization, stormwater management and drainage, and adjustment of bridge heights to allow for navigation.

CM 3.2: Establish and maintain 50 hours as the level of service for an out-of-county evacuation for a category 5 storm event on the Saffir-Simpson scale.

CM 3.2.1: Restrict future land use density increases on vacant parcels in evacuation Level A to a maximum of 5dweling units/ acre where shelter space is unavailable unless an acceptable mitigation plan can be implemented in coordination with Pinellas County Emergency Management.

CM 3.2.2: Coordinate with Pinellas County to provide timely evacuation notice during storm preparation.

CM 3.2.3: Prohibit the development of new or expanded nursing facilities and residential living facilities (ACLF's) and new hospitals in evacuation Levels A and B.

CM 3.2.4: Coordinate with the Pinellas County Metropolitan Planning Organization during preparation of the Transportation Improvement Plan to schedule improvements to hurricane evacuation routes.

CM 3.2.5: Continue to increase public awareness of the need for timely evacuation from hurricanes to maintain clearance times.

CM 3.2.6: Hurricane evacuation routes will be clearly posted.

CM 3.2.7: The Fire Department will lead a public awareness campaign to inform local civic groups, mobile home parks, convalescent centers, and other public and private groups about hurricane preparedness and evacuation procedures.

CM 3.2.8: The Fire Department will update the Emergency Preparedness Plan on an annual basis.

CM 3.2.9: The City will give priority to available capital funds for improvements that can improve evacuation level of service.

CM 3.3: Participate in the development and implementation of hazard mitigation and emergency management initiatives to reduce risk to life, health and safety, and property from natural hazards including high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

CM 3.3.1: Comply with FEMA regulations.

CM 3.3.2: Implement the Pinellas County Local Mitigation Strategy and participate in the Working Group.

CM 3.3.3: Participate in the development and implementation of the Pinellas County Post Disaster Redevelopment Plan.

CM 3.3.4: Assess infrastructure with repeated storm damage for removal, relocation or structural modification.

CM 3.3.5: Develop a local Post Disaster Redevelopment Plan.

CM 3.3.6: Continue to monitor all current and credible sea level rise data and potential impacts of sea level rise on coastal system natural resources. Evaluate and update the resource protection standards of the Land Development Code and the Comprehensive Plan based on this data to protect resources and reduce risk to life, health and safety, and property.

CM 3.3.7: Collaborate with the State, County, Forward Pinellas, and Tampa Bay Regional Planning Council to develop strategies to respond to sea level rise.

CM 3.3.8: Through implementation of the Land Development Code, continue to ensure that development and redevelopment in the City will be consistent with or more stringent than the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60 including floodproofing and storm surge protection.

CM 3.3.9: Participate in the National Flood Insurance Program Community Rating System.

CM 3.3.10: Require new development, redevelopment, and infrastructure to use best flood prevention/mitigation practices to address the impacts of sea level rise through Land Development Code regulations.

CM 3.3.11: New mobile home parks will provide on-site shelter space Evaluate and amend the Land Development Code to establish design and locational standards for on-site shelters.

CM 3.3.12: Evaluate and consider implementation and incentives to encourage floodproofing and wind mitigation improvements to existing structures.

CM 3.3.13: Evaluate increasing minimum base flood elevation standards for consistency with Pinellas County.

CM 3.4: Direct population concentrations away from known or predicted coastal high hazard areas.

CM 3.4.1: Restrict the infill of vacant parcels in the Coastal High Hazard Area to 5 dwelling units per acre when a shelter deficit is demonstrated for a Category 3, or higher, hurricane. In lieu of this limitation, the City may allow development up to the current maximum allowed by the existing Future Land Use Map designation of the parcel subject to Hurricane Shelter Impact mitigation and CHHA design standards of the City's Land Development Code.

CM 3.4.2: Implement bonus densities tied to transfers of development rights for properties located within the Coastal High Hazard Area to property not located within the Coastal High Hazard Area.

CM 3.4.3: Require the removal, relocation or structural modification in accordance with current codes of any structure damaged more than 50% of its appraised value during a coastal storm.

CM 3.4.4: Current and credible sea level rise data should be considered when evaluating future land use amendment applications.

CM 3.4.5: Research and consider implementing tax incentives associated with voluntary conservation easements which would limit/prohibit rebuilding structures damaged by coastal flood events in vulnerable areas.

CM 3.5: Establish procedures for conducting post event damage assessments based on FEMA standards.

CM 3.5.1: Establish damage assessment teams to consist of the Building Director, Fire Chief and other qualified City of Tarpon Springs personnels, and other qualified residents or individuals.

CM 3.5.2: Coordinate damage assessment and recovery operations with Pinellas County Emergency Management.

CM 3.5.3: Institute immediate emergency repair and emergency cleanup actions needed to protect the public health and safety following a natural disaster.

CM 3.5.4: Institute long term restoration and redevelopment activities in accordance with the Pinellas County Post Disaster Redevelopment Plan.

CM 3.6: Ensure the health and safety of all residents and their pets in an evacuation event through education and coordination with Pinellas County Emergency Management.

CM 3.6.1: Coordinate with Pinellas County Emergency Management and Pinellas County Schools when new facilities are constructed that may be utilized for shelter space in the event of an evacuation.

CM 3.6.2: Provide early and annual notification to residents of the availability of pet friendly shelters within Pinellas County and requirements to pre-register at the beginning of hurricane season.

CM 3.6.3: Coordinate with Pinellas County Emergency Management to secure funding to establish a certified hurricane evacuation shelter in City limits.



QUALITY OF LIFE

The Conservation, Recreation/Open Space, and Lifelong Learning Elements (formerly Public Schools) correspond and align with the following Goals from the "Quality of Life" Focus Area of the Strategic Plan:

- ⇒ **GOAL B.1:** Water Quality Protection (Rivers, Bayous, and Beaches).
- ⇒ **GOAL B.2:** A Healthy Tree Canopy.
- ⇒ **GOAL B.3:** A safe, pedestrian-friendly community.



CON

CONSERVATION ELEMENT

The natural environment serves many vital functions and contributes to quality of life. A heathy ecological system improves the community's air and water quality; helps minimize flooding; offers unique character; and provides natural resources. Responsible planning decisions are essential to protect natural resources and promote resiliency from natural disasters and human-made impacts. The Conservation Element establishes goals, objectives, and polices to guide decision-making to protect natural resources.

The Conservation Element addresses the conservation, use, and protection of natural resources, including air, water bodies, water recharge areas, wetlands, soils, beaches, shores, flood plains, fisheries and wildlife, and other natural and environmental resources. The Conservation Element also addresses energy conservation, and establishes goals, objectives, and policies that support energy conservation for the city and its residents.

Strategic Plan Alignment

The revised Conservation Element aligns with the following goals and objectives of the City's Strategic Plan:

- ⇒ **Objective B.1.1:** Maintain stormwater action plan for environmental cleanliness for waterways.
- ⇒ **Objective B.1.2:** Reduce loss and improve health of wetlands and buffers (mitigate invasive species).
- ⇒ **Objective B.1.3:** Minimize impact of wastewater on the environment.
- ⇒ **Objective B.1.4:** Maintain navigable river and waterways.
- ⇒ **Objective B.2.2:** Reduce urban heat islands and increase shade tree plantings.
- ⇒ **Objective B.2.3:** Assess and amend tree preservation ordinances.

2023 Update Summary

Updates to the goals, objectives and policies address:

- ⇒ Coastal Management goals, objectives, and policies moved to a separate element.
- ⇒ Removal of duplicative policies.
- ⇒ Removal of '9J-5' references.

Goals, Objectives, and Policies

CON 1: PROTECT, CONSERVE, AND MANAGE NATURAL RESOURCES AND ECOSYSTEMS, VEGETATIVE COMMUNITIES, AND SPECIES OF CONSERVATION CONCERN.

CON 1.1: Protect, conserve, restore, and manage natural ecosystems, native vegetative communities, and native wildlife species and habitat.

CON 1.1.1: Identify and delineate natural ecosystems, native vegetative communities and native wildlife habitats and corridors in the Parks and Recreation Master Plan.

CON 1.1.2: Continue to designate significant natural areas as the preservation future land use category during the development review process.

CON 1.1.3: Coordinate with Pinellas and Pasco counties and other applicable state and federal agencies regarding ecological corridors, greenway systems, and the impact of land development on ecosystems.

CON 1.1.4: Incorporate pest best management practices and implement policies for vegetation management and pollinator conservation in City Operation and Maintenance procedures.

CON 1.1.5: Require City projects to:

- Protect and enhance native species and intact habitat.
- Meet Florida Friendly Lanscaping™ standards.

CON 1.1.6: Evaluate the feasibility of regulatory techniques or incentives to help close gaps in the ecological greenway system and protect species of concern.

CON 1.1.7: Prohibit the destruction of threatened and endangered species through the protection of their habitat.

CON 1.1.8: Designate properties eligible for acquisition through Federal, State, and Regional programs to advance conservation goals.

CON 1.2: Utilize the Land Development Code to ensure site development maintains or improves existing ecosystems, native wildlife species, and native vegetative communities.

CON 1.2.1: Continue to require in the Land Development Code, the removal of ecologically undesirable non-native vegetation from development sites.

CON 1.2.2: Require the preservation of native vegetation during site development through Land Development Code standards.

CON 1.2.3: Evaluate and revise existing Land Development Code regulations related to wetlands protection, preservation of open space, planned development performance zoning, transfer of development rights, buffers and setbacks, tree protection, clustering of units within the least environmentally-sensitive areas, and other techniques to advance conservation goals.

CON 1.2.4: Require the use of xeriscape and other water saving landscaping alternatives for new development in the Land Development Code.

CON 1.2.5: Require signage at boat ramps, marinas, bayous and channels to warn of the effect of poor boating practices on marine grass beds and manatees.

CON 1.2.6: Evaluate and amend the Land Development Code to establish performance zoning techniques to preserve open space and natural habitat areas.

CON 1.2.7: Require development to preserve endangered and threatened species habitats.

CON 1.3: Protect, conserve, and restore surface and ground waters.

CON 1.3.1: Restrict land development that degrades the City's surface and groundwater resources.

CON 1.3.2: Regulate unmonitored withdrawal of groundwater and coordinate the regulation of unmonitored groundwater withdrawal with the Water Management District (SWFWMD).

CON 1.3.3: Coordinate with Pasco County to monitor the development of the upper Anclote River watershed.

CON 1.3.4: Coordinate with Pinellas County to improve environmental quality of the Lake Tarpon Management Area.

CON 1.3.5: Prohibit land use amendments that will adversely impact water quantity and quality.

CON 1.3.6: Enforce SWFWMD mandatory water restrictions during emergency situations or as otherwise adopted by SWFWMD.

CON 1.3.7: Coordinate with Pinellas and Pasco Counties to implement the Anclote River Watershed Management Master Plan.

CON 1.3.8: Cooperate with the Pinellas and Pasco counties, FDEP, SWFWMD, the Tampa Bay Estuary Program and other local governments to protect, restore and enhance surface waters and the dependent habitats and resources.

CON 1.4: Protect and improve the function of all wetlands and areas of significant upland habitat as defined in Future Land Use Element.

CON 1.4.1: Preserve and enhance all remaining wetlands during the development review process. On-site wetland alterations that result in a net gain of wetland habitat may be permitted.

CON 1.4.2: Continue to require a minimum 30 foot aquatic lands setback through the Land Development Code regulations.

CON 1.4.3: Require a minimum 25-foot buffer zone adjoining all wetlands in the Land Development Code.

CON 1.4.4: Revise the Land Development Code acreage thresholds to require all development and redevelopment adjacent to identified wetlands and/or areas of significant upland habitat to assess natural systems/biological/wildlife impacts and evaluate alternatives to eliminate or minimize adverse impacts.

CON 1.4.5: Wetlands that are not designated as "Preservation" or "Recreation Open Space" on the Future Land Use Map require a future land use amendment to either of these two designations prior to issuance of any construction permits for adjacent upland development.

CON 1.5: Minimize direct stormwater runoff into the Gulf of Mexico, Anclote River, bayous and other open bodies of water.

CON 1.5.1: Adopt and implement the updated City of Tarpon Springs Stormwater Manual standards.

CON 1.6: Reduce the number of soil erosion activities.

CON 1.6.1: Restrict off-roading on relic sand dunes.

CON 1.6.2: Monitor soil erosion problems during construction activities and enforce violations.

CON 1.6.3: Revise the Land Development Code to require the utilization of soft shoreline stabilization techniques or a combination of an upland retaining wall with soft shoreline techniques along the Gulf of Mexico, St. Joseph Sound, Anclote River and Bayou shorelines as alternatives to seawall construction. Man-made canals, the historic seawall providing public access around Spring Bayou, and properties with existing seawalls on both sides shall be exempt from this requirement.

CON 1.6.4: Require sites to be suitable in terms of soil types for the development proposed.

CON 1.6.5: Restrict the use of fill and require the use of pilings in designated conservation areas, FEMA Velocity and Coastal AE zones.

CON 1.7: Protect and enhance the urban and natural tree canopy to reduce stormwater runoff, improve air quality, decrease urban heat island effects, and provide shade and habitat.

CON 1.7.1: Implement a tree canopy loss preservation policy in lieu of pay and go tree management, maintain and manage the City's tree inventory, and establish an urban forestry management program.

CON 1.7.2: Evaluate and implement programs and incentives to maximize and enhance the City's urban and natural tree canopy.

CON 2: PROMOTE AND APPLY ENVIRONMENTALLY SUSTAINABLE PRINCIPLES, PROGRAMS AND PRACTICES THAT SUPPORT A MORE RESILIENT COMMUNITY.

CON 2.1: Reduce energy consumption and waste.

CON 2.1.1: Evaluate incentives and guidelines for homeowners and businesses to install solar power/heating and other renewable energy sources.

CON 2.1.2: Evaluate incentives and guidelines or green building that conserves natural resources and reduces monthly operating costs.

CON 2.1.3: Consider incentives for LEED (Leadership in Energy and Environmental Design) conscious projects.

CON 2.1.4: Evaluate the Historic Preservation Design guidelines to allow the rehabilitation of existing historic structures to utilize energy efficient materials as long as the historic integrity of the structure is maintained.

CON 2.1.5: Develop and implement guidelines for a City-wide renewable energy plan.

CON 2.1.6: Expand the City-wide energy efficiency program.

CON 2.1.7: Evaluate additional opportunities for adaptive reuse of existing structures.

CON 3: IMPROVE AIR QUALITY TO PROTECT PUBLIC HEALTH AND THE ENVIRONMENT.

CON 3.1: Coordinate with the County on the implementation of air pollution control programs.

CON 3.1.1: Enforce vehicle emission standards in conjunction with Pinellas County.

CON 3.2: Improve public awareness of air quality issues.

CON 3.2.1: Support an air quality public information program.

CON 3.3: Reduce transportation-related air quality impacts.

CON 3.3.1: Transition to a no/low emission City fleet.

CON 3.3.2: Provide feasible alternatives to single-occupancy combustion engine vehicle travel to reduce emissions.

CON 3.3.3: Promote and incentivize public transit use, ride-sharing, walking, cycling, and other forms of transportation that reduce emissions.

CON 3.3.4: Promote development patterns that reduce vehicle miles (VMT) traveled through location efficiency and mixed-use development.

CON 3.3.5: Promote and incentivize electric vehicle infrastructure in public and private developments.

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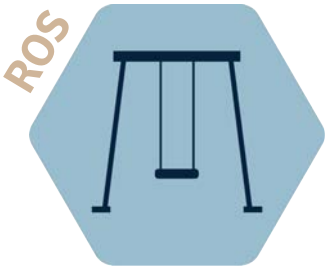

RECREATION/OPEN SPACE ELEMENT

Tarpon Springs offers a variety of quality parks and recreation facilities to its residents. These existing amenities contribute to the overall health and quality of life of residents and visitors. Ensuring the City continues to provide, expand, and enhance these assets is essential.

The updated policies of the Recreation/Open Space Element direct the City to develop a comprehensive parks and recreation master plan to ensure all recreation needs are met or will be met, as well as program future parks and recreation facilities. Additionally, these policies address level of service by proximity/accessibility to parks and recreation facilities, rather than the traditional measurement of types of facilities, such as the minimum number of baseball fields based on population.

Strategic Plan Alignment

The revised Recreation/Open Space Element aligns with the following goals and objectives of the City's Strategic Plan:

- ⇒ **Objective B.1.2:** Reduce loss and improve health of wetlands and buffers (mitigate invasive species).
- ⇒ **Objective B.1.4:** Maintain navigable river and waterways.
- ⇒ **Goal D.3:** A vibrant, life-long community where people can meet all daily needs of living and comfortably "age in place".
- ⇒ **Objective D.3.2:** Identify unmet needs of daily living within the city and develop strategies to address those needs.

2023 Update Summary

Updates to the goals, objectives and policies address:

- ⇒ Simplification and clarification of policy language for ease of reader.
- ⇒ Removal of policies that are no longer applicable or are duplicative.
- ⇒ New policy to direct the City to develop a comprehensive parks and recreation master plan.
- ⇒ New policies utilizing proximity/accessibility level of service rather than traditional facilities level of service, which is intended to be implemented once the parks and recreation master plan is complete.
- ⇒ New policies directing the city to seek funding for active transportation network, identifying environmentally sensitive lands, ADA accessibility to parks and recreation facilities, and the consideration of intergenerational facilities.

Goals, Objectives, and Policies

ROS 1: ENSURE THE DEVELOPMENT, PROVISION, PROTECTION, AND MAINTENANCE OF A COORDINATED, EFFICIENT AND ACCESSIBLE SYSTEM OF PUBLIC AND PRIVATE PARKS AND FACILITIES WHICH MEET THE NEEDS OF CURRENT AND FUTURE RESIDENTS AND VISITORS.

ROS 1.1: Sustain existing public parks and recreation lands and facilities.

ROS 1.1.1: Publicly owned land designated as Recreation/Open Space on the Future Land Use Map shall be protected and conserved.

ROS 1.1.2: Maintain all existing dedicated public parklands. The sale, lease or donation of parkland for any purpose other than recreation shall require approval through referendum.

ROS 1.1.3: The City shall not vacate any rights of way and/or easements that provide shoreline access or vistas.

ROS 1.1.4: Maintain the North Anclote Nature Park in accordance with the North Anclote River Park Management Plan.

ROS 1.1.5: Work with Pinellas County School Board to maintain existing leases and to develop dual use facilities.

ROS 1.1.6: Evaluate the effects of micromobility (scooters, e-bikes, e-skateboards, etc.) and the potential impacts on parks facilities in the parks and recreation master plan.

ROS 1.2: Avoid future park deficiencies by addressing parks needs associated with future population and economic growth.

ROS 1.2.1: Fund and prepare a parks and recreation master plan, including assessment of current and future needs and priorities; establishment of updated facility and parkland level of service standards; and planning for capital, programming, and operational investments in the parks and recreation system based on identified priorities. This effort shall consider public input gathered during the 2022 Comprehensive Plan update, summarized in "Local Trends" section of data and analysis. Upon adoption, the master plan policies will supersede the levels of services standards in Policies 1.2.2, 1.2.3, and 1.2.4.

ROS 1.2.2: Provide additional facilities to meet the following Level of Service standards:

Access Level of Service Standards

Facility Type	Access Level of Service Standard
Mini-Park or Neighborhood Park	1/2 or 1/4 mile or less from existing residential development
Community Park	3 miles or less from existing residential development

The city may include private recreation facilities, regional and community parks in the calculations for level of service standards.

ROS 1.2.3: Maintain the following Level of Service Standard for recreation facilities:

Facilities Level of Service Standards

Facility Type	Level of Service Standard
Baseball	1 Diamond / 6,750 Persons
Basketball	1 Court / 2,600 Persons
Boat Launching	1 Boat Ramp / 6,750 Persons
Football/Soccer	1 Field / 3,333 Persons
General Play	1 Equipped Play Area / 1,250 Persons
Little League Baseball	1 Field / 5,000 Persons
Nature Study	1 Mile of Trail / 10,000 Persons
Softball	1 Field / 10,000 Persons
Tennis	1 Court / 2,000 Persons
Volleyball	1 Court / 6,000 Persons

ROS 1.2.4: Maintain the following Level of Service Standards for recreation park land acreage needs:

Facilities Level of Service Standards

Recreation Site	Level of Service
Mini-Park	0.8 Acres / 1,000 Persons
Neighborhood Park	1.0 Acre / 1,000 Persons
Community Park	1.5 Acre / 1,000 Persons

ROS 1.2.5: Locate future facilities to meet level of service standards adopted herein.

ROS 1.2.6: Update the Parks and Recreation Service impact fee to reflect amended Level of Service and needs analysis from the parks and recreation master plan.

ROS 1.2.7: Establish requirements in the land development code for new residential subdivisions to provide for recreation and open space.

ROS 1.2.8: Evaluate and consider building a public aquatic facility as a part of the parks and recreation master plan.

ROS 1.2.9: Seek grant and other funding sources to establish and expand the city's parks and recreation facilities and amenities.

ROS 1.3: Increase recreational opportunities for bicyclists, skaters and pedestrians by enhancing and expanding the trail and sidewalk network within the city.

ROS 1.3.1: Coordinate with Forward Pinellas in the design and construction of extensions and modifications to the Pinellas Trail to form a multimodal network.

ROS 1.3.2: Seek grant and other funding sources to establish and expand the active transportation network within the City.

ROS 1.4: Promote asset-based economic development through eco-tourism and cultural tourism.

ROS 1.4.1: Advocate programs, policies and partnerships between City and commercial recreation providers that assist in promoting economic development through eco-tourism.

ROS 1.4.2: Incorporate asset-based cultural heritage connections into parks in support of the City's Strategic Plan as part of the parks and recreation master plan.

ROS 1.5: Preserve environmentally sensitive lands and lands that support threatened or endangered species for passive recreation.

ROS 1.5.1: As part of the parks and recreation master plan process, evaluate and identify environmentally sensitive and scenic areas to preserve passive recreational uses. This effort shall be coordinated with land acquisition and conservation/preservation policies in the Coastal Management and Conservation Elements and consider outcomes from the city parks and recreation master plan.

ROS 1.5.2: Evaluate the development of an environmental lands protection list and opportunities for conservation easements.

ROS 1.5.3: Update the Land Development Code to require conservation easements, or an appropriate Future Land Use Map amendment, as a condition of approval during development review processes to protect environmental lands in perpetuity.

ROS 1.6: Improve equitable accessibility to parks and recreation facilities for all.

ROS 1.6.1: Provide access for disabled persons at all public parks and recreational facilities in accordance with the Florida Building Code and the Federal Americans with Disabilities Act of 1990, and as amended.

ROS 1.6.2: Consider inclusive and intergenerational recreation spaces and opportunities in the development of the park and recreation master plan.




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LIFELONG LEARNING ELEMENT

The lifelong Learning Element replaces the Public Schools Element, which is no longer required. Recognizing the importance of education to the well-being of residents and the local economy, the City has re-imagined the former Public Schools Element to address workforce and continuing education in addition to coordination with the Pinellas County School District.

Strategic Plan Alignment

The revised Lifelong Learning Element aligns with the following goals and objectives of the City's Strategic Plan:

- ⇒ **Objective D.1.1:** Evaluate economic challenges of redevelopment and develop an asset-based economic strategy for the City.
- ⇒ **Objective D.3.2:** Identify unmet needs of daily living within the City and develop strategies to address those needs.

2023 Update Summary

Updates to the goals, objectives and policies address:

- ⇒ Removal of '9J-5' references.
- ⇒ New policy addressing coordination in changes to school facilities.
- ⇒ New objective and policies incorporating sustainability and location efficiency of educational facilities.
- ⇒ New policies addressing coordination with both public and private schools and local government.
- ⇒ New goal, objectives, and policies addressing workforce development and equitable access to education.

Goals, Objectives, and Policies

LL 1: COORDINATE WITH PUBLIC AND PRIVATE SCHOOLS AND OTHER PARTNERS ON THE DEVELOPMENT OF EDUCATIONAL FACILITIES THAT ENCOURAGE SUSTAINABLE COMMUNITIES, COHESIVE NEIGHBORHOODS, AND COMMUNITY BUILDING.

LL 1.1: Collaborate with the School District and partner local governments to ensure coordination of schools planning with local land use planning and development. Implement the Public Schools Interlocal Agreement with the Pinellas County School District (School District) and other partners.

LL 1.1.1: Consider population and school enrollment projections in land use and capital investment decisions.

LL 1.1.2: Continue population and school enrollment projections in land use and capital investment decisions.

LL 1.1.3: The City shall inform the School District in advance of infrastructure projects that will restrict vehicular, bicycle, or pedestrian accessibility to public schools with sufficient time for School District review and comment.

LL 1.1.4: The School District must notify the City of the need for on site or off-site improvements to support new, proposed expansion, or redevelopment of existing schools within the City's jurisdiction. The School District and the City will coordinate on any off-site improvements.

LL 1.1.5: Partner with the School District, local government, other public and private schools and partners to coordinate the development of educational facilities and land use plans, development approvals and other capital facilities.

LL 1.1.6: The School District must notify the City of proposed school facility changes including new construction, remodeling, renovations, closures or changes in the type of school.

LL 1.2: Collaborate with the School District and other public and private partners to encourage cohesive and sustainable development.

LL 1.2.1: Collaborate with partners in the planning, location and development of educational facilities, and in the evaluation of potential school closures, significant school renovations, and school site selections before land acquisition or disposal.

LL 1.2.2: Educational facilities must be compatible with the present and projected use of surrounding properties and community infrastructure, resources, and assets.

LL 1.2.3: Explore opportunities to collocate school facilities with mutually supportive public facilities and activities.

LL 1.2.4: Stadiums, outdoor recreational facilities, and similar support facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.

LL 1.2.5: Industrial education facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.

LL 1.2.6: Proposed locations that are less than the standard site acreage as prescribed in the Florida Department of Education State Requirements of Educational Facilities may be determined to be consistent with the City of Tarpon Springs Comprehensive Plan.

LL 1.2.7: For new sites, additional facilities, or redevelopment projects, consistency with the Comprehensive Plan may be conditioned.

LL 1.2.8: Coordinate with the School District for emergency and operations.

LL 1.2.9: Support the School District's commitment to sustainable design and operations.

LL 1.2.10: The City and School District shall strive to plant more trees in and around school grounds in order to reduce heat islands.

LL 2: COLLABORATE WITH THE SCHOOL DISTRICT, ST. PETERSBURG COLLEGE AND OTHER PUBLIC AND PRIVATE PARTNERS TO ENSURE EQUITABLE ACCESS TO EDUCATIONAL FACILITIES AND WORKFORCE DEVELOPMENT OPPORTUNITIES FOR ALL.

LL 2.1: Collaborate with partners to address socioeconomic barriers to education and workforce opportunities.

LL 2.1.1: Make strategic investments to connect people with education and training opportunities for at-risk communities, including:

- Low-income workers;
- Persons with disabilities;
- Older residents;
- Veterans;
- Parents with young children; and
- Formerly incarcerated persons.

LL 2.2: Collaborate with partners to provide safe and efficient physical access to education facilities and workforce development.

LL 2.2.1: Participate with local and regional committees and task forces to coordinate safe, equitable access to education and training opportunities.

LL 3: MAINTAIN A HIGHLY-TRAINED AND WELL-EDUCATED LOCAL WORKFORCE THAT EFFECTIVELY COMPETES FOR EMPLOYMENT, MEETS THE NEEDS OF BUSINESSES, AND INCREASES OPPORTUNITIES FOR SOCIAL MOBILITY.

LL 3.1: Collaborate with public and private partners to develop a diversely-skilled workforce that meets existing and anticipated business needs.

LL 3.1.1: Work with schools, St. Petersburg College, the library, other educational institutions, community-based organizations, businesses, labor unions, and other government partners to:

- Provide training in "soft-skills" and vocational skills, daycare, and other services that enable people to enter the workforce and earn a living wage.
- Support educations and training programs that provide pathways to successful employment.
- Develop and expand education and training programs targeted to the needs of local businesses and City government.

LL 3.2: Enable the City's youth to access quality education and compete in the global economy.

LL 3.2.1: Strengthen the relationship with Pinellas County Public Schools to provide safe locations for children and youth to learn, explore, and connect with other educational, workforce, and personal development opportunities.

LL 3.2.2: Support youth-based job-training opportunities that provide classes, coaching, and the development of skills leading to jobs with livable wages.

LL 3.2.3: Foster collaborations that connect youth and young adults to internships and other education and training opportunities.

LL 3.2.4: Support programs that help people who have dropped out or are at risk of dropping out of high school to achieve education, personal, and employment goals.

LL 4: IMPROVE THE SAFETY OF STUDENTS AS THEY ACCESS PUBLIC SCHOOL FACILITIES.

LL 4.1: Collaborate with the School District and other local governments to promote safe access for students to public school facilities.

LL 4.1.1: Participate on Forward Pinellas' School Transportation Safety Committee (STSC) to identify locations within the County where student safety is a concern, and to develop recommendations in response to student safety issues raised by the School District, local governments, the School Transportation and Enhanced Pedestrian Safety (STEPS) Committee, or the community to enhance the safety of students accessing public school facilities.

LL 4.1.2: Consider implementation of recommendations from the STSC that affect its jurisdiction, in coordination with the School District and any agencies that have some involvement in the identified action, to support student access to public schools in a manner that both improves student.

LL 4.1.3: Cooperate with School District initiatives that implement STSC recommendations for modifications to a school campus.

LL 4.1.4: Determine the priority for construction of those sidewalks, crosswalks, bicycle paths, and other improvements that help to provide continuous access to public schools for pedestrians and bicyclists, in the capital improvements program.

LL 4.1.5: For new development or redevelopment within a two-mile radius of any existing or planned public school facility, the City may require the developer to construct sidewalks along the corridor contiguous to the property being developed that directly serves the public school facility, in support of Section 1013.36(5), F.S.

LL 4.1.6: When available, the City shall apply for Safe Routes to School grants in order to close any sidewalk gaps in proximity to schools.

LL 4.1.7: Consider connecting Disston Avenue to provide a direct, efficient connection to St. Petersburg College.





CULTURE, HERITAGE, & PRESERVATION

The Historic and Cultural Resources Element directly corresponds and aligns with the following Goals from the "Culture, Heritage and Preservation" Focus Area of the Strategic Plan:

⇒ **GOAL C.1:** Protect the city's unique cultural heritage and identify

⇒ **GOAL C.2:** SMART growth and redevelopment that incorporates historic community characteristics



HIS

HISTORIC & CULTURAL RESOURCES ELEMENT

Historic resources provide a physical link to past human activity. “Historic resources” are also “cultural resources”, but the term “cultural resources” has broader application that extends to expressions of living culture. Tarpon Springs has a wealth of historical and cultural resources, including individual buildings, archaeological sites, a National Register of Historic Places (NHRP) downtown district, the Greektown NHRP Traditional Cultural Property district, a local historic district, two NHRP listed cemeteries, and enduring cultural practices rooted in the community’s history. Tarpon Springs cultural resources contribute to local identity and sense of place, establish continuity with the past, and provide opportunities for greater understanding of human history and its relationship to the present. Continued identification, evaluation, preservation, and interpretation of historic and cultural resources is vital to maintain the diverse qualities that set Tarpon Springs apart from other communities.

Historic resources are finite: their loss is irretrievable and irreversible. The Historic and Cultural Resources Element seeks to:

- Establish goals, objectives and policies to preserve and protect cultural resources for current and future generations.
- Provide for the establishment of regulatory and administrative procedures to review and mitigate the impacts of development activities on cultural resources.
- Allow for the development of programs to support and incentivize preservation.
- Promote education about the city’s cultural resources, and the value of their continued preservation.

Strategic Plan Alignment

The revised Historic and Cultural Resources Element aligns with the following goals and objectives of the City’s Strategic Plan:

⇒ **Objective C.1.1:** Market and promote the rich cultural heritage, resources, and diversity of the City.

⇒ **Objective C.1.2:** Create a plan to connect the cultural footprint throughout the City.

⇒ **Objective C.1.3:** Seek grant opportunities to preserve the culture and rich heritage.

⇒ **Objective C.2.1:** Incorporate culture, heritage and preservation into sustainability planning.

⇒ **Objective C.2.2:** Strengthen the comprehensive and land use regulations with stronger adherence to historic community characteristics.

2023 Update Summary

Updates to the goals, objectives and policies address:

⇒ Expanded to include cultural resources.

⇒ New goal to recognize the diversity of cultural traditions and foster artistic expression.

⇒ New policies to encourage additional preservation plans and regulatory tools.

⇒ New policies to consider additional incentives for preservation.

⇒ New policy to implement the Adaptation and Resiliency Plan for the Historic District and Greektown.

⇒ Updated references.

⇒ Removal of ‘9J-5’ references.

Goals, Objectives, and Policies

HIS 1: IDENTIFY, PRESERVE, AND PROTECT ARCHITECTURAL, HISTORICAL, CULTURAL, AND ARCHAEOLOGICAL RESOURCES.

HIS 1.1: Update historic, archaeological, and cultural resource surveys, ordinances, guidelines and databases.

HIS 1.1.1: Continue to update the original Historic Site Inventory.

HIS 1.1.2: Prepare new Florida Master Site File/Historical Site Inventories for previously undocumented properties as they become 50 years old.

HIS 1.1.3: Continue to use the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, the Standards for Review codified in the Land Development Code, and the City of Tarpon Springs Historic District Design Review Guidelines Manual in the Certificate of Appropriateness process.

HIS 1.1.4: Continue to pursue ongoing grant funding to fulfill the goals, objectives and policies of this Element.

HIS 1.1.5: Integrate Florida Master Site Files into the City's public-facing Geographic Information System.

HIS 1.1.6: Evaluate Comprehensive Zoning and Land Development Code regulations to identify revisions to better support the goals, objectives and policies of this Element.

HIS 1.2: Protect against demolition of significant sites throughout the City by increasing the number of designated historic and cultural resources.

HIS 1.2.1: Study the eligibility of individual archaeological, historic, and cultural resources for listing in the local or National Register of Historic Places.

HIS 1.2.2: Protect historic and cultural resources and sites outside of local or National Register Historic District through designation as an historic site or landmark.

HIS 1.3: Consider designation of new historic districts in the City where community support is demonstrated and apply context-sensitive guidelines for preservation.

HIS 1.3.1: Consider historic designation of neighborhoods that have been documented by a comprehensive historic and architectural survey.

HIS 1.3.2: Encourage the development of community-driven plans for historic districts to guide future preservation and complimentary development.

HIS 1.3.3: Consider the use of neighborhood conservation overlay districts to apply preservation guidelines specific to the area.

HIS 1.4: Preserve historic, archaeological, cultural. architectural and ecological resources.

HIS 1.4.1: In the event of any annexation of land, the City shall determine if the area includes any historic, archeological, and architectural resources to be preserved.

HIS 1.4.2: Apply preservation policies and ordinances in the review of proposed land development activities involving historic structures.

HIS 1.4.3: Review building permit and redevelopment requests that affect historic structures in accordance with the exemptions permitted by the Florida Building Code and Federal Emergency Management Agency (FEMA).

HIS 1.4.4: Maintain City historic property in accordance with the Secretary of the Interior's standards.

HIS 1.5: Protect archaeological sites through the Land Development Code.

HIS 1.5.1: Institute density transfers in conjunction with preservation easements for archaeological sites.

HIS 1.5.2: Require mitigation of archaeological sites prior to land development activities if avoidance is not feasible.

HIS 1.5.3: Consider developing an archaeological probability determination policy for use in the review of proposed land development activities.

HIS 1.6: Preserve historic and architectural resources by integrating historic preservation into local emergency management.

HIS 1.6.1: Continue to update and maintain the Florida Master Site File Inventory in order to keep current data on structures in the Historic District.

HIS 1.6.2: Historic and cultural preservation principles will be considered in the hazard mitigation and emergency management planning processes.

HIS 1.6.3: Develop an expedited Certificate of Appropriateness review process for the repair/restoration of historical resources in the event of an emergency or disaster.

HIS 1.6.4: Prepare emergency response plans for individual City-owned historic resources.

HIS 1.6.5: Implement the Adaptation and Resiliency Plan for the Historic District and Greektown, hereby adopted by reference.

HIS 1.7: Provide incentives and programs to encourage the protection and restoration of significant historic resources.

HIS 1.7.1: Consider implementation of a façade grant program for designated historic structures.

HIS 1.7.2: Consider and evaluate the establishment of a grant program to assist lower-income residents with repair and restoration of designated contributing and contributing-altered structures.

HIS 2: INCREASE PUBLIC AWARENESS AND EDUCATION OF THE HISTORIC PRESERVATION PROCESS.

HIS 2.1: Provide education on protection of historic, cultural, and archaeological resources.

HIS 2.1.1: Conduct public information campaigns to increase awareness of historic preservation procedures and programs.

HIS 2.1.2: Develop and maintain a list of historic properties that are threatened by demolition through neglect.

HIS 2.1.3: Develop programming to inform the public about historic preservation issues within the City.

HIS 2.1.4: Continue and expand landmark signage and plaque program to increase public awareness of historic and cultural resources, and seek partners to implement the plan.

HIS 2.1.5: Develop historic and cultural interpretive programs to engage visitors and residents.

HIS 2.2: Develop a program to promote historic and cultural tourism as part of the asset-based economic strategy.

HIS 2.2.1: Consider designating significant scenic open spaces and parks within the city, including, but not limited to Craig Park, Tarpon Avenue, Spring Bayou, Whitcomb Bayou, Sunset Beach, and Dorsett Park and develop corresponding preservation and/or development regulations within the Historic Preservation Ordinance.

HIS 2.2.2: The City shall utilize street furniture, lighting, signage, and landscaping to enhance historic areas.

HIS 2.2.3: Work with Pinellas County Historic Preservation Board, Tarpon Springs Area Historical Society and other partners to develop walking tours and/or other forms of visitor engagement with the City's historic assets.

HIS 3: RECOGNIZE THE DIVERSITY OF CULTURAL TRADITIONS AND FOSTER ARTISTIC EXPRESSION TO ENRICH QUALITY OF LIFE FOR RESIDENTS AND VISITORS.

HIS 3.1: Support and raise awareness of the diverse, evolving cultural heritage of the City.

HIS 3.1.1: Permit arts and cultural events, celebrations, programs, and exhibits at City buildings, outdoor spaces, and parks.

HIS 3.1.2: Equitably support cultural arts programs and access to these resources for all ages, incomes, and abilities throughout the City.

HIS 3.2: Use art and design in public spaces to enhance sense-of-place.

HIS 3.2.1: Prepare a Public Art Master Plan to identify opportunities and locations for public art and establish priorities.





INFRASTRUCTURE

The Utilities and Capital Improvements Elements correspond and align with the following Goals from the "Infrastructure" Focus Area of the Strategic Plan:

- ⇒ **GOAL A.1:** A City-Wide Clean Energy Program
- ⇒ **GOAL A.2:** A Comprehensive Infrastructure Master Plan
- ⇒ **GOAL A.3:** Environmental Impact Preparedness

U

UTILITIES ELEMENT

The Utilities Element covers the City's planning for potable water distribution, wastewater collection, stormwater runoff handling, and disposal of solid waste. The City 's capacity to serve its current and future citizen populations with respect to all four of these public facilities is intact and in fact, exceeded. The City's citizens are to be commended for individually responding to the need to reduce per capita demand for services, notably through participation in water conservation, reclaimed water use, and solid waste reduction. The challenge that will define planning going forward is the condition and stability of infrastructure for service delivery. Water delivery, wastewater collection and stormwater handling/conveyance infrastructure systems are in some cases incomplete, but are primarily experiencing significant aging, similar to other older cities in Pinellas County. The approach to meeting this challenge involves:

- Continuing to strive for greater efficiency and stability of user impacts on a per capita basis;
- Investing in Citywide studies and master planning, both alone and in conjunction with other governmental entities;
- Pursuit of outside funding to augment and spread the burden of costs for facility maintenance and improvements;
- Programming and implementation of a capital program for proactive facility upgrades and replacements.

Strategic Plan Alignment

The revised Utilities Element aligns with the following goals and objectives of the City's Strategic Plan:

⇒ **Objective A.2.3:** Formalize a City-wide maintenance plan to improve the City's infrastructure.

⇒ **Objective B.1.1:** Maintain stormwater action plan for environmental cleanliness for waterways, streets, stormwater, sidewalks, drinking water, sewage, beaches and parks.

⇒ **Objective B.1.3:** Minimize impact of wastewater on the environment.

2023 Update Summary

Updates to the goals, objectives and policies address:

⇒ Language that is outdated due to changes in regulations, operations and entities.

⇒ Language that can be removed due to completed initiatives (a significant portion of the Utilities Element fits this category).

⇒ Replacement language that is updated to reflect current initiatives, regulations, studies and master planning.

⇒ Language that could be consolidated into fewer statements while maintaining intent.

⇒ Language that can be found elsewhere in the Comprehensive Plan.

Goals, Objectives, and Policies

U 1: PROVIDE SANITARY SEWER SERVICE TO MEET THE EXISTING AND FUTURE NEEDS OF THE SERVICE AREA POPULATION WITHOUT ADVERSE AFFECTS ON THE NATURAL ENVIRONMENT.

U 1.1: Provide the level of service necessary for proper wastewater treatment and disposal in order to ensure the protection of the City's citizens and the environment.

U 1.1.1: Adopt a level of service design standard for sanitary sewer of 100 gallons per capita per day (gpcd) consistent with the current wastewater capacity design standards adopted by the Florida Department of Environmental Protection (FDEP). This standard is established for the City of Tarpon Springs and shall be used in determining the availability of facility capacity and the demand created by new development.

U 1.1.2: Maintain service compliant with applicable state design standards as adopted by FDEP, and, evaluate the Land Development Code for consistency with those standards.

U 1.1.3: The City shall require developer participation to fund sewer system expansion when it is deemed necessary by the Public Services Department based upon an engineering review.

U 1.1.4: Provide a process and appropriate criteria for property located in the unincorporated areas of Pinellas County requiring City sewer service to annex into the municipal limits of the City.

U 1.1.5: Maintain the 5-Year wastewater treatment facility capacity analysis report to monitor and anticipate capacity.

U 1.2: Develop and implement a plan to improve the resiliency of critical wastewater facilities.

U 1.2.1: Utilize the results of the most recently completed City-wide vulnerability assessment and adaptation plan, as updated from time to time, along with other relevant information to prioritize and implement facility improvements to reduce the vulnerability of City wastewater facilities to flooding, sea-level rise, and hurricane damage.

U 1.2.2: The City shall consider siting future wastewater treatment facilities outside of the Coastal High Hazard Area to the extent practicable.

U 1.3: Repair, replace and rehabilitate aging wastewater infrastructure in a proactive manner.

U 1.3.1: Develop an updated 20-year wastewater capital facilities plan on a five year cycle, and, review and track goals and progress through the annual update of the Capital Improvements Program (CIP) and 5-year schedule.

U 1.3.2: The City shall continue to correct existing sewer line and manhole infiltration by the replacement or slip-lining of deficient sewer lines.

U 1.4: Continue to improve the efficiency of wastewater operations.

U 1.4.1: Utilize a proactive maintenance program and modern asset management system to minimize equipment downtime and reduce unscheduled maintenance.

U 1.4.2: Evaluate and incorporate new treatment, instrumentation, automation, and process control technologies into the wastewater treatment facility to ensure that the most current standards are met for Advanced Wastewater Treatment (AWT).

U 1.4.3: Continue to evaluate and explore options for energy efficiency and alternative energy options in wastewater operations, including the electrification of the vehicle fleet and the use of solar energy where appropriate.

U 1.5: Coordinate the extension of the sewer system to meet future needs.

U 1.5.1: Maintain the 20-year wastewater capital facilities plan for planning of the sanitary sewer collection system, and, implement sound fiscal policies for funding in conjunction with the City's potable water system as provided under Goal 4 of this element.

U 1.5.2: Continue to evaluate funding options for implementation of septic to sewer projects according to the existing septic to sewer master plan and applicable funding sources.

U 1.6: Provide reclaimed water to the residents of the City in an efficient and financially feasible manner and continue to meet or exceed the Southwest Florida Water Management District's 75% reclaimed water utilization goal.

U 1.6.1: Reuse of treated wastewater shall be the preferred method of effluent disposal over surface water discharge.

U 1.6.2: The City shall require the extension of reclaimed water service lines to serve new development if it is feasible as determined by the Public Services Department.

U 1.7: Continue to provide sound fiscal management for the operation and maintenance of wastewater service in the City's service area.

U 1.7.1: Charge user fees to cover system operating costs and repayments of capital costs, and, allow for repair and replacement of existing facilities. Continue to evaluate new rate structures as necessary.

U 1.7.2: Set aside funds for repair and replacement of the wastewater system and prevent diversion of such funds to other uses.

U 1.7.3: Continue to seek financial support for the wastewater capital improvement program through grants administered by appropriate regional, state and federal agencies.

U 2: COLLECT AND DISPENSE OF SOLID WASTE IN AN EFFICIENT, FINANCIALLY FEASIBLE AND ENVIRONMENTALLY SAFE MANNER, AND REDUCE THE SOLID WASTE STREAM.

U 2.1: Continue to maintain adequate levels of service for the solid waste collection and disposal needs of existing and future populations.

U 2.1.1: Adopt a Level of Service (LOS) standard for solid waste of 1.3 tons per person per year consistent with the Pinellas County countywide LOS standard. This standard is established for the City of Tarpon Springs and shall be used in determining the availability of facility capacity and the demand created by new development.

U 2.2: Continue to develop collection and transport strategies which minimize costs and use optimally located waste transfer facilities.

U 2.2.1: Set standards for the provision of safe, sanitary and consistent solid waste collection service to all properties within the municipal limits. The City shall be the sole provider of solid waste and recycling disposal services within the municipal limits.

U 2.2.2: Collection services shall not be extended to properties outside the City limits unless sufficient capacity exists to serve the committed municipal area.

U 2.3: Continue to provide sound fiscal management for solid waste collection, transport, disposal and recycling.

U 2.3.1: Charge fees to customers to adequately cover system operating costs, repayments of capital costs and allow for repair and replacement of existing facilities.

U 2.3.2: Regularly evaluate and identify the need for improvements and additional capacity required to manage solid waste collection and transport.

U 2.3.3: Continue to explore and implement appropriate staging and hauling methods such as the use of compactors and similar technologies in order to introduce cost-saving efficiencies for both the City and the customer.

U 2.4: Continue a solid waste reduction and recycling program to conserve natural resources, minimize solid waste disposal needs and maximize the existing County disposal facilities' capacity and life.

U 2.4.1: Maintain a solid waste recycling program that includes collection of recyclable solid waste material and transport to appropriate facilities.

U 2.4.2: Explore methods for waste volume reduction that involve other local governments and non-governmental organizations to promote appropriate materials salvage, reuse and recycling programs in the City.

U 2.4.3: Continue and expand the City government recycling program to include waste volume reduction and waste reuse measures for City facilities, operations and construction projects.

U 2.4.4: Continue and expand the City's ongoing public education program involving all age groups and media venues, to provide for best waste stream reduction practices and optimal recycling participation.

U 2.5: Continue to coordinate with other local governments in the Countywide solid waste disposal program.

U 2.5.1: Continue to participate in the Pinellas County Solid Waste Disposal Recycling and Resource Recovery Programs.

U 2.5.2: Continue to participate on the Pinellas County Technical Management Committee.

U 2.5.3: Coordinate with Pinellas County and other local governments as needed to update identification of locations for staging and management of storm event debris.

U 3: PROVIDE AN EFFICIENT STORMWATER MANAGEMENT PROGRAM THAT ALLEVIATES CHRONIC FLOODING AND IMPROVES THE QUALITY OF STORMWATER DISCHARGING INTO LOCAL RECEIVING WATERS.

U 3.1: Maintain adequate levels of stormwater management service for existing and future populations.

U 3.1.1: The adopted Level of Service standard for stormwater retention facilities in open basins is the attenuation of the 25-year frequency storm, 24-hour duration. For facilities in volume-sensitive basins it is the net increase in runoff volume for the 100-year, 24-hour storm event . These standards shall be used in determining the availability of facility capacity and in determining the demand created by new development and redevelopment.

U 3.1.2: Maintain implementing land development regulations and accompanying technical specifications to provide specific standards and design guidance for development compliance with the level of service.

U 3.1.3: Continue City's policy to implement a regulatory stormwater program primarily through on-site retention of stormwater for new development, and, through appropriate conveyance restrictions to the City stormwater system for redevelopment. It is the City's policy to not invest in major geographic expansions of its existing City system to serve new development.

U 3.1.4: Require stormwater facilities to comply with Southwest Florida Water Management District (SWFWMD) regulations.

U 3.1.5: Ensure that the City's stormwater management regulatory program is coordinated with the City's floodplain management regulatory program.

U 3.2: Design and maintain a comprehensive Citywide stormwater management program for management of stormwater quantity and quality in the publicly maintained system.

U 3.2.1: Maintain and periodically update the Stormwater Action Plan that assesses flooding conditions and problem areas occurring within the City limits, and, provides conceptual solutions towards flood volume abatement and enhancement of water quality by utilizing treatment systems and best management practices.

U 3.2.2: Ensure that the Stormwater Action Plan includes a prioritized capital improvement plan for implementation and consideration in the City's annual adoption of the 5-year schedule of capital improvements.

U 3.2.3: Continue participation in and compliance with the National Pollutant Discharge Elimination System (NPDES) program to address abatement of water pollution resulting from stormwater runoff.

U 3.2.4: Continue active participation in the National Flood Insurance Program through the City's Floodplain Management Program for the purpose of recognizing flood prone areas and reducing flood damage and loss through the Community Rating System, repetitive loss designations and similar initiatives.

U 3.2.5: Participate in interlocal agreements and cooperative projects to evaluate and manage watersheds in which the municipal area of the City is located including the St. Joseph's Coastal Watershed, the Lake Tarpon Watershed, the Klosterman Bayou Watershed and the Anclote River Watershed.

U 3.2.6: Ensure that the City's regulatory framework (regulations and design manual) are updated as necessary to reflect new and revised data informing the City's stormwater action plan and watershed management.

U 3.2.7: Seek cooperative and grant funding from local, state, regional and federal sources and agencies to implement the stormwater action plan.

U 3.3: Maintain and, where possible, enhance City stormwater system infrastructure and operation to reduce the adverse effects of chronic and storm-related flooding events.

U 3.3.1: Continue to provide a program of regular maintenance of the City's stormwater management system to ensure maximum efficiency and performance.

U 3.3.2: Ensure that stormwater facility maintenance include measures to remove trash, sedimentation and other debris which impede flow, and, incorporate structural and non-structural measures to reduce or eliminate the discharge of oil, grease, heavy metals and other suspended particles into stormwater management systems.

U 3.3.3: Maintain a proactive enforcement program against illicit discharge of pollutants into and/or through stormwater conveyance systems, and, against private stormwater infrastructure that is not maintained in compliance with City standards.

U 3.3.4: Continue and expand the City's ongoing public education program involving all age groups and media venues, as the best way to achieve a pollutant-free conveyance of stormwater runoff in and from the City through the implementation of best management practices by its citizens.

U 3.3.5: Maintain and periodically update the City's stormwater utility fee to fund maintenance of the City's stormwater system and program. Consider update of the fee system through periodic analysis and application of the total impervious surface of individual properties to calculate the fee.

U 3.3.6: As regular maintenance warrants the planned repair and/or replacement of aging stormwater infrastructure, consider the installation of expanded and/or technologically advanced system components where advisable as opportunities arise.

U 3.4: Incorporate long-term sustainability and resiliency principles into the stormwater management program.

U 3.4.1: Incorporate appropriate low-impact development and green infrastructure principles and methods into the City's regulatory and public infrastructure stormwater programs.

U 3.4.2: The City shall require sodding and appropriate landscaping as components of the drainage system for natural filtration and erosion control.

U 3.4.3: Preserve and buffer waterbodies, wetlands and wetland hydrology to ensure that natural stormwater conveyance and storage are maintained as a way to prevent exacerbation of stormwater flooding, and to ensure that new stormwater systems do not affect natural hydrologic functions.

U 3.4.4: Adapt the City's stormwater program to plan for future sea level rise consistent with program guidance and funding requirements of the State of Florida, including both regulatory and infrastructure components of the program.

U 3.4.5: Consider the development of a stormwater master plan for the City's core area of downtown including the Special Area Plan district and the surrounding historical plats of record, with the intent of generating a multi-faceted approach that includes the use of dedicated public rights-of-way, private maintenance of certain components, incorporation of stormwater parks/green space, and other creative or innovative initiatives.

U 4: CONTINUE TO DEVELOP AND MAINTAIN THE CITY'S POTABLE WATER SUPPLY SYSTEM TO MEET ANTICIPATED DEMAND.

U 4.1: Maintain adequate potable water Levels of Service for existing and future populations.

U 4.1.1: The adopted Level of Service standard for potable water is 110 gallons per capita per day (gpcd) at a pressure of 50-60 pounds per square inch (psi). This standard shall be used in determining the availability of facility capacity and demand created by new development, unless there is other information which indicates that a proposed development is likely to require additional water supply beyond this standard.

U 4.1.2: Evaluate the land development code for consistency with applicable state design standards as adopted by the Florida Department of Environmental Protection.

U 4.2: Provide adequate quantities and qualities of water service to all customers in the Tarpon Springs service area.

U 4.2.1: Ensure that land development regulations, building codes and City ordinances adequately address water system provisions.

U 4.2.2: Ensure that when new subdivisions are being developed, it shall be the responsibility of the developer to provide internal water systems which are constructed to City specifications.

U 4.2.3: Continue to construct water system improvements which will provide adequate quantity, pressure and duration of fire flows while meeting system user needs.

U 4.2.4: Continue to construct improvements which will conserve energy, water and other valuable resources.

U 4.2.5: Continue to identify, acquire and develop sources of water supply to meet current and future water demands.

U 4.2.6: Data and analysis is required for all Future Land Use Map amendments which demonstrate that adequate water supplies and associated public facilities will be available to meet projected growth demands.

U 4.3: Continue to operate and maintain the water system in a safe, sound and efficient manner.

U 4.3.1: The City shall develop, fund, and implement a long term plan for replacement of aging water mains, particularly galvanized and cast iron water mains. The plan shall be prioritized based on sound engineering principles such as level of service, local water quality, pipe age and material and other similar factors, to ensure an equitable level of infrastructure funding throughout the City.

U 4.3.2: Continue to monitor water quality and the operation of the water distribution system with the intent of repairing and replacing deficient portions of the system within the framework of the capitalized budgeting process.

U 4.3.3: Continue to replace aging small diameter water mains and provide adequate spacing of fire hydrants to provide adequate levels of fire protection.

U 4.3.4: Require at the time of application for connection to the public potable water system, that minimum fire flows and hydrant spacing be consistent with fire district standards.

U 4.3.5: Evaluate and incorporate new treatment, instrumentation, automation, and process control technologies into the water treatment facility.

U 4.3.6: Utilize a proactive maintenance program and modern asset management system to minimize equipment downtime and reduce unscheduled maintenance.

U 4.3.7: Continue to evaluate and explore options for energy efficiency and alternative energy options in water operations, including the electrification of the vehicle fleet.

U 4.3.8: Establish and update as necessary, designated wellhead protection areas around existing and future potable water wells for the purpose of groundwater protection.

U 4.4: Continue to provide sound fiscal management for the operation and maintenance of potable water service in the City's service area.

U 4.4.1: Charge user fees to cover system operating costs, repayments of capital investments and to allow for repair and replacement of existing facilities. Continue to evaluate new rate structures as necessary.

U 4.4.2: Prioritize and schedule major improvements through the capital improvements program.

U 4.4.3: Set aside funds for repair and replacement of the water system and do not divert those funds to other uses.

U 4.4.4: Continue to seek financial support for the creation of a municipal water system though grant programs administered by appropriate regional, state and federal agencies.

U 4.4.5: Modify the building code and land development regulations to provide standards for improved indoor and outdoor water conservation in new construction.

U 4.4.6: Develop and maintain rate structures and policies which encourage conservation of potable water.

U 4.4.7: Provide public education materials to inform citizens of the need and opportunities for conserving potable water.

U 4.4.8: Provide a process and appropriate criteria for property located in the unincorporated areas of Pinellas County requiring City service for potable water to annex into the municipal limits of the City.

U 4.5: Coordinate with other government agencies to meet regional and local water supply challenges.

U 4.5.1: The City shall continue to cooperate with the Southwest Florida Water Management District (SWFWMD), Pinellas County, and other regional entities in collaborative activities that promote solutions to regional water supply challenges, including water supply planning, hydrologic data collection, water conservation, regional studies, and similar efforts. This includes completion of the 10-year water supply work plan for consistency with the 5-year updates of the SWFWMD's regional water supply plan. The water supply work plan, as updated on a 5-year cycle, is hereby adopted as reference document.

U 4.5.2: The City shall recognize the importance of groundwater aquifer recharge, and provide wellfield protection policies to protect water quality in the City's water supply wells.

U 4.5.3: The City shall continue to coordinate with SWFWMD and Pinellas County Utilities on the operation of the City's Reverse Osmosis Water Facility, the establishment of level-of-service standards, resource allocations, changes in service areas and annexations.

U 4.6: Anticipate and plan for emerging water supply and drinking water regulations for the protection of public health.

U 4.6.1: Evaluate emerging water quality standards and new regulatory changes and develop plans to meet these requirements in a proactive manner.

U 4.6.2: Develop a robust utility operations cybersecurity program to meet National Institute of Standards and Technology (NIST) and Environmental Protection Agency (EPA) standards for water and wastewater operational networks.

U 4.6.3: Dedicate funding and other necessary resources to meet the EPA Lead and Copper Rule, emerging rules on polyfluoroalkyl substances (PFAS) and other emerging contaminants.





CIE

CAPITAL IMPROVEMENTS ELEMENT

The Capital Improvements Element provides the framework by which the City plans for the completion of capital projects needed to ensure the delivery of adequate public facilities and meet adopted levels of service. The Capital Improvements Element (CIE) differs from the City's Capital Improvements Program (CIP) in that the element only addresses those facilities derived from other elements of the Comprehensive Plan. It focuses on the capital outlay required to meet existing deficiencies and maintain adopted level of service standards for the expected population growth over the planning horizon. Overall the City is currently well-positioned with respect to its ability to accommodate growth expected through the year 2040. The City's capital improvements strategy is mainly focused on maintenance and upgrades of existing systems, especially those that are aging (e.g., the City's wastewater treatment system). Addressing service deficiencies of existing systems is also a significant focus (e.g., stormwater handling system). Significant changes to state law that have taken effect since the Capital Improvements Element was last updated. These changes allow the City to provide a more focused and concise element that includes:

- Clarification of the scope of capital improvements being planned for, the 5-Year schedule improvements and the capital improvements program.
- A guidance framework for prioritizing, selecting and implementing capital projects that ensures adequate facilities and levels of service.
- Ensuring the consistency and update of capital improvements, including proportionate fair share of new or expanded facilities needed to accommodate new development.
- Ensuring timely provision and funding of capital improvements, including proportionate fair share of new or expanded facilities needed to accommodate new development.

Strategic Plan Alignment

The revised Capital Improvements Element aligns with the following goals and objectives of the City's Strategic Plan:

⇒ **Objective A.2.1:** An integrated planning process to develop a Capital Improvements Plan.

⇒ **Objective A.2.2:** Implement a Capital Improvements Plan that improves, expands and modernizes our roads, sewers, waterway, utilities and other infrastructure.

⇒ **Objective F.2.1:** Utilize the Strategic Plan as a tool to prioritize budgeting, annual and long-range capital expenditures.

2023 Update Summary

Updates to the goals, objectives and policies address:

⇒ Language that is outdated due to changes in regulations, operations and/or entities.

⇒ Replacement language and reorganization to layout a clear approach to capital improvements planning and provides the policy basis for adequate facilities and concurrency management ordinances found in the Land Development Code.

⇒ Language that could be consolidated into fewer statements and policies while maintaining intent and clarity of the capital improvements planning framework.

⇒ Language that can be found elsewhere in the Comprehensive Plan (e.g., Level of Service Standards)

Goals, Objectives, and Policies

CIE 1: ESTABLISH A WELL-ORGANIZED AND APPROPRIATE PLAN TO PROVIDE NEEDED PUBLIC FACILITIES TO ALL RESIDENTS WITHIN THE CITY'S JURISDICTION IN A MANNER WHICH PROTECTS PUBLIC AND PRIVATE INVESTMENTS IN EXISTING FACILITIES, MAXIMIZES THE USE AND VALUE OF EXISTING FACILITIES AND ENSURES THAT EXISTING AND NEW FACILITIES ARE PREDICATED ON A BASIS OF SOUND FISCAL POLICY.

CIE 1.1: Provide capital improvements necessary to correct existing deficiencies, to accommodate future growth and to replace obsolete or worn-out facilities.

CIE 1.1.1: Include within the Capital Improvements Element (CIE) a schedule of projects required to accommodate projected growth covering a minimum 5-year period. Capital improvements are defined for purposes of the CIE as physical assets, constructed or purchased, that have a minimum useful life of ten (10) years and a minimum total cost of $50,000. The 5-Year schedule of projects is included in the City's Annual Budget, updated annually, and hereby incorporated by reference.

CIE 1.1.1: The Capital Improvements schedule will identify funded and unfunded needs to accommodate growth for the minimum 5-year period. Capital improvements projects identified as deficiencies will be prioritized in the 5-year schedule.

CIE 1.1.3: The annual review of the capital improvements schedule shall include the following considerations:

a) Update of actual and projected new development,
b) Update of remaining capacity of public facilities,
c) Update of cost, revenue, and timing of facilities along with necessary adjustments based on ability to meet the 5-year schedule,
d) Update on elimination of deficiencies and meeting the needs of future development,
e) Effective maintenance of level of service standards,
f) Coordination with the plans of state and regional agencies, and private providers of public facilities within the City's jurisdiction, and,
g) Effectiveness of impact fee and proportionate share funding administration.

CIE 1.1.4: Adopt a Capital Improvements Program (CIP) with the annual City budget which will:

a) Identify improvements that are scheduled in the succeeding 5-year period according to capital needs in the areas of water, sewer, solid waste, drainage, roads, libraries, parks and recreation, public buildings and facilities (including hurricane shelter facilities), law enforcement, fire protection, emergency services and other capital needs,
b) Ensure that level of service standards are maintained,
c) Show the need and funding source for each funded capital project for the 5-year period and program funding levels sufficient to implement required projects including analysis, planning and other implementation support activities, and,
d) Provide the basis for the City's annual capital budget that identifies the funding needs for implementation of the first year (budget year) of the adopted 5-year CIP and schedule.

CIE 1.1.5: As part of adoption of the annual budget and the 5-Year CIP, provide a rationale for any additions, deletions or revisions to projects prioritization that differs from the previous fiscal year's CIP.

CIE 1.1.6: Selection of projects included in the CIP shall be prioritized as follows:

a) The project is needed to protect public health and safety, or to fulfill the City's legal commitment to provide facilities and services including for development orders,
b) The project preserves or achieves full use of existing assets, thus maintaining or achieving adopted levels of service,
c) The project corrects an existing level of service deficiency,
d) The project significantly reduces the cost of providing a new or existing service,
e) The project corrects service level deficiencies resulting from new growth: first, to provide full service to existing developed areas or infill development, and, second, to provide directed infrastructure to projected growth areas,
f) The project results in an increase in level of service or represents a new service.

CIE 1.1.7: Selection of projects for inclusion in the CIP shall:

a) Be evaluated for consistency with, and implementation requirements of, this Plan,
b) Be evaluated for consistency with restrictions on public infrastructure expansion in the Coastal High Hazard Area described in the Coastal Management Element of this Plan,
c) Be evaluated for consistency with the facilities plans of state, regional and private facilities providers operating in the City.

CIE 1.2: Adequate facilities must be assured in order to support future development and redevelopment at adopted levels of service for each facility mandated by this Plan.

CIE 1.2.1: Maintain an adequate facilities ordinance and a concurrency management system to ensure that adequate facility capacity is available or will be available to serve development. For purposes of public facility planning the City shall use adopted Level of Service (LOS) standards set forth in the Future Land Use Element, the Transportation Element, the Utilities Element, the Recreation and Open Space Element, the Lifelong Learning Element and the Coastal Management Element of this Plan in reviewing impacts of growth on public facilities that are mandated by the Plan.

CIE 1.2.2: The City shall use the development approval process to ensure strict coordination of, and compliance with, the level of service standards through the adequate facilities ordinance ensuring adequate facilities are in place or funded to serve development, and, through the concurrency management system ensuring that, at the time development impacts are realized, adequate facilities are in place for those facilities so-designated: potable water, sanitary sewer, solid waste, and drainage.

CIE 1.2.3: Evaluate the potential impact on public facilities for proposed amendments to this Plan including:

a) Whether the proposal would generate public facility demands that will be met, or exceeded, by capacity increases planned and set out in the 5-year schedule of capital improvements,
b) Whether the proposal would exacerbate any existing or future public facility capacity deficiencies,
c) Whether the proposal would alter or otherwise diminish the level of service below the adopted levels of service,
d) Whether the proposal would adversely affect plans and programs of state agencies, water management districts, Pinellas County, or Pasco County, especially with respect to changes in levels of service or capital needs.

CIE 1.2.4: Continue to coordinate with Pinellas County Schools through the school interlocal agreement as updated from time to time and hereby adopted by reference, to monitor the amount, type, and distribution of population growth and school enrollment and to comply with the terms of the agreement to ensure maintenance of sufficient public school capacity to support the anticipated students from new residential developments consistent with the adopted level of service for public schools.

CIE 1.3: Identify and manage available or projected fiscal resources to ensure the timely provision of needed capital improvements for existing development, committed and active development orders, and, anticipated future growth.

CIE 1.3.1: Consider a variety of financing mechanisms for capital improvements including, but not limited to grants, impact fees, Penny for Pinellas allocation, special taxing districts or surtaxes as allowable by Pinellas County, tax increment financing, funding agreements, proportionate share funding, federal aid, state aid, general obligation bonds, revenue bonds, service changes and the general fund.

CIE 1.3.2: Maintain an impact fee ordinance to set forth procedures and standards that enable new development to meet its proportionate share of capital facilities costs for roads, parks, schools, public buildings and facilities (including hurricane shelter facilities), libraries, fire protection, emergency medical services, and law enforcement. Review impact fee levels periodically for needed updates.

CIE 1.3.3: Impact fees shall be used to cover costs for new or expanded public infrastructure facilities including, but not limited to, studies and surveys, planning and design, permitting, land costs, construction, materials and equipment. New development shall bear the cost of construction of any interim facilities and equipment and impact fee credits shall not be given for any interim infrastructure which is not utilized in the permanent system for the public facility.

CIE 1.3.4: Continue to utilize the City's share of the Pinellas County Transportation Impact Fee and all other impact fees collected from development projects as a dedicated funding source for new capital growth related to public and capital facilities in order to maintain level of service standards.

CIE 1.3.5: In addition to impact fees, continue to utilize enterprise funds as the dedicated funding source for capital growth related to utilities. These sources of funding will be used to meet or exceed the level of service standards for utilities.

CIE 1.4: Maintain a system and protocol by which future development is required to bear a proportionate cost of facility improvements necessitated by the development in order to adequately maintain adopted level of service standards.

CIE 1.4.1: Future development shall bear a proportionate share of the cost of new or expanded capital facilities required to accommodate such development, consistent with adopted levels of service and planning criteria for the required facilities. The imposition of impact fees, proportionate share mitigation and dedication requirements, development agreements, and funding agreements are some of the methods used to ensure that future development meets this requirement.



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GOOD GOVERNANCE

The Plan Administration, Property Rights, and Intergovernmental and Interagency Coordination Elements correspond and align with the following Goals from the "Good Governance" Focus Area of the Strategic Plan:

⇒ **GOAL F.2:** Effective and Efficient Implementation of City Policies and Plans


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PLAN ADMINISTRATION ELEMENT

Goals, Objectives, and Policies

PA 1: PURPOSE AND IMPLEMENTATION.

The purpose of this Element is to establish guidelines for the effective administration of the Comprehensive Plan document in accordance with the requirements of the Community Planning Act, and other applicable law. These administration techniques include guidelines on plan implementation, public participation, and plan progress monitoring.

PA 1.1: Goals, Objectives, and Policies.

Each element of the Comprehensive Plan contains a section of applicable goals, objectives, and policies that are designed to describe and identify programs, activities, and regulations through which the Comprehensive Plan is to be implemented.

PA 1.1.1: Goals are not designed to be implemented or enforced on a daily basis. Instead, goals are intended as the long-range end toward which the City desires to be directed. Objectives serve as a benchmark or interim measure with which progress toward the goals can be identified. The objectives tend to be specific, and are often measurable. Policies represent the guiding principles upon which land use regulations are based and land use decisions are made.

PA 1.1.2: Goals, objectives, and policies are not listed in any order of importance. All goals, objectives, and policies shall be considered of equal importance in the implementation of this Comprehensive Plan.

PA 1.2: Development Order Defined.

A "development order" shall be defined as any building permit, subdivision approval, zoning permit, rezoning, certification, agreement, conditional use, variance, or any other official action of local government having the effect of permitting the development of land.

PA 1.3: Consistency.

All development orders reviewed after the effective date of this Comprehensive Plan shall only be issued if they are consistent with the goals, objectives, and policies contained within the adopted plan. Requests for development order approval shall be reviewed in accordance with, and shall be consistent with, all elements of the Comprehensive Plan.

Consistency shall mean to further the intent of the Comprehensive Plan. Inconsistency shall be determined when a development order is in conflict with the goals, objectives, policies and strategies of the Comprehensive Plan.

PA 1.4: Interpretation.

The following factors shall be considered in the interpretation of this Comprehensive Plan:

PA 1.4.1: Terms not defined shall be interpreted in the following order of importance:

a) By reference to the relevant provisions of the Community Planning Act.
b) The guidelines for administration contained herein.
c) Generally accepted engineering, planning or other professional discipline's terminology if technical in nature.
d) According to common usage unless the content clearly indicates otherwise.

PA 1.4.2: The more specific statement shall control the general.

PA 1.4.3: The more restrictive statement shall have preference over the less restrictive.

PA 1.4.4: The goals, objectives, and policies of all elements are designed to be internally consistent, and, the intent of all elements shall be of equal importance.

PA 1.5: Land Development Code.
The Comprehensive Plan shall be implemented through a comprehensive set of land development regulations, to be known as a Land Development Code, adopted pursuant to the requirements of Section 163.3202, Florida Statutes. All land development regulations adopted pursuant to Chapter 163 shall be consistent with the Comprehensive Plan.

Development order review and approval may proceed under existing development regulations after adoption of the Comprehensive Plan only where consistent with the adopted Comprehensive Plan, and only until the effective date of a Land Development Code adopted pursuant to Section 163.3202, Florida Statutes.

PA 1.6: Development Agreements.
The City may desire to adopt a procedure for development agreements pursuant to the Florida Local Government Development Agreement Act (Florida Statutes 163.3221 et seq.) as a means of assuring the adequacy of public facilities. The procedure for development agreements shall be part of the Land Development Code.

PA 1.7: Local Planning Agency (LPA).
The Community Planning Act requires the designation of a Local Planning Agency (LPA) for the purpose of overseeing the formulation of a Comprehensive Plan and Land Development Regulations. The LPA function is one of conducting public hearings for the purpose of providing review, comments, and recommendations to the Board of Commissioners. The Planning and Zoning Board has been designated as the City's LPA.

PA 1.8: Amendments.
The City shall establish protocols and procedures for amending the Comprehensive Plan.

PA 1.8.1: Amendments to the Comprehensive Plan maybe initiated as follows:

a) By the Board of Commissioners and by City staff.
b) By recommendations to the Board of Commissioners made by the Local Planning Agency (LPA).
c) To the Future Land Use Map Series by a property owner.
d) To the Future Land Use Map Series by citizens having in excess of 50% interest in an affected area.

PA 1.8.2: Amendments to the Future Land Use Map Series shall be consistent with the goals, objectives, and policies of all Elements of the Comprehensive Plan.

PA 1.8.3: The types of amendments shall be as follows and as further defined/described in Chapter 163, Florida Statutes:

a) To the text of any element.
b) To the Future Land Use Map Series.
c) To the Schedule of Improvements, Capital Improvements Element, as formulated by the Board of Commissioners during budget review.

PA 1.8.4: The amendment procedure shall generally be as follows and as further defined in Florida Statutes:

a) Initiation, review and scheduling by staff.
b) Public notice in conformance with City and Statutory requirements.
c) Review and recommendation by the LPA.
d) Review and recommendation by the Board of Commissioners.
e) Review and recommendation by Forward Pinellas (countywide planning authority).
f) Transmittal to the State land planning agency where required.
g) Final action by the Board of Commissioners.
h) Transmittal of final adopted action to the State land planning agency.

PA 1.8.5: The review criteria for amendments shall include a consideration of the following:

a) Compliance with Florida Statutes Chapter 163.
b) An assessment of internal Comprehensive Plan consistency.
c) The effects upon other jurisdictions.
d) The effects upon adopted level of service standards.
e) The adequacy of data in the Comprehensive Plan or other documentation relating to the amendment.
f) Other criteria enumerated in the adopted Land Development Code.

PA 1.9: Plan Application.

Additional plan administration guidelines shall be enumerated as follows:

PA 1.9.1: Applications for development orders received prior to the effective date of the Comprehensive Plan may proceed to lawful issuance and construction provided the approval and construction processes continue unexpired and without interruption until the development is complete.

PA 1.9.2: All development orders issued after the effective date of the Comprehensive Plan shall be consistent with the provisions of the Plan.

PA 1.9.3: Single family residential development orders inconsistent with the density provisions of the Comprehensive Plan shall be permitted where a legal nonconforming lot is involved.

PA 1.9.4: Modifications to existing development orders shall be consistent with the Comprehensive Plan.

PA 1.9.5: Existing land use regulations shall be applied in a manner consistent with the Comprehensive Plan. In the event of a conflict between the Plan and existing land development regulations, the Plan shall prevail.

PA 2: PUBLIC PARTICIPATION.

Procedures are hereby adopted to provide for and encourage public participation in the planning process, including consideration of amendments to the Comprehensive Plan, and, evaluation and appraisal of the Comprehensive Plan.

PA 2.1: Procedure.

The procedures shall include the following:

PA 2.1.1: Provisions to assure that owners of real property are provided with notice of official actions that will affect the use of their property.

PA 2.1.2: Provisions for notice to keep the general public informed;

PA 2.1.3: Provisions to assure that there are opportunities for the public to provide written comments;

PA 2.1.4: Provisions to assure that the required public hearings are held; and,

PA 2.1.5: Provisions to assure the consideration of and response to public comments.

PA 2.2: Legal Notice.

Legal notice, at a minimum, shall be provided for in compliance with Florida State Statutes. More stringent legal notice requirements may be established by the City.

PA 2.2.1: Legal notice, whether by publication or mail, shall contain substantially the following information:

a) Date, time, and place of all scheduled hearings;
b) The subject matter to be discussed;
c) Where the subject matter may be inspected by the public;
d) That interested parties may appear and be heard;
e) That written comments will become part of the record;
f) That the hearing may be continued as necessary; and,
g) That an appeal of any action must be based on transcripts of the proceedings.

PA 2.3: Public Hearings.

The City shall establish protocols and procedures for public hearings on matters pertaining to the Comprehensive Plan.

PA 2.3.1: All amendment hearings shall be open to the public. At a minimum the following public hearings shall be scheduled:

a) A Local Planning Agency hearing before the Planning and Zoning Board;
b) A hearing of "first reading" before the Board of Commissioners, which may also be a transmittal hearing; and
c) An adoption hearing before the Board of Commissioners.

PA 2.3.2: Document Availability. The Comprehensive Plan document and proposed amendments to the Comprehensive Plan shall be posted on the City's web site and be made available in hard copy format when requested.

PA 2.3.3: Official Record. An official record shall be kept of all public hearings. Copies may be made available to the public upon request.

PA 2.3.4: Vote. An amendment shall require an affirmative vote of not less than a majority of the total Board membership for recommendation, transmittal, and adoption.

PA 2.3.5: Announcement of Public Hearings. The intention to hold and advertise additional public hearings shall be announced at each public hearing where additional hearings are necessary. The date of additional hearings shall be announced if they are scheduled.

PA 2.3.6: Public Comment. Written public comment received in a timely manner shall be made available to all reviewing Boards and will be attached to the meeting minutes.

PA 3: COMPREHENSIVE PLAN MONITORING, EVALUATION AND UPDATE.

In order to ensure implementation and adequacy of the adopted Comprehensive Plan it is necessary to establish guidelines for a monitoring and evaluation program. Results of the monitoring and evaluation shall then be used to adjust the Comprehensive Plan.

PA 3.1: Work Program.

The City shall maintain a coordinated work program towards implementation of the Comprehensive Plan. The work program shall include studies, projects, programs, initiatives, and regulatory updates Citywide, that carry out, or assist in carrying out the goals, objectives, policies and strategies of the Comprehensive Plan.

PA 3.2: Triennial Review.

It shall be the responsibility of the Board of Commissioners (BOC) to conduct a review and update, as needed, of the Comprehensive Plan every three (3) fiscal years, as outlined in the City Charter. The Board of Commissioners may direct that the Planning and Zoning Department and the LPA conduct such studies, data compilation, reporting and/or evaluation as may be necessary to assist the BOC in completing thier review and preparation of any necessary updates.

PA 3.3: Evaluation and Appraisal.

Every seven (7) years, pursuant to the requirements of Florida Statutes Chapter 163, the Planning Department, LPA and Board of Commissioners shall evaluate the Comprehensive Plan to determine if plan amendments are necessary to reflect changes in state requirements and shall notify the state land planning agency of the determination. If amendments are necessary, the City shall prepare and transmit the plan amendments within one (1) year of submittal of the aforementioned notification.



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Hellas Restaurant
Hellas Bakery
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PROPERTY RIGHTS ELEMENT

The Property Rights Element states how private property rights considerations factor into local government decision-making processes. As of 2021, this element is required to be included in a city's comprehensive plan, per Section 163.3177(6)(i)2, Florida Statutes (Chapter 2021-195, Laws of Florida). Tarpon Springs adopted the Property Rights Element in February 2022 and there have been no changes to this element as a part of the 2023 Comprehensive Plan Update.

Strategic Plan Alignment

The Property Rights Element aligns with the following goals and objectives of the City's Strategic Plan:

⇒ **Goal E.1:** Continuous interactive communication with residents.

⇒ **Goal E.2:** Expanded community outreach.

⇒ **Goal F.2:** Effective and efficient implementation of City policies and plans.

2023 Update Summary

Updates to the goals, objectives and policies address:

⇒ There are no proposed changes to the Property Rights Element.

Goals, Objectives, and Policies

PR 1: THE CITY SHALL ENSURE THAT REGULATORY AND LAND USE DECISIONS ARE BASED ON:

- **THE PUBLIC SAFETY, HEALTH AND WELFARE OF THE RESIDENTS, INSTITUTIONS, AND BUSINESSES OF THE CITY AS A WHOLE.**
- **THE GOALS, OBJECTIVES AND POLICIES OF THIS COMPREHENSIVE PLAN.**
- **MINIMIZING THREATS TO HEALTH SAFETY, AND WELFARE POSED BY HAZARDS, NUISANCES, INCOMPATIBLE LAND USES, AND ENVIRONMENTAL DEGRADATION.**
- **PROTECTION AND ENHANCEMENT OF NATURAL, HISTORICAL AND MAN-MADE RESOURCES FOR USE BY CITIZENS AND VISITORS.**
- **ESTABLISHED PRIVATE PROPERTY RIGHTS.**

PR 1.1: Consideration of Property Rights.

PR 1.1.1: Pursuant to Florida Statutes Chapter 163.316(10), the following rights shall be considered in local decision making:

1) The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.
3) The right of a property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4) The right of a property owner to dispose of his or her property through sale or gift (the terms "his" or "her" include any entity that may be a property owner).

PR 1.1.2: Consideration of property rights shall also include ensuring city regulatory and land use decisions are based primarily on the public safety, health and welfare of the residents, institutions, and businesses of the city as whole, and on the goals, objectives and policies of this comprehensive plan.

PR 1.1.3: All land use and regulatory decisions are required to follow the procedures, notice requirements, review criteria and appeal processes set forth in the City of Tarpon Springs, Florida Code of Ordinances.

PR 1.2: Private Property Rights Dispute Resolution.

PR 1.2.1: The City shall provide for and encourage dispute resolution as a means of resolving disputes related to private property rights.

PR 1.2.2: The City encourages the use of methods agreed to by the disputing parties and lawfully available for arbitration, mediation, or other forms of alternative dispute resolution. The City also ensures, by adoption of this element that disputing parties are made aware of the availability of dispute resolution methods provided under the Florida Land Use and Environmental Dispute Resolution Act (Florida Statutes Section 70.51).

PR 1.2.3: The City shall, as applicable, prepare and adopt procedures providing for the availability of the appeal of a City decision relative to the comprehensive plan, rezoning, or a development order.



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INTERGOVERNMENTAL & INTERAGENCY COORDINATION ELEMENT

The Intergovernmental Coordination Element coordinates the policies and activities set forth in the City's Comprehensive Plan with adjacent local governments, regional agencies, state agencies, nongovernmental organizations, private service providers, and other relevant entities. The main goal of the statutory requirement for this element is to ensure that coordination mechanisms are in place for the provision of services provided by governmental units that do not necessarily have regulatory authority over land use. Significant changes to state law that have taken effect since the Intergovernmental Coordination Element was last updated. The reader will notice that the revised element is much shorter. These changes allow the City to provide a more focused and concise element that meets its needs and the State Statutes including:

- Removal of all references to, and all verbiage required by, the now-repealed Rule 9J-5 of the Florida Administrative Code.
- Consolidation of the element to address coordination required by state law and areas that are essential to the implementation of the Comprehensive Plan.
- Reorganize the element to establish the coordination mechanism framework first, and then specify the coordination avenues to be pursued towards implementation of the Comprehensive Plan.

Strategic Plan Alignment

The revised Intergovernmental and Interagency Element aligns with the following goals and objectives of the City's Strategic Plan:

⇒ **Goal F.1:** Continuous improvement and innovation through a culture of accountability, open-mindedness, and respect.

⇒ **Goal F.2:** Effective ad efficient implementation of City policies and plans.

2023 Update Summary

Updates to the goals, objectives and policies address:

⇒ Language that is outdated due to changes in regulations, operations, entities and coordination issues.

⇒ Language that could be consolidated into fewer statements and policies while maintaining intent and clarity.

⇒ Replacement language and reorganization to lay out a clear approach to intergovernmental coordination including the mechanism used, the major entities and coordination topics relevant to the Comprehensive Plan, and, retention of the statutorily required dispute resolution process.

Goals, Objectives, and Policies

IC 1: PROMOTE INTERGOVERNMENTAL AND INTERAGENCY COORDINATION TO EFFECTIVELY IMPLEMENT THE COMPREHENSIVE PLAN.

IC 1.1: Establish a framework for ongoing coordination with non-governmental agencies/entities and, with government entities at the local, regional, state, and federal levels.

IC 1.1.1: Consider the use of methods for intergovernmental cooperation with other units of government through informal and formal means such as the use of interlocal agreements, joint planning agreements, joint infrastructure agreements, annexation review, reciprocal review agreements, committee members and liaisons, or other appropriate mechanisms.

IC 1.1.2: Maintain membership on the Tampa Bay Regional Planning Council.

IC 1.1.3: Continue participation by elected officials and administrative personnel on the Forward Pinellas Board, the Planner's Advisory Committee, and the Technical Coordinating Committee.

IC 1.1.4: Consider participation in collaborative multi-jurisdictional and multi-agency committees and initiatives addressing a wide variety of common issues such as housing/homelessness, future sea level rise, and other emerging topics.

IC 1.1.5: Identify and utilize, where appropriate and advantageous for the City, joint planning area mechanisms providing for annexation, facilities services, joint infrastructure projects, and other needs.

IC 1.1.6: Consider the use of the Voluntary Dispute Resolution Process as administered by the Tampa Bay Regional Planning Council to resolve disputes with other local governments, regional agencies and private interests that cannot be resolved through direct intergovernmental coordination.

IC 1.2: Coordinate with local, regional, state and federal agencies and with private utilities providers to facilitate improved cooperation, collaboration and communication towards implementation of the Comprehensive Plan.

IC 1.2.1: Forward all proposed large scale Future Land Use Map amendments north of the Anclote River to Pasco County in advance of the adoption hearing.

IC 1.2.2: Coordinate water supply planning with the Southwest Florida Water Management District's Regional Water Supply Plan.

IC 1.2.3: Coordinate with the St. Petersburg College Tarpon Springs Campus on workforce training, transit connections, collocation of facilities and other possible mutually beneficial initiatives.

IC 1.2.4: Coordinate Comprehensive Plan amendments with Forward Pinellas through established Countywide Plan review processes to ensure that consistency with the Countywide Plan is maintained.

IC 1.2.5: Coordinate the City's future transportation network with the Forward Pinellas Metropolitan Planning Organization's most recently adopted Long Range Transportation Plan.

IC 1.2.6: Work with the Pinellas County Emergency Management Department, the Tampa Bay Regional Planning Council and the State of Florida in the coordination and furthering of local emergency management plans and dissemination of information.

IC 1.2.7: Primarily through participation in the Forward Pinellas Metropolitan Planning Organization's Technical Coordinating Committee, coordinate City transportation planning with the Forward Pinellas Long-Range Transportation Plan, the Comprehensive Plans of Pinellas County and other relevant local governments, the Pinellas Suncoast Transit Authority, and, the Florida Department of Transportation's (FDOT's) Florida Transportation Plan and most recent FDOT District 7 Work Plan.

IC 1.2.8: Coordinate with public and private utility and service providers to improve service delivery that implements the City's adequate facilities and concurrency requirements and obligations.

IC 1.2.9: Ensure that public and private utility and service providers are coordinated with when planning City projects, and, ensure that utilities needs and future plans are considered in comprehensive planning and development review.

IC 1.2.10: Coordinate the management of the Anclote River Harbor with public entities having jurisdiction, including continued provision for maintenance dredging and disposal of dredge spoil.

IC 1.2.11: Continue to coordinate and participate in multi-jurisdictional and multi-agency efforts towards ecosystem management of the Anclote River, bayous, Lake Tarpon, and Gulf of Mexico through such programs as watershed management plans, the Florida Aquatic Preserve program, basin management action plans and similar programs.

IC 1.2.12: Implement the provisions of the Public Schools Interlocal Agreement, as updated from time to time and hereby adopted by reference, in coordination with Pinellas County Schools and the other local governments that are signatories to the Agreement In order to address:

a) Availability of school facilities concurrent with new residential development.
b) Coordination of Lifelong Learning Element updates, as needed.
c) Identification of opportunities for mutually beneficial collocation of community recreational and other facilities.
d) Other existing and emerging issues.

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TARPON SPRINGS 2040

COMPREHENSIVE PLAN

TARPON TOMORROW: Planning for the Future, While Preserving the Past

TARPON SPRINGS 2040

COMPREHENSIVE PLAN

MAP SERIES

Draft as of 04/26/2024

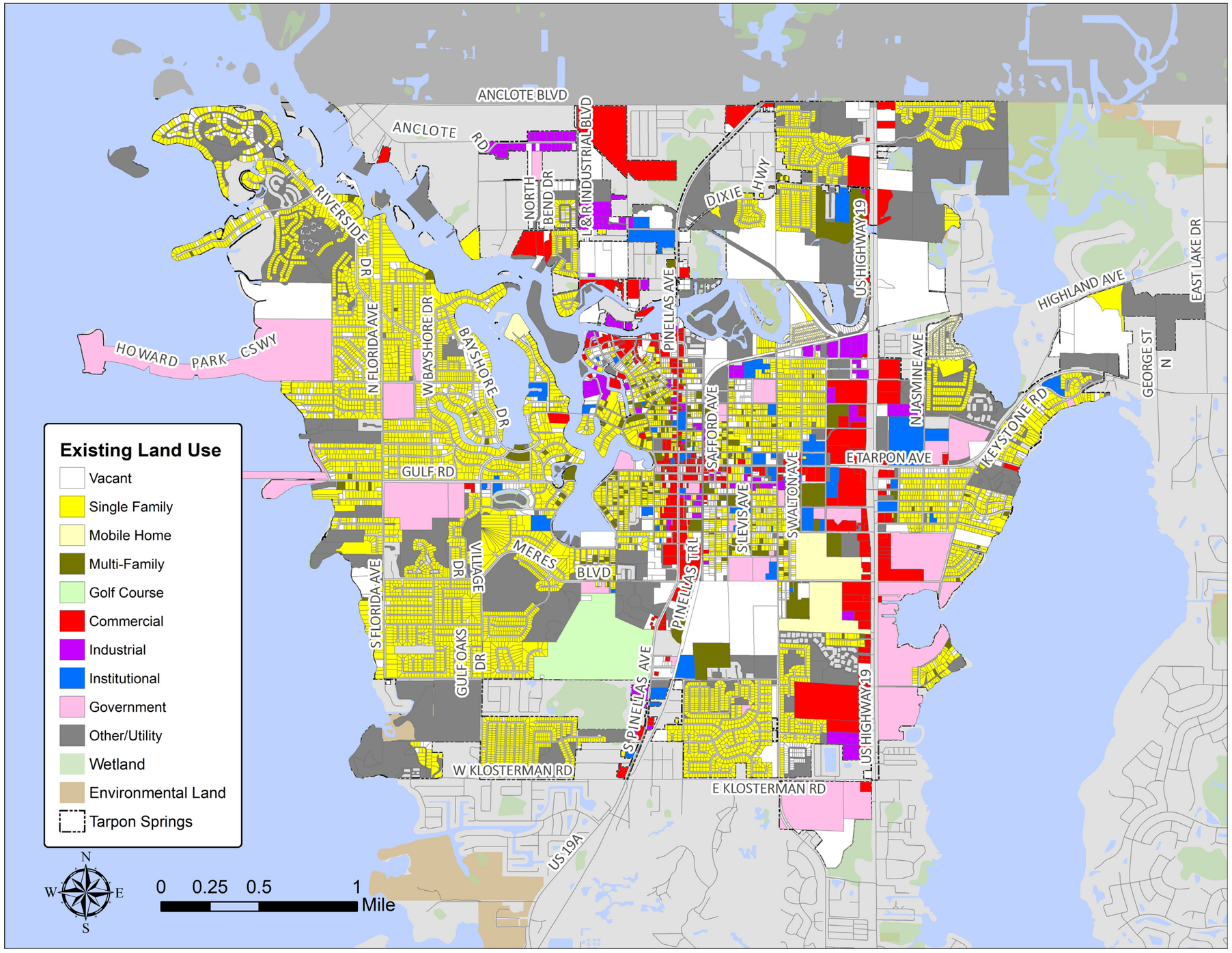


LIST OF MAPS

MAP NAME	PAGE	ELEMENT	DATA & ANALYSIS REFERENCE
Existing Land Use	3	Future Land Use (FLU)	Figure 2
Future Land Use Map (2023)	4	Future Land Use (FLU)	Figure 3
Place Based Area Map	5	Future Land Use (FLU)	Figure 4
Built Density vs. Available Density	6	Future Land Use (FLU)	Figure 5
Vacant Land	7	Future Land Use (FLU)	Figure 6
Community Redevelopment Area (CRA)	8	Future Land Use (FLU)	Figure 7
Heat Severity Map	9	Future Land Use (FLU)	N/A
Major Transportation Routes/Functional Classification	10	Transportation (T)	Figure 8
Number of Travel Lanes	11	Transportation (T)	Figure 9
Future Right-of-Way Needs	12	Transportation (T)	Figure 10
Programmed/Committed Transportation Projects	13	Transportation (T)	Figure 11
Multimodal Transportation District with Remaining Projects	14	Transportation (T)	Figure 12
Existing Sidewalk Network	15	Transportation (T)	Figure 13
Existing & Proposed Trails/Bike Lane Projects	16	Transportation (T) & Recreation/Open Space (ROS)	Figures 14 & 34
Truck Routes	17	Transportation (T)	Figure 15
Evacuation Routes	18	Transportation (T)	Figure 16
Bicycle, Pedestrian, & Vehicular Crashes	19	Transportation (T)	Figure 17
FEMA Floodplain	20	Coastal Management (CM)	Figure 18
Major Outfalls	21	Coastal Management (CM)	Figure 21
CHHA Changes 2016-2021	22	Coastal Management (CM)	Figure 22
Existing Land Uses in CHHA	23	Coastal Management (CM)	Figure 23
Future Land Uses in CHHA	24	Coastal Management (CM)	Figure 24
Historic Resources in CHHA	25	Coastal Management (CM)	Figure 25
Hurricane Evacuation Zones	26	Coastal Management (CM)	Figure 26
Florida Land Use & Land Cover & Classification System (FLUCCS)	27	Conservation (CON)	Figure 27
Wetland Types	28	Conservation (CON)	Figure 28
Wetlands & Upland Areas	29	Conservation (CON)	Figure 30
Soils Map	30	Conservation (CON)	Figure 31
Parks & Recreation Facilities	31	Recreation/Open Space (ROS)	Figure 33
Parks & Recreation Level of Service Accessibility	32	Recreation/Open Space (ROS)	Figure 35
Schools	33	Lifelong Learning (LL)	Figure 36
Historic Resources	34	Historic & Cultural Resources (HIS)	Figure 37



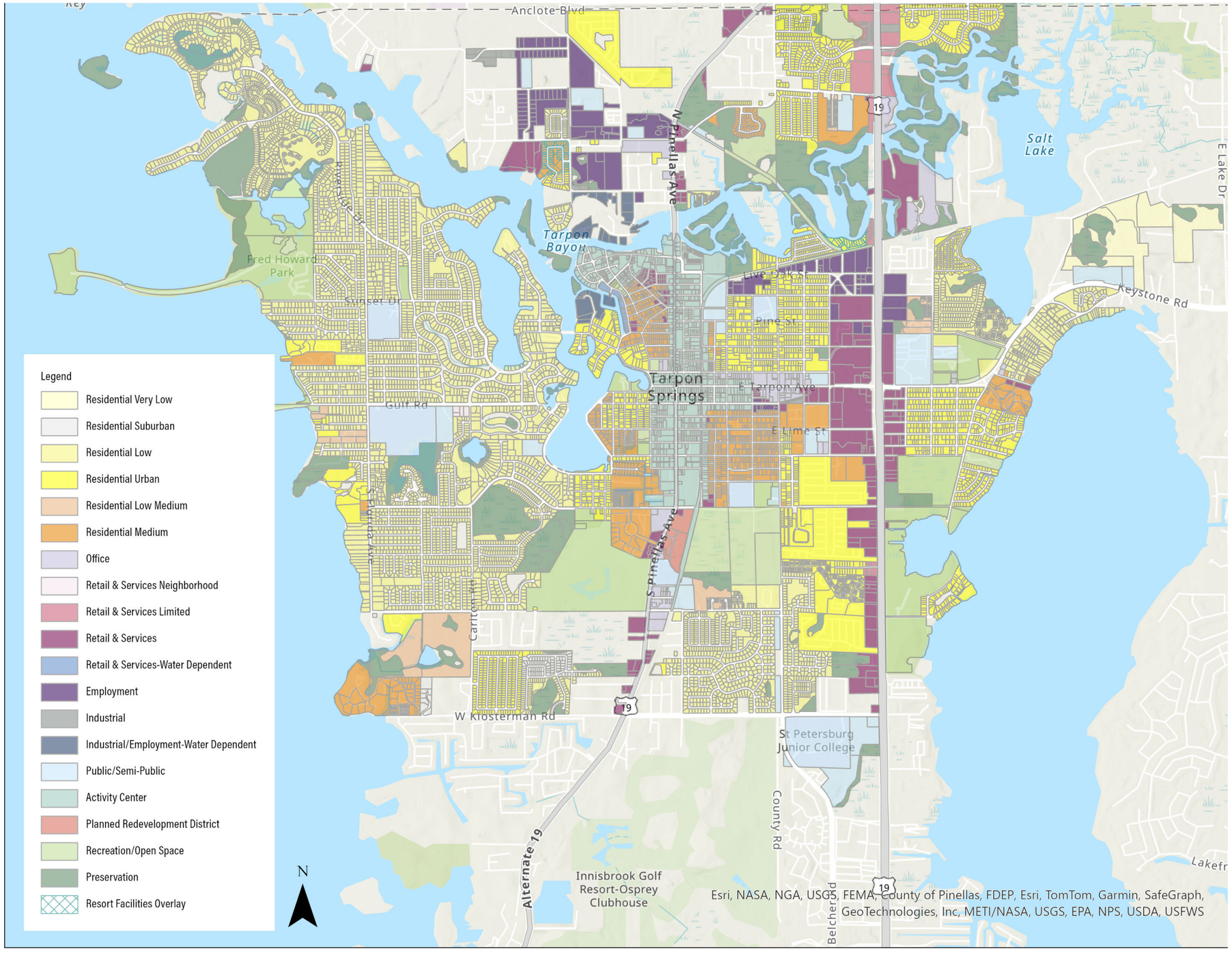
EXISTING LAND USE



FLU

Data & Analysis - Figure 2

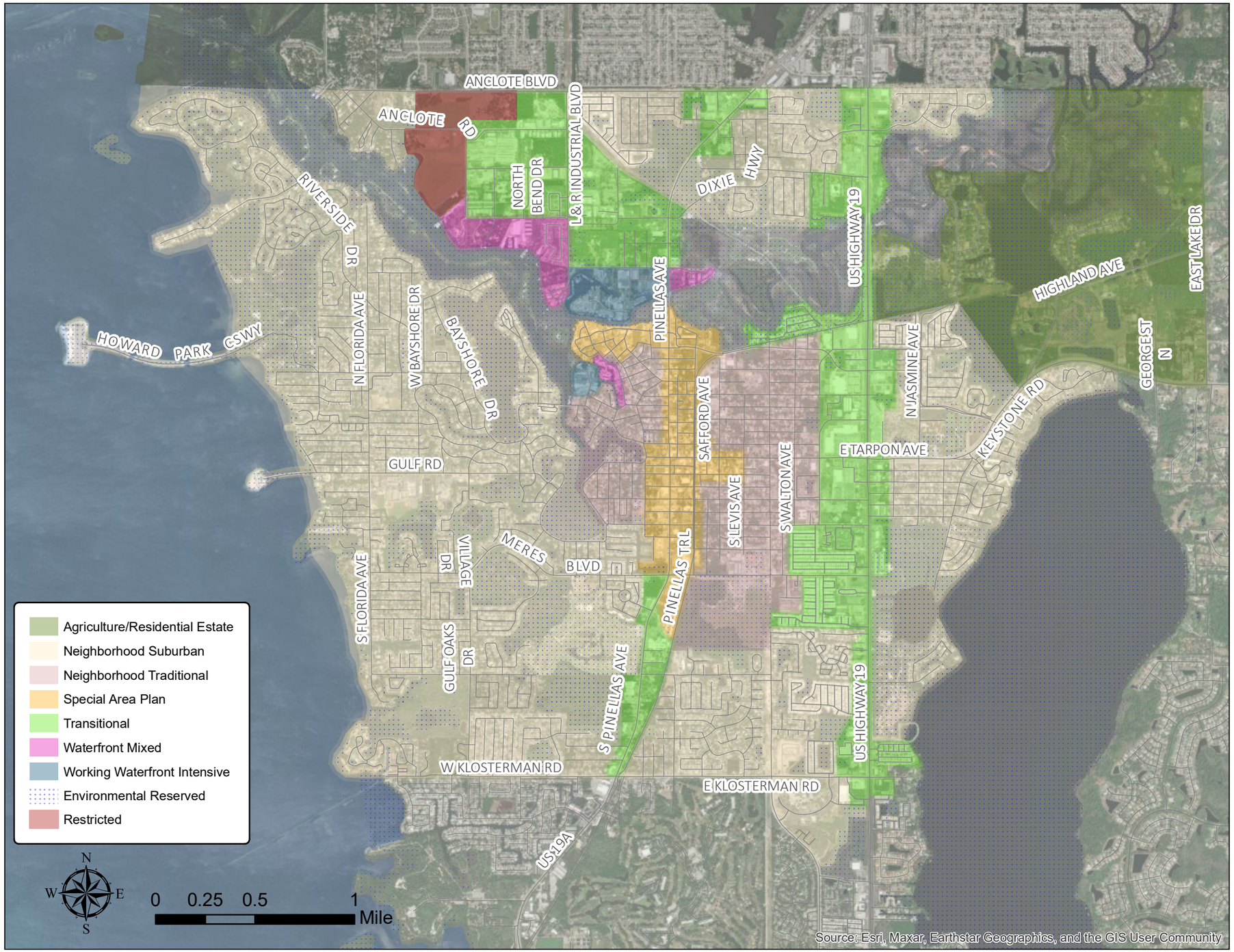
FUTURE LAND USE MAP (2023)



FLU

Data & Analysis - Figure 3

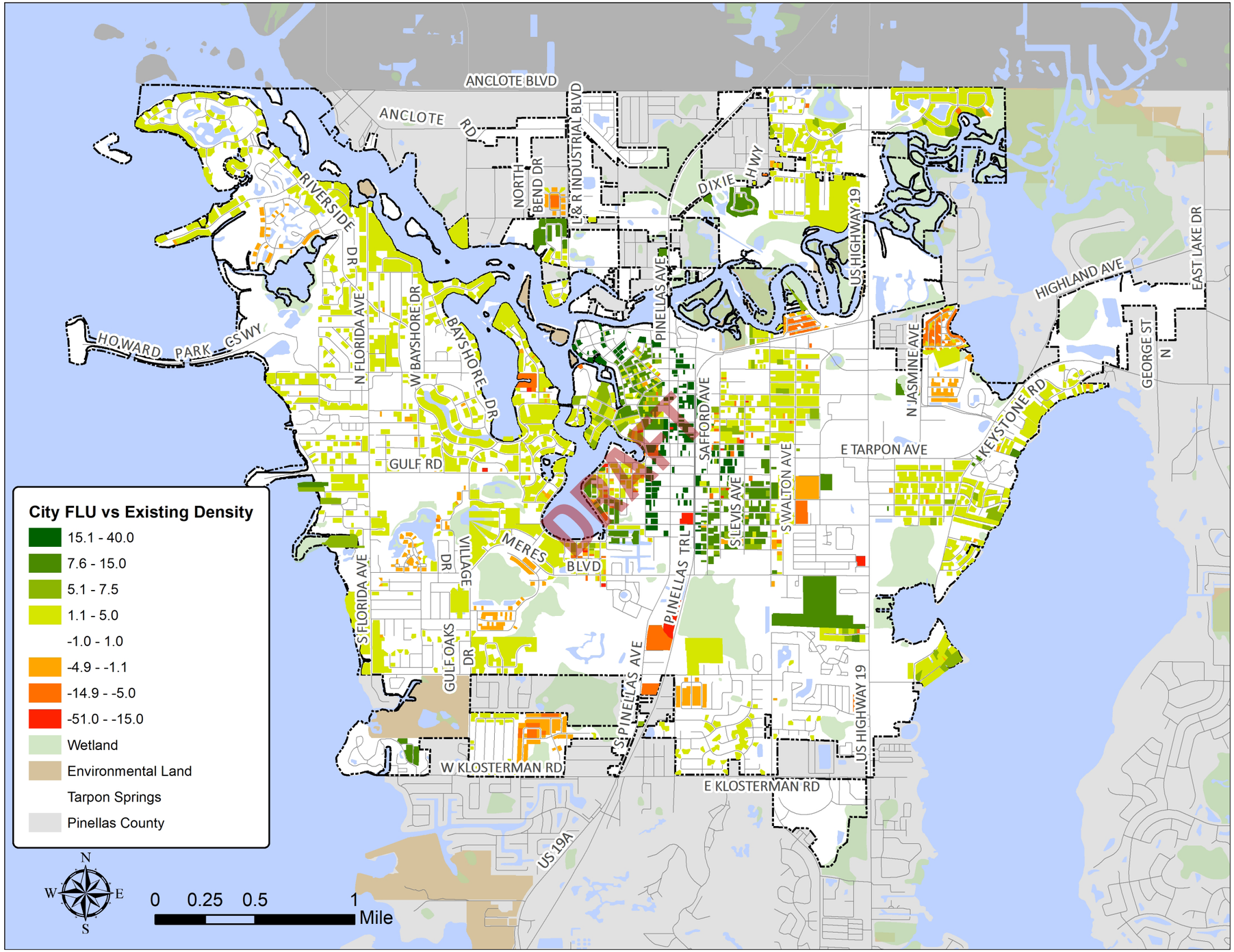
PLACE BASED AREA MAP



FLU

Data & Analysis - Figure 4

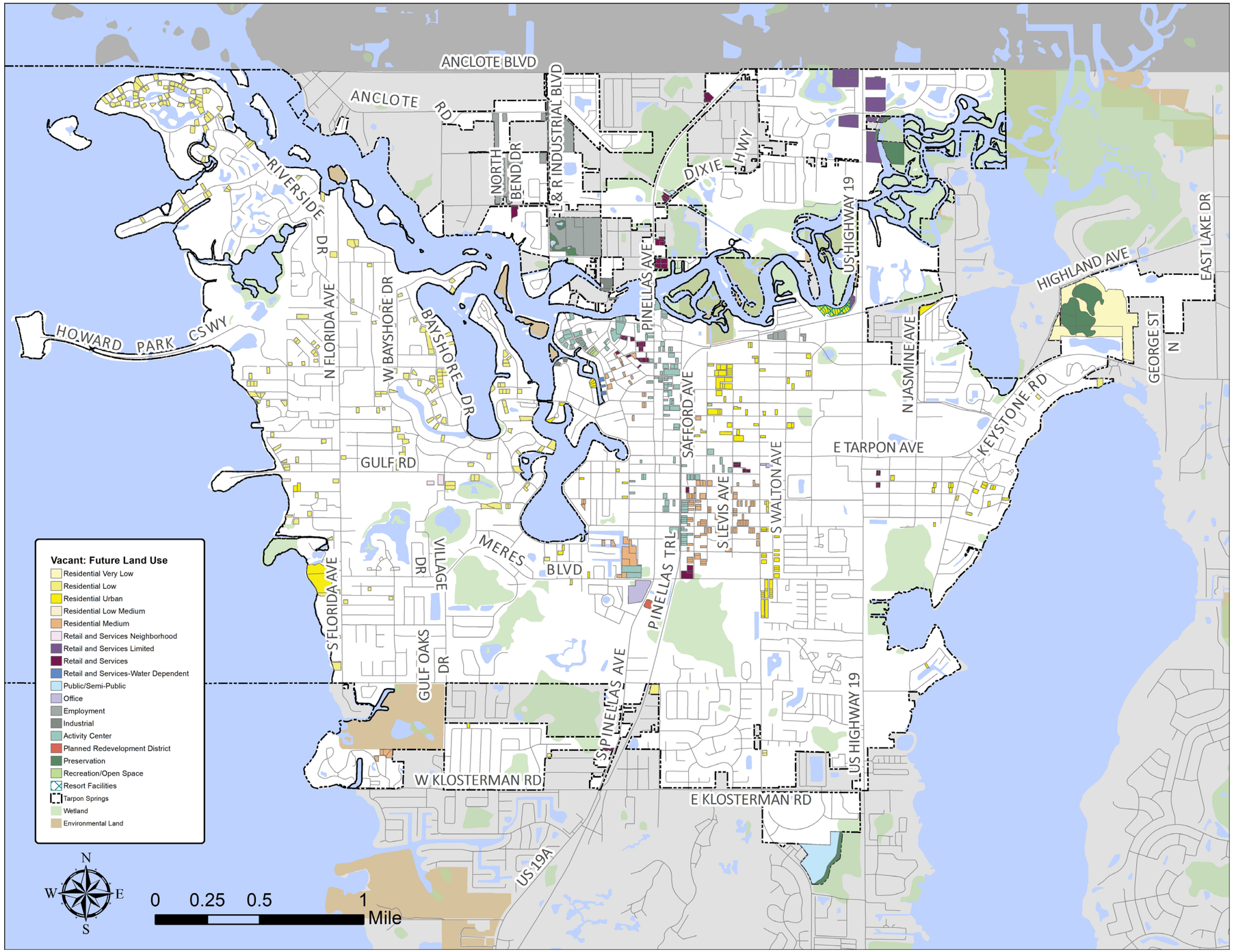
BUILT DENSITY VS. AVAILABLE DENSITY



FLU

Data & Analysis - Figure 5

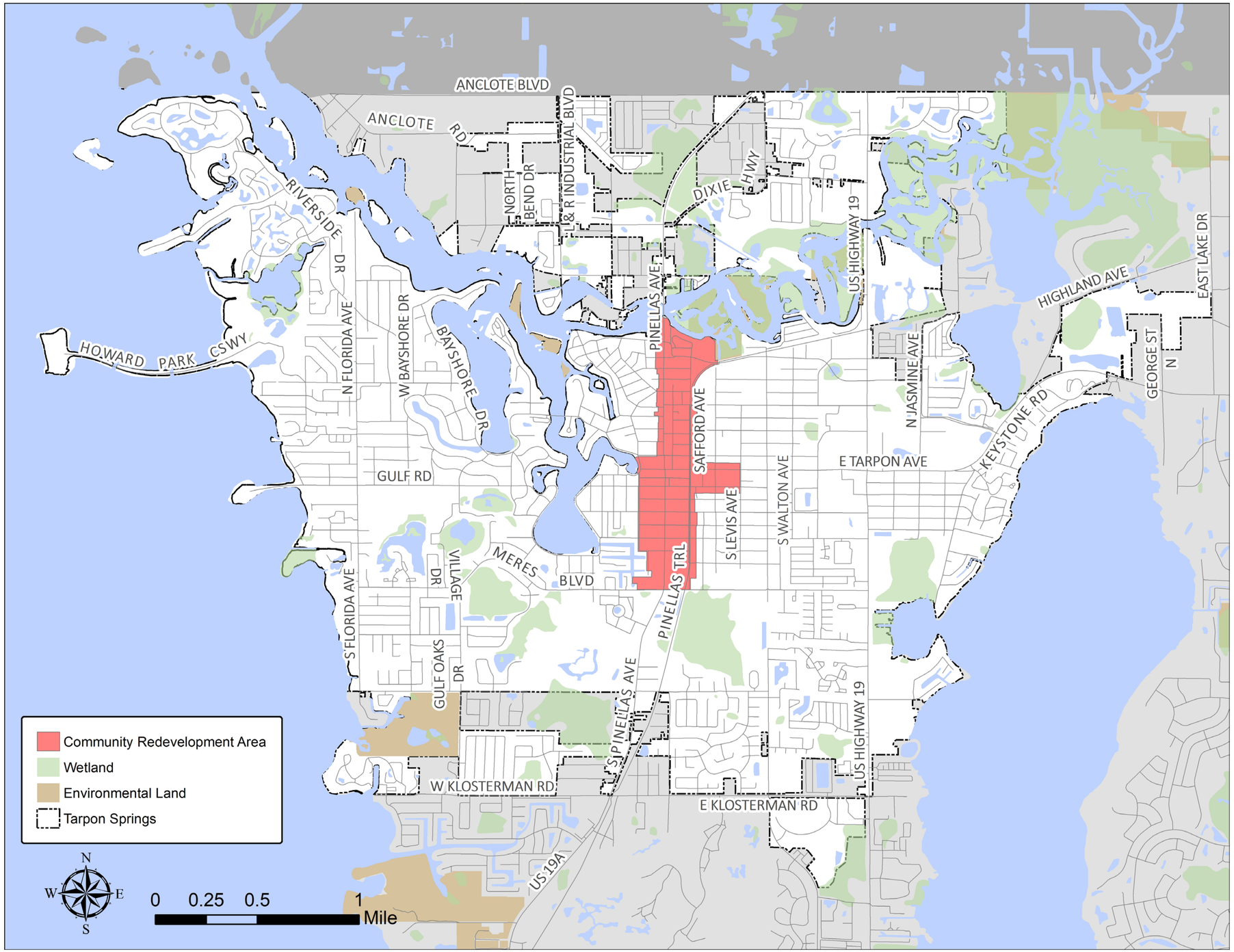
VACANT LAND



FLU

Data & Analysis - Figure 6

COMMUNITY REDEVELOPMENT AREA (CRA)



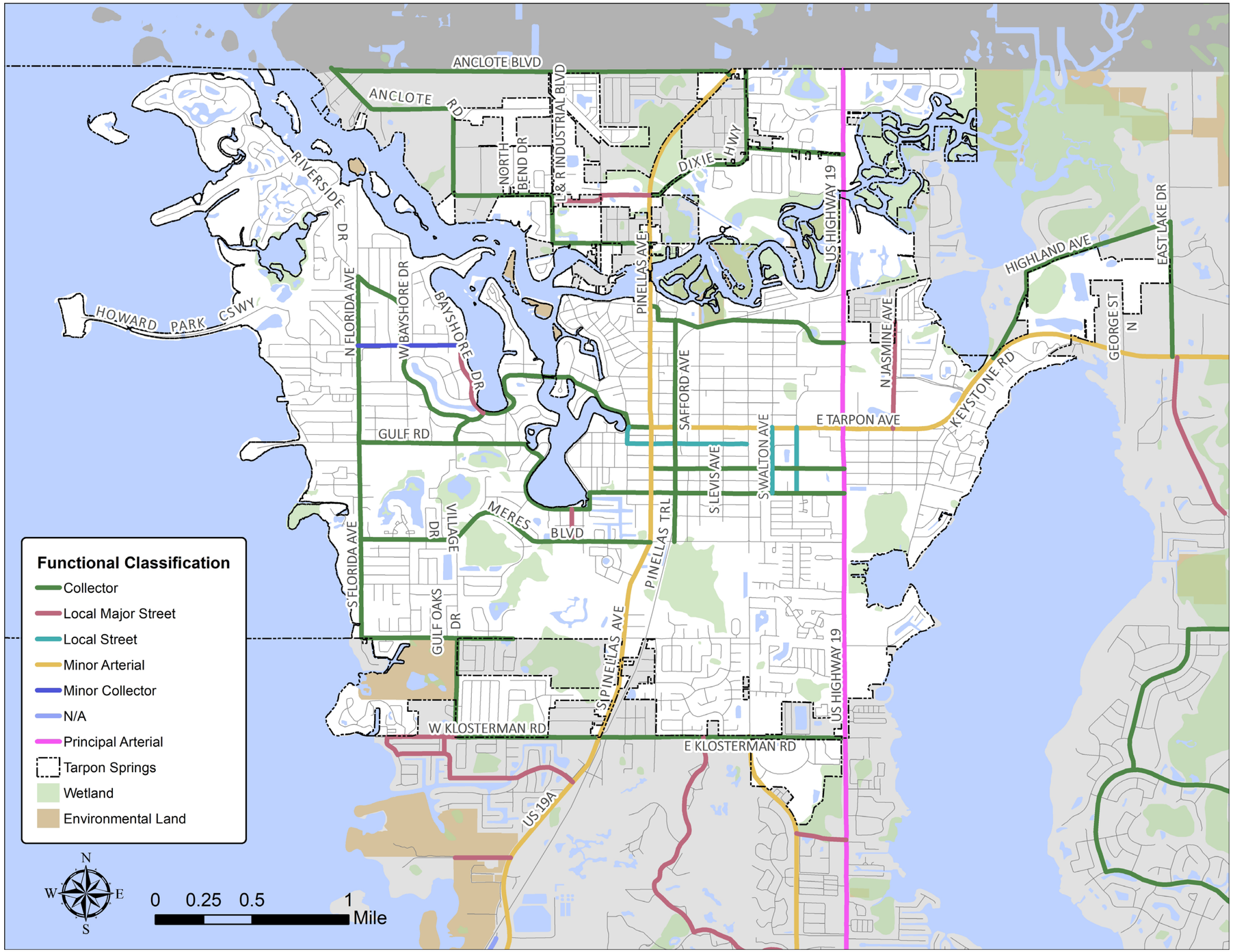
FLU

Data & Analysis - Figure 7

HEAT SEVERITY MAP

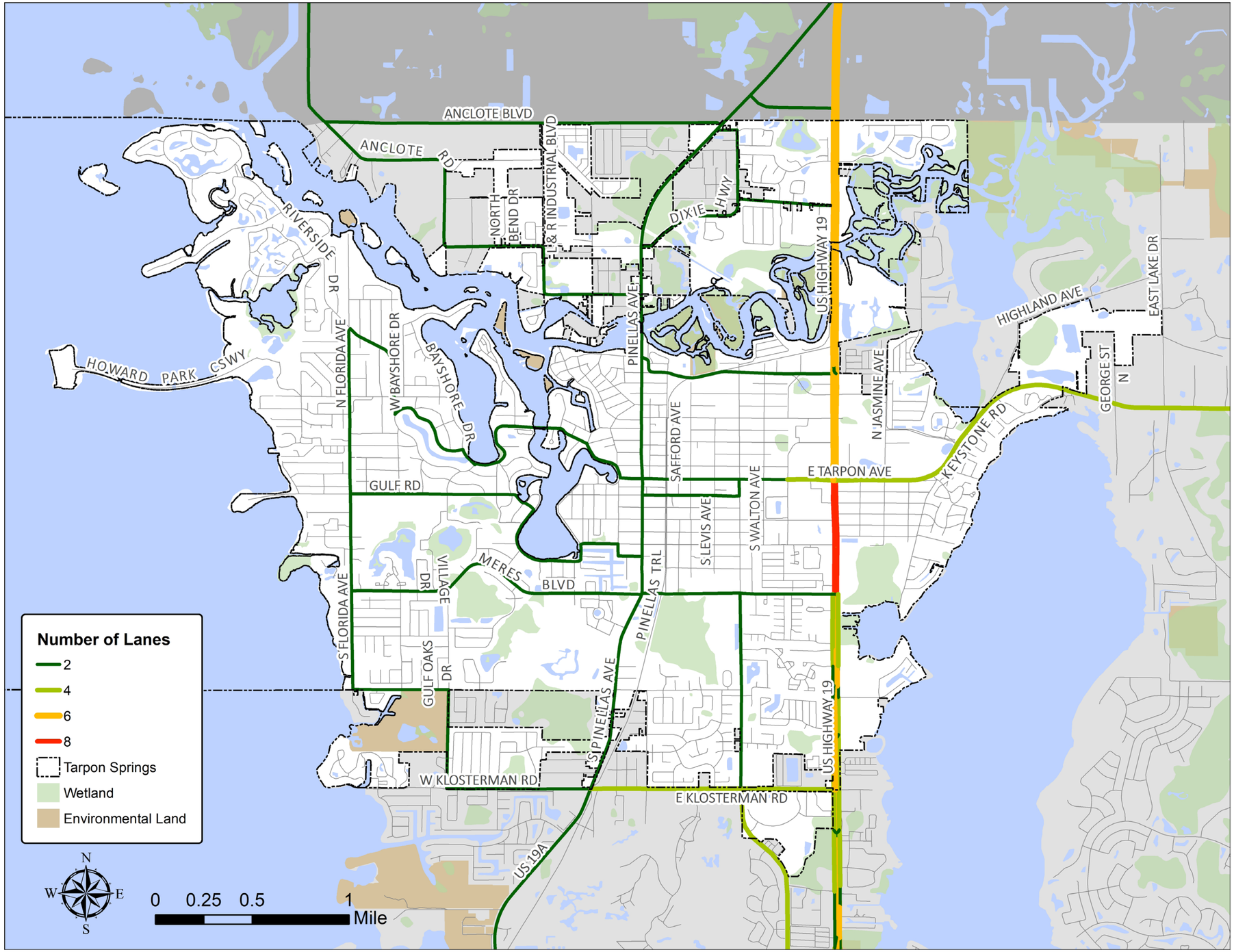
Coming Soon...

MAJOR TRANSPORTATION ROUTES/FUNCTIONAL CLASSIFICATION



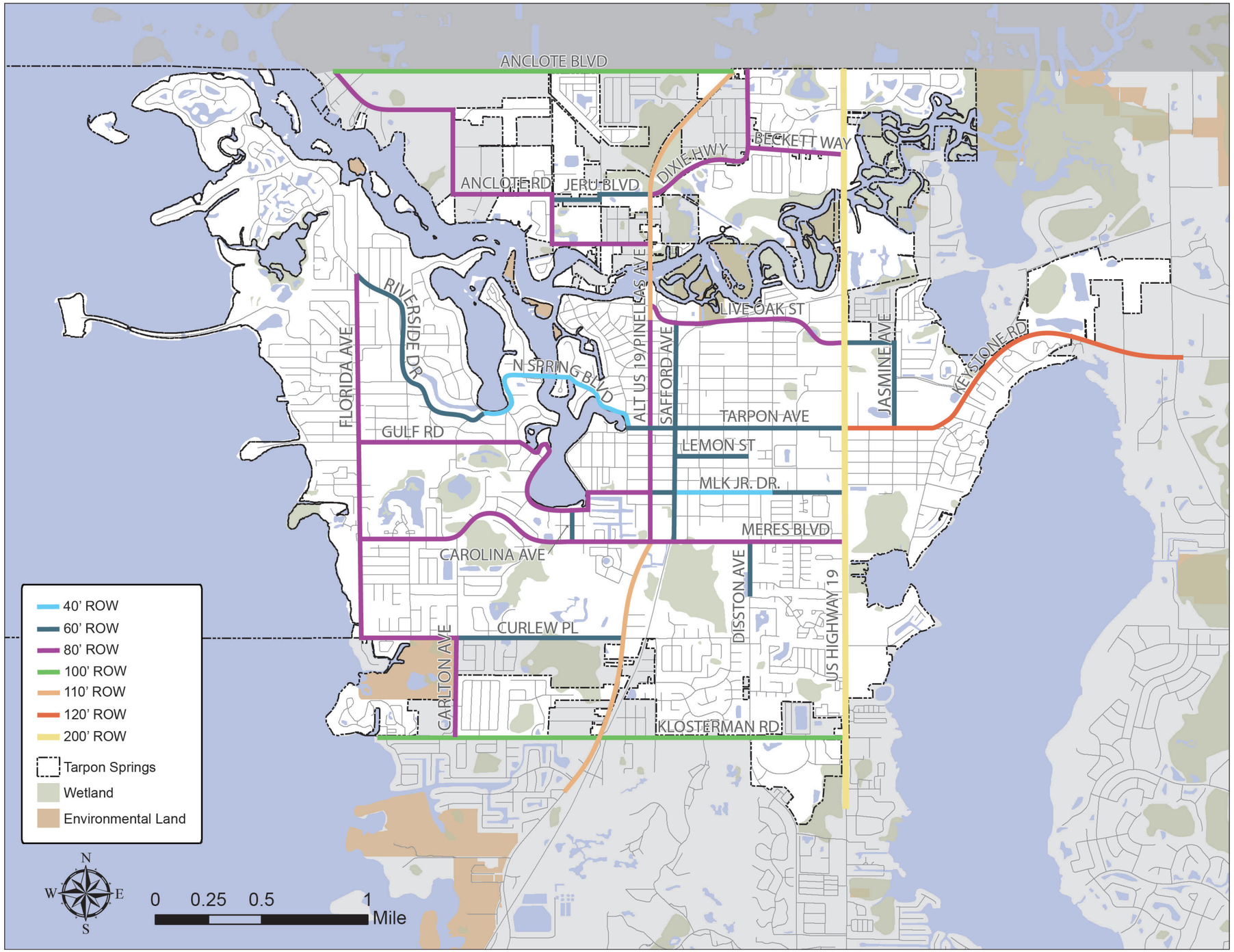
Data & Analysis - Figure 8

NUMBER OF TRAVEL LANES



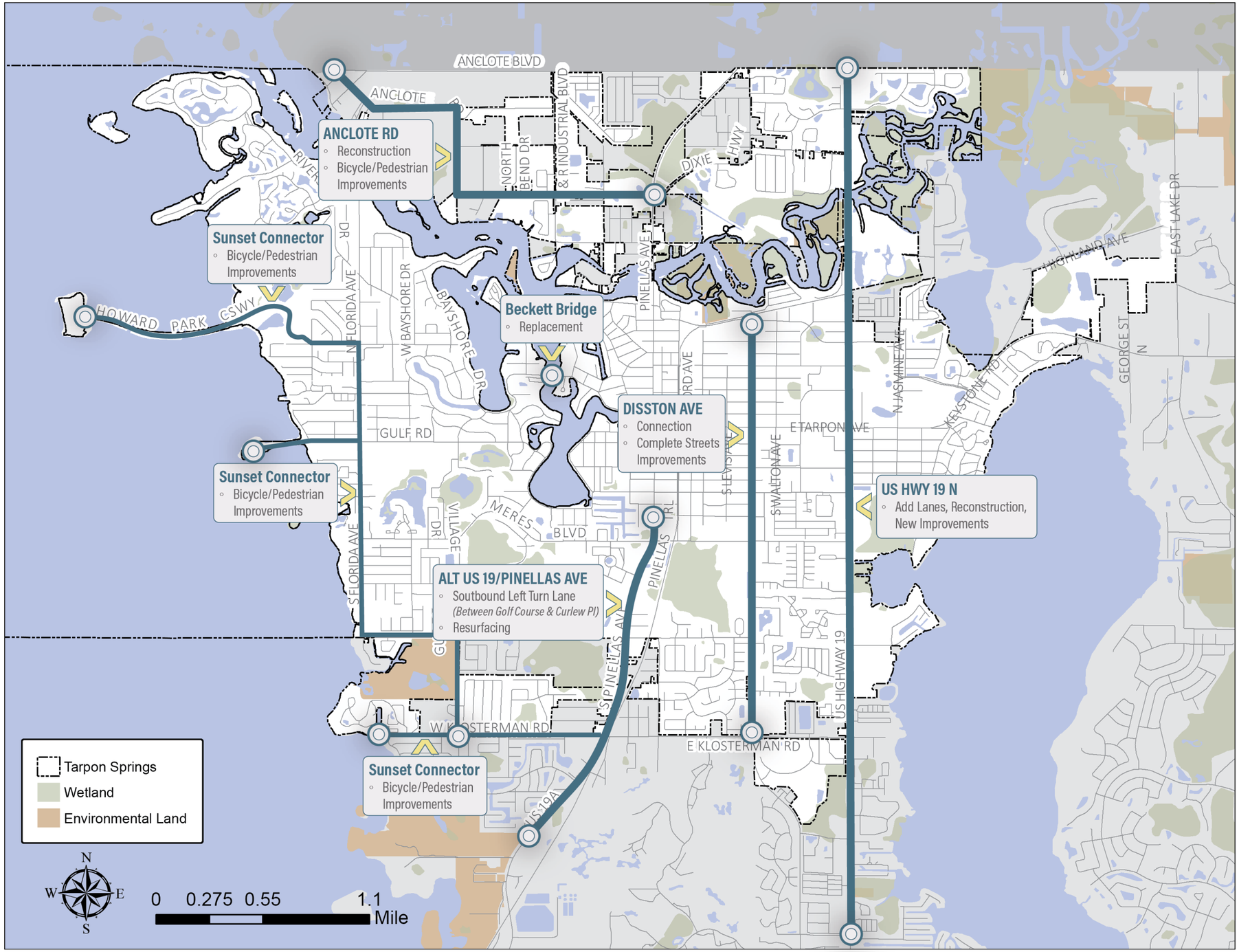
Data & Analysis - Figure 9

FUTURE RIGHT-OF-WAY NEEDS



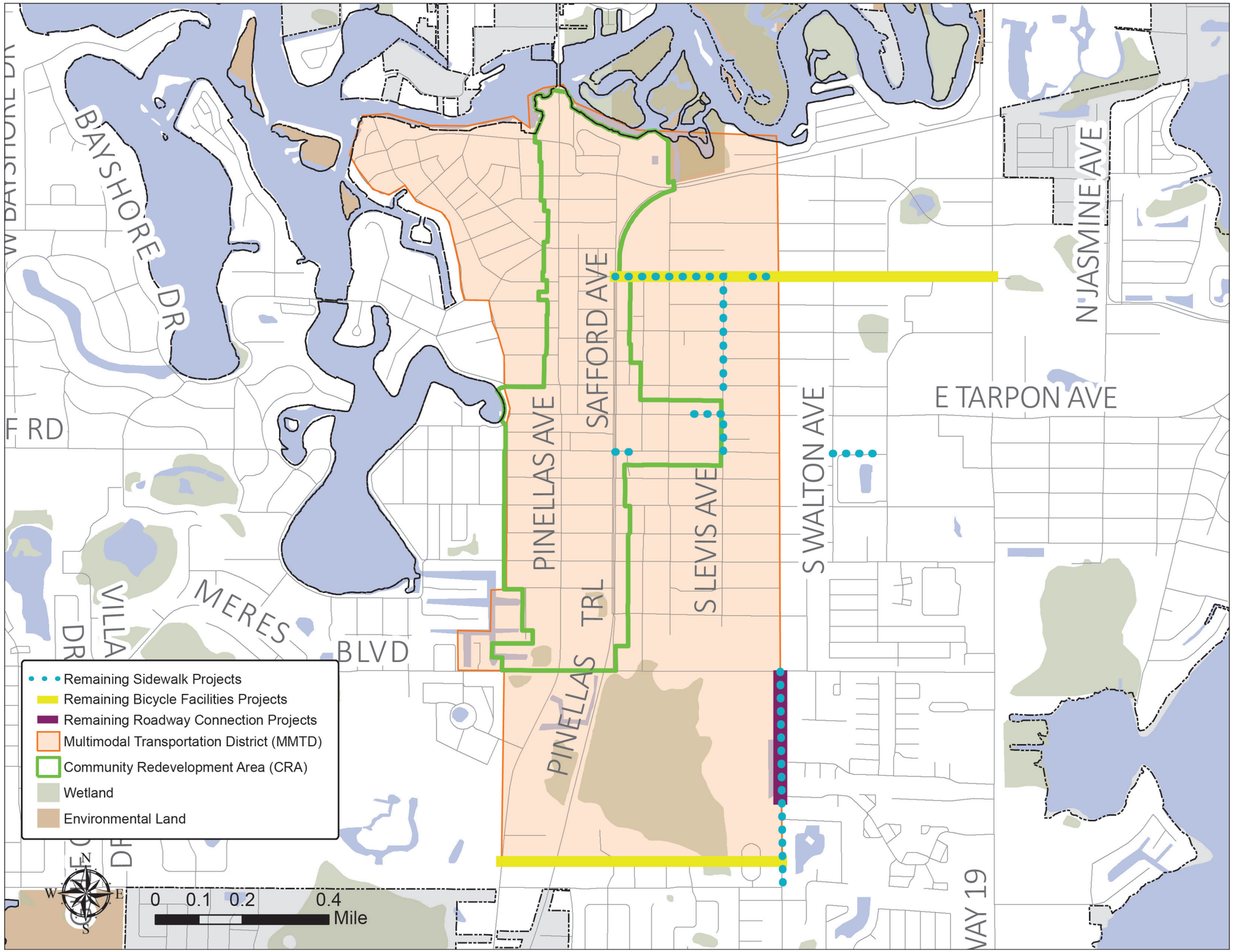
Data & Analysis - Figure 10

PROGRAMMED/COMMITTED TRANSPORTATION PROJECTS



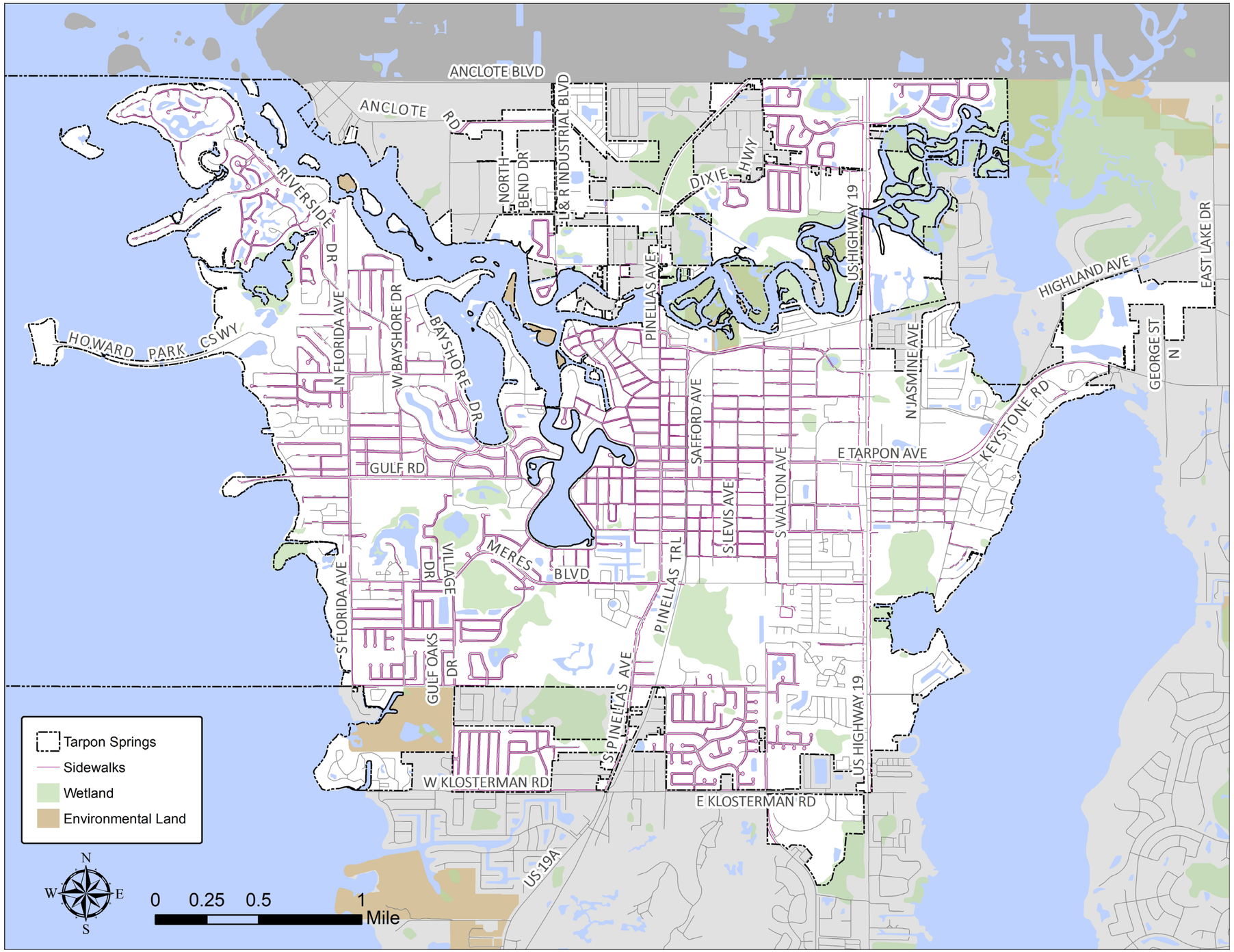
Data & Analysis - Figure 11

MULTIMODAL TRANSPORTATION DISTRICT WITH REMAINING PROJECTS (MMTD)



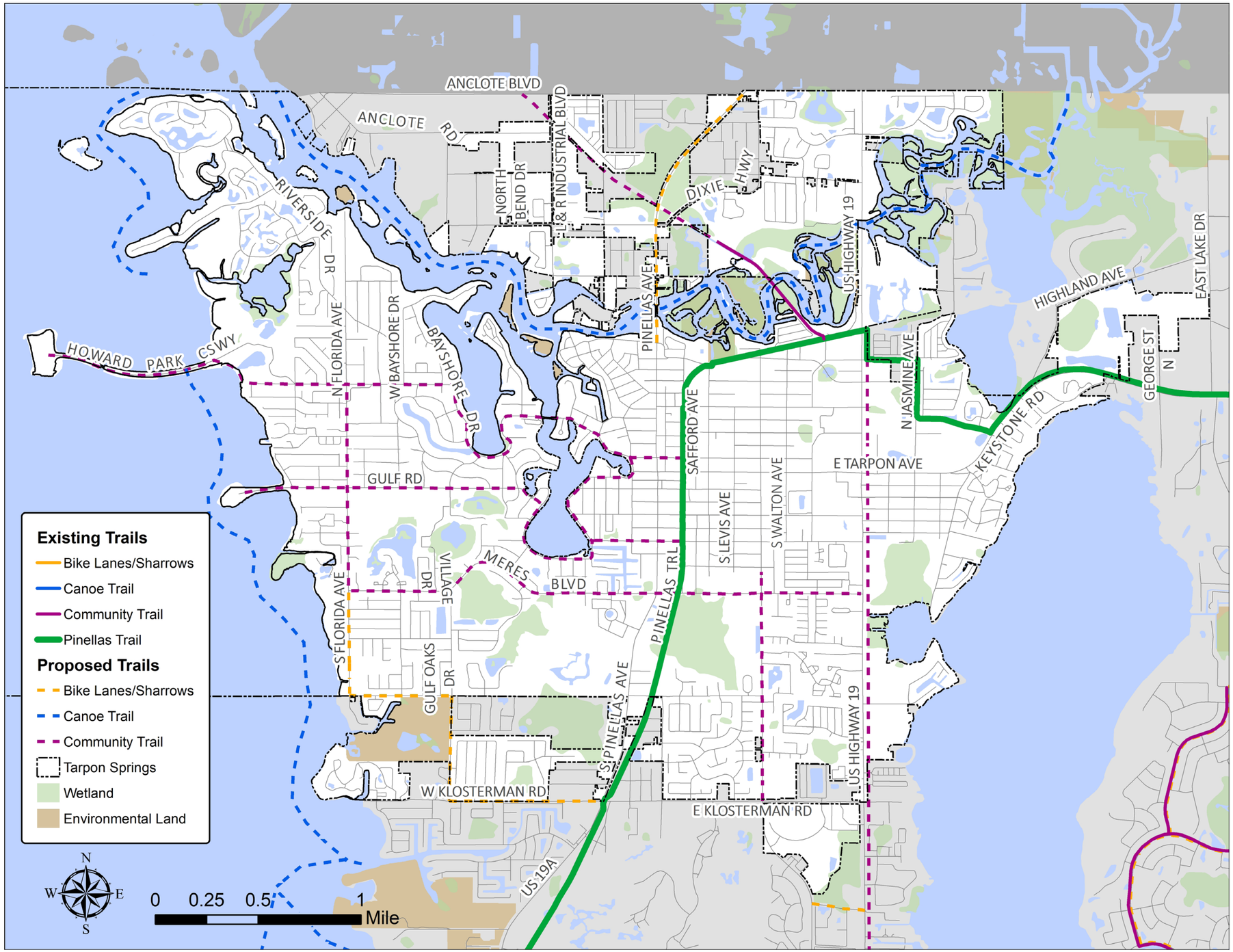
Data & Analysis - Figure 12

EXISTING SIDEWALK NETWORK



Data & Analysis - Figure 13

EXISTING & PROPOSED TRAILS/BIKE LANE PROJECTS

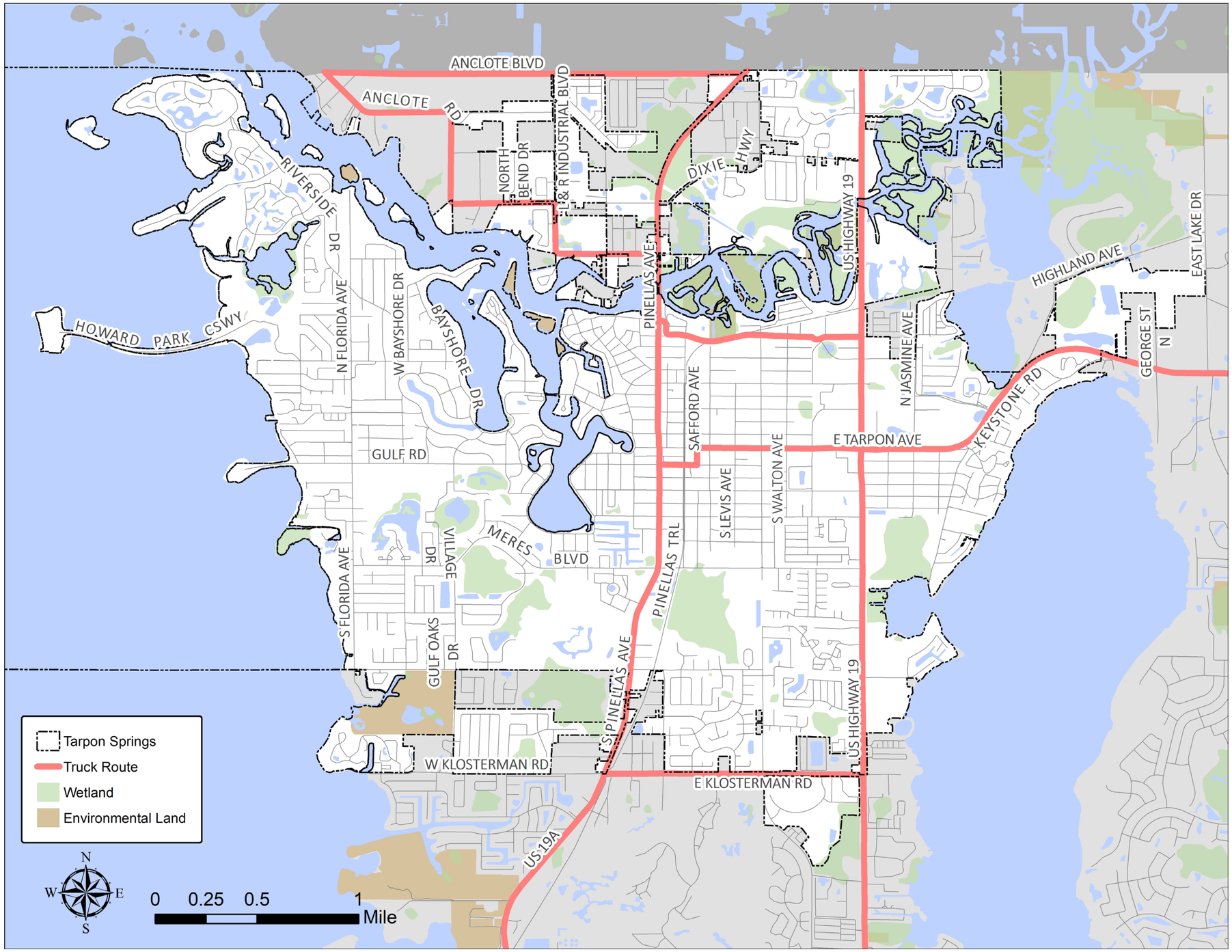


T

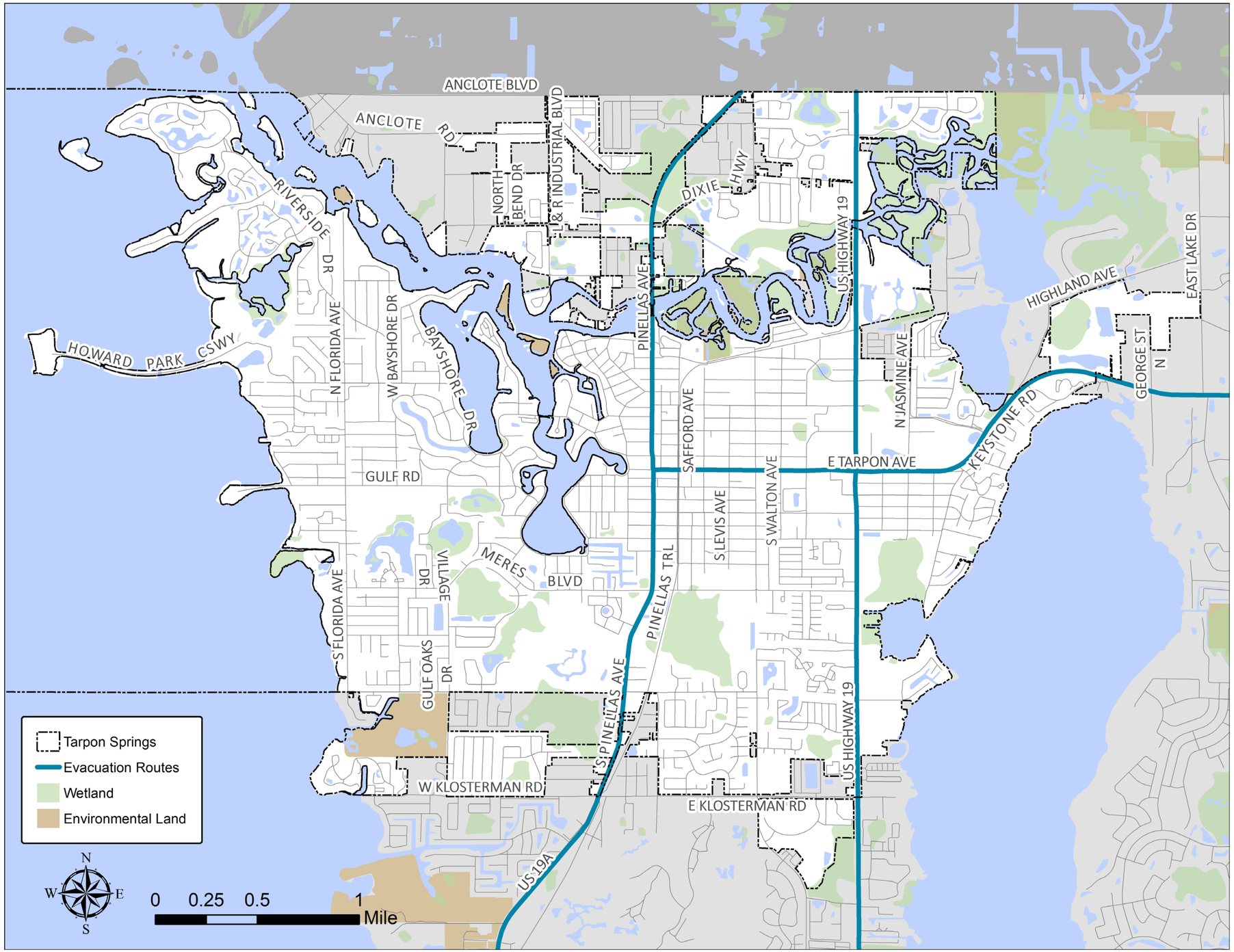
ROS

Data & Analysis - Figures 14 & 34

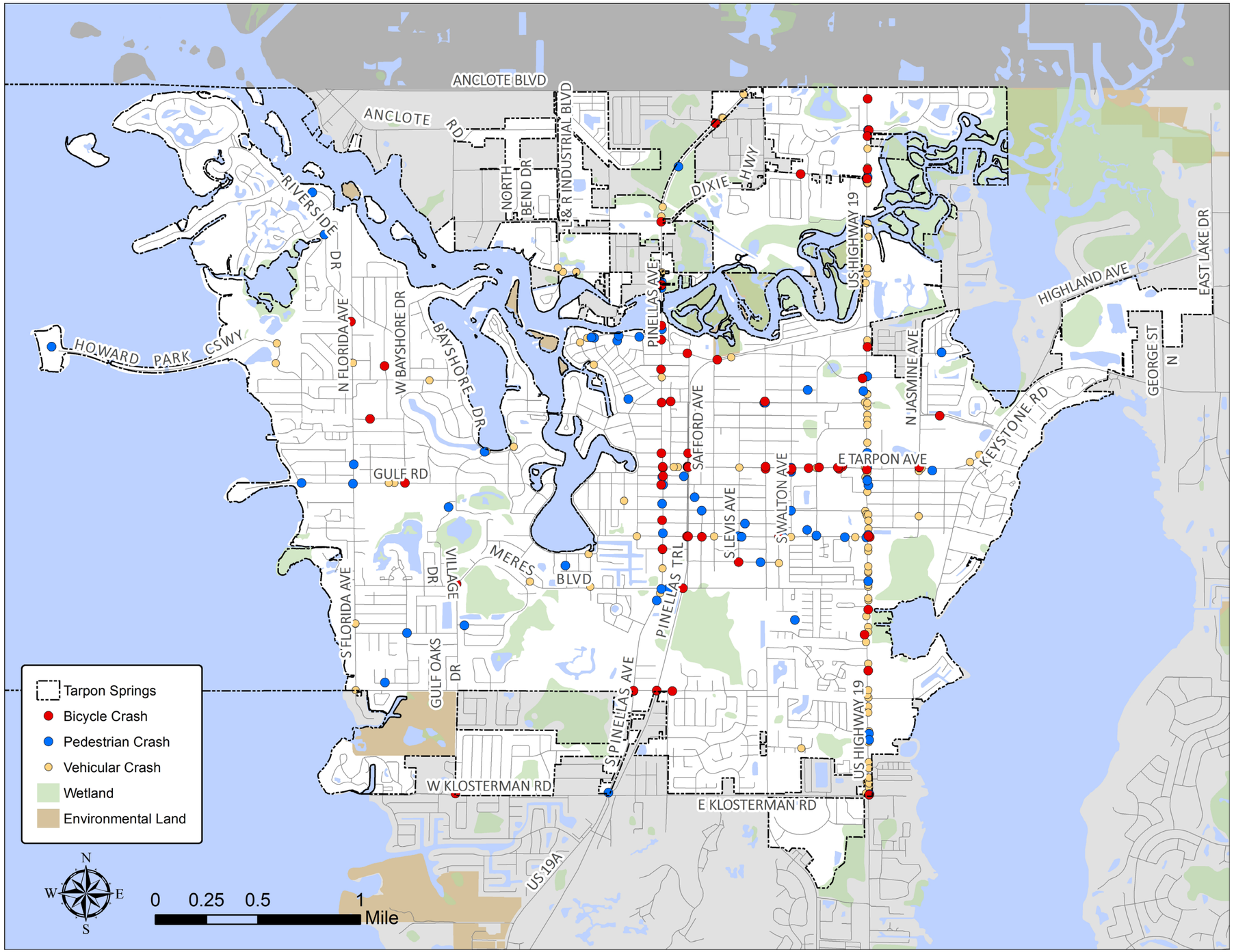
TRUCK ROUTES



EVACUATION ROUTES

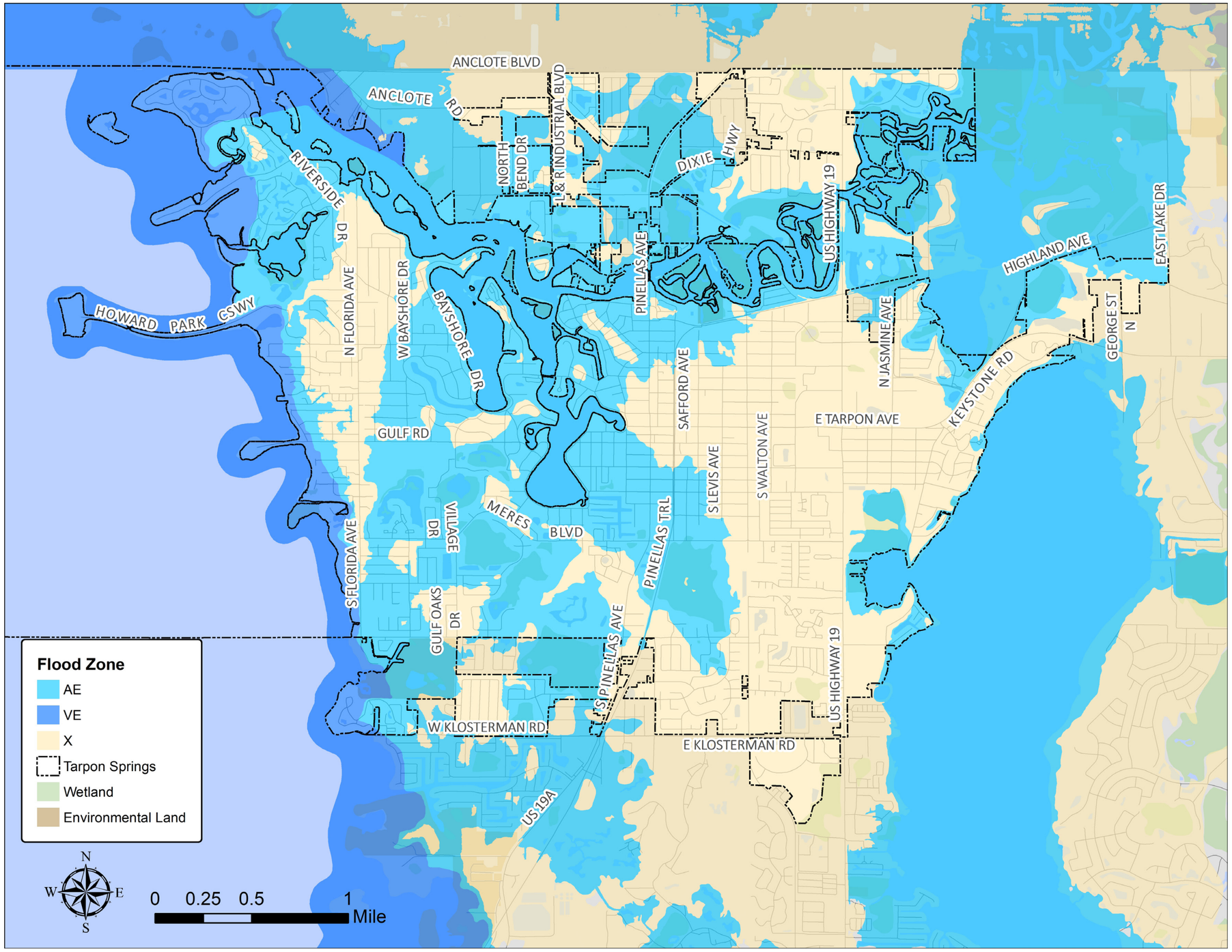


BICYCLE, PEDESTRIAN, & VEHICULAR CRASHES

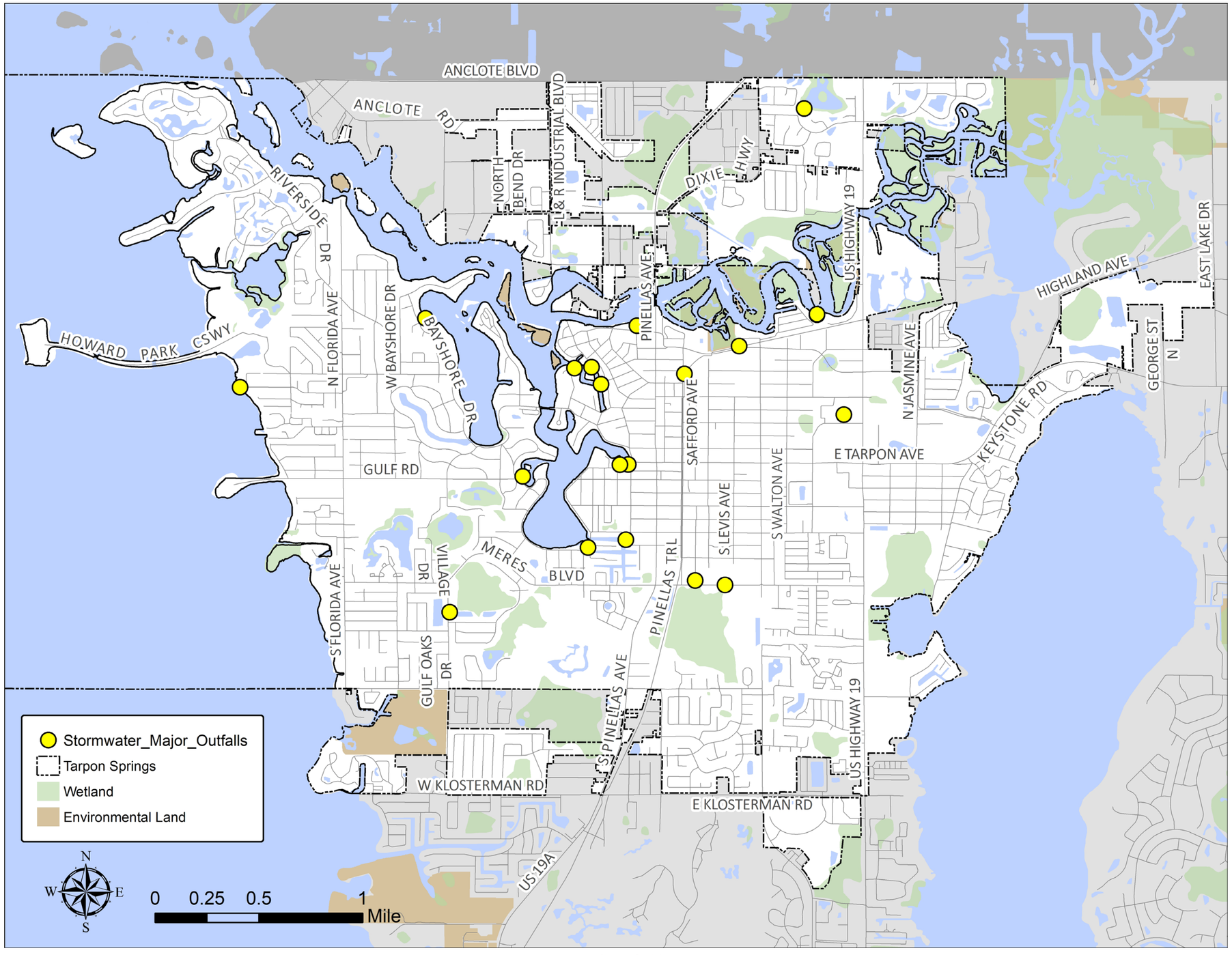


Data & Analysis - Figure 17

FEMA FLOODPLAIN



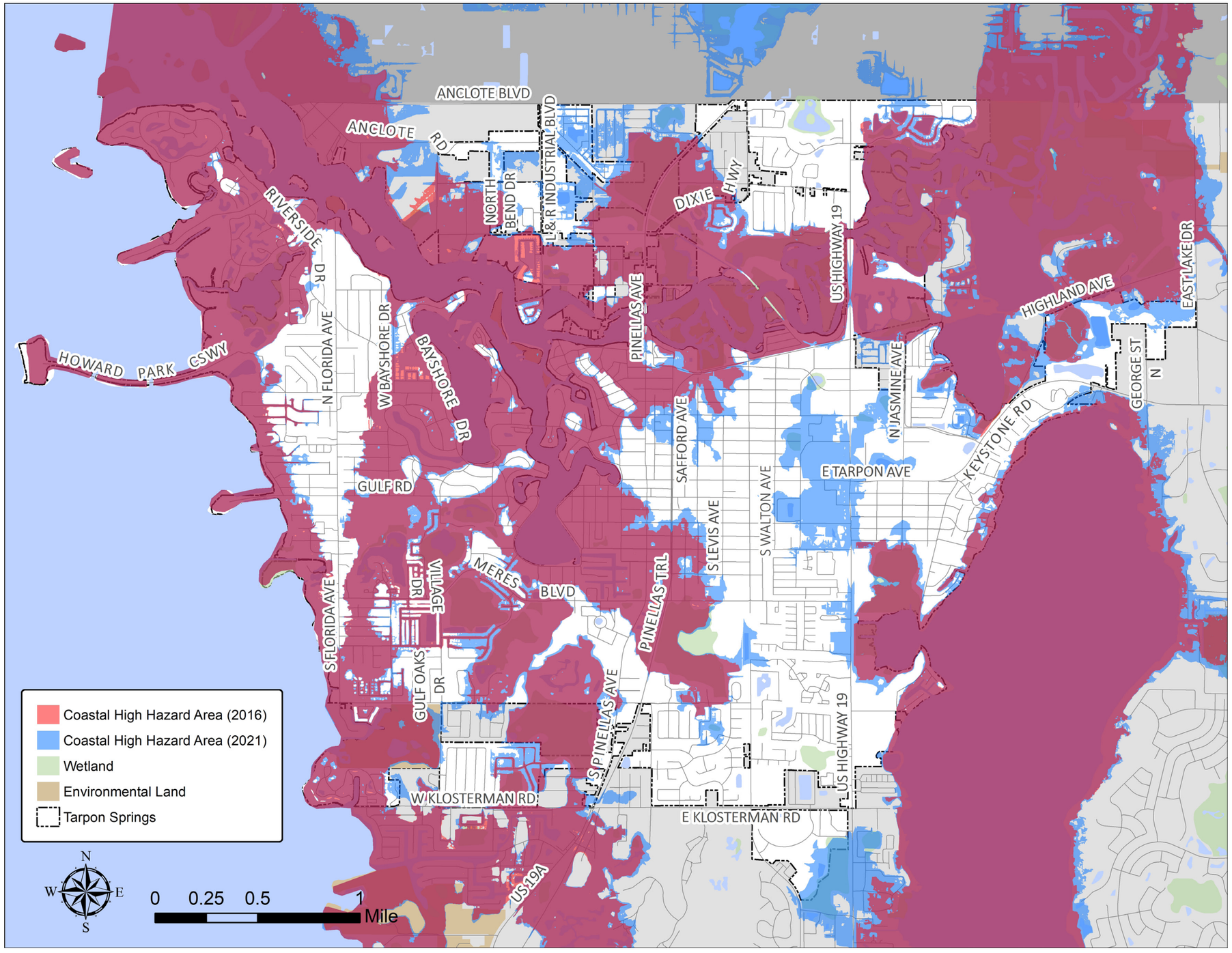
MAJOR OUTFALLS



CM

Data & Analysis - Figure 21

COASTAL HIGH HAZARD AREA (CHHA) CHANGES 2016-2021



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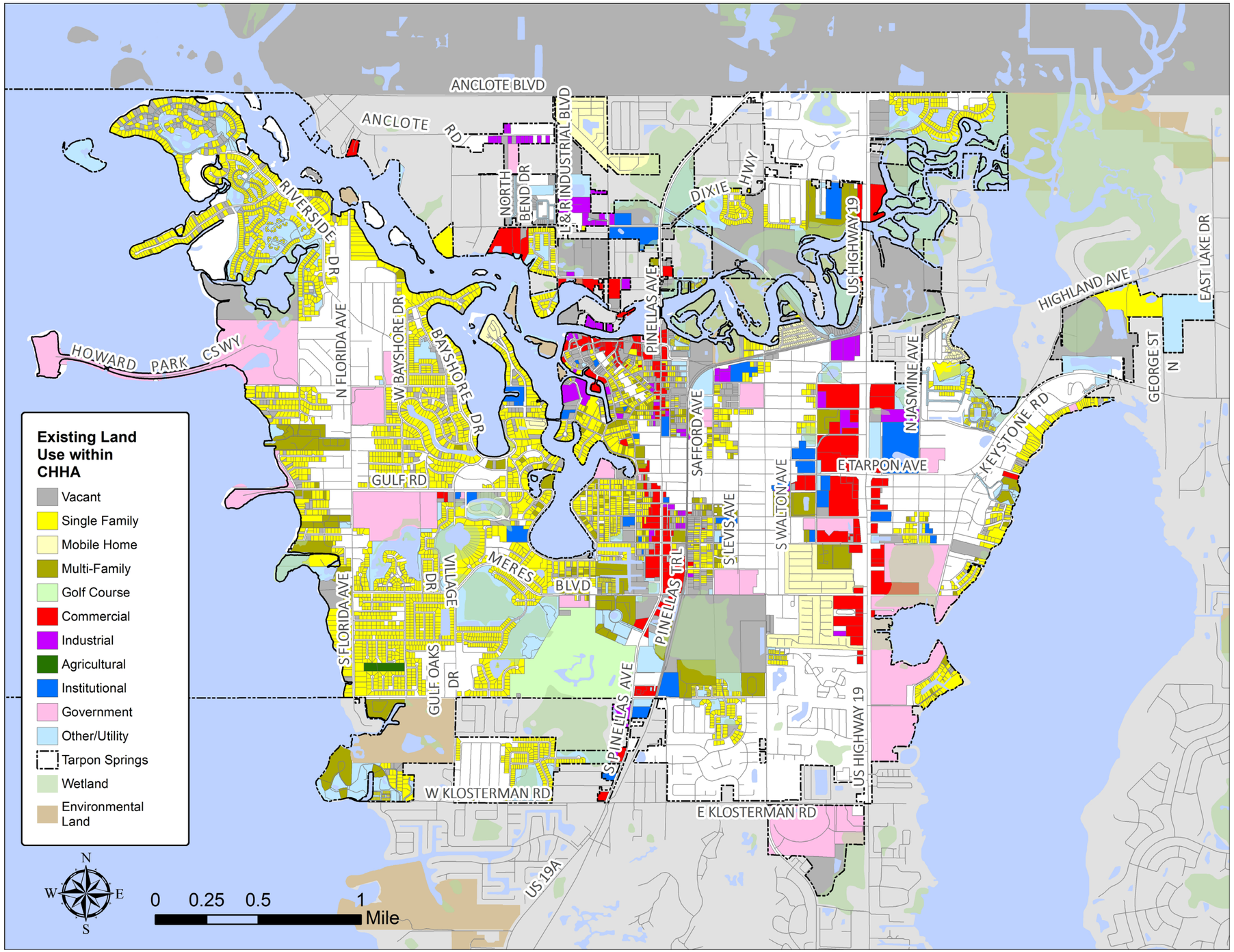
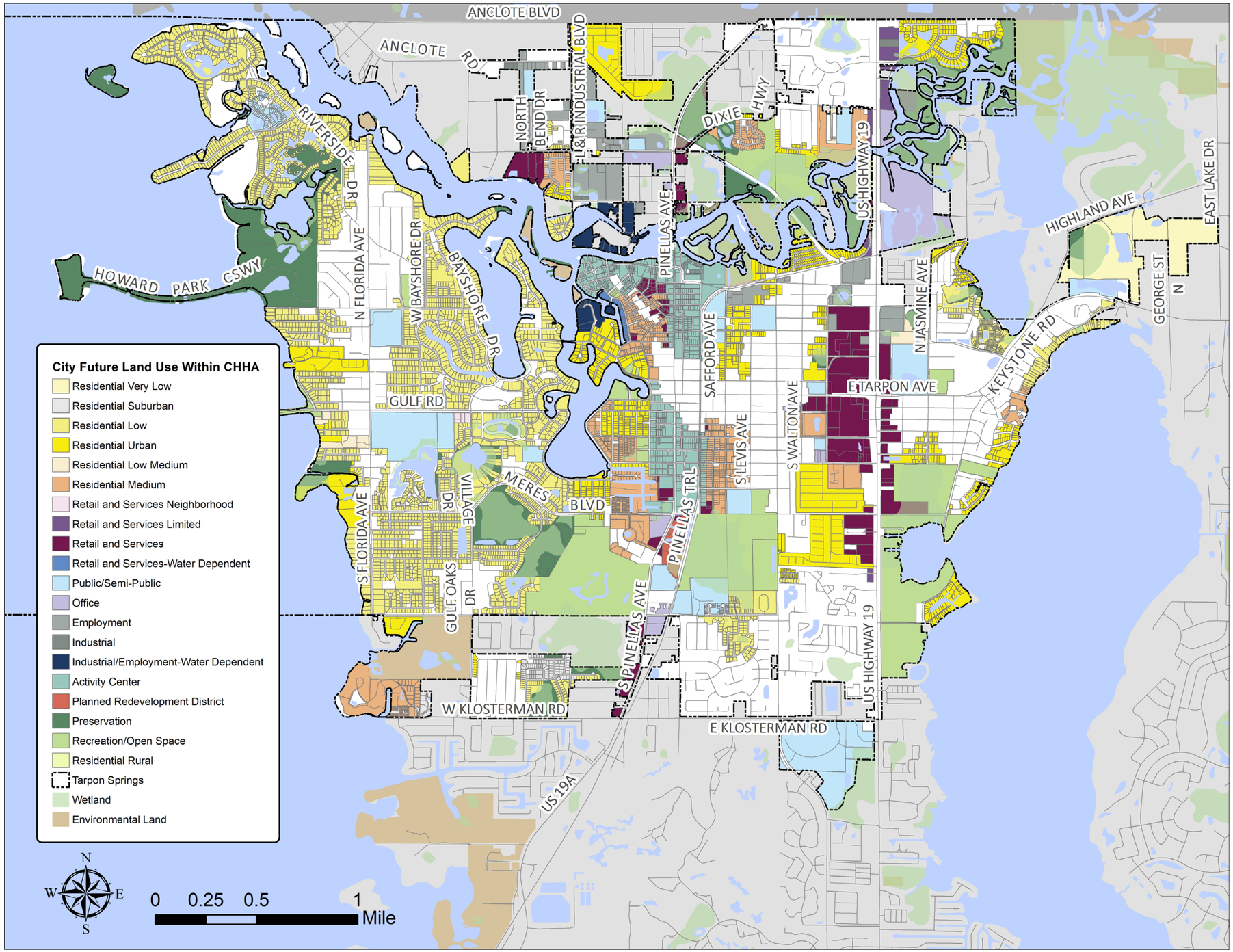
Data & Analysis - Figure 22

EXISTING LAND USES IN CHHA



Data & Analysis - Figure 23

FUTURE LAND USE IN CHHA



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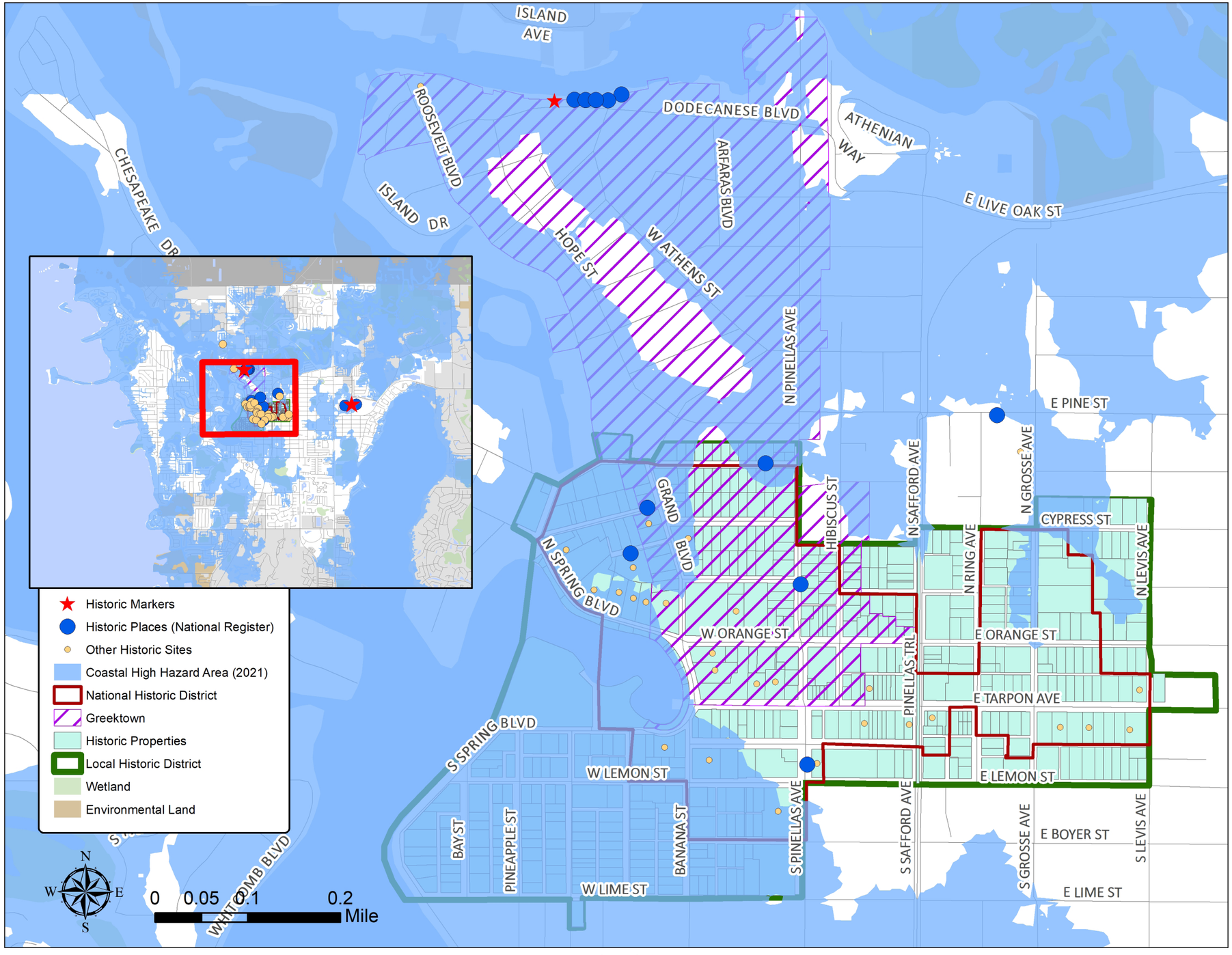
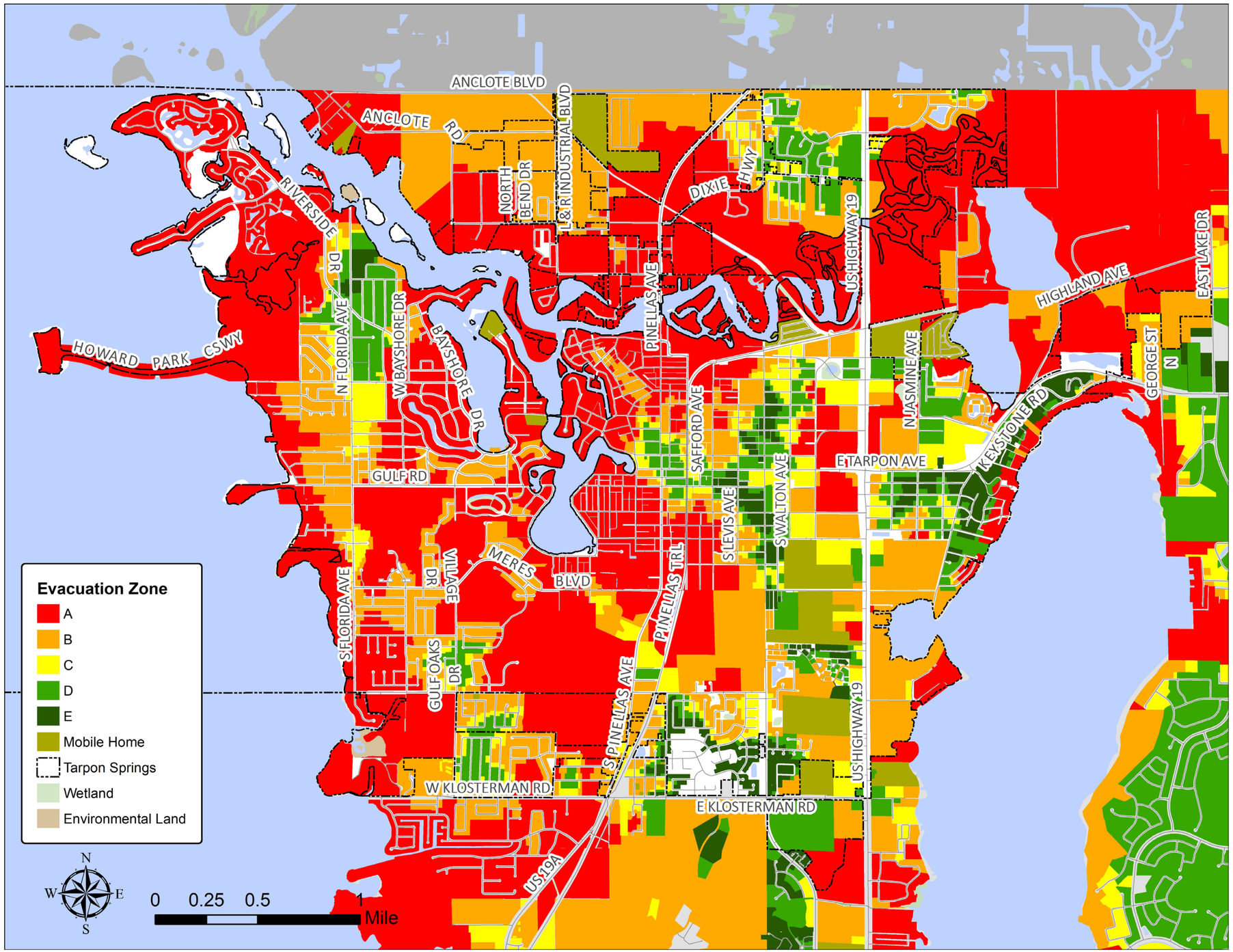
Data & Analysis - Figure 24

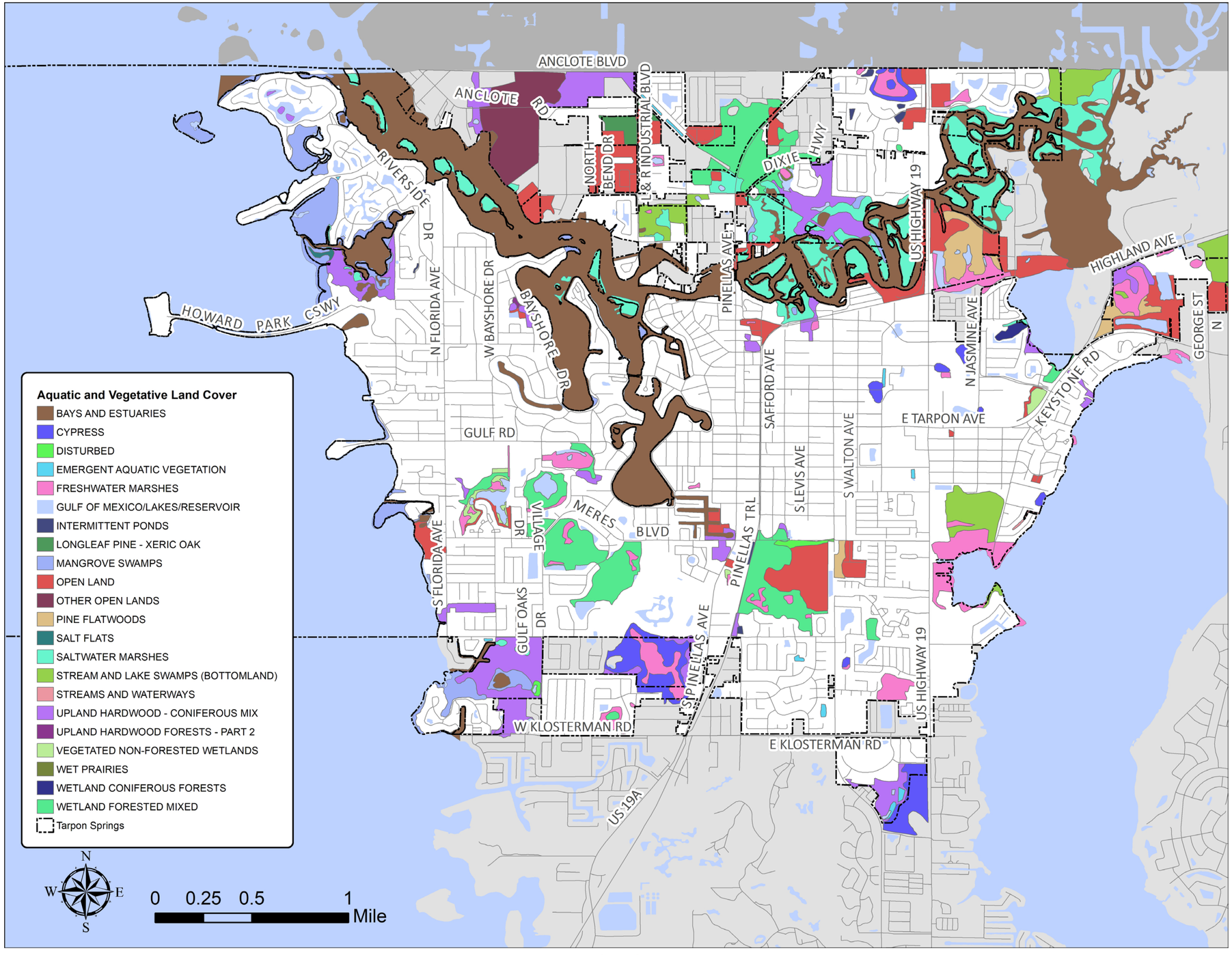
HISTORIC RESOURCES IN CHHA



HURRICANE EVACUATION ZONES

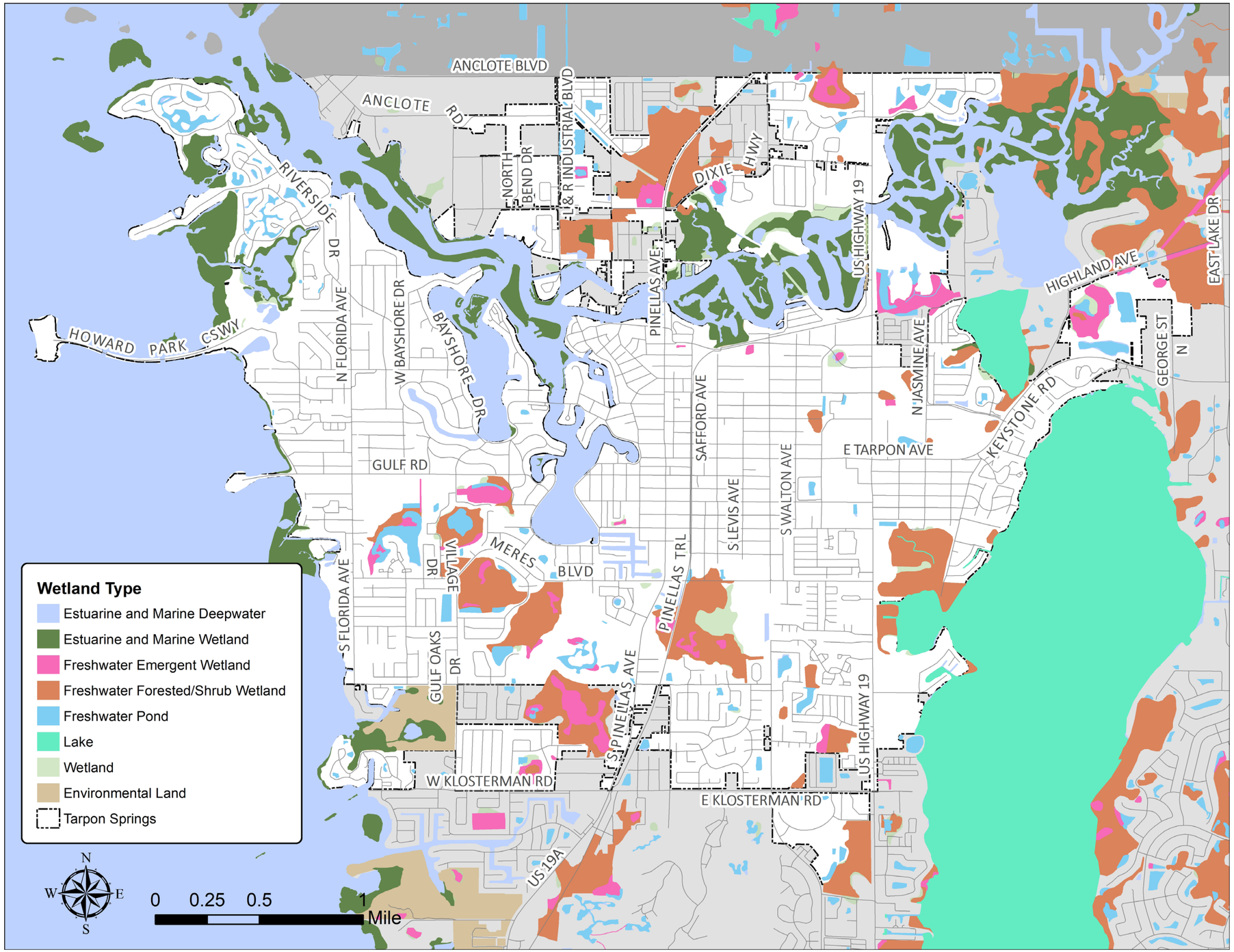


FLORIDA LAND USE & LAND COVER & CLASSIFICATION SYSTEM (FLUCCS)

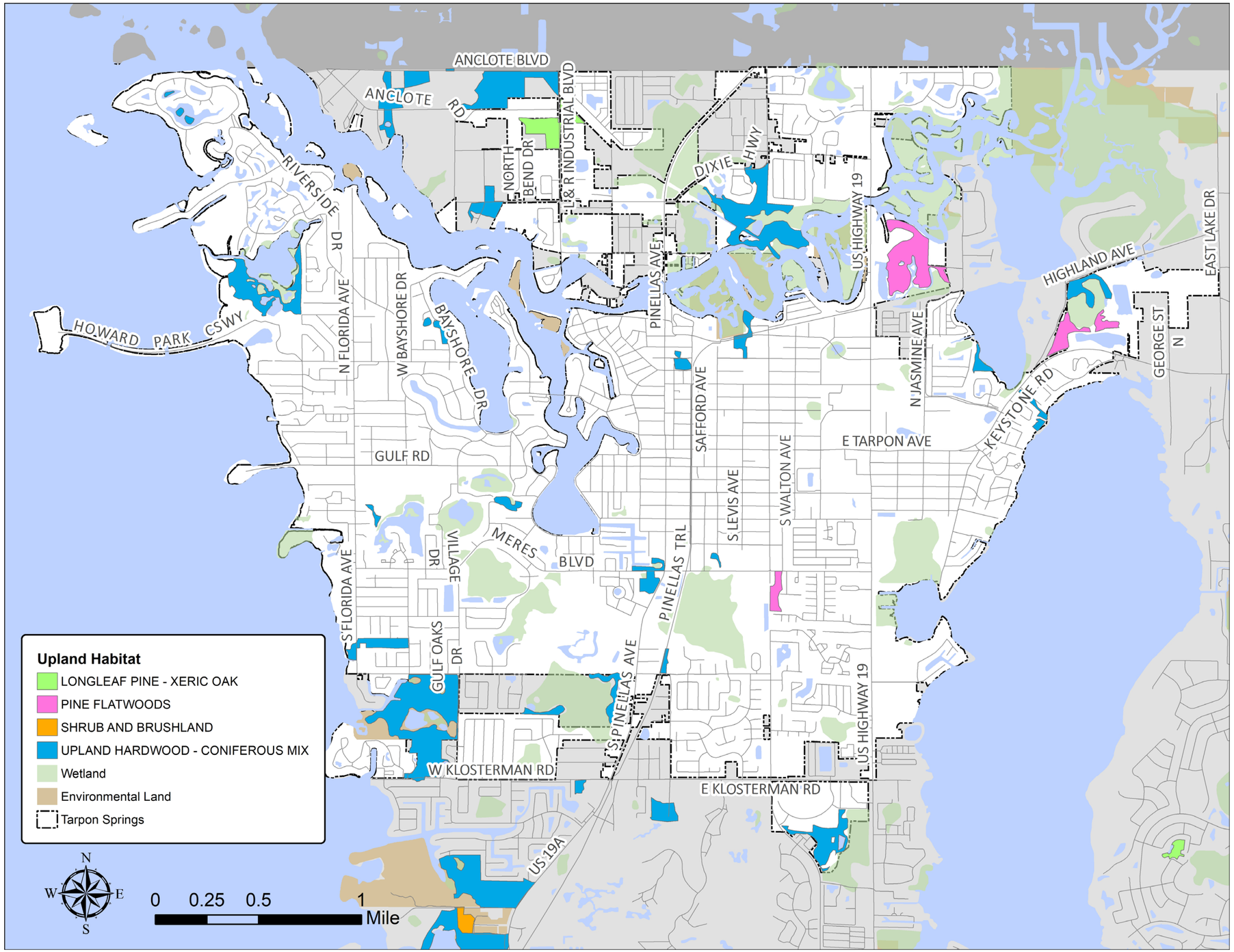


Data & Analysis - Figure 27

WETLAND TYPES

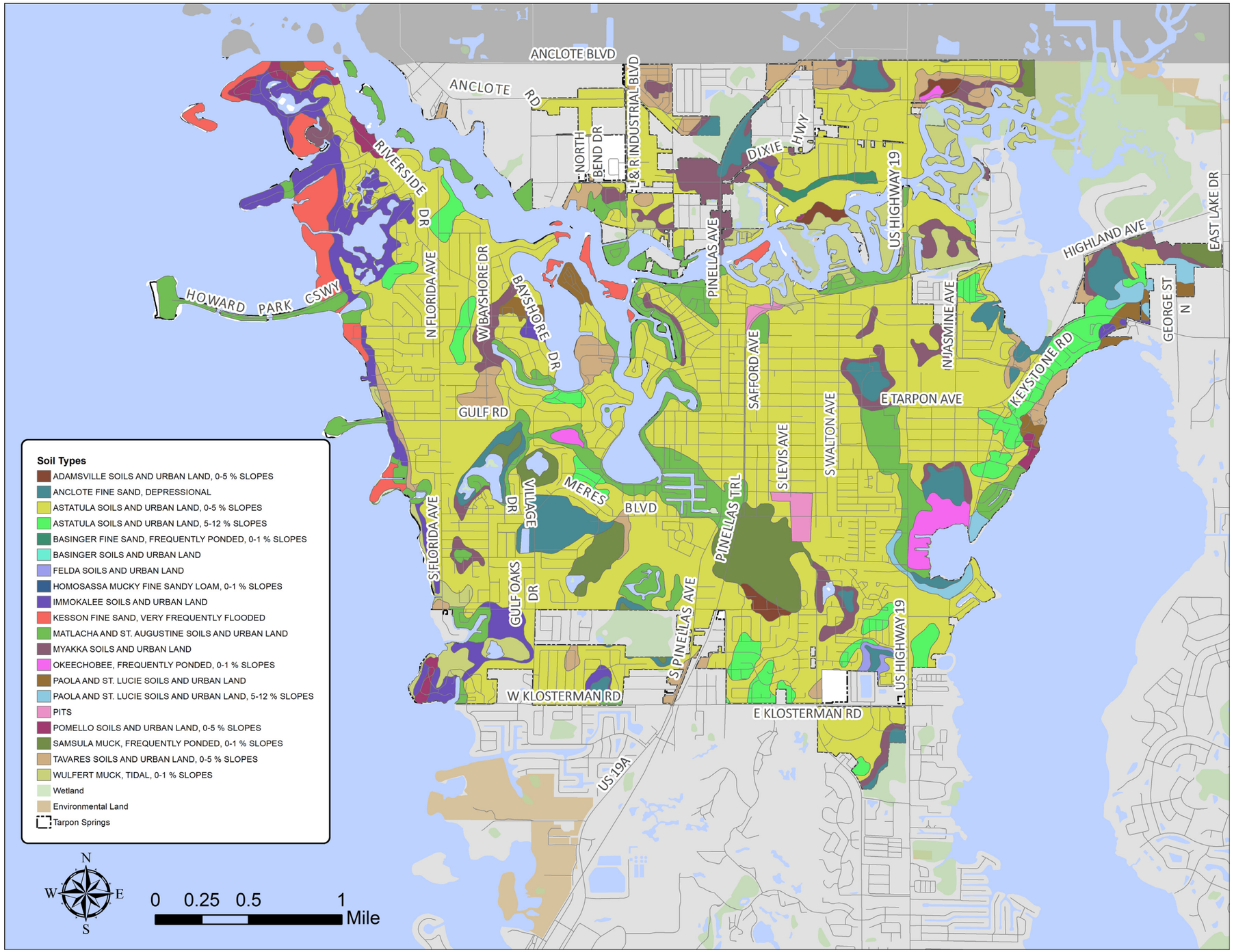


WETLANDS & UPLAND AREAS



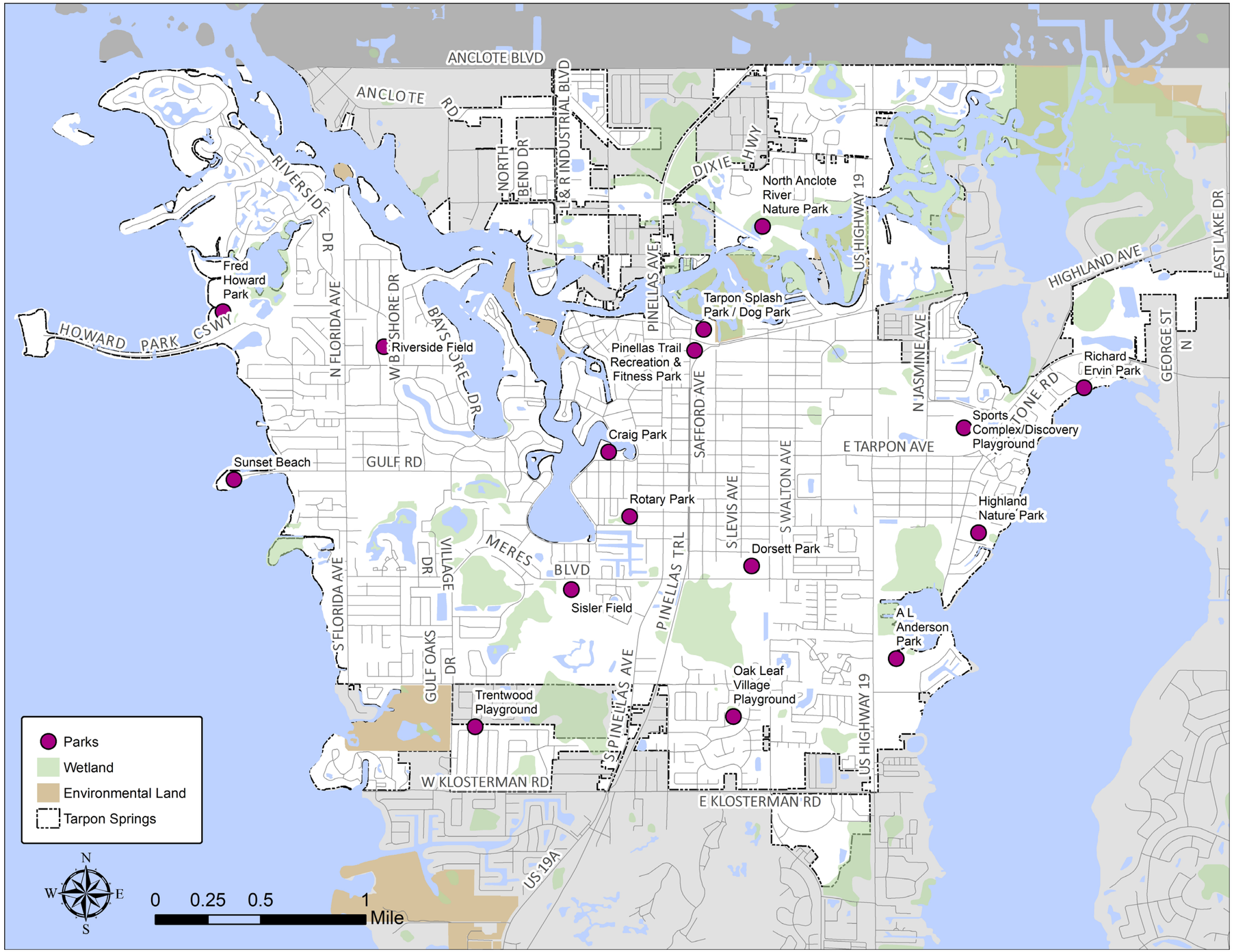
Data & Analysis - Figure 30

SOILS MAP



Data & Analysis - Figure 31

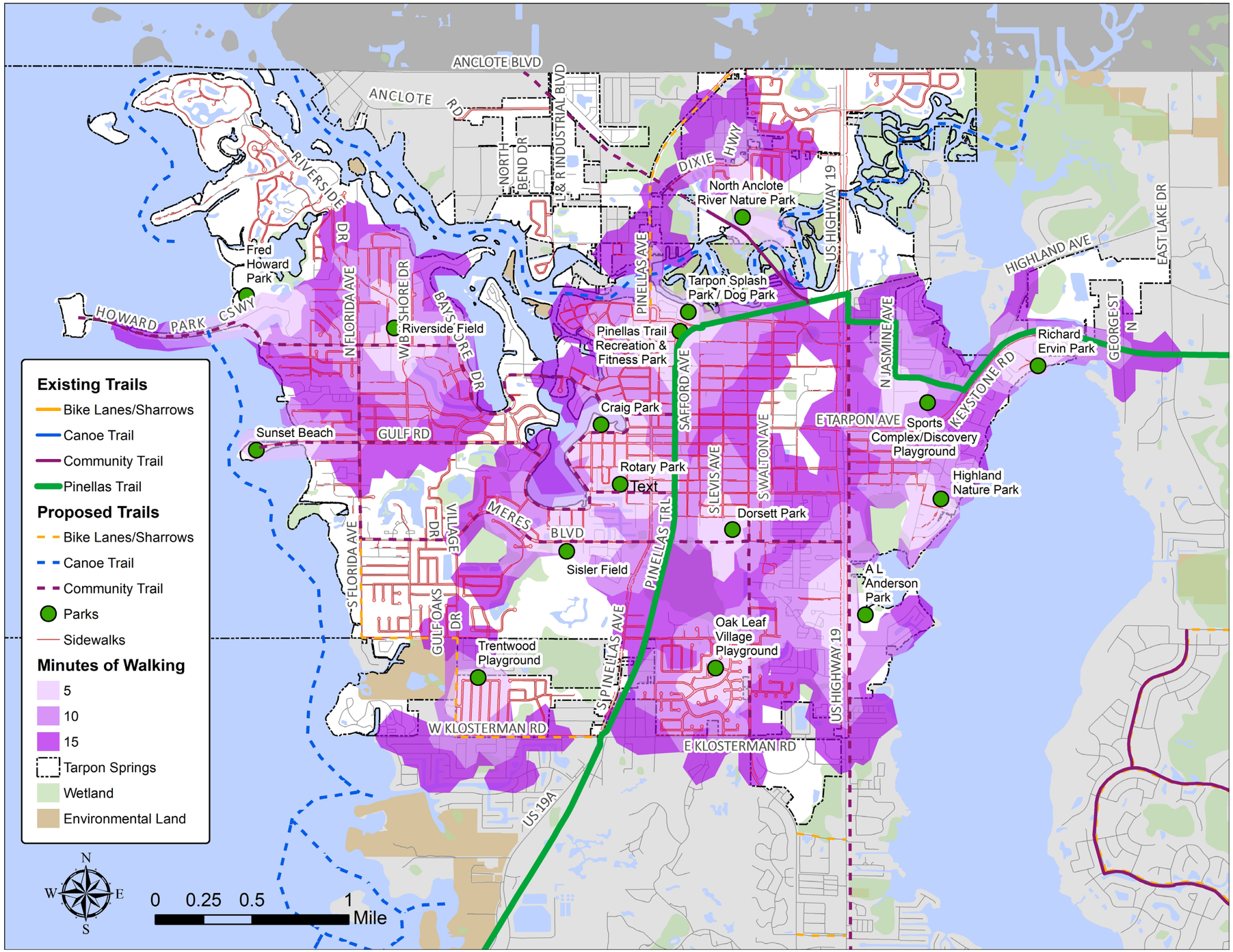
PARKS & RECREATION FACILITIES



ROS

Data & Analysis - Figure 33

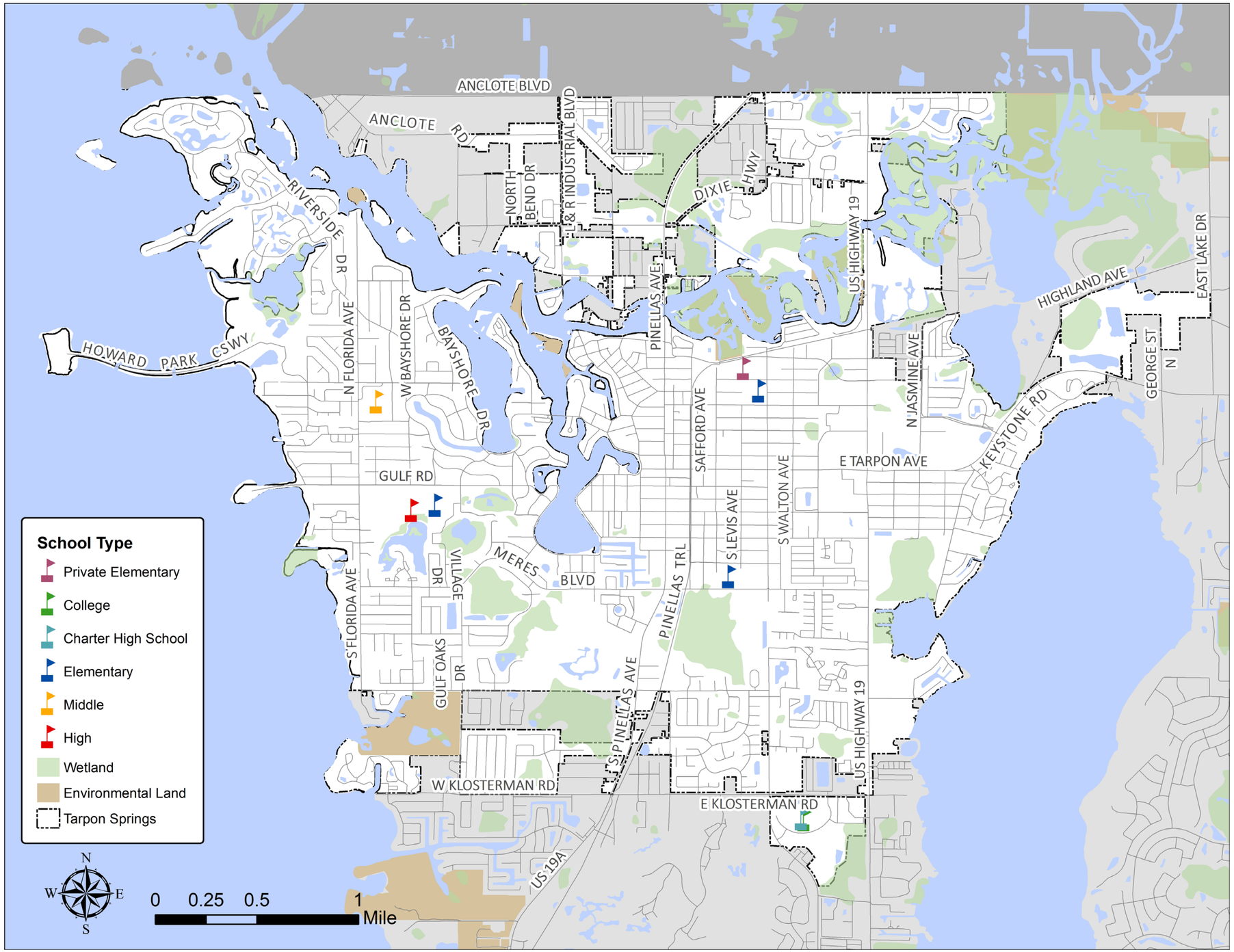
PARKS & RECREATION LEVEL OF SERVICE ACCESSIBILITY



ROS

Data & Analysis - Figure 35

SCHOOLS


ANCLOTE BLVD
ANCLOTE RD
NORTH BEND DR
L & R INDUSTRIAL BLVD
DIXIE HWY
US HIGHWAY 19
PINELLAS AVE
RIVERSIDE DR
HOWARD PARK CSWY
N FLORIDA AVE
W BAYSHORE DR
BAYSHORE DR
SAFFORD AVE
N JASMINE AVE
HIGHLAND AVE
EAST LAKE DR
GEORGE ST N
KEYSTONE RD
E TARPON AVE
S LEVIS AVE
S WALTON AVE
GULF RD
S FLORIDA AVE
VILLAGE DR
MERES BLVD
PINELLAS TRL
GULF OAKS DR
S PINELLAS AVE
W KLOSTERMAN RD
E KLOSTERMAN RD
US 19A
School Type
Private Elementary
College
Charter High School
Elementary
Middle
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Wetland
Environmental Land
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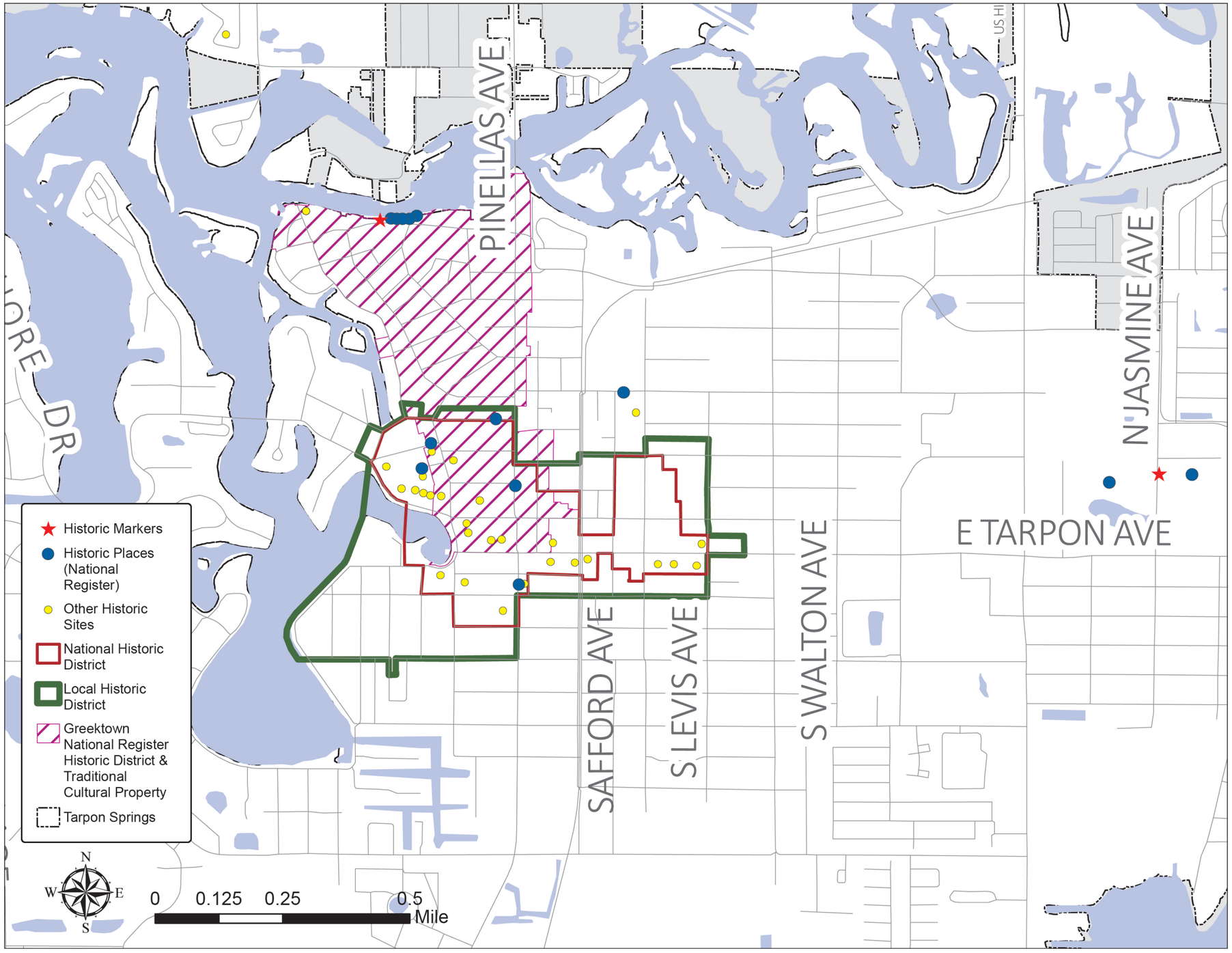
HISTORIC RESOURCES



FLU

FUTURE LAND USE CATEGORIES & RULES TABLE

CATEGORY	PURPOSE	PERMITTED USES	PERMITTED USES -ACREAGE THRESHOLDS	RESIDENTIAL DENSITY	NONRESIDENTIAL FAR	NONRESIDENTIAL ISR	PLACE BASED AREA MAP RELATIONSHIP
Residential Very Low [RVL]	To depict areas that are now developed, or appropriate to be developed, in a large lot, very low-density residential manner; and to recognize such areas as primarily well-suited for estate residential and limited agricultural uses that are consistent with the open space and natural resources of such areas.	• Residential • Residential Equivalent • Recreation/Open Space • Community Gardens • Agriculture-Light	Maximum 3 Acres: • Ancillary Non-Residential • Transportation/Utility Maximum 5 Acres: • Public/Semi-Public (Not including Public Eduction Facilities)	Residential – 1 du/ac Residential Equivalent – 3.0 beds/permitted dwelling unit	0.30	0.60	• Agriculture/Residential Estate
Residential Suburban [RS]	To depict those areas that are developed, or to be developed in a low density, suburban residential manner; and to recognize such areas primarily suited for the planned development process for the purpose of preserving natural features by clustering development.	• Residential • Residential Equivalent • Community Gardens	Maximum 3 Acres: • Ancillary Non-Residential • Transportation/Utility Maximum 5 Acres: • Public/Semi-Public (Not including Public Eduction Facilities)	Residential – 2.5 du/ac Residential Equivalent – 3.0 beds/permitted dwelling unit	0.30	0.60	• Agriculture/Residential Estate • Neighborhood Suburban
Residential Low [RL]	To depict those areas that are now developed, or appropriate to be developed, in a lower density residential manner; and to recognize such areas as primarily well-suited for single and two-family residential uses.	• Residential • Residential Equivalent • Public/Semi-Public • Community Gardens	Maximum 3 Acres: • Ancillary Non-Residential • Transportation/Utility Maximum 5 Acres: • Public/Semi-Public (Not including Public Eduction Facilities)	Residential – 5 du/ac Residential Equivalent – 3.0 beds/permitted dwelling unit	0.40	0.65	• Neighborhood Suburban • Neighborhood Traditional
Residential Urban [RU]	Intended for areas in close proximity urban activity centers, and is generally To depict areas that are now developed, or appropriate to be developed, in a moderate density residential manner; and to recognize such areas as primarily well-suited for a mix of single-family residential and context-sensitive infill development of two, three, and four-family dwellings.	• Residential • Residential Equivalent • Public/Semi-Public • Community Gardens	Maximum 3 Acres: • Ancillary Non-Residential • Transportation/Utility Maximum 5 Acres: • Public/Semi-Public (Not including Public Eduction Facilities)	Residential – 7.5 du/ac Residential Equivalent – 3.0 beds/permitted dwelling unit	0.40	0.65	• Neighborhood Suburban • Neighborhood Traditional • Transitional (North of Anclote River)
Residential Low Medium [RLM]	To depict areas serving as a transition between lower and higher density residential areas and is generally supportive of context sensitive infill development of one, two, three, four-family, and single-family, attached dwellings.	• Residential • Residential Equivalent • Public/Semi-Public • Community Gardens	Maximum 3 Acres: • Ancillary Non-Residential • Transportation/Utility Maximum 5 Acres: • Public/Semi-Public (Not including Public Eduction Facilities)	Residential – 10 du/ac Residential Equivalent – 3.0 beds/permitted dwelling unit	0.50	0.75	• Neighborhood Suburban • Neighborhood Traditional • Transitional
Residential Medium [RM]	Intended to accommodate areas developed, or appropriate to be developed, with office uses, low-impact employment uses, and residential uses (subject to acreage threshold), in areas characterized by a transition between residential and commercial uses and in areas well-suited for community-scale residential/ office mixed-use development.	• Residential • Residential Equivalent • Public/Semi-Public • Community Gardens	Maximum 3 Acres: • Ancillary Non-Residential • Transportation/Utility Maximum 5 Acres: • Public/Semi-Public (Not including Public Eduction Facilities)	Residential – 15 du/ac Residential Equivalent – 3.0 beds/permitted dwelling unit	0.50	0.75	• Neighborhood Suburban • Neighborhood Traditional • Transitional

CATEGORY	PURPOSE	PERMITTED USES	PERMITTED USES -ACREAGE THRESHOLDS	RESIDENTIAL DENSITY	NONRESIDENTIAL FAR	NONRESIDENTIAL ISR	PLACE BASED AREA MAP RELATIONSHIP
Retail & Services Neighborhood [R&SN]	To depict areas that are now developed, or appropriate to be developed, in a manner to provide local, neighborhood-scale convenience commercial goods and services; and to recognize such areas as primarily well-suited for neighborhood commercial use consistent with the need, scale, and character of adjoining residential areas which they serve.	• Personal Services • Residential • Recreation/Open Space • Community Gardens	Maximum 1 Acre: • Transportation/Utility Maximum 2 Acres: • Retail • Office • Commercial Recreation • Public/Semi-Public	Residential – 10 du/ac Mixed Use – Shall not exceed, in combination, the respective du/ac and FAR permitted	0.20	0.60	• Neighborhood Suburban (Along Commercial Corridors) • Neighborhood Traditional • Transitional (North of Anclote River)
Retail & Services Limited [R&SL]	Intended to depict areas developed with, or appropriate to be developed with, a mix of businesses and personal service needs of the community, provide for employment opportunities, and mixed use.	• Office • Retail • Personal Services • Lodging • Commercial/Business Service • Storage/Warehouse • Commercial Recreation • Recreation/Open Space • Wholesale/Distribution	Maximum 5 Acres: • Residential • Residential Equivalent • Public/Semi-Public • Research and Development • Transportation/Utility	Residential – 15 du/ac Lodging – 30 du/ac Residential Equivalent – 3.0 beds/permitted dwelling unit	0.30	0.75	• Transitional (Along Major Corridors)
Retail & Services [R&S]	Intended to depict areas developed with, or appropriate to be developed with, a mix of businesses that provide for the shopping and personal service needs of the community, provide for employment opportunities and accommodate target employment uses, and mixed use.	• Office • Personal Services • Retail • Commercial/Business Service • Lodging • Wholesale/Distribution • Storage/Warehouse • Commercial Recreation • Research/Development, Light/Heavy • Manufacturing, Light • Recreation/Open Space • Marina Facilities	Maximum 5 Acres: • Residential • Residential Equivalent • Public/Semi-Public • Transportation/Utility	Residential – 15 du/ac Residential Equivalent – 3.0 beds/permitted dwelling unit Lodging – 40 du/ac, unless utilizing the 'Alternate Temporary Lodging Use Standards' as provided for in the Countywide Plan. Mixed Use – Shall not exceed, in combination, the respective du/ac and FAR permitted	0.45	0.85	• Transitional (Along Major Corridors)
Resort [R]	To depict areas that are developed, or appropriate to be developed, for lodging and associated accessory uses with limited permanent residential.	• Lodging • Tourist-Related Facilities • Personal Services • Commercial Recreation • Recreation/Open Space	Maximum 3 Acre: • Ancillary Non-Residential • Transportation/Utility • Residential • Office Maximum 5 Acres: • Public/Semi-Public	Residential – 15 du/ac and must be in combination with a transient use (minimum 75% transient). CHHA properties maximum 5 du/ac Lodging – 40 du/ac, unless utilizing the 'Alternate Temporary Lodging Use Standards' as provided for in the Countywide Plan. Mixed Use – Shall not exceed, in combination, the respective du/ac and FAR permitted	0.35	0.65	• Transitional • Waterfront Mixed

CATEGORY	PURPOSE	PERMITTED USES	PERMITTED USES -ACREAGE THRESHOLDS	RESIDENTIAL DENSITY	NONRESIDENTIAL FAR	NONRESIDENTIAL ISR	PLACE BASED AREA MAP RELATIONSHIP
Resort Facilities Overlay [RFO]	Intended for areas where it would identify exiting low to moderately intensive mixed residential and small scale transient accommodation use in and adjacent to the tourist oriented areas of the city.	• Residential • Lodging • Residential Equivalent	Maximum 3 Acres: • Ancillary Non-Residential • Transportation/Utility Maximum 5 Acres: • Public/Semi-Public (Not Including Public Education Facilities)	Residential – cannot exceed density of underlying residential category Residential Equivalent – 3.0 beds/permitted dwelling unit of underlying residential category Lodging – 1.67 units per unit of the underlying residential density Mixed Use – Shall not exceed, in combination, the respective du/ac and FAR permitted in the underlying land use category.	N/A	N/A	• Neighborhood Suburban • Neighborhood Traditional • Transitional (North of Anclote River) • Waterfront Mixed
Public/Semi-Public [P/SP]	Intended for areas appropriate for educational, health, public safety, civic, religious, government and like institutional uses which are required to serve the community.	• Public/Private Schools • Colleges • Hospitals • Medical Clinic • Churches • Religious Institution • Cemetery • Social/Public Service Agency • Child Day Care • Fraternal • Civic Organization • Courthouse • Library • Public Safety Facility • Emergency Service Building • Conventional Center • General Government Services • Residential Equivalent • Transportation/Utility • Marina Facility	Maximum 5 Acres: • Residential	Residential Equivalent – 36 beds per acre	0.25	0.85	All Areas
Office [O]	Intended to accommodate areas developed, or appropriate to be developed, with office uses, low-impact employment uses, and residential uses (subject to an acreage threshold), in areas characterized by a transition between residential and commercial uses and in areas well-suited for community-scale residential/ office mixed-use development.	• Office • Residential Equivalent • Recreation/Open Space • Public Education Facilities • Community Gardens	Maximum 3 Acres: • Transportation/Utility • Ancillary Non-Residential Maximum 5 Acres: • Public/Semi-Public Maximum 3,500 Sqft.: • Personal Services	Residential – 15 du/ac Residential Equivalent – 3.0 beds/permitted dwelling unit Mixed Use – Shall not exceed, in combination, the respective du/ac and FAR permitted	0.40	0.75	• Neighborhood Traditional • Transitional (Along Major Corridors)

CATEGORY	PURPOSE	PERMITTED USES	PERMITTED USES -ACREAGE THRESHOLDS	RESIDENTIAL	NONRESIDENTIAL		PLACE BASED AREA MAP RELATIONSHIP
				DENSITY	FAR	ISR	
Employment [E]	To recognize areas developed with, or appropriate to be developed with, a wide range of primary employment uses, flex space, and for uses that have minimum external impacts.	• Office • Research/Development, Light/Heavy • Manufacturing, Light/Medium • Wholesale/Distribution • Storage/Warehouse • Marina Facilities	Maximum 3 Acres: • Retail • Personal Services • Lodging Maximum 5 Acres: • Commercial/Business Service • Food Crop Production • Transportation/Utility	Lodging – 40 du/ac, unless utilizing the 'Alternate Temporary Lodging Use Standards' as provided for in the Countywide Plan.	0.60	0.85	• Transitional • Restricted • Waterfront Mixed • Working Waterfront Intensive
Industrial [I]	To recognize areas of existing heavy industrial/ manufacturing uses and areas appropriate to be developed or redeveloped for light and medium industrial/manufacturing uses, while also allowing for flex space, and uses that have minimal external impacts.	• Manufacturing, Light/Medium/Heavy • Business/Research Parks • Marina Facilities • Research/Development, Light/Heavy • Wholesale/Distribution • Storage/Warehouse	Accessory to Primary Only: • Retail • Office • Personal Services • Commercial/Business Service Maximum 5 Acres: • Public/Semi-Public • Food Crop Production		0.60	0.90	• Transitional • Restricted • Working Waterfront Intensive
Activity Center [AC]	To recognize areas that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate density/ intensity, and pertinent planning considerations. Activity Centers should be designed at a size and scale that allows for interconnectivity with the surrounding area and emphasizes walkability. This category must be consistent with the Countywide Plan 'Activity Center' land use category.	Determined by specific locally adopted Special Area Plan.	Determined by specific locally adopted Special Area Plan.	Determined by specific locally adopted Special Area Plan.			• Special Area Plan • Neighborhood Traditional
Planned Redevelopment District [PRD]	To depict those areas of the community that are developed with a mix of residential ad nonresidential uses, within neighborhoods or distinct areas that are interrelated and complementary, with densities/ intensities and urban design that promote walking, biking and transit use. This category supports infill and redevelopment and may allow for a variety of densities, land uses, and building styles. This category must be consistent with the Countywide Plan 'Planned Redevelopment District' land use category.	Determined by specific locally adopted Special Area Plan.	Determined by specific locally adopted Special Area Plan.	Determined by specific locally adopted Special Area Plan.			• Neighborhood Traditional • Transitional
Multimodal Corridor [MMC]	To recognize those corridors of critical importance to the movement of people and goods throughout the community, and that are serviced by a combination of automobile, transit, bicycle, and pedestrian transportation modes. This category supports mixed-use development designed to facilitate transit. This category must be consistent with the Countywide Plan 'Multimodal Corridor' land use category.	Determined by specific locally adopted Special Area Plan.	Determined by specific locally adopted Special Area Plan.	Determined by specific locally adopted Special Area Plan.			• Transitional (Along Major Corridors)

CATEGORY	PURPOSE	PERMITTED USES	PERMITTED USES -ACREAGE THRESHOLDS	RESIDENTIAL	NONRESIDENTIAL		PLACE BASED AREA MAP RELATIONSHIP
				DENSITY	FAR	ISR	
Retail & Services - Water Dependent [R&S-WD]	To depict areas adjacent to or in close proximity to navigable waterways that are developed, or appropriate to be developed, with commercial fishing industry and related water dependent uses.	• Commercial Fishing Establishments • Commercial Seafood Processing/ Warehousing • Marina Facilities • Commercial Dockage • Boat/Small Watercraft Rental	Accessory to a Permitted Use: • Retail • Office • Commercial/Business Service Maximum 0.5 Acres: • Single Family Detached Dwellings • Lodging	Residential – 7.5 du/ac Residential Equivalent – 3.0 beds/permitted at 15 du/ac Mixed Use – Shall not exceed, in combination, the respective du/ac and FAR permitted.	0.40	0.85	• Waterfront Mixed
Industrial/Employment - Water Dependent [IE-WD]	To depict areas adjacent to or in close proximity to navigable waterways that are developed, or appropriate to be developed, with heavy, marine-related uses.	• Boat Yards and Ways • Boat Building • Marine Salvage/Construction • Commercial Seafood • Processing/Warehousing • Marina Facilities • Marine-Related Industrial, Light/ Intensive • Commercial Dockage • Boat/Small Watercraft Rental • Public/Private Boat Ramp	Accessory to a Permitted Use: • Retail • Office • Commercial/Business Service Maximum 3 Acres: • Public/Semi-Public		0.60	0.90	• Working Waterfront Intensive
Preservation [P]	Intended for areas that are now categorized or appropriate to be categorized as a natural resource feature worthy of preservation and to recognize the significance of preserving such major environmental features and their functions.	• Undeveloped Barrier Islands and Spoil Islands • Floodplain • Natural Drainageways • Wildlife Habitat • Sea Level Rise Adaptation Areas			0.10	0.20	All Areas
Recreation/Open Space [R/OS]	Intended for areas appropriate to be used for open space and/or recreational purposes. These uses can be public or private, natural or man-made, active or passive.	• Public/Private Open Space • Public/Private Park • Public Recreation Facility • Public Beach/Water Access • Golf Course/Clubhouse • Community Gardens			0.25	0.45	All Areas



TARPON SPRINGS 2040 COMPREHENSIVE PLAN

DEFINITIONS

A

Accessory Dwelling Unit (ADU). An ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area, existing either within the same structure, or on the same lot, as the primary dwelling unit. Accessory dwelling units are not counted against the otherwise applicable maximum dwelling units per acre density standard.

Accessory Uses. A use that is incidental, related, and clearly subordinate to the primary use of the property, and which does not significantly affect or alter the primary use of the property.

Adaptation. Consists of the steps taken towards becoming more resilient in response to actual or expected impacts of the identified short-term and long-term hazards. Adaptation includes both structural and non-structural measures.

Adaptive Reuse. The process of converting a building to a use other than that for which it was originally designed.

Adjacent. Nearby but not necessarily adjoining.

Adjoining. A lot or parcel of land which shares all or part of a common lot line with another lot or parcel.

Agricultural Use. Use of the land for growing of crops, plants, or trees for wholesale plant production, animal raising and grazing, aquaculture, animal breeding, game preserves, lands diverted to soil conservation or forestry, training or stabling of animals, horticulture, floriculture or any similar agricultural activity. "Animal raising and grazing" shall mean the keeping of one or more animals commonly associated with an agricultural use, including but not limited to cows, horses, pigs, goats, sheep, ducks, turkeys, chickens, geese, roosters, ponies, and other similar animals. Animal raising and grazing shall not include animals which are normally considered as household pets and which can be maintained and cared for within the living space of a residence. The keeping of four or more household pets shall be considered a kennel.

Agriculture, Light Use. A public or private property devoted to the growing of produce and/or horticultural plants, small-animal husbandry, aquaculture, beekeeping, or related uses, where noise, odor, runoff, insects, pests, and other impacts are contained on-site and do not negatively affect adjacent land uses, consistent with such standards. This use may allow for some exterior storage of equipment or materials; the incidental processing, preparation, packaging and distribution of non-livestock agricultural products; and horse stables, dog kennels, animal boarding and veterinary clinics. On-site sales of agricultural products produced on-site are allowed at the discretion of the local government.

Ancillary, Non-Residential Use. Off-street parking, drainage retention areas, buffer areas and/or trash receptacle areas for adjacent, contiguous, nonresidential uses.

Annual Average Daily Traffic (AADT). The volume passing a point or segment or a roadway in both directions for 1 year divided by the number of days in the year.

Average Daily Traffic (ADT). The total traffic volume during a given time period (more than a day and less than a year) divided by the number of days in that time period.

Archaeological Site. A location that has yielded or may yield information on history or prehistory. An archaeological site contains physical remains of the past. An archaeological site is found within archaeological zones, historic sites, or historic districts.

Archaeological Zone. A geographically defined area, which may reasonably be expected to yield information on local history or prehistory based upon broad prehistoric or historic settlement patterns.

Area Median Income (AMI). The midpoint of a specific area's income distribution and is calculated on an annual basis by the Department of Housing and Urban Development (HUD).

Arterial Street/Road. A roadway providing automobile or multimodal transportation which is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. Arterial roadways interconnect principal traffic generating activity centers within an urban area with the freeway system.

Asset-Based Economics. A bottom-up approach to economic development that builds on existing local resources to strengthen local and regional economies, by focusing on a community's natural environmental, sociocultural, and economic advantages and how these can be leveraged into sustained economic growth and productivity.

Aquatic Lands. Submerged land situated below the mean high water line, or seaward from an engineered bulkhead line as established by the Florida Department of Environmental Protection of a standing body of water, including ocean, bay, basin, bay, bayou, canal, lake, pond, river, or stream, and all bodies of fresh and salt water and all other waterways whether or not affected by a tidal influence, including waters of the state, and whether or not saline or fresh water in nature, whether public or privately owned.

B

Barrier Island. Geological features which are completely surrounded by marine waters that front upon the open waters of the Gulf of Mexico and are composed of quartz sands, clays, limestone, oolites, rock, coral, coquina, sediment, or other material, including spoil disposal, which features lie above the line of mean high water. Mainland areas which were separated from the mainland by artificial channelization for the purpose of assisting marine commerce shall not be considered coastal barrier islands.

Beach, Public. The soft sand portion of land lying seaward of a seawall or line of permanent vegetation and seaward of the mean high-water line, that is available to the general public for enjoyment and recreation.

Best Management Practices (BMPs). A practice or combination of practices that is an effective, practicable means of preventing or reducing the amount of pollution or other negative or harmful effect on the environment.

Bicycle. A mode of travel with two wheels in tandem, propelled by human power.

Boat Building Use. A facility (which could include a boat storage yard) where boats are built, repaired and stored until completed.

Boat Ramp, Public/Private. A public or private facility to launch and retrieve recreational boats from a trailer.

Boat/Small Watercraft Rental Use. An establishment that rents boats and small watercraft (jet skis, kayaks, canoes, etc.) to individuals on a temporary basis.

Boat Yard/Ways. A site used as an industrial establishment for the construction or maintenance of boats, marine engines, or marine equipment.

Buffer. A natural or landscaped area or strip of land, with or without such physical separation devised as a fence or wall, established to separate and insulate one type of land use from another land use; or to shield or block noise, lights or other nuisances; or to separate development and a natural feature so as to reduce the incompatibility between uses or features and protect the integrity of each.

Building. Any structure whether permanent or temporary having a roof supported by columns and walls and intended for shelter, housing, or enclosure.

Business/Research Parks. A tract of land developed for the use of business and research industries and their related commercial uses that is designed to protect surrounding areas and the general community.

C

Capacity. A determination of the availability of a facility based upon estimated demand by a project, including the demand of other approved but not built developments to be served by the same facility in the same time period, as compared to the total capacity of the facility.

Capacity (Transportation Element). The maximum number of vehicles or persons that can pass a point on a roadway during a specified time period (usually 1 hour) under prevailing roadway, traffic, and control conditions.

Capacity Constrained (Transportation Element). A condition in which traffic demand exceeds the capacity of a roadway.

Cemetery. Land used or intended to be used for the permanent internment of human or pet remains. A cemetery may contain land or earth internment, mausoleum, vault, or crypt internment; a columbarium, ossuary, scattering garden, or other structure or place used or intended to be used for the internment or disposition of cremated human or pet remains; or any combination of one or more of such structures or places, as defined by Florida Law.

Certificate of Appropriateness. A certificate issued by the Tarpon Springs Heritage Preservation Board indicating its approval of plans for the alteration, construction, removal, or demolition of a landmark or of a structure within a historic district.

Child Day Care. A business operated by a person, society, agency, corporation, institution, or any other group for the purpose of providing care, protection, and guidance for children during only part of a 24-hour day. This term includes nursery schools, preschools and other similar facilities including educational facilities.

Civic Organization. Any local service club, veterans' post, fraternal society or association, volunteer fire or rescue group, local civic league, or similar organization that is not organized for profit but generally operated for educational or charitable purposes.

Cluster Development. A form of development, typically single family detached dwellings, whereby conventional lot areas are reduced to allow the concentration of units in specific areas in order to preserve open space.

Coastal High Hazard Area (CHHA). The area defined by the Sea, Lake and Overland Surges from Hurricanes (SLOSH) model to be inundated from a category one hurricane.

Collector Street/Road. A roadway providing service which is of relatively moderate traffic volume, moderate trip length, and moderate operating speed. Collector roads serve internal traffic movements within an urban area, collecting and distributing traffic between the arterial and local road system.

College. An institution of higher education and/or for vocational or professional training for trades. Trade/Colleges also include related facilities, such as classroom buildings, libraries, laboratories, dormitories, administration, and dining halls that are incorporated into a unified campus.

Commercial/Business Service Use. An occupation or service involving the sale, storage, repair, service or rental of motor vehicles, water craft, residential machinery or equipment, examples of which include automobile, boat, and household or yard equipment sales, service or repair, and like uses; the production, assembly or dismantling of which shall be clearly secondary and incidental to the primary use characteristics of the Commercial/Business Service Use.

Commercial Dockage. Commercial waterfront facilities providing fuel for boats and other watercraft and mooring facilities.

Commercial Fishing Establishments. Establishments devoted to catching fish and other seafood for commercial profit.

Community Garden Use. A public or private open space use devoted to the growing of produce and/or horticultural plants for off-site sale, personal consumption, enjoyment and/or donation by a group of individuals or a non-profit organization.

Community Recreation Use. A private or quasi-public recreation facility designed for participant or spectator activities for a charge, including but not limited to marina, miniature golf, dog race track, horse race track, jai-alai fronton, stock car race track, sports stadium, performance venues, and indoor recreation/entertainment uses such as billiard halls, bowling alleys, movie theaters, and video game arcades.

Commercial Seafood Processing/Warehousing Use. Establishments that produce, process, and store seafood products intended for human consumption.

Complete Street. A street that prioritizes the safety and mobility of all users instead of the speed of cars and flow of traffic.

Conservation Area. An area in which plants, animals, and topographic features are protected in their current, natural condition.

Concurrency. Policy requiring the availability of public services (water, sewer, roads, schools, etc.) before a new development is approved for construction.

Consistency. In compliance with and to further the intent of the goals, objectives, and policies of all elements contained in the Comprehensive Plan.

Constrained Roadway. A roadway on the State, County or City Road System that will not be expanded by 2 or more through lanes because of physical, environmental, or policy constraints.

Context Sensitive. Development and site improvements that takes into consideration the scale and character of the surrounding area and promotes the community's values and assets.

Contributing Structure (Historic). A structure in a historic or cultural district that contributes to the district's historical or cultural significance through use, location, design, setting, materials, workmanship, feeling and association, and other considerations, and which shall be afforded the same consideration as landmarks.

Contributing-Altered Structure (Historic). A contributing structure that, in spite of having inappropriate alterations, still retains enough historical integrity to be designated as contributing, and where such inappropriate alterations can be removed without damaging the historical integrity.

Conventional Center. A facility used for service organizations, business and professional conferences, an seminars limited to accommodations for conference attendees. The accommodations can include sleeping, eating, and recreation.

Corridor. A set of essentially parallel transportation facilities for moving people and goods between two points.

Courthouse. A building in which a judicial court is held and may include administrative offices.

Cultural Tourism. A type of tourism activity in which the visitor's essential motivation is to learn, discover, experience and consume the cultural attractions/products of a specific destination.

D

Demolition. The complete or constructive removal of a building or any substantial part thereof.

Density. The measure of permitted residential development expressed as a maximum number of dwelling units per net acre of land area.

Density Averaging. The aggregation of the otherwise permitted density and/or intensity of a parcel or parcels of land in a non-uniform or consolidated manner on a portion of such contiguous parcel(s).

Development Order. Any building permit, subdivision approval, zoning permit, rezoning, certification, agreement, conditional use, variance, or any other official action of local government having the effect of permitting the development of land.

Dredging. A method of removing solids from the bottom of wetlands and coastal waters which can result in the disturbance of natural ecological cycles.

E

Easement. A grant by a property owner to specific persons, the general public, corporations, utilities, or others for the purpose of providing services or access to and/or across the property.

Ecological Corridor. A strip of natural habitat connecting populations of wildlife otherwise separated by cultivated land, roads, etc.

Eco-Tourism. A type of tourism activity in which the visitor's essential motivation is to learn, discover, and experience the natural areas and assets of a specific destination. Eco-tourism includes activities such as kayaking, hiking, and wildlife observation.

Emergency Service Building. Public or quasi-public police, fire, rescue, ambulance, or similar services.

Enclave. Land of one jurisdiction surrounded or nearly surrounded by the territory of another jurisdiction.

Environmentally Sensitive Lands. These areas include, but are not limited to, floodplains, wetlands, rare vegetative communities, listed species habitat, and areas of significant upland habitat.

F

Fixed Transit Route. Transportation systems that use buses, vans, light rail, and other vehicles to operate on a predetermined route according to a predetermined schedule.

Floodplain. The floodplain marks the boundary on a map of the flood hazard area within which the community regulates development. It includes the area inundated by the Special Flood Hazard Area (SFHA).

Floodproofing. Any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate potential flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Floor Area, Gross. The sum of the horizontal areas of the several floors of all building on a lot, measured from the exterior faces of the exterior walls, and from the center line of walls separating two or more buildings. The term gross floor area shall include basements; elevator shafts and stairwells at each story; floor space used for mechanical equipment with structural headroom of six feet, six inches or more; penthouses and attic spaces, whether or not a floor has actually been laid, providing structural headroom of six feet, six inches or more; interior balconies or mezzanines.

Floor Area Ratio (FAR). A floor area is the relationship between the gross floor area on a site and the net land area. The FAR is calculated by the gross floor area of all structures on a site divided by the site area, excluding public road rights-of-way and submerged lands.

Florida Friendly LandscapingTM. A program that recognizes landscapes that use sustainable landscaping practices and minimize the use of potable water for irrigation, avoid the runoff of excess fertilizers and pesticides from the landscape, and provide habitats for wildlife.

Food Crop Production Use. An establishment that grows crops such as vegetables, fruit trees, grain, and other edible products. These establishments may also package and store the products produced on the premises.

Fraternal. A group of people formally organized for a common interest, usually cultural, religious, or entertainment, with regular meetings and formal written membership requirements.

Functional Classification (Transportation Element). The assignment of roads into systems according to the character of service they provide in relation to the total road network.

G

Golf Course. A tract of land laid out with at least 9 holes improved with tees, greens, fairways, and hazards for playing a game of golf, including any associated clubhouse or shelters and excluding miniature golf courses, and other similar commercial enterprises.

Government Services, General. Offices and other facilities such as city halls, courts, and similar buildings and structures used for administration, legislative and judicial governmental functions.

Green Infrastructure. The range of measures that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspirate stormwater and reduce flows to sewer systems or to surface waters. Green infrastructure systems include, but are not limited to, rain gardens, bio-swales, vegetable swales, or porous pavement.

Greenway. The total square footage of all areas within a structure.

Gross Land Area. Gross and area for the purposes of computing density/intensity shall be that total land area within the property boundaries of the subject parcel, and specifically exclusive of any submerged land or public right-of-way.

Groundwater. The supply of freshwater under the surface in an aquifer or soil that forms the natural reservoir for potable water.

H

Heat Index. The heat index, also known as the apparent temperature, is what the temperature feels like to the human body when relative humidity is combined with the air temperature.

Historic District. A geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, objects, or area, which are united by past events aesthetically by plan or physical development. A district also may be comprised of individual resources which are separated geographically but are thematically linked by association or history.

Historic Property/Resource. Any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value. The properties may include but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the State.

Historic Site. A single lot or portion of a lot containing an improvement, landscape feature, or archaeological site, or a historically related complex of improvements, landscape features or archaeological sites that may yield information on history or prehistory.

Historic Survey. A comprehensive survey involving the identification, research and documentation of buildings, sites and structures of any historical, cultural, archaeological or architectural importance.

Hospital. An establishment having an appropriate license or certificate of need issued by the State of Florida, typically operating 24 hours a day, providing medical, diagnostic, and treatment services including physician, nursing, specialized accommodations, emergency medical services, and other health services to in-patients.

Housing, Affordable. Housing whereby very low to moderate income households, adjusted for family size, pay no more than 30 percent of income for mortgages or rental, taxes, insurance and utilities. However, it is not the intent to limit an individual's ability to devote more than 30 percent of income for housing.

Housing, Attainable. Providing a range of housing types at various income levels.

Housing, Workforce. Housing built to serve families that have income levels between the true affordable housing options and luxury housing. Typically, these families are middle-income households earning between 80 to 120% of the median income.

I

Impervious Surface. A surface that has been compacted or covered with a layer of material so that it is highly resistant or prevents infiltration by stormwater. It includes roofed areas and surfaces such as compacted sand, limerock, or clay as well as conventionally surfaced streets, sidewalks, parking lots, and other similar surfaces.

Impervious Surface Ratio. A measure of the intensity of hard surfaced development on a site. An Impervious Surface Ratio is the relationship between the total impervious surface area on a site and the gross land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the gross land area.

Income, Very-Low. A household at or below 50% of area median income.

Income, Low. A household at or below 80% of area medium income.

Income, Moderate. A household at or below 120% of area medium income.

Inconsistency. When it is determined that a development order is in conflict with the goals, objectives, and policies of the Comprehensive Plan.

Infill. The development of vacant parcels/land within previously built areas. These areas are already served by public infrastructure, such as transportation, water, wastewater, and other utilities.

Infrastructure. Facilities and services needed to support and sustain development activities, including but not limited to streets, drainage, communication lines, electric lines, parks, landfills, water, and sewer.

Intensity. The measure of permitted development expressed as a maximum Impervious Surface Ration and/or Floor Area Ratio per acre of net land area.

J

K

L

Land Use. The development that has occurred on the land, the development that is proposed on the land, or the use that is permitted or permissible on the land, under an adopted comprehensive plan or element or portion thereof, land development regulations, a land development code, or this Comprehensive Plan as the context may indicate.

Level of Service (LOS). An indicator of the extent or degree of service provided by, or proposed to be provided by a facility based upon and related to the operational characteristics of the facility. The required levels of service are related facilities are established by this Comprehensive Plan.

Library Use. A civic building utilized for the reading, referencing, or lending of literary and artistic materials and/or devoted to the acquisition, conservation, study exhibition, and educational interpretation of objects having scientific, historical, or artistic value.

Living Shoreline. The use of plants or other natural elements - sometimes in combination with harder shoreline structures - to stabilize estuarine coasts, bays, and tributaries.

Local Planning Agency (LPA). The agency (Planning and Zoning Board) designated by the City to review the Comprehensive Plan pursuant to the requirements of F.S. Ch. 163.

Local Street/Road. A minor roadway designed to provide access to adjacent land. Local streets carry a small percentage of the total vehicle mileage traveled, but make up a large percentage of the total street mileage and serve to interconnect individual properties with the collector road system.

Lodging Use. A facility containing one or more temporary lodging unit, the occupancy of which occurs, or is offered or advertised as being available, for a term or less than one (1) month, more than three (3) times in any consecutive twelve (12) month period. In determining whether a property is used as a temporary lodging use, such determination shall be made without regard to the form of ownership of the property or unit, or whether the occupant has a direct or an indirect ownership interest in the property or unit; and without regard to whether the right of occupancy arises from a rental agreement, other agreement, or the payment of consideration. May also be referred to as Transient Accommodation Use.

Long Range Transportation Plan (LRTP). A long-range (20-25 year) strategy and capital improvement program developed to guide the effective investment of public funds in transportation facilities that takes into account all modes of transportation, including automobile, bicycle, air, rail, surface freight, and pedestrian travel.

M

Manufacturing, Heavy Use. A use engaged in the manufacture of products or parts, including processing, fabrication, assembly, treatment, packaging, storage, sales, and distribution of such products, with potential to produce noise, odor, smoke, heat, glare, vibration, hazardous chemicals, and other impacts that may affect adjacent land uses. Such use may include the exterior storage and processing of materials and equipment.

Manufacturing, Light Use. A use engaged in the manufacture of products or parts, including processing, fabrication, assembly, treatment, packaging, storage, sales, and distribution of such products, occurring entirely within enclosure building. This use shall not include or allow for any exterior storage or processing of equipment or materials of any kind. Noise, odor, smoke, heat, glare, vibration, hazardous chemicals, and other impacts must be entirely contained within enclosed buildings.

Manufacturing, Medium Use. A use engaged in the manufacture of products or parts, including processing, fabrication, assembly, treatment, packaging, storage, sales, and distribution of such products. This use may include or allow for exterior storage of equipment or materials, provided that impacts are contained on-site and do not negatively affect adjacent land uses. Such use may include the exterior storage and processing of materials and equipment.

Marina Facilities Use. An establishment used for the storing, fueling, berthing, and securing of pleasure boats. Minor repair not including the removal of mechanical or structural parts from the boat may be permitted as an accessory use.

Marine-Related Industrial, Light Use. A use which is primarily undertaken for the production, processing, assembling, packaging, manufacturing, warehousing, assembling or treatment of marine-related goods and products, that typically has little to no impact upon surrounding properties.

Marine-Related Industrial, Intensive Use. A use which is primarily undertaken for the production, processing, assembling, packaging, manufacturing, warehousing, assembling or treatment of marine-related goods and products, that may have a significant impact upon surrounding properties.

Marine Salvage/Construction Use. A facility or area for storing, keeping, selling, dismantling, compressing, or salvaging scrap or discarded marine-related vessels. These facilities may also provide construction or repair services for marine-related goods and products.

Mass Transit. Passenger services provided by public, private, or nonprofit entities that transport persons from one place to another by means of a local transportation system, such as bus, commuter rail, or ferry.

Medical Clinic. A facility engaged in the examination, diagnosis, and treatment of medical related conditions. Medical clinics can offer urgent/immediate care services, but do not include overnight facilities for patients.

Micromobility. Refers to "middle modes" of transportation that utilize relatively low-weight, low maximum speed vehicles for shorter trips, such as e-bikes, scooters and electric skateboards.

Microtransit. A form of transportation that fits between private individual transportation (i.e. cars) and mass transit (i.e. bus). Typically, microtransit offers riders an on-demand option to book a ride to a destination or flexible travel routes.

Minor Arterial. Provides service for trips of moderate length and at a lower level of mobility. They also connect with principal arterials, collector and local routes.

Mitigation. Involves reducing the flow of heat-trapping greenhouse gases into the atmosphere, either by reducing sources of these gases or enhancing the "sinks" that accumulate and store these gases for the purpose of reducing climate change.

Mitigation (Historic Element). A process designed to prevent adverse impact of an activity on cultural resources, by the systematic removal of the prehistoric, historic, or architectural data in order to acquire the fundamental information necessary for understanding the property within its proper historic context. For structures, at minimum, this may require primary archival studies, informant interviews, measured drawings, and large scale photography. For archaeological sites, at minimum, this may require literature studies, informant interviews, field survey, excavation, and artifact analysis. All mitigation projects require the preparation of reports.

Mixed-Use. Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobility. The movement of people and goods.

Multimodal. A combination of automobile, pedestrian, bicycle, and/or transit travel modes sharing a transportation facility or system. When used alone as an adjective, "multimodal" indicates the presence of characteristics supportive of such transportation (e.g., multimodal infrastructure).

Multimodal Transportation District (MMTD). An area in which secondary priority is given to vehicle mobility and primary mobility is given to assuring a safe, comfortable, and attractive pedestrian environment, with convenient interconnection to transit.

N

Natural Drainageways. Drainage channels, routes, and ways formed over time in the surface topography of the earth prior to any modifications or improvements made by unnatural causes and/or human intervention.

Neighborhood Conservation Overlay. A land use tool that offers communities the ability to tailor the management of community character to the needs of specific areas and neighborhood residents, as opposed to the one-size-fits-all approach of a traditional historic preservation ordinance.

Net Floor Area. The floor area of a structure excluding stairwells, elevator shafts, basements, attics, equipment rooms, screen rooms, interior parking, and other areas not intended for human habitation or public services.

Net Land Area. Net land area for the purpose of computing density/intensity shall be that total land area within the property boundaries of the subject parcel, and specifically exclusive of any submerged land or public right-of-way.

New Urbanism. A planning and development approach based on the principles of how cities and towns were built in the past: walkable blocks and streets, housing and shopping in close proximity, and accessible public spaces. New Urbanism focuses on "human-scaled urban design".

Nonconforming, Lot, Use, Structure. A lot, use, or structure which was previously legal and at inception conformed to the then-applicable regulations, that subsequently fails to conform to the requirements of the current Comprehensive Plan and regulatory standards.

Nonconformity. A lot, structure, use, or characteristic of use such as density, parking, signage, drainage, or some other characteristic of the property which does not comply with the regulations of this Comprehensive Plan or the Land Development Code, but which lawfully existing at the time of adoption.

Non-Contributing Structre (Historic Element). A building, object, site or structure that neither adds to nor detracts from a district's sense of time and place and historical development.

Non-Point Source Pollution. Stormwater runoff that does not get captured by stormwater infrastructure.

Nonresidential Use. Those uses as provided for under the respective categories, other than residential or residential equivalent use.

O

Office Use. An occupation or service providing primarily an administrative, professional or clerical service and not involving the sale of merchandise; examples of which include medical, legal, real estate, design, and financial services, and like uses.

Open Space. Any land or water in its natural condition and set aside for the use and enjoyment of the owners and occupants of such land or the public if so designated.

Outdoor Storage. The storing or displaying in an open area outside of a building of any goods, equipment, material, or vehicles.

P

Park, Community. A facility that provides a variety of program and facility opportunities to all individuals and families in the service area. Some of the types of facilities provided at these parks are ball fields, tennis courts, play areas, picnic areas, multipurpose courts, recreation buildings, sports fields, and nature walks (trails). These parks are typically accessible from major streets.

Park, Mini. Small parks with limited activity that typically provide seating, landscaping, and potentially a playground, tot lot, community garden, or other passive recreation opportunity.

Park, Neighborhood. Area for more intense recreational activity relative to the mini-park. These parks are usually accessible on low-traffic streets that are easy to walk and bike.

Park, Public/Private Use. Any public or private land and related structures, including athletic facilities, shelter houses, an maintenance facilities that are designed to provide recreational, educational, cultural, or aesthetic use to the community.

Peak Hour. A one hour time period with high traffic volume.

Pedestrian. An individual traveling on foot.

Permitted Use. The use of land or of a structure which is allowed by right under the provisions of this Comprehensive Plan.

Personal Service Use. An occupation or service attending primarily to one's personal care or apparel; examples of which include hair and beauty care, clothing, repair or alteration, dry cleaning/laundry service (collection and distribution only), animal grooming and like personal service uses. Any assembly, sale of merchandise or conveyance of a product in support of a personal service shall be clearly secondary and incidental to the primary use characteristics of the Personal Service Use.

Performance Standards/Zoning. Zoning regulations that permit uses based on a particular set of standards rather than on particular type of use. Performance standards/zoning focuses on the performance of a property and how it impacts adjacent lands and public facilities, rather than the specific use of the land.

Point Source Pollution. A direct discharge from a single point, such as a pipe, into the estuarine environment.

Preservation (Historic Element). The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, of reconstruction of historic properties.

Preservation Use. Uses primarily providing passive open space, providing for the conservation and management of natural features, providing for watershed management and designed to recognize and protect open and undeveloped areas, providing habitat for endangered or threatened species, and generally recognizing environmentally significant areas.

Principal Arterial. Serves the major activity centers of a metropolitan area, has the highest traffic volume corridors and the longest trip desires. The facility should carry a high portion of the total urban area travel on a minimum of mileage. It carries most trips entering and leaving urban areas, and it provides continuity from outside areas that intersect urban boundaries.

Public Education Facility. Elementary schools, special educational facilities, alternative education facilities, middle schools, high schools and area vocational-technical schools of the Pinellas County School District.

Public Safety Facility. Facilities that provide safety and emergency services, such as police stations, fire departments, or ambulance stations.

Public/Semi-Public Use. Those facilities and services of a public, private, or quasi-public nature, including educational, medical, governmental, civic, and religious uses, such as schools, hospitals, courthouses, community centers, and churches.

Q

R

Recreation Facility Use. Facilities focused on offering amusement, recreation, personal instruction, and/or equipment or facilities for exercising and improving physical fitness; such as outdoor swimming pools, skateboard parks, arenas, school of dance, gymnastics, martial arts, athletic courts, skating rinks, batting cages,or other similar activities and establishments.

Recreation/Open Space Use. Uses providing recreation facilities, sporting facilities, and open space, such as a park, public recreation facility, public beach/water access, and public or private golf course/clubhouse.

Redevelopment. Includes the reconstruction, conversion, structural alteration, relocation or enlargement of an existing building on a previously developed property.

Rehabilitation. The act of process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features of the property that are significant to its historical, architectural, and cultural values.

Religious Institution. A site, premise, or location that is used principally, primarily, or exclusively for the purposes of religious exercise and related activities as protected by the First Amendment to the U.S. Constitution.

Renewable Energy. Energy produced from sources like the sun and wind that are naturally replenished and do not run out.

Research/Development, Heavy Use. A use engaged in research, testing, and development of goods, materials, or products. Manufacturing uses conducted on the premises shall be limited to those needed for experimental or testing purposes. Such use may include the exterior storage and processing of materials and equipment.

Research/Development, Light Use. A use engaged in the research, testing, and development of goods, materials, or products, occurring entirely within enclosed buildings. Manufacturing uses conducted on the premises shall be limited to those needed for experimental or testing purposes. This use shall not include or allow for any exterior storage or processing of equipment or materials of any kind.

Residential Equivalent Use. A residential-like accommodation other than a dwelling unit, including bed and breakfast, group home, congregate care, nursing home and comparable equivalent standards for density/intensity for any household that qualifies as a dwelling unit. This use shall not include any type of use authorized by Chapter 419, Florida Statutes, Community Residential Homes, which is entitled to be treated as a residential dwelling unit.

Residential Use. A dwelling unit including, single-family, multifamily, and mobile home dwelling unit. This use shall include any type of use authorized by Chapter 419, Florida Statutes, Community Residential Homes, which is entitled to be treated as a residential dwelling unit.

Resiliency. The ability of a system to prepare for, adapt to, and recover quickly from a significant threat with minimum damage to social well-being, the economy, and the environment. Ideally, resilient systems should recover from an event by becoming stronger than they were prior to the stress. A resilient system should be flexible and adaptive and is best composed of multiple, independent layers.

Resource Surveys (Historic, Archaeological, Cultural). Surveys performed to identify, record, and evaluate historic properties, structures, artifacts, and features within a community, neighborhood, project area, or region.

Retail Use. Any establishment where the primary use is the sale of goods or merchandise to the general public for personal or household consumption. Limited processing may be permitted as accessory to the selling activity.

Right-of-Way. A strip of land acquired by dedication, prescription, condemnation, or purchase for use as a road, crosswalk, railroad line, electric transmission line, oil, or gas pipeline or similar use. A right-of-way reservation is a strip of land intended for future purchase as a right-of-way. The term “right-of-way” does not include “easement”.

S

Scheduled Fixed Route. Bus service provided on a repetitive, fixed schedule basis along a specific route with buses stopping to pick up and deliver passengers to specific locations.

Schools, Public/Private. An institution for pre-kindergarten, kindergarten, elementary, middle, and high school education giving regular instruction at least five days per week except for holidays for a normal school year.

Sea Level Rise. The permanent increase in the height of sea level rise. The long-term affects of rising seas are also exacerbated by an accompanying land subsidence in some coastal areas.

Shoreline. A line which follows the mean high water line for tidal waterbodies and the ordinary high water line for fresh water.

Shoreline Stabilization. The construction or modification of bulkheads, retaining walls, dikes, levies, riprap, and other structures along the shoreline, for the purpose of controlling erosion.

Shoreline Stabilization, Soft. Use of environmentally friendly techniques to protect property from shoreline erosion, such as the use of native plantings, anchored drift lots, gravel berms, sand replenishment, and site recontouring.

Sidewalk. The paved section of the public frontage exclusively to pedestrian activity.

Significant Site (Historic Element). Sites, districts, and/or features which have yielded or are likely to yield information about the prehistory, history, or culture of Tarpon Springs and/or are associated with the lives or culture of persons significant in the city’s past.

Significant Upland Habitat. High quality Scrub and Brushlands, Pine Flatwoods, Longleaf Pine/Xeric Oak, or Hardwood Conifer Mix as defined by the Florida Land Use, Cover and Forms Classification System (FLUCCS) and as determined by a qualified professional.

Social/Public Service Agency. An entity that provides social and public services.

Species of Concern. A wildlife species that mya become a threatened or an endangered species because of biological characteristics and identified threats.

Spoil Island. An artificial island, often created as a byproduct of channel dredging.

Storage/Warehouse Use. A use devoted primarily to the storage or distribution of goods, materials or equipment. Such use may be located within an enclosed building with any exterior storage or be comprised of only exterior storage and distribution of good, materials, or equipment.

Stormwater. Any surface runoff and drainage of water from land surfaces, including surfaces of buildings and other hardened surfaces on the land, but does not include any industrial or commercial process water, sediment or contaminants introduced into water as a result of activities conducted on the site.

Strategic Intermodal System. A statewide network of high priority transportation facilities most critical for statewide and interregional travel.

Structure. Any building or other object that is constructed or erected that requires location on or under the ground or is attached to something on the ground. Such term includes a movable structure, which it is located on land, which can be used for housing, business, commercial, agriculture, or office purposes, ether temporarily or permanently, including all caging designed to contain livestock.

Submerged Land. The area situated below the mean high water line or the ordinary high water line of a standing body of water, including ocean, estuary, lake, pond, river, stream, or existing natural or man-made drainage detention areas. For the purpose of this definition, submerged lands created as a function of development that are recorded on an approved final site plan or other authorized development order action, and wetlands landward of the mean and/or ordinary high water line, shall not be considered submerged land.

Sustainability. Meeting the environmental, social and economic needs of today without compromising the ability to meet those needs in the future.

T

Tax Increment Financing (TIF). A method to pay for redevelopment of an area, typically a designated Community Redevelopment Area (CRA), through the increased ad valorem tax revenue resulting from that redevelopment.

Temporary Lodging Unit. An individual room, rooms or suite within a temporary lodging use designed to be occupied as a single unit for temporary occupancy. May also be referred to as Transient Accommodation Unit.

Tourist Related Facilities. Facilities catering to transient visitors.

Traditional Cultural Property (TCP). A building, structure or site that is associated with and reflective of the cultural practices or beliefs which are rooted in the community's history and are important in maintaining the continuing cultural identity of the community. TCP's may be, but are not required to be , eligible for inclusion in the National Register of Historic Places.

Transferable Development Rights (TDRs). The transfer of development rights, expressed in terms of residential density or floor area ratio, by deed, easement, or other legal instrument from land in one area or designation to land in another area or designation where the transfer is permitted.

Traffic. A characteristic associated with the flow of vehicles.

Transit. Passenger services provided by public, private or nonprofit entities including the following surface transit modes: commuter rail, rail rapid transit, light rail transit, light guideway transit, express bus, and local fixed route bus.

Transportation Concurrency Exception Area (TCEA). A geographically compact areas designated in a local government comprehensive plan where intensive development exists, or is planned, so as to ensure adequate mobility and further the achievement of identified important state planning goals and policies, including discouraging the proliferation of urban sprawl, encouraging the revitalization of an existing downtown and any designated redevelopment area, protecting historic resources, maximizing the efficient use of existing public facilities, and promoting public transit, bicycling, walking, and other alternatives to the single-occupant automobile.

Transportation Improvement Program (TIP). A five-year program of transportation improvements adopted annually by the MPO that incorporates State, PSTA and local work programs. The TIP is based on the State's fiscal year (June 30-July 1).

Transportation/Utility Use. Uses including transportation facilities and utilities infrastructure, such as an airport, seaport, marina, electric power generation plant, electric power substation, and telephone switching station.

Tree Canopy. The layer of leaves, branches, and stems of trees that cover the ground when viewed from above.

U

Urban Heat Island. Urbanized areas that experience much higher temperatures than outlying rural areas. Human activities and a greater concentration of impervious surfaces contribute to the urban heat island effect.

Urban Sprawl. The result of unrestricted and rapid expansion of development into the periphery of metropolitan areas. Often it is most characterized by single-family residential housing, the separation of residential neighborhoods from retail and commercial land uses, and the increased reliance on the private automobile for transportation.

V

Volume (Transportation Element). The number of vehicles, and occasionally persons, passing a point on a roadway during a specified time period, often 1 hour; a volume may be measured or estimated, either of which could be a constrained value or a hypothetical demand volume.

Vulnerability/Vulnerability Assessment. The measurement of the hazard exposures a community is likely to experience and the sensitivities (e.g., population and land uses) that may be exposed to the identified hazards.

W

Walkability. The ability to safely walk to services and amenities within a reasonable distance, usually defined as a walk of 30 minutes or less.

Water-Dependent Use. Establishments which provide activities which can only be carried out on, in or adjacent to the water because the use requires access to the water for transportation, recreation, power generation, or water supply.

Waterline, Mean High. The line formed by the intersection of the tidal plane of mean high water with the shore as established by the procedures of F.S. Ch. 177 under the Florida Coastal Mapping Act.

Waterline, Ordinary High. The line formed by the intersection of the plane of mean high water with the shore for fresh waterbodies and watercourses with reference to current United States Geological Survey (USGS) or other official governmental sources.

Wellhead Protection Area. The surface and subsurface area surrounding a water well or wellfield, supplying a public water system, through which contaminants are reasonably likely to move toward and reach such water well or wellfield.

Wetlands. Those areas that are inundated or saturated by ground or surface water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Wildlife Habitat. Areas that fulfill the needs of a specific wildlife species for the hasic requirements of food, water, and protection against predators and competitors.

Wind Mitigation. Specifically targeting structural and nonstructural aspects that prevent or lessen damage caused by high winds that occur during storms.

Wholesale/Distribution Use. An establishment primarily engaged in the selling of merchandise to retailers; to industrial, commercial, institutional, or professional users, or to other wholesalers; or acting as agents or brokers for the purpose of buying merchandise for, or selling to, such companies.

Working Waterfront. Property that provides access for water-dependent commercial activities, or provides public access to the water. Working waterfronts require direct access to or location on, over, or adjacent to a body of water. The term includes water-dependent facilities that are open to the public and offer public access by vessels to a body of water or that are support facilities for recreational, commercial, research, or governmental vessels. These facilities include docks, wharfs, lifts, wet and dry marinas, boat ramps, boat hauling and repair facilities, commercial fishing facilities, boat construction facilities, and other support structures over water.

X

Xeriscape. A method of landscaping that emphasizes water conservation, accomplished by following sound horticultural and landscaping practices, such as planning and design, soil improvement, limited turf areas, use of mulches, use of low-water demand plants, efficient irrigation practices and appropriate maintenance.

Y

Z

TARPON SPRINGS 2040

COMPREHENSIVE PLAN

DEFINITIONS



TARPON SPRINGS 2023

COMPREHENSIVE PLAN

DATA & ANALYSIS

Draft as of 04/26/2024

ACKNOWLEDGMENTS

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CONTENTS



INTRODUCTION 7

Purpose 7

Major Changes to Plan 7

Alignment with Other Significant Policy/Planning Documents 7

Executive Summary of Major Findings 8



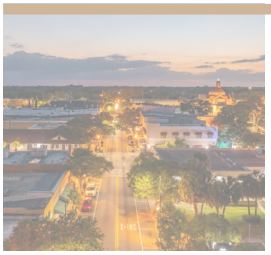
DATA & ANALYSIS ORGANIZATION 9



BACKGROUND, POPULATION & EMPLOYMENT 10

Location & Background 10

Population & Employment Projections 11



SMART GROWTH & REDEVELOPMENT 15

Housing 16

Future Land Use 28

Transportation 38

Coastal Management 52



QUALITY OF LIFE 65

Conservation 66

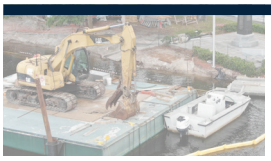
Recreation/Open Space 74

Life Long Learning 88



CULTURE, HERITAGE & PRESERVATION 91

Historic Preservation 92



INFRASTRUCTURE 97

Utilities 98

Capital Improvements 106



GOOD GOVERNANCE 111

Plan Administration 112

Property Rights 113

Intergovernmental & Interagency Coordination 114

LIST OF TABLES

Table 1	Tarpon Springs Permanent Population Projections	Page 11
Table 2	Functional Population Projections	Page 11
Table 3	Employment Projections	Page 12
Table 4	Housing Units by Type, 2018-2022 5-Year Estimates	Page 16
Table 5	Households by Tenure	Page 17
Table 6	Demand by Tenure	Page 17
Table 7	Housing Vacancy Rates	Page 17
Table 8	Decade Structures Built	Page 18
Table 9	Dwelling Units by Rent	Page 18
Table 10	Owner Occupied Units by Value	Page 19
Table 11	Owner Occupied Units by Monthly Cost	Page 20
Table 12	Dwelling Units by Monthly Housing Cost Burden	Page 21
Table 13	Dwelling Units by Monthly Cost Burden Comparison	Page 21
Table 14	Housing Conditions	Page 21
Table 15	Subsidized Housing Developments	Page 22
Table 16	Assisted Living Facilities	Page 23
Table 17	Projected Housing Need by Type and Affordability	Page 24
Table 18	Approved Residential Projects (after April 2023)	Page 25
Table 19	Vacant Land Use Density	Page 26
Table 20	Existing Land Use Acreage (DOR Code Classification)	Page 28
Table 21	Future Land Use Map Category Changes, 2023	Page 31
Table 22	Vacant Land by FLU Category	Page 34
Table 23	Roadway Classification	Page 40
Table 24	Current Traffic Characteristics	Page 41
Table 25	Existing Land Uses in CHHA	Page 59
Table 26	Future Land Uses in CHHA	Page 59
Table 27	Endangered, Threatened, or Species of Special Concern	Page 70
Table 28	City Owned Parks & Recreation	Page 76
Table 29	City Owned Recreational Buildings & Facilities	Page 78
Table 30	Other Jurisdictions Parks & Open Space	Page 80
Table 31	Inventory of Water Access Sites	Page 81
Table 32	Parks Classifications	Page 83
Table 33	Level of Service Standards - Accessibility	Page 83
Table 34	Level of Service Standards - Recreational Facilities	Page 83
Table 35	Recreational Site Acreage Needs	Page 84
Table 36	Recreational Facility Needs	Page 84
Table 37	2022 Wastewater Treatment Standards	Page 98

LIST OF FIGURES

Figure 1	Location Map	Page 10
Figure 2	Existing Land Use	Page 29
Figure 3	Future Land Use Map (2023)	Page 30
Figure 4	Place Based Area Map	Page 32
Figure 5	Built Density vs. Available Density	Page 33
Figure 6	Vacant Land	Page 35
Figure 7	Community Redevelopment Area (CRA)	Page 36
Figure 8	Major Transportation Routes/Functional Classification	Page 39
Figure 9	Number of Travel Lanes	Page 42
Figure 10	Future Right-of-Way Needs	Page 43
Figure 11	Programmed/Committed Transportation Projects	Page 43
Figure 12	Multimodal Transportation District with Remaining Projects	Page 45
Figure 13	Existing Sidewalk Network	Page 46
Figure 14	Existing & Proposed Trails/Bike Lane Projects	Page 47
Figure 15	Truck Routes	Page 48
Figure 16	Evacuation Routes	Page 49
Figure 17	Bicycle, Pedestrian, & Vehicular Crashes	Page 50
Figure 18	FEMA Floodplain	Page 53
Figure 19	Living Shorelines Support Resilient Communities	Page 55
Figure 20	Shoreline Designs	Page 56
Figure 21	Major Outfalls	Page 57
Figure 22	CHHA Changes 2016-2021	Page 58
Figure 23	Existing Land Uses in CHHA	Page 60
Figure 24	Future Land Uses in CHHA	Page 60
Figure 25	Historic Resources in CHHA	Page 62
Figure 26	Hurricane Evacuation Zones	Page 63
Figure 27	Florida Land Use & Land Cover & Classification System (FLUCCS)	Page 66
Figure 28	Wetland Types	Page 67
Figure 29	Anclote River Watershed Study Area	Page 68
Figure 30	Wetlands & Upland Areas	Page 69
Figure 31	Soils Map	Page 71
Figure 32	City & County Age Distribution for Permanent Residents	Page 75
Figure 33	Parks & Recreation Facilities	Page 79
Figure 34	Existing Trails & Bicycle/Pedestrian Routes	Page 82
Figure 35	Parks & Recreation Level of Service Accessibility	Page 85
Figure 36	Schools	Page 89
Figure 37	Historic Resources	Page 93
Figure 38	Illustration of the Hydrogeologic Layers of the Floridan Aquifer	Page 105



INTRODUCTION



Purpose

In September of 2021 the City began the process of updating the Comprehensive Plan (the Plan) to comply with the requirements of the City's Charter as well as the requirements of Florida Statutes' EAR-Based amendments process. The update includes extensive community engagement and active participation of the City's Planning and Zoning Board. This update is intended to build upon and augment the previous versions of the Plan. The most recent EAR-Based amendments were conducted in 2016/17. Past versions of the Comprehensive Plan (first adopted in 1989, and subsequent amendments) are recognized as legacy reference documents to be utilized whenever necessary to provide the history and clarity to goals, objectives, and policies that have long been included in the Plan.

Concurrent with this update the City also embarked on drafting the City's first Strategic Plan in over 20 years, which also serves to inform this update to the Comprehensive Plan. The elements of the Comprehensive Plan are organized under the six "Focus Areas" of the Strategic Plan to further coordinate short, medium and long-term planning actions under a common framework. A full Strategic Plan Alignment is provided for each individual element.

Major Changes to the Plan

- ⇒ Edits per Florida Statutes and the Countywide Planning Authority.
- ⇒ Updated maps and data.
- ⇒ Creation of a "Place Based Area Map".
- ⇒ Consolidation of Future Land Use Categories and re-naming of map categories to align with the Countywide Planning Authority.
- ⇒ Removal of outdated policies or completed actions.
- ⇒ Deletion of repetitive policies across multiple elements.
- ⇒ Reorganization based on Strategic Plan Focus Areas.
- ⇒ Updates based on community engagement and advisory board participation.

Alignment with Other Significant Policy/Planning Documents

During the update process, the City was concurrently completing a Sustainability Action Plan, and Vulnerability Assessment and Action Plan. These plans served as valuable reference documents and have influenced the modification of existing policies, as well as creation of new policies to align the Comprehensive Plan with the Sustainability Action Plan and the Vulnerability Assessment and Action Plan. Two other major initiatives occurring concurrently with the Comprehensive Plan update are the Sponge Docks and Hope-Athens Community Placemaking plan and the Central Tarpon Springs CRA development. Both of these planning efforts are recognized within the Comprehensive Plan, with policy inclusions in support of both.

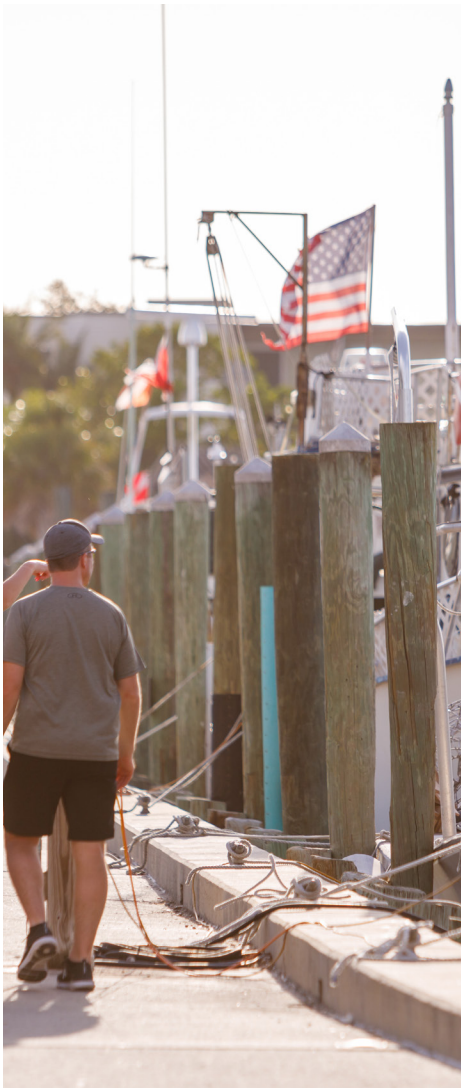


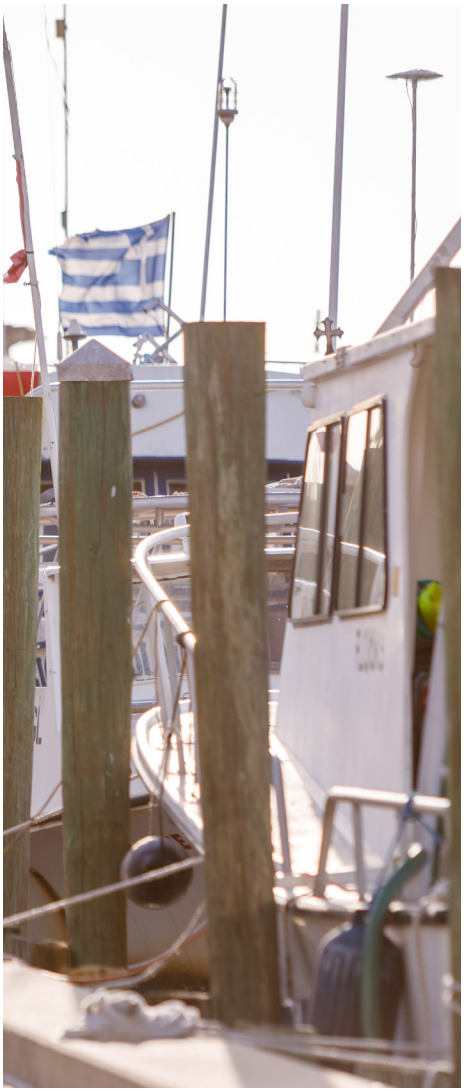
Draft as of 04/26/2024

Executive Summary of Major Findings

- Population growth is expected to increase by approximately 2,600 persons from 25,849 (April 2023 estimate) at a slow incremental pace to approximately 28,465 persons by the year 2040. Recently completed residential projects and "pipeline" projects (approved but not yet constructed) are expected to accommodate approximately 48% of new residents.
- The number of "households" is projected to increase from 11,300 by approximately 1,306 units through 2040. The City has enough housing units currently to satisfy this increase in household demand, however over 900 units are classified as seasonal, recreational, or occasional use, which limits availability to meet demands. The most recent available data indicated an estimated total vacancy rate is 13.4% (1,749 units).
- The City's "functional" population (includes seasonal and utility service areas) is expected to increase from 34,789 (2020) to 36,915 by the year 2040.
- Total Employment is projected to increase by approximately 2,945 jobs from 16,932 (2020 estimate) jobs to 19,877 in 2050. The majority of job growth will continue to come from service sector employment.
- The City has sufficient available land to accommodate expected population growth and economic expansion with no increases to density or intensity.
- The City has sufficient water and sewer capacity to accommodate expected population growth and economic expansion over the 20-year planning horizon and beyond.
- The population per square mile increased by 175 persons from 2,577 in 2010 to 2,752 in 2020.





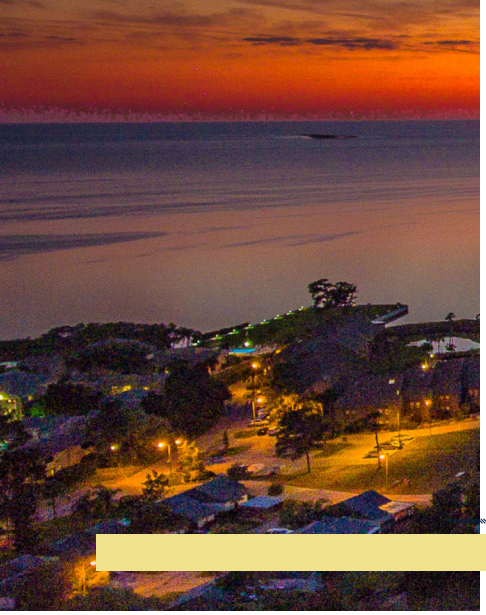


DATA & ANALYSIS ORGANIZATION

The following data and analysis provides for a high level overview of population and employment projections, followed by a more detailed analysis of each Comprehensive Plan Element grouped under the corresponding "Focus Areas" of the City's Strategic Plan. There are thirteen unique Plan Elements, each addressing a specific topic area and specific goals, objectives, and policies. Each element of the Comprehensive Plan is equally important and must be internally consistent. The updated data and analysis is not intended to be formally adopted with this update and is recognized as a snap-shot in time.

STRATEGIC PLAN FOCUS AREAS / Comprehensive Plan Elements Alignment





BACKGROUND, POPULATION & EMPLOYMENT

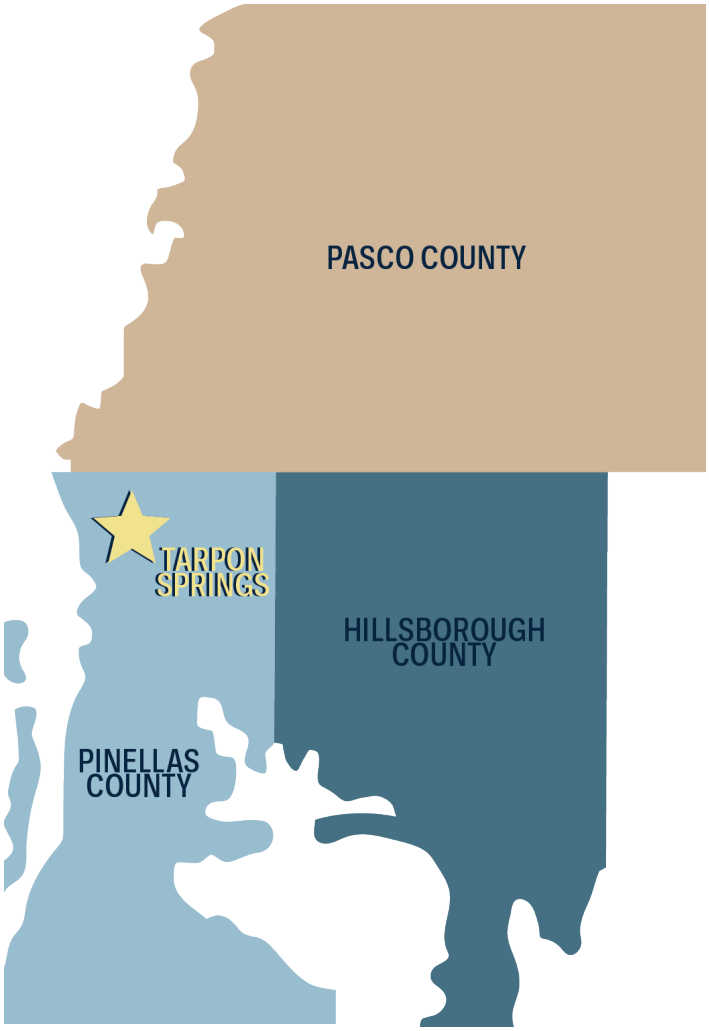
Location and Background

Tarpon Springs, known for its rich Greek heritage and sponge diving industry, was incorporated in 1887 and is generally bounded by the Pasco County line to the north, Klosterman Road to the south, the Gulf of Mexico to the west, and Lake Tarpon and the Salt Lakes to the east. Tarpon Springs is the northernmost part of the peninsula that is Pinellas County. The city has approximately 9.26 sq mi of land and 8.67 sq mi of waters. The City offers opportunities for boating, fishing, and other water-related activities and is a popular tourist destination, offering a blend of history, culture, and natural attractions. The city has many parks and recreational areas, providing opportunities for outdoor activities, picnics, and enjoying the natural beauty of the region.

The City has a strong Greek cultural influence, with a significant Greek American population. This is evident in the architecture, cuisine, and various cultural events held in the city. Tarpon Springs was once a leading sponge harvesting location in the United States and the city is nationally and internationally known for its historic Sponge Docks where visitors can explore shops, restaurants, and museums related to the sponge industry. The Greektown National Register of Historic Places (Traditional Cultural Property) was added in 2014. The City hosts the largest annual Epiphany Celebration in the western hemisphere, (a significant Greek Orthodox celebration) attracting visitors from around the world.

The City's downtown area is also recognized on the National Register of Historic Places and is a locally designated historic district. The downtown area boasts many unique shops and restaurants and has experienced a renaissance over the last 15 years, including specialty retail, breweries, distilleries, wine bars, and fine dining opportunities.

FIGURE 1: Location Map





Population and Employment Projections

Where possible, the City has relied upon data provided by the Shimberg Center for Housing Studies at the University of Florida, which are extrapolated from the County population projections provided by the Bureau of Economic and Business Research (BEBR) as well as, the U.S. Census Bureau 2018-2022 American Community Survey 5-Year Estimates. Generally, population projections are the analysis trends in births, deaths, in-migration and out-migration and are extrapolated out over a 20-30 year planning period. Other data sources include Forward Pinellas 2050 TAZ Socio-Economic Projections.

POPULATION

The population of Tarpon Springs has experienced slow incremental growth over the past two decades with an increase of 11.8% from 2000 to 2010 and 6.95% from 2010 to 2020. The population for 2025 is estimated to be 26,324 residents, over 2,500 fewer residents than was previously projected during the last comprehensive plan update. As shown in **Table 1**, growth is projected to continue to increase, but at slower rates over the next 20 years. The city's estimated population as of April 2023 was 25,849. The 20-year population projection for 2040 is 28,465 residents, an overall population increase of approximately 2,600.

TABLE 1: Tarpon Springs Permanent Population Projections

	2010	2020	2025	2030	2040	2050
POPULATION	23,484	25,117	26,324	27,150	28,465	29,538

Source: Florida Housing Data Clearing House Population and Household Projections, 2022

For the purpose of planning for utilities, the city utilizes the 'functional' population that includes seasonal population and utility users outside of the city limits, as shown in **Table 2**.

TABLE 2: Functional Population Projections

	2020	2025	2040	2050
MUNICIPAL & SEASONAL POPULATION	30,885	31,898	32,289	32,313
MUNICIPAL, SEASONAL, & UTILITY SERVICE AREA POPULATION	34,789	36,180	36,915	36,963

Source: Forward Pinellas 2050 TAZ Socioeconomic Projections

ACCOMMODATING PROJECTED POPULATION & HOUSEHOLD GROWTH

The methodology utilized to project needed land for residential units assumes that the average household size will remain constant through the planning period. The 2018-2022 American Community Survey reports the persons per household as 2.20. The number of vacant units, units currently under construction (see **Table 18** in the Housing Section), and the amount of vacant land (See **Table 22** in the Future Land Use Section) provide the basis for assuming that population and household growth can be accommodated. Further, expected development strategies such as infill and accessory dwelling units will accommodate additional growth.

The City's projected population through 2040 indicates a need for approximately 12,600 housing units to accommodate existing and future households. The City's current inventory of housing units (13,049 units) *exceeds* this projected need. However, vacancy rates, driven by seasonal and occasional occupancy, continue to remove units from permanent availability. At the current time over 1,700 units are classified as vacant, of which over 900 are classified as seasonal or occasional use.

EMPLOYMENT GROWTH

Employment is projected to grow over 17% over the next three decades from just under 17,000 jobs in 2020 to just under 20,000 jobs by 2050. The commercial and service sectors are projected to grow, while industrial employment is predicted to see a slight decrease. **Table 3** indicates areas of projected employment growth through 2050.

TABLE 3: Employment Projections

YEAR	INDUSTRIAL EMPLOYMENT	COMMERCIAL EMPLOYMENT	SERVICE EMPLOYMENT	TOTAL EMPLOYMENT
2020	3,057	4,042	9,833	16,932
2050	3,020	4,743	12,114	19,877
% CHANGE	**-1.2%**	**17.3%**	**23.2%**	**17.4%**

Source: Forward Pinellas 2050 TAZ Socioeconomic Projections

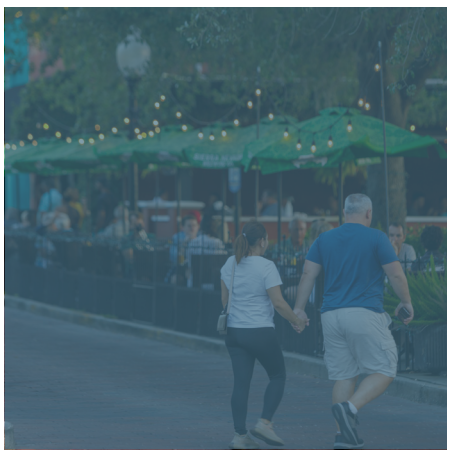



currents
restaurant




COMET
SHOP



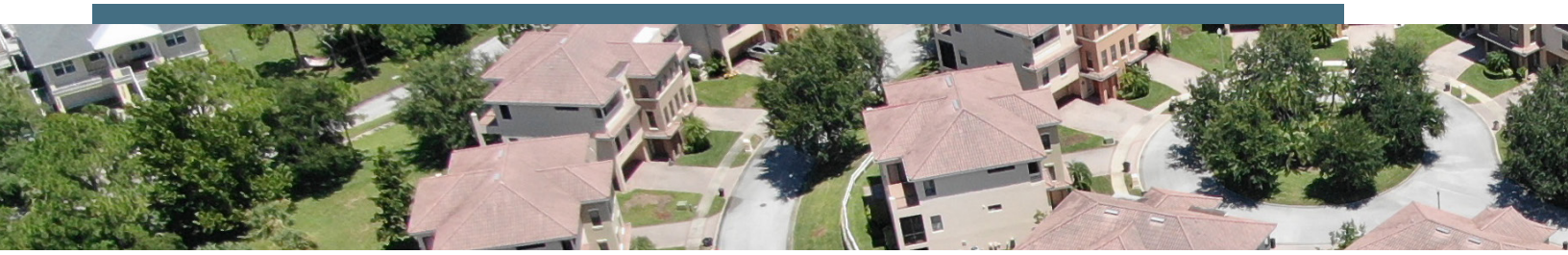





SMART GROWTH & REDEVELOPMENT

The Housing, Future Land Use, Transportation and Coastal Management Elements correspond to the following goals from the Smart Growth & Redevelopment Focus Area of the City's Strategic Plan:

- ⇒ **GOAL D.1:** Expand and diversify local employment opportunities that support a living wage.
- ⇒ **GOAL D.2:** Attainable housing for all income levels.
- ⇒ **GOAL D.3:** A vibrant, life-long community where people can meet all daily needs of living and comfortably "age in place".



Housing

Ensuring an adequate supply of housing for current and future residents is essential. The Housing Element's goals, objectives, and policies address government activities and provide direction and assistance to the private sector. Historically, the City's housing needs have been primarily left to the private sector, and the free-market forces which shape the housing industry. The City's responsibility has typically been enforcing and implementing minimum health, safety, and construction codes. Tarpon Springs has a non-profit Housing Authority which provides for low-income housing stock. The City itself is involved only to the extent that it charges a fee in lieu of property taxes and appoints board members to the Housing Authority of Tarpon Springs. The City's role will continue to remain non-active in terms of the actual construction of housing, but rather will encourage the provision of a variety of housing stock through various policies, codes and programs.

The housing data and analysis is based on a variety of data sources, including the most recent U.S. Census, local building permit data and statewide projections of housing demand for the designated planning time frames, such as the Florida Housing Data Clearinghouse (FHDC), Affordable Housing Needs Assessment produced by the Shimberg Center for Housing Studies at the University of Florida. The FHDC was created in 2000 to give the public access to data on the housing needs and supply, subsidized rental housing and household demographics in the state of Florida. FHDC emerged from the state's Affordable Housing Study Commission and a working group that included representatives from local governments, regional entities, housing advocates, the Florida Home Builders Association, the Florida Association of Realtors, and state agencies. It is funded by the Florida Housing Finance Corporation (Florida Housing Trust Fund) and the Shimberg Center for Affordable Housing at the University of Florida. FHDC data sources include the following:

- U.S. Census (along with other Federal population and housing surveys)
- U.S. Department of Housing and Urban Development (HUD)
- Florida Housing Finance Corporation
- Local housing finance authorities
- Public housing agencies
- Florida Association of Realtors
- Florida Department of Revenue
- Florida Agency of Workforce Innovation
- Bureau of Economic and Business Research at the University of Florida (BEBR)

EXISTING HOUSING INVENTORY

Dwelling Units by Type

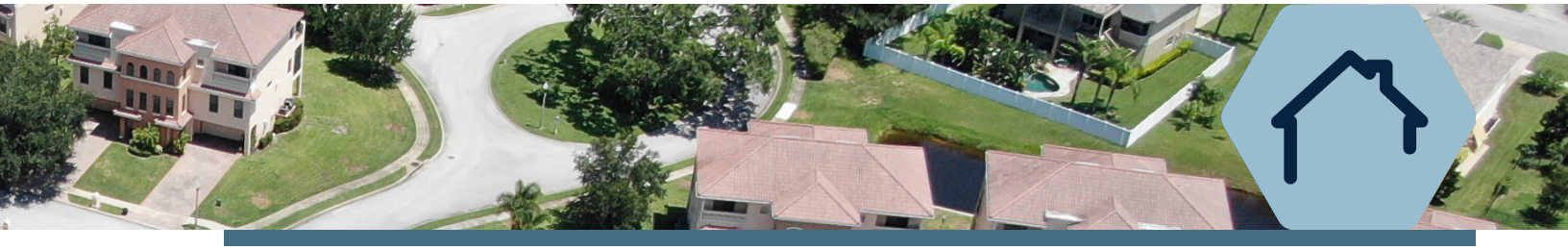
Tarpon Springs has a total of approximately 13,049 housing units—of those units, 68% are single-family detached, 26% are multi-family (duplex, triplex, town homes, condominiums and apartments), 9% are mobile homes.

As shown in **Table 4**, single-family detached houses predominate in Tarpon Springs.

TABLE 4: Housing Units By Type, 2018-2022 5-Year Estimates

DESCRIPTION	DWELLING UNITS	PERCENTAGE
Single Family	8,469	65%
Multi-Family	3,380	26%
Mobile Homes	1,171	9%
Other	29	0%
TOTAL	**13,049**	**100%**
Margin of Error +/- 479 units		

Source: Florida Housing Data Clearing House; Comprehensive Plan Data, 2018-2022 5-Year Estimates



Households by Tenure

Housing tenure refers to the occupancy of housing units by owners or renters. According to the Florida Housing Data Clearinghouse, in 2022, owner-occupied housing made up a majority of dwellings in Tarpon Springs at 79%. Renter occupied housing made up 21%, as shown in **Tables 5 and 6**.

As shown in **Table 6**, the City saw a major dip in homeownership in 2015, which has largely recovered by 2022. The dip seen in the mid 2010's can likely be attributed to the recession and consequential slowing of new construction. While home ownership has climbed back up, consequences of COVID-19 related market-supply issues are yet to be observed. In general, it should be expected that the housing occupancy share in Tarpon Springs will be around three-fourths owner-occupied.

The most recent data on vacancy and occupancy status rates in Tarpon Springs is from 2018-2022 5-year estimates. The Florida Housing Data Clearinghouse shows 13,049 total units, with 13.4% of the housing stock vacant as shown on **Table 7**. Of these vacant units, 942 were seasonal units (7.2%). These figures represent a homeowner vacancy rate in the City which is significantly higher than the Housing and Urban Development (HUD) recommended rate of 3%. The renter-occupied vacancy rate of 1.3% is below the normal 8% recommended by HUD. The vacancy rates represent only a general view of the City's demand for housing due to the frequent shifts of seasonal population influx and housing market demand.

TABLE 5: Households by Tenure

OWNER	RENTER	TOTAL
8,936	2,364	**11,300**

Source: Florida Housing Data Clearing House; Comprehensive Plan Data, 2018-2022 5-Year Estimates

TABLE 6: Demand by Tenure

	2010	2015	2022
OWNER	78.4%	70.8%	79%
RENTER	21.6%	29.2%	21%

Source: American Community Survey, 2010, 2015, & 2021

TABLE 7: Housing Vacancy Rates

DESCRIPTION	UNITS	PERCENTAGE
Vacant Units for Rent	174	1.33%
Vacant Units for Sale	125	0.96%
Vacant Units Rented or Sold, Not Occupied	15	0.11%
Vacant Units for Seasonal, Recreational, or Occasional Use	**942**	**7.22%**
Vacant Units for Migrant Workers	83	0.64%
Other Vacant Units	410	3.14%
Total Vacant Units	**1,749**	**13.40%**
Total Occupied Units	11,300	86.60%
TOTAL	**13,049**	**100.00%**
Margin of Error +/- 479 units		

Source: Florida Housing Data Clearing House; Affordability, 2018-2022 5-Year Estimates

Dwelling Units by Age

Approximately 83% of the City's housing units were constructed prior to 2000. In 2000, major improvements in the Florida Building Code occurred after hurricane Andrew (1995), to improve hurricane construction standards. Structures built prior to this date experience higher insurance rates which are increasingly affecting affordability.

TABLE 8: Decade Structures Built

DECADE	UNITS	PERCENTAGE
2010 or After	687	5%
2000-2009	1,399	11%
1990-1999	2,367	18%
1980-1989	3,441	26%
1970-1979	3,156	24%
1960-1969	781	6%
1950-1959	517	4%
1940-1949	164	1%
1939 or Earlier	537	4%
TOTAL	**13,049**	**100%**

Source: Florida Housing Data Clearing House; Affordability, 2018-2022 5-Year Estimates

Dwelling Units by Rent

According to the Florida Housing Data Clearinghouse 2018 5-Year Estimates, approximately 21% of the homes in Tarpon Springs are rental. **Table 9** shows the range of rental prices. The majority of units were in the $1,000 to $1,499 a month category. The data source includes reported margins of error. The median reported gross rent is $1,060.

TABLE 9: Dwelling Units by Rent

RENTAL COST	UNITS	PERCENTAGE
Less than $200	-	0.00%
$200-$299	205	8.67%
$300-$499	-	0.00%
$500-$749	183	7.74%
$750-$999	586	24.79%
$1,000-$1,499	841	35.58%
$1,500-$1,999	243	10.28%
$2,000-$2,499	80	3.38%
$2,500 or more	-	0.00%
No Cash Rent	117	4.95%
TOTAL	**2,364**	**100%**

Source: Florida Housing Data Clearing House; Comprehensive Plan Data, 2018-2022 5-Year Estimates



Owner Occupied Units by Value

According to the 2022 5-year estimates of the American Community Survey, the median value (50% above and 50% below) of owner-occupied homes in Tarpon Springs was $292,400 as compared with $284,300 in Pinellas County.

Table 10 provides the range of housing values of owner occupied dwellings. On average, the value of the homes has been steadily increasing.

TABLE 10: Owner Occupied Units by Value

RENTAL COST	UNITS	PERCENTAGE
Less than $50,000	609	6.82%
$50,000-$99,999	627	7.02%
$100,000-$149,999	441	4.94%
$150,000-$199,999	688	7.70%
$200,000-$299,999	2,314	25.90%
$300,000-$499,999	2,914	32.61%
$500,000-$999,999	934	10.45%
$1,000,000-$1,499,999	270	3.02%
$1,500,000-$1,999,999	0	0.00%
> $2,000,000	73	0.82%
TOTAL	**8,936**	**100.00%**
Margin of Error (+/-)	489	

Source: Florida Housing Data Clearing House; Comprehensive Plan Data, 2018-2022 5-Year Estimates



Owner Occupied Units by Monthly Cost

According to the Florida Housing Data Clearinghouse 2018-2022 5-Year Estimates, the total number of households in Tarpon Springs with a mortgage is 5,166 units (58%), and 3,770 units were not mortgaged (42%). As **Table 11** shows, the number of mortgaged homeowners within a given cost range increased as the cost increased, while the opposite is true for homeowners without a mortgage.

TABLE 11: Owner Occupied Units by Monthly Cost

COST WITH MORTGAGE	UNITS	COST WITHOUT MORTGAGE	UNITS
< $700	0	< $200	0
$700-$799	65	$200-$249	142
$800-$899	0	$250-$299	0
$900-$999	97	$300-$349	119
$1,000-$1,249	594	$350-$399	153
$1,250-$1,499	587	$400-$499	487
$1,500-$1,999	1,149	$500-$599	346
$2,000-$2,499	1,026	$600-$699	351
$2,500-$2,999	742	$700-$799	505
$3,000-$3,499	227	$800-$899	329
$3,500-$3,999	0	$900-$999	241
> $4,000	249	$1,000-$1,099	230
		$1,100-$1,199	106
		$1,200-$!,299	80
		$1,300-$1,399	69
		$1,400-$1,499	0
		> $1,500	383
TOTAL MORTGAGED	**5,166**	**TOTAL NOT MORTGAGED**	**3,770**
Margin of Error (+/-)	526	Margin of Error (+/-)	456

Monthly owner costs including mortgage (if any), taxes, insurance, utilities, and association fees.
Source: Florida Housing Data Clearing House; Affordability, 2018-2022 5-Year Estimates

Dwelling Units by Rent or Cost to Income Ratio (Affordability)

Affordable or workforce housing is a frequently heard term. It may be used to measure how much of a family's income is spent on housing, and the amount remaining that can be spent on other essential items such as food, clothing, education, and medical care.

The Florida Housing Data Clearinghouse defines cost-burdened households as: Percentage of household income spent for mortgage costs or gross rent. According to HUD programs, households spending more than 30 percent of income for these housing costs are considered to be "cost-burdened." Households spending more than 50 percent are considered to be "severely cost-burdened." Housing is generally considered to be affordable if the household pays less than 30 percent of income. "Cost-burdened" households potentially have trouble paying for necessities such as clothing, food, transportation and health care.

In 2022, it is estimated that approximately 34% of residents pay more than 30% of income for housing. By comparison, 50% of households statewide are cost burdened. Approximately 1,863 households are "severely cost burdened". Of those, 1,355 have a household income of 50% or less than the area median income of $63,836. Of those severely cost burdened households 635 are renters earning less than $32,000 a year. Approximately 1,228 are owner-occupied households of which 92% have a household income of approximately $51,000 or less.

TABLE 12: Dwelling Units by Monthly Housing Cost Burden

COST BURDEN	UNITS	PERCENTAGE
0 - 30% of Income	7,294	66%
30% - 50% of Income	1,901	17%
50% or More of Income	1,863	17%
TOTAL	**11,058**	**100%**

Source: Florida Housing Data Clearing House; Affordability, 2018-2022 5-Year Estimates

TABLE 13: Dwelling Units by Monthly Housing Cost Burden Comparison

COST BURDEN	TARPON SPRINGS	PINELLAS COUNTY	STATE OF FLORIDA
0 - 30% of Income	66%	68%	40%
30% - 50% of Income	17%	17%	10%
50% or More of Income	17%	15%	50%

Source: Florida Housing Data Clearing House; Affordability, 2022 Estimate

TABLE 14: Housing Conditions

CONDITION		UNITS/SHARE
Persons Per Room	1.01 or More Persons	102
	Share of Occupied Units	0.9%
House Heating Fuel	No Fuel Used	126
	Share of Occupied Units	1.1%
Kitchen Facilities	Lacking Complete Facilities	117
	Share of Occupied Units	0.9%
Plumbing Facilities	Lacking Complete Facilities	0
	Share of Occupied Units	0%

Source: Florida Housing Data Clearing House; Comprehensive Plan Data, 2018-2022 5-Year Estimates

Conditions

Substandard units are those that fail to meet the applicable building code, the minimum housing code, or that lack complete plumbing; lack complete kitchen facilities; lack central heating (not applicable to Florida due to mild climate); or are overcrowded.

Many homes in Tarpon Springs that were built prior to 1939 are lacking these facilities because they were not available at the time of construction. To measure the adequacy of housing conditions, the Florida Housing Data Clearinghouse records the presence or absence of plumbing facilities, kitchen facilities, central heating, and overcrowding, as outlined in **Table 14**.

Specific Housing Types

1 SUBSIDIZED HOUSING

Tarpon Springs has several federally subsidized housing developments. A total of 945 units are available to low- and moderate-income households. The Tarpon Springs Housing Authority operates 117 housing units which are located throughout the City.

Other federally assisted housing projects include larger multi-family properties located throughout the City. These projects, completed by private developers, utilize funding from legislative appropriations, Low-income Housing Tax Credits, HUD rental assistance, project-based vouchers, and State Apartment Incentive Loans (SAIL).



TABLE 15: Subsidized Housing Developments

NAME	LOCATION	UNITS	YEAR BUILT
Anclote Group Home	1022 Anclote Drive	6	1983
Eagle Ridge	Mango Circle	71	N/A
Oak Ridge Estates	402 Morgan Street	62	1995
Ring & Scattered Sites	735 Mango Circle	117	2020
Riverside - Tarpon Springs	1589 Starlight Cove	304	2001
Sandpiper Village	300 S. Walton Avenue	80	1982
Santos Isle	170 E. MLK Jr. Drive	50	2013
Savannah Cove	1124 Lauren Lane	160	2004
The Villages at Tarpon	500 S. Walton Avenue	95	1983
TOTAL		**945**	

Source: Florida Housing Data Clearing House; Assisted Housing Inventory





2 GROUP HOMES

Assisted Living Facilities, known as ALFs, serve a wide range of needs including categories for congregate living, developmentally disabled individuals, foster care, youth shelters, mental health care, and substance abuse care. In Tarpon Springs, care is provided primarily for the elderly. At present there are 490 beds in Tarpon Springs. Small scale living facilities are typically located in residential neighborhoods with the intent of maintaining their residential character. There are a variety of sizes among the ALFs in Tarpon Springs, ranging from 10 beds to 130 beds.

TABLE 16: Assisted Living Facilities

NAME	LOCATION	BEDS
Hope Enterprises of America Inc.	1629 Gulf Road	10
John-Nell Manor	1012 Gulf Road	10
Fairway Chalet	905 Virginia Avenue	14
Sunset Harbor Assisted Living	522 Doric Court	14
Shady Glen I	469 E. Orange Street	16
TBI Residential Services Inc.	2563 Keystone Road	24
East Lake Manor Inc.	722 E. Lake Road S.	30
Market Street Memory Care	833 E. Lake Road N.	64
Brookdale Tarpon Springs	1651 S. Pinellas Avenue	80
Walton Place	501 S. Walton Avenue	98
Addington Place of East Lake	1755 E. Lake Road S.	130
TOTAL		**490**

Source: Florida Housing Data Clearing House; Assisted Housing Inventory

3 MOBILE HOME PARKS

There are 9 mobile home parks in the City of Tarpon Springs, with approximately 1,158 units according to the Florida Housing Data Clearing House. Four of the parks are located along US Highway 19. Mobile home parks are recognized as “naturally occurring affordable housing” and are an important component of meeting overall housing needs.







Projected Housing Need

It is projected that by 2040 the total number of projected housing units needed to support population increases is approximately 12,600 units (an "increase" of 1,778 units). Current housing stock already exceeds projected 2040 need (13,049 housing units), however high vacancy rates due to "seasonal, recreational, or occasional use" continue to reduce availability to meet future need. The highest demand will continue to be owner-occupied units at or above market rate (income greater than the Area Median Income). **Table 17** indicates future housing needs by occupancy type and affordability. The greatest projected increase in need is for owner occupied housing at or above market rate. Additional projected need for overall for owner-occupied units is 1,455. Additional projected need for renter occupied units is 323. Overall future need can be accommodated through "Pipeline" projects, infill and available vacant lands without providing for density increases. However, meeting needs at various levels of affordability may require modest density increases on a "per project" basis. The City's Land Development Code currently allows for consideration of up to a 50% bonus density for certified affordable housing projects.

TABLE 17: Projected Housing Need by Housing Type & Affordability

HOUSING TYPE	AFFORDABILITY BASED ON AMI	2020	2040	CHANGE
Owner Occupied	Less than or Equal to 30% of AMI	777	909	132
Owner Occupied	Greater than 30% but Less than or Equal to 50% of AMI	783	917	134
Owner Occupied	Greater than 50% but Less than or Equal to 80% of AMI	1,402	1,641	239
Owner Occupied	Greater than 80% but Less than or Equal to 100% of AMI	831	972	141
Owner Occupied	Greater than 100% of AMI	4,757	5,566	809
Renter Occupied	Less than or Equal to 30% of AMI	580	663	83
Renter Occupied	Greater than 30% but Less than or Equal to 50% of AMI	584	667	83
Renter Occupied	Greater than 50% but Less than or Equal to 80% of AMI	603	688	85
Renter Occupied	Greater than 80% but Less than or Equal to 100% of AMI	210	239	29
Renter Occupied	Greater than 100% of AMI	301	344	43
TOTAL PROJECTED HOUSING NEEDS		**10,828**	**12,606**	**1,778**

Source: Florida Housing Data Clearing House; Comprehensive Plan Data, 2018-2022 5-Year Estimates



Approved Development

Table 18 outlines the residential projects that have been recently approved and/or are currently under construction. A total of 553 new units have been approved, of which 431 are multi-family units. This exceeds the total number of expected rental units needed through 2040 (323 units). An increase need of 1,455 owner-occupied structures is projected through 2040, far more than the currently 122 owner-occupied units approved for construction. Given the imbalance of need vs expected supply, some apartments may be converted to ownership units in order to satisfy demand.

TABLE 18: Approved Residential Projects *(after April 2023)*

PROJECT NAME	PRIMARY USE	UNITS	LOCATION
Anclote Harbor	Multifamily Apartments	404	42501 US Highway 19 N.
Eagle Creek	Single Family, Detached	50	NE Corner of E. Klosterman Rd. & S. Disston Ave.
North Lake Trail	Single Family, Detached	18	1215 Cypress St.
North Lake Estates	Single Family, Detached	44	North side of Keystone Rd. Approx. 3/4 miles from the Keystone Rd. & N. Highland Ave. Intersection & west of East Lake Dr.
Suzanna 1	Multifamily Apartments	6	NE Corner of Grosse Ave. & Boyer St.
Suzanna 2	Multifamily Apartments	7	NW Corner of Grosse Ave. & Lime St.
Tarpon Springs Apartments	Multifamily Apartments	8	SW Corner of E. Park St. & N. Safford Ave.
Live Oak at Anclote River Crossings	Single Family, Attached	10	NW Corner of Live Oak St. & Athenian Way
Kontos Tarpon Ave LLC	Multifamily Apartments	6	650 E. Tarpon Ave.
TOTAL APPROVED UNITS		**553**	**(1,255 PERSONS)**



Available Land

A comparison of needs to availability through 2040 indicated that the current supply of housing units (13,049) exceeds the projected number of households in 20 years (12,606). Furthermore, there is approximately 373.5 acres of vacant land with a future land use category supporting some type of residential development. As seen in **Table 19**, over 3,300 additional units could be developed under the current future land use designations on vacant land within the city. While this potential availability exceeds what may be needed over the next 20 years it is important to retain these designations to ensure enough supply beyond the 2040 planning period and to prevent scarcity of housing supply which ultimately decreases affordability.

TABLE 19: Vacant Land by FLU Density

FLU (AS OF 2023)	TOTAL ACRES	UNITS/ACRE	POTENTIAL UNITS	POTENTIAL POPULATION ACCOMMODATED
Residential Medium	42.2	15	632	1,435
Commercial Limited *(Renamed: Retail & Services)*	2.1	15	32	73
Residential/Office/Retail *(Renamed: Retail & Services Limited)*	39.1	15	587	1,332
Commercial Recreation (Renamed: Retail & Services)	1.3	15	20	45
Community Redevelopment District (Renamed: Activity Center)	45.7	Varies	581	1,319
Commercial General (Renamed: Retail & Services)	12.2	15	183	415
Residential Low	85.3	5	427	969
Residential/Office General (Renamed: Office)	8.6	15	129	293
Residential Low Medium	0.7	10	7	16
Residential Urban	54.4	7.5	408	926
Commercial Neighborhood (Renamed: Retail & Services Neighborhood)	1.7	10	17	39
Residential Very Low	60.2	1	60	136
Institutional (Renamed: Public/Semi-Public)	20.0	12.5	250	568
TOTAL	**373.5**		**3,333**	**7,566**

Note: Mixed use and commercial categories represent a maximum number of units possible as a residential-only development.
Source: Estimate of population accommodated calculated based on vacant land acreage from 2021 FDOR parcel data, units per acre maximums by future land use category, and an assumed 2.27 persons per household multiplier.

1 The provision of housing with supporting infrastructure for the anticipated population with particular emphasis on low-and moderate-income households.

The Tarpon Springs housing delivery process will continue to provide housing and its supporting infrastructure. This process includes zoning and subdivision approval, construction permitting and code enforcement, and the provision of roads, water, and sewer. An emphasis on low- and moderate-income households can be indirectly provided through a streamlining of the review, approval, and permitting processes. This should reduce the amount of time required to build a home in Tarpon Springs and therefore help reduce its cost. Tarpon Springs will support the Housing Trust Fund established by Pinellas County. This fund provides low interest financing for the purpose of new construction of affordable housing. New homes will be provided by the private sector. Many homes will be built as infill on existing lots and others will occur in conjunction with larger developments. The Future Land Use Element has analyzed the need for such new homes and has provided adequate acreage, densities, and locations to meet the projected need. Where existing housing units are identified as substandard, the City relies on code enforcement to ensure that housing is repaired or rehabilitated to meet codes. New housing units must meet the Florida Building Code; local building inspections are performed to ensure that code provisions are met.

2 The elimination of substandard housing conditions and for the structural and aesthetic improvement of housing.

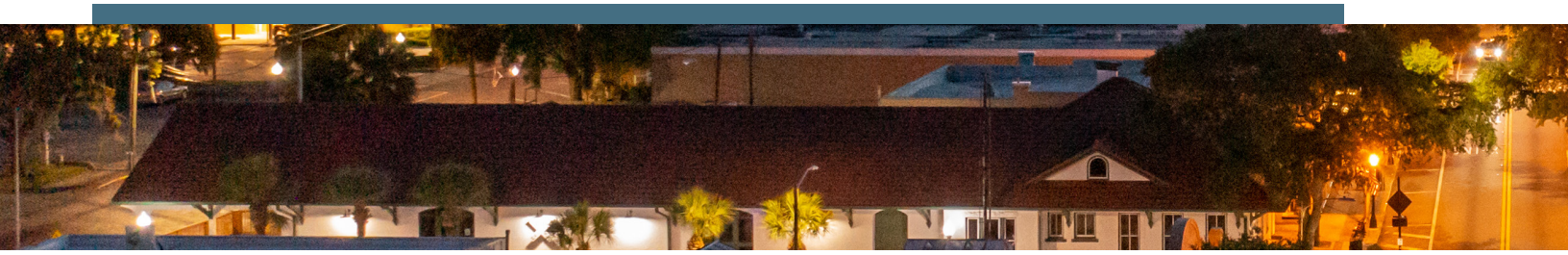
The maintenance of structurally sound housing as well as aesthetic improvements for housing is provided primarily through private maintenance practices. However, elimination of substandard housing conditions and the improvement of the structural and aesthetic quality of homes can also be accomplished by a continued and enhanced enforcement of its safe housing codes. The Tarpon Springs Code Enforcement Board will help city officials eliminate substandard housing conditions.

3 The provision of adequate sites for housing for low- and moderate-income families, and for mobile homes.

Local land use categories do not prohibit sites within Tarpon Springs from developing as affordable housing. The City provides density bonuses for affordable housing through its Land Development Code. These bonuses are designed to provide an incentive for builders to construct low- and moderate-income housing units. Where land is available and not within a Coastal High Hazard Area, sites for mobile homes may be available within existing mobile home parks or subdivisions. Adequate sites for mobile homes will be provided for in the Future Land Use Element. Mobile homes (manufactured homes) offer a viable and long-term housing alternative in the city that offers a market rate that is affordable to low- and moderate-income households. Additionally, the state recently passed SB 102, more commonly known as the 'Live Local Act'. The Live Local Act is a statewide housing strategy that is designed to increase the availability of affordable and workforce housing opportunities by providing incentives for developers, such as allowing qualifying developments in any commercial, industrial and mixed-use zoning district, allowing the highest density permitted within the city, and allowing the maximum height allowed within 1 mile of the development site. Qualifying projects must meet land development regulations (setbacks, parking, etc.) and building requirements, however, zoning or land use changes would not be required, and the project must be approved administratively. Although the potential development sites within the city are limited, this act could provide additional opportunities for affordable housing within Tarpon Springs. However, the permissiveness of this act potentially creates uncertainty in the future development and planning of historically and planned non-residential areas.

4 The provision of adequate sites in residential areas or areas of residential character for group homes and foster care facilities licensed or funded by the Florida Department of Health.

Presently, the Tarpon Springs Land Development Code provides adequate sites in residential areas for Assisted Living Facilities (ALFs) by allowing them to locate in any residential area with a conditional use approval as long as they are not closer than 1,200 feet to another ALF. These facilities are required to maintain a residential character and must be reviewed for compatibility with surrounding areas. A review and subsequent revisions to the Land Development Code must continue to ensure that ALFs will be allowed in any residential district, it must continue to require that ALFs maintain a residential character, and it must set up provisions or standards to review ALFs for compatibility with surrounding areas.



Future Land Use

EXISTING LAND USE

The Existing Land Use Map (**Figure 2**) is based upon the Florida Department of Revenue land use code (DOR) data. Generally, the following DOR land use code classifications are shown on the Existing Land Use Map:

- Single Family
- Mobile Home
- Multifamily
- Golf Course
- Commercial
- Industrial
- Institutional
- Government
- Vacant
- Other/Utility
- Environmental Lands
- Wetlands

Table 20 provides a summary of existing land use acreage by DOR code classification in Tarpon Springs.

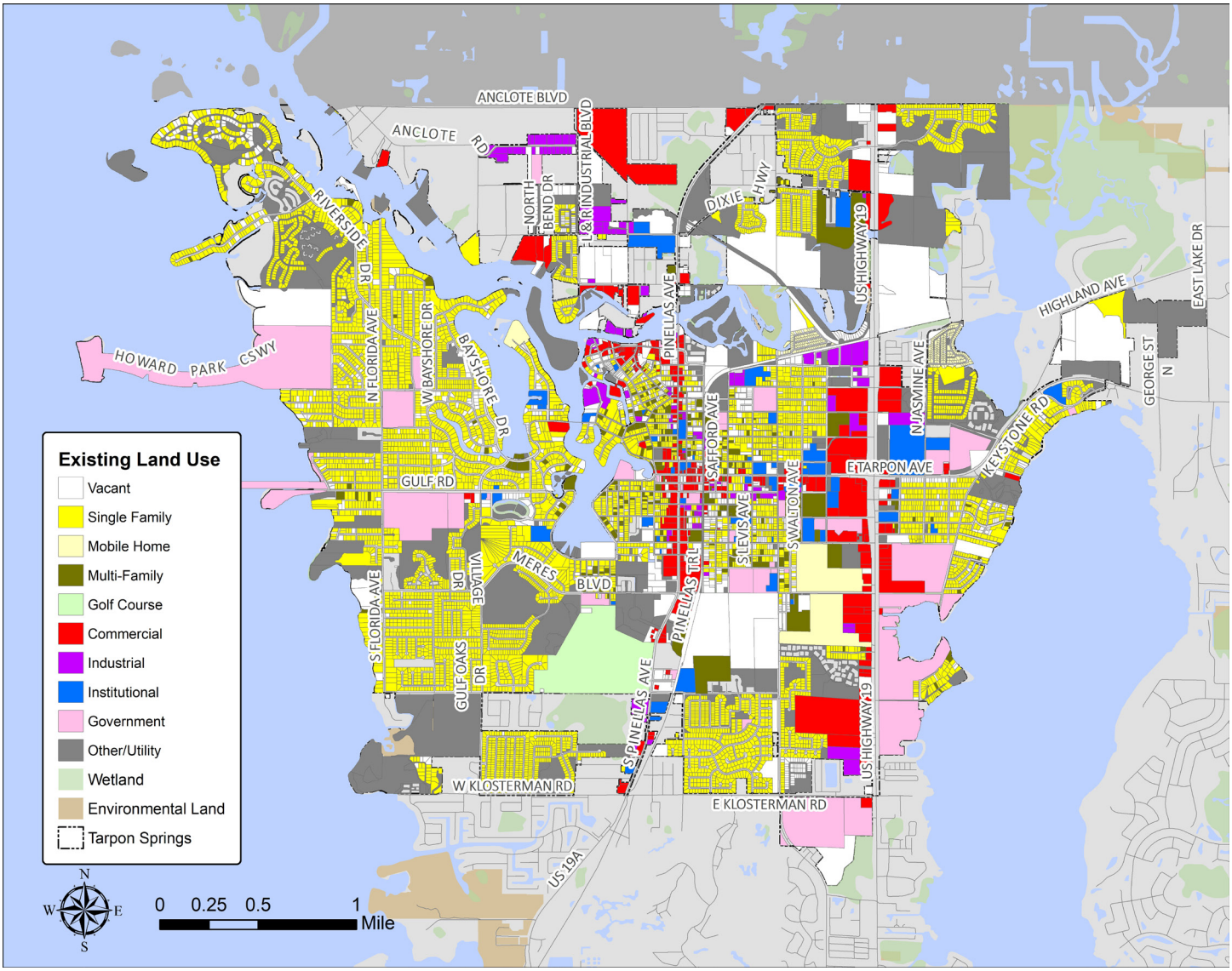
TABLE 20: Existing Land Use Acreage (DOR Code Classification)

LAND USE	ACRES
Vacant	751.51
Residential	1,216.67
Single Family	1,015.88
Mobile Home	72.78
Multifamily	128.01
Commercial	326.78
Industrial	74.47
Agricultural	3.33
Institutional	108.18
Government	492.1
Utility/Other	368.53
TOTAL	**3,341.57**

Source: Florida Department of Revenue



FIGURE 2: Existing Land Use



FUTURE LAND USE MAP CATEGORIES

Currently, the Comprehensive Plan has 27 future land use categories and 2 overlay categories that are depicted on the Future Land Use Map (FLUM). As a part of the 2023 update, the future land use categories have been reduced to 21 categories and 1 overlay category by combining similar categories. Additionally, several categories have been removed or renamed and a few categories have been added for consistency with the Countywide Plan.

Figure 3 below shows the revised FLUM that reflects the 2023 categories and **Table 21** outlines these changes.

FIGURE 3: Future Land Use Map

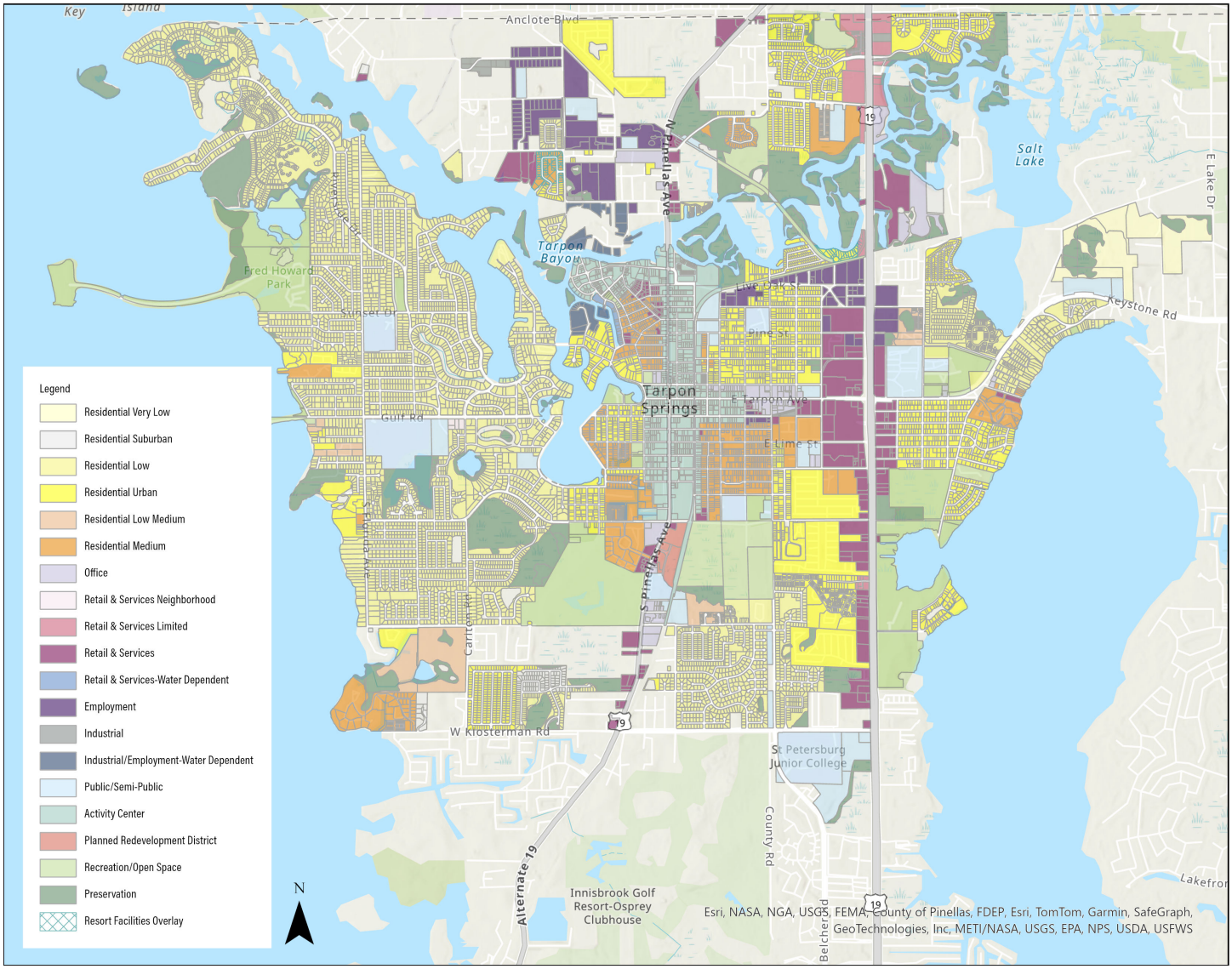


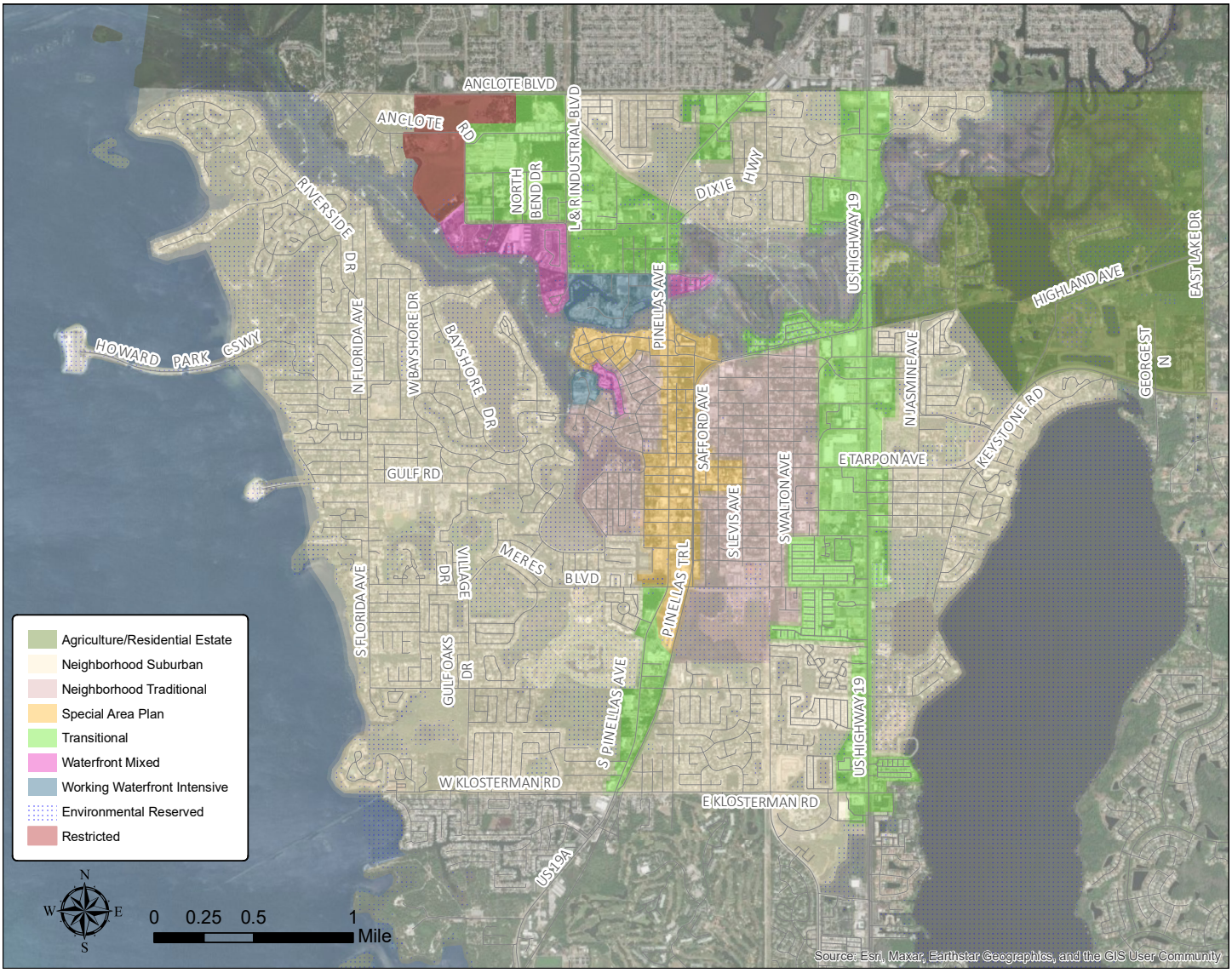
TABLE 21: Future Land Use Map Category Changes, 2023

CURRENT CATEGORY	PROPOSED CATEGORY	NOTES
RVL (Residential Very Low)	RVL (Residential Very Low)	No Change
RS (Residential Suburban)	RS (Residential Suburban)	No Change
RL (Residential Low)	RL (Residential Low)	No Change
RU (Residential Urban)	RU (Residential Urban)	No Change
RLM (Residential Low Medium)	RLM (Residential Low Medium)	No Change
RM (Residential Medium)	RM (Residential Medium)	No Change
R/OL (Residential/Office Limited)	O (Office)	Combined with R/OG *(currently no properties have this designation)*
R/OG (Residential/Office General)	O (Office)	Renamed
CN (Commercial Neighborhood)	R&SN (Retail & Services Neighborhood)	Renamed
R/O/R (Residential/Office/Retail)	R&SL (Retail & Services Limited)	Renamed
CL (Commercial Limited)	R&S (Retail & Services)	Combined with CG
CG (Commercial General)	R&S (Retail & Services)	Renamed
CR (Commercial Recreation)	R&S (Retail & Services)	Combined with CG
CG-F (Commercial General - Fishing)	R&S-WD (Retail & Services Water Dependent)	Renamed
IL (Industrial Limited)	E (Employment)	Renamed
IG (Industrial General)	I (Industrial)	Renamed
IG-WF (Industrial General - Waterfront)	IE-WD (Industrial/Employment - Water Dependent)	Renamed
I (Institutional)	P/SP (Public/Semi-Public)	Renamed
T/U (Transportation/Utility)	P/SP (Public/Semi-Public)	Combined with I
CRD (Community Redevelopment District)	AC (Activity Center)	Renamed
PR-MU (Planned Redevelopment-Mixed Use)	PRD (Planned Redevelopment District)	Renamed
R/OS (Recreation/Open Space)	R/OS (Recreation/Open Space)	No Change
P (Preservation)	P (Preservation)	No Change
RFO (Resort Facilities Overlay)	RFO (Resort Facilities Overlay)	No Change
RFM (Resort Facilities Medium)	R (Resort)	Renamed *(currently no properties have this designation)*
RFH (Resort Facilities High)	R (Resort)	Combined with RFM *(currently no properties have this designation)*
-	MMC (Multimodal Corridor)	New Category
W/DF (Water/Drainage Facilities)	-	Removed *(currently no properties have this designation)*
MU (Mixed Use)	-	Removed *(currently no properties have this designation)*
IND (Industrial)	-	Removed *(currently no properties have this designation)*

PLACE BASED AREA MAP

The city can be characterized in several recognizable and unique areas such as neighborhoods, employment centers, cultural assets, transportation corridors, coastal areas, natural resource and recreation areas, and tourism areas. This characterization was done to assist in evaluating the trending and desired development and redevelopment patterns in the city. The analysis results in a "Place-Based Area Map" (**Figure 4**) that will help the city track and manage overall development trends based on the tangible and intangible aspects tying each area together. It will also provide a platform for special area planning. The "Place Based" categories are established and described in FLU Policy 2.1.2.

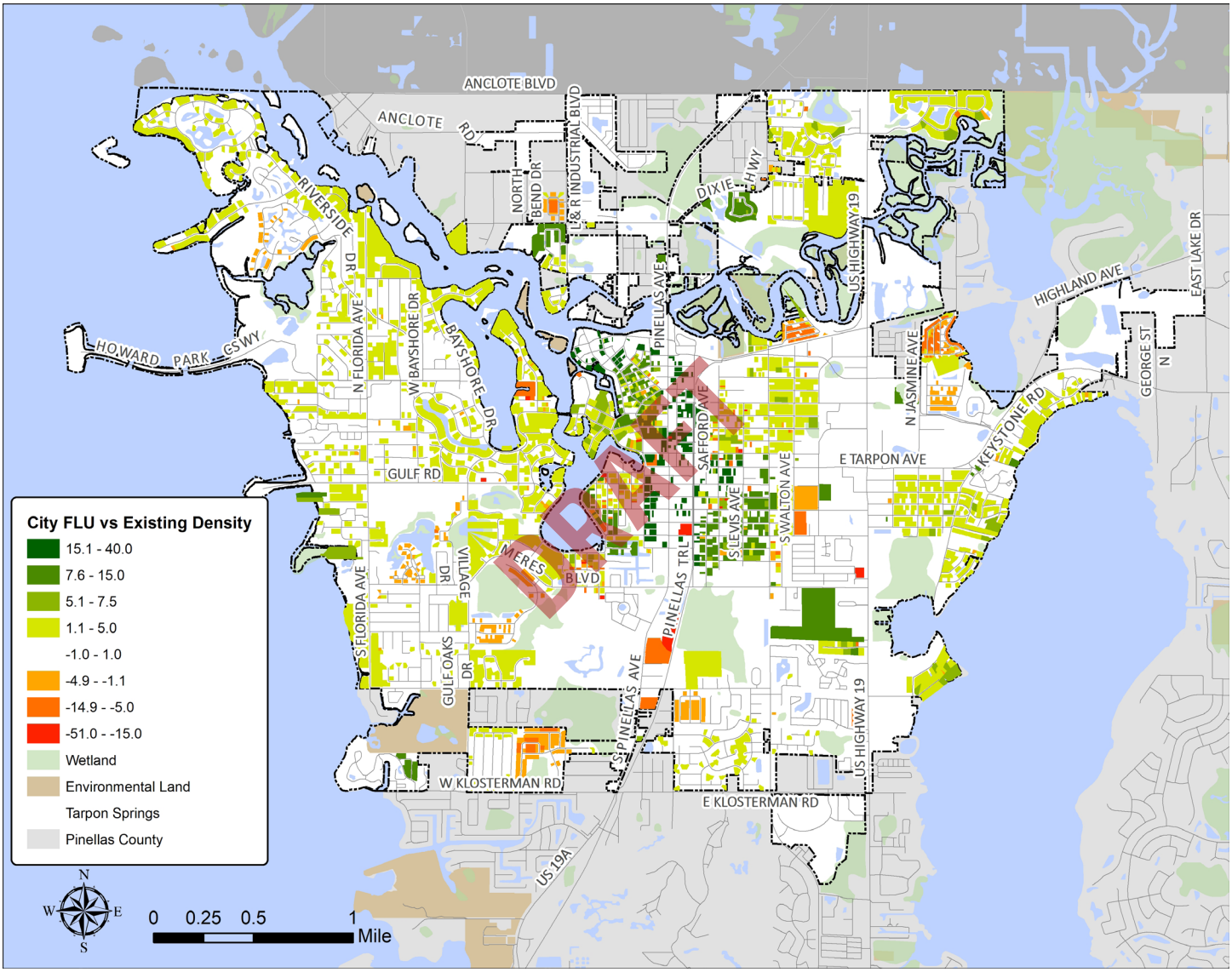
FIGURE 4: Place Based Area Map



INFILL & REDEVELOPMENT

Tarpon Springs is fairly urbanized, therefore future growth will mostly be accommodated through infill and redevelopment. Vacant single-family residential infill lots are still available throughout the City. Additionally, an analysis of "built density" vs "available density" (**Figure 5**) indicates that much of the City is built at densities lower than what is allowed by the assigned Future Land Use. This allows for future incremental growth but requires an appropriate zoning in order to redevelop. Employment growth is expected to occur north of the Anclote River through development of vacant lands and annexation and within the City's existing Downtown CRA and proposed Central Tarpon Springs CRA. Redevelopment opportunities also exist along the US 19 corridor.

FIGURE 5: Built Density vs. Available Density



Vacant Land

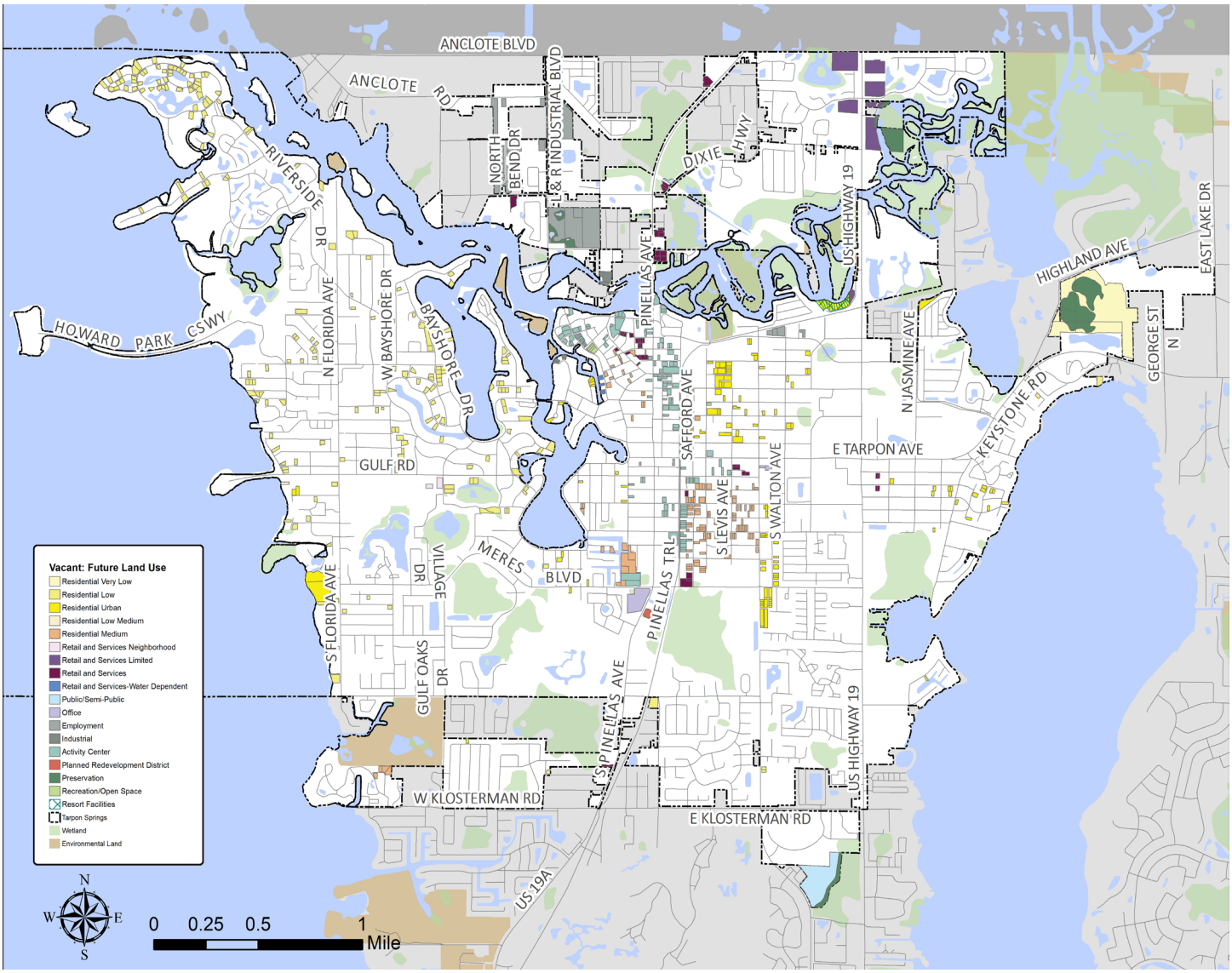
As shown in **Table 22**, there are approximately 373.5 acres of vacant land in the city. The existing CRA has a notable 55 acres of vacant land.. The most common categories on the City's Future Land Use Map, as of 2023, for vacant parcels were R/OS (Recreation/Open Space), followed by RL (Residential Low). The vacant land is depicted in **Figure 6**.

TABLE 22: Vacant Land by FLU Category

FLU (AS OF 2023)	TOTAL ACRES
Residential Medium	42.2
Commercial Limited *(Renamed: Retail & Services)*	2.1
Residential/Office/Retail *(Renamed: Retail & Services Limited)*	39.1
Commercial Recreation *(Renamed: Retail & Services)*	1.3
Community Redevelopment District *(Renamed: Activity Center)*	45.7
Commercial General *(Renamed: Retail & Services)*	12.2
Residential Low	85.3
Residential/Office General *(Renamed: Office)*	8.6
Residential Low Medium	0.7
Residential Urban	54.4
Commercial Neighborhood *(Renamed: Retail & Services Neighborhood)*	1.7
Residential Very Low	60.2
Institutional *(Renamed: Public/Semi-Public)*	20.0
TOTAL	**373.5**



FIGURE 6: Vacant Land





2 Community Redevelopment Area (CRA) / Sponge Docks

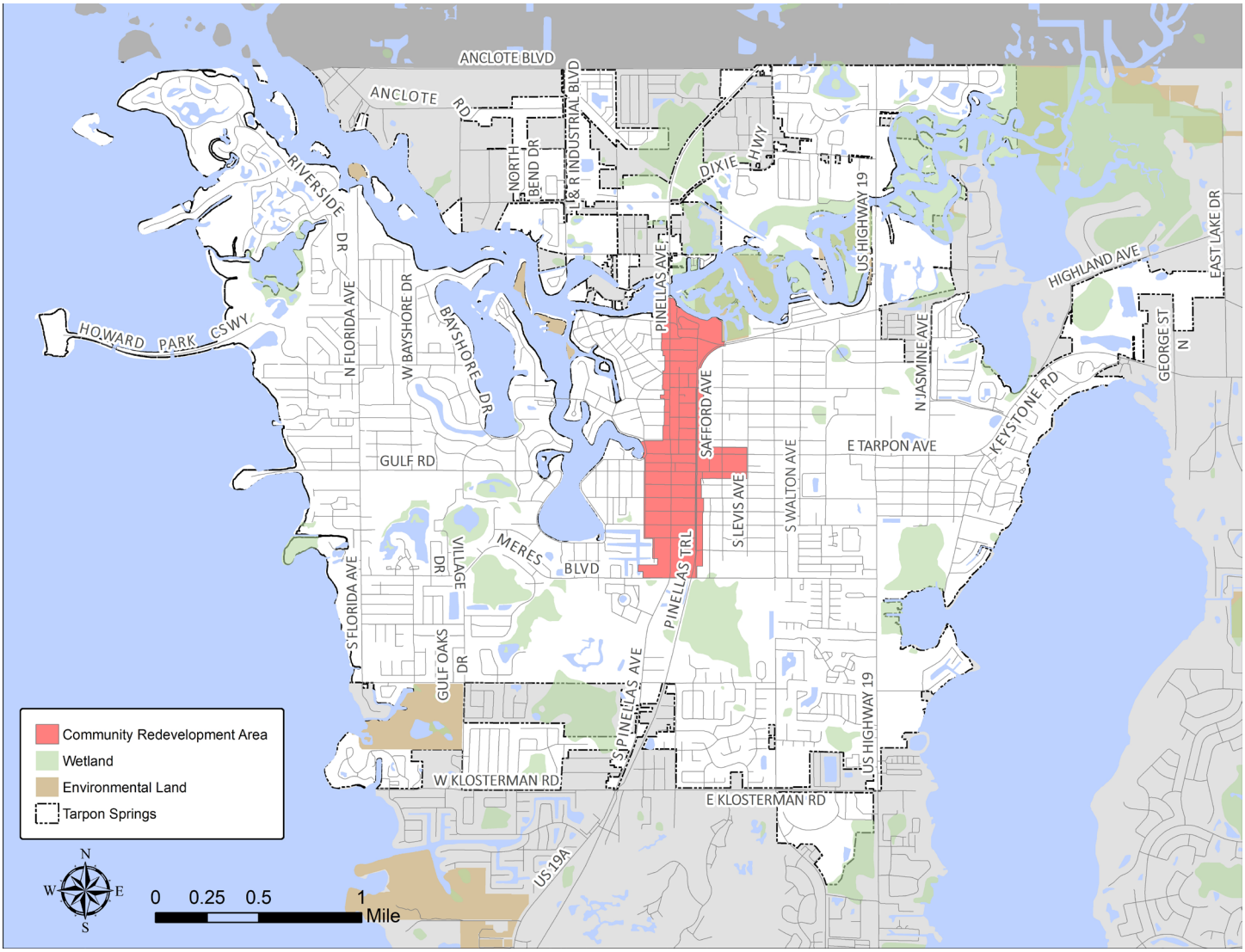
The primary focus for encouraging and directing redevelopment over the last 10-15 years has been within the CRA and the commercial Sponge Docks area.

The Community Redevelopment Area is identified in **Figure 7** and contains approximately 230 acres. The CRA, associated tax increment financing (TIF), and Downtown Redevelopment Plan were adopted in 2001. Subsequently the former Pappas' Restaurant site was added to the CRA (not to the TIF). The TIF district will expire in 2030.

The Sponge Docks has long had cultural ties to the sponging industry and Greek settlers who modernized the industry. Although the sponging industry has seen resurgence, the economy is primarily tourist oriented. Mixed among the retail and docking facilities are heavy boat works and boatyards. These heavier marine industrial uses are inconsistent with the lighter tourist-oriented water related uses. However, the presence of these uses are also an integral part of the uniqueness and eclectic nature of the area. A walk along Dodecanese Blvd, Athens and Cross Streets has a unique feeling that is reminiscent of the rural Greek Islands from which the local culture of the Sponge Docks emerged.

To promote development/redevelopment within these areas, the city adopted the Sponge Docks and CRA Special Area Plan (SAP) in 2011 and corresponding Transect-Based Infill Code (SmartCode) regulating plan, which emphasizes redevelopment in a context sensitive manner. The increasing success of the city's downtown area demonstrates the SAP and SmartCode's positive and revitalizing affects. The Place Based Area Map categorizes the areas immediately adjacent to the SAP/ Smartcode plan area as "Neighborhood Traditional", indicating the need to preserve the character of these areas. In 2023, the City initiated a special planning process to identify preservation opportunities for the Sponge Docks and Hope-Athens neighborhood, which will likely be incorporated into the Special Area Plan.

FIGURE 7: Community Redevelopment Area (CRA)



3 North of the Anclote River

The area north of the Anclote River is isolated from the rest of unincorporated Pinellas County and is primarily served by City facilities. Therefore, physically the area represents a logical extension of City boundaries and development activities are expected to require annexation. A significant portion of this land has historically been designated for industrial development, however over time there has been more residential development. This area is also unique in its historical development of marine industrial uses, commercial fishing related industries, wet and dry slip marinas, and general water dependent uses. This area has been designated as 'Transitional' on the Place Based Area Map, recognizing the importance of further planning efforts in this area. Further planning for north of the Anclote River may require the City coordinating with Pinellas County and Forward Pinellas to develop a cohesive development plan to ensure proper protection of existing water dependent uses.

4 Union Academy

Union Academy is primarily residential and is the center of the city's African American neighborhood. Its unique mix of affordable and workforce housing and its long-established status as a stable neighborhood culture, needs recognition and preservation. Initiatives are needed to encourage more neighborhood investment while discouraging gentrification since redevelopment pressures will likely increase over time. The city is exploring options to preserve and enhance the unique culture of Union Academy. The City is also proposing to establish a new "Central Tarpon Springs" Community Redevelopment Area which will include Union Academy. Union Academy and adjacent areas are characterized as "Neighborhood Traditional" on the Place Based Area Map, indicating the need to preserve this unique and historic area.

5 Stauffer Chemical Plant

The Stauffer Chemical Plant is a 60-acre site located on the north side of the Anclote River in unincorporated Pinellas County. The site is identified as a "Superfund" site and development options are limited. The property is located within the City's water and sewer service area. The city may want to evaluate potential development or beneficial use options that would be viable for this site. The site is designated as "Restricted" on the Place Based Area Map, recognizing the recorded restrictive covenants on the land which limit the types and locations of development that can occur.



Transportation

Tarpon Springs is located in the northwestern portion of Pinellas County, Florida. The corporate boundaries are generally Klosterman Road north to the Pasco County line, and from the Gulf of Mexico east to the intersection of Keystone Road and Richard Ervin Parkway. Several areas within the planning area of Tarpon Springs are part of unincorporated Pinellas County and are included in the transportation analysis.

Historically, the City's development patterns have been based upon several factors including the growth of water dependent industries, the retail activity center of the historic downtown district, the tourist draw of the Greek Sponge Docks and a moderate climate that attracts seasonal residents and tourists.

As Pinellas County and Tarpon Springs in particular switch focus from new development of greenfields to the redevelopment of the urban areas, it has become evident that the approach to transportation planning must emphasize and promote alternatives to the single occupant vehicle. As we plan for the future, we must also be cognizant of the fact that automobile traffic has become a regional rather than a local issue. These circumstances are illustrated, for instance, by the expansion of Keystone Road in 2012 from two lanes to four lanes leading into and out of the city. Unfortunately, local growth management controls cannot reduce the occurrence of "pass-through" traffic.

Based on this reality, it is imperative to manage growth appropriately, emphasize transportation alternatives and maximize the efficiency of the roadway network. The City must focus on connectivity of the roadway network and extend current roadways to complete existing roadway segments. More resources should be directed towards the addition of bicycle and pedestrian facilities and improving the Pinellas Suncoast Transportation Authority (PSTA) and Pasco County Public Transportation (PCPT) transit system. The City must also continue to support the active and vibrant downtown and Sponge Docks through regulations, improvements, and investments. Steps should also be taken to encourage the use of mass transit to reduce the number of personal vehicles on the roadway.

Regional travel is also addressed through regional transportation coordination. The City participates in the Technical Coordinating Committee (TCC) of Forward Pinellas. The TCC reviews, coordinates and makes recommendations on complex transportation problems that have local, regional and statewide impacts. The transportation plans of the Florida Department of Transportation (FDOT), Pinellas County and the local jurisdictions are also coordinated through the TCC.

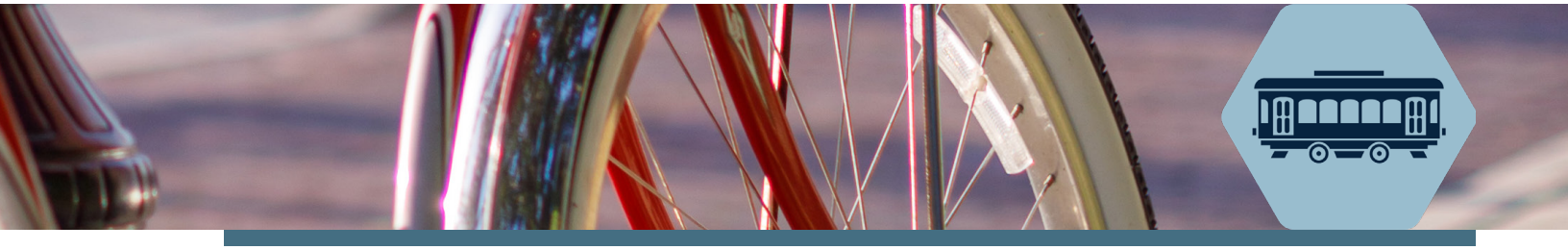
EXISTING SYSTEMS & PROPOSED PROJECTS

Roadway System

The inventory of the roadway system is the basis for examining existing deficiencies and projected needs of the Tarpon Springs urban area. The major transportation routes are shown in **Figure 8**.

U.S. Highway 19/S.R. 55 and U.S. Alternate 19/S.R. 595 are the major north/south thoroughfares in the City. It is important to note that much of the peak hour traffic on both of these state facilities represents through traffic caused by extensive residential growth experienced in the adjoining jurisdiction of Pasco County. Safford Avenue is also a north/south corridor that serves a range of land uses from commercial to residential to civic. The corridor also includes the Pinellas Trail within its right-of-way. The Pinellas Trail is a 47-mile transportation facility that accommodates walking, running, biking and skating and extends the entire length of Pinellas County.

Tarpon Avenue, Martin Luther King Jr. Drive, Live Oak Street and Klosterman Road are the City's major east/west roads and provide linkages between U.S. Highway 19/S.R. 55 and U.S. Alternate 19/S.R. 595. East of U.S. Highway 19/S.R. 55, Tarpon Avenue/S.R. 582 becomes Keystone Road, a Pinellas County maintained collector roadway. Keystone Road becomes a relatively rural roadway east of the City limits. Nevertheless, this roadway provides an important link for vehicular traffic from Hillsborough County and Pasco County commuters. Congestion on Keystone Road primarily occurs during peak hours as a result of inadequate capacity and signal

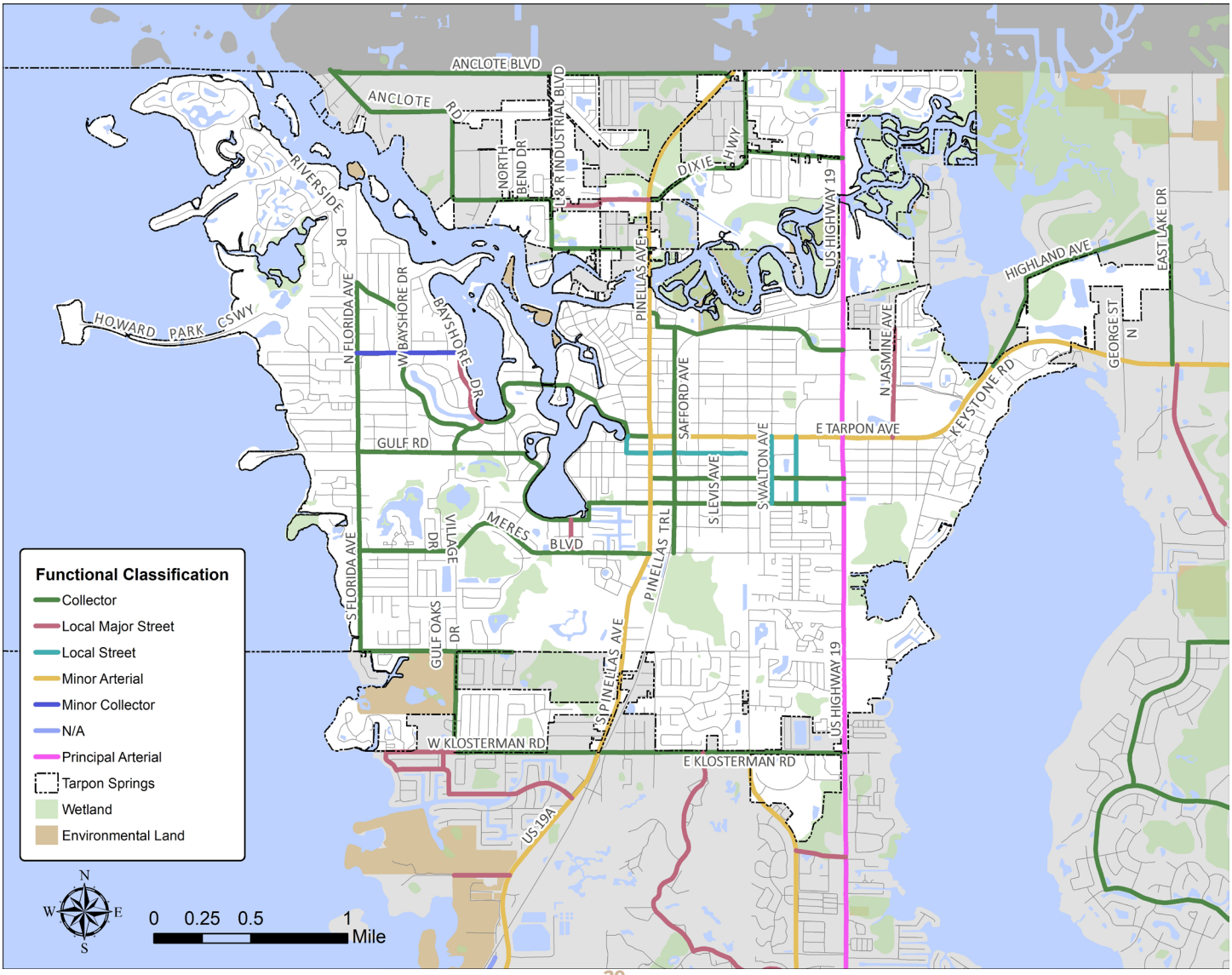


timing issues at East Lake Road and U.S. Highway 19/S.R. 55. On Tarpon Avenue, older commercial properties in the downtown area are developed with little to no setback from the existing road right-of-way lines and rely substantially upon on-street parking. The U.S. Alternate 19 corridor is also constrained in the downtown area by existing development that consists of older residential, institutional, commercial and office uses which present a physical barrier to roadway widening.

Anclote Boulevard, Anclote Road, Beckett Way and Dixie Highway are minor facilities and are located north of the Anclote River and serve distinctly different land uses. Anclote Boulevard and Anclote Road traverse primarily through commercial and industrials areas in the northern part of the City. Beckett Way and Dixie Highway provide mobility for the residential areas north of the Anclote River.

Curlew Place, Florida Avenue, Meres Boulevard, Gulf Road, and Riverside Drive are also minor facilities that are located in the western portion of the City. These facilities serve the main residential areas of the City and also provide access to the Sunset Hills Elementary School, Tarpon Springs Middle School and Tarpon Springs High School.

FIGURE 8: Major Transportation Routes/Functional Classification



Roadway Classification

The functional classification of roadways is the process by which roads are grouped into classes, according to the character of the service they provide. The four types of classes are Principal Arterial, Minor Arterial, Collector and Local.

The jurisdiction and classification of the major roadways is outlined in **Table 23** below and **Figure 8** shown on the previous page.



TABLE 23: Roadway Classification

ROADWAY NAME	JURISDICTION	CLASSIFICATION
Anclote Blvd.	Pinellas County	Collector
Anclote Rd.	Pinellas County	Collector
Beckett Way	Pinellas County	Collector
Curlew Pl.	Pinellas County	Collector
Florida Ave.	Pinellas County	Collector
Gulf Rd.	Pinellas County	Collector
Keystone Rd.	Pinellas County	Minor Arterial
Klosterman Rd.	Pinellas County	Collector
Live Oak St.	Tarpon Springs	Collector
Martin Luther King Jr. Dr.	Tarpon Springs	Collector
Meres Blvd.	Pinellas County	Collector
Dixie Highway	Pinellas County	Collector
Riverside Dr.	Pinellas County	Collector
Safford Ave.	Tarpon Springs	Collector
Tarpon Ave.	Tarpon Springs	Minor Arterial
US Highway 19	State of Florida	Principal Arterial
US Alternate 19	State of Florida	Minor Arterial

**All other roadways are considered local roads.*
Source: Pinellas County GIS

Roadway Level of Service

Forward Pinellas prepares an annual Level of Service Report, conducts Average Annual Daily Traffic Counts (AADT) and prepares a Long Range Transportation Plan (LRTP) for all the major thoroughfares throughout Pinellas County. This information is provided to the local governments to assist in their transportation planning efforts. A volume to capacity (v/c) ratio of over 1.00 can be used as an indication of congestion with the understanding that there are other factors (i.e. signal timing, travel speeds, adjacent land uses) that can affect the level of service for a particular roadway. **Table 24** provides data from the Forward Pinellas 2022 Level of Service Report on the existing conditions for the road network in Tarpon Springs.

TABLE 24: Current Traffic Characteristics

ROADWAY	FROM	TO	LANE TYPE	V/C	CAPACITY	LENGTH (MILES)	LOS	AADT
Keystone Rd.	US 19	East Lake Rd.	4D	.61	41,800	2.9	C	27,433
Klosterman Rd.	US 19	ALT 19	4D	.55	1,800	1.28	C	18,895
Klosterman Rd.	ALT 19	Carlton Rd.	2U	.88	680	.75	D	11,500
Live Oak St.	US 19	ALT 19	2U	.25	680	1.05	C	3,209
Meres Blvd.	ALT 19	Florida Ave.	2U	.64	680	1.60	D	8,400
Tarpon Ave.	ALT 19	US 19	2D	1.08	680	.99	F	14,083
US 19	Klosterman Rd.	Tarpon Ave.	6D	1.34	3,020	1.60	F	77,654
US 19	Tarpon Ave.	Beckett Way	6D	.93	3,020	1.42	C	53,865
US 19	Beckett Way	Pasco Co. Line	6D	.93	3,020	.44	C	53,865
ALT 19	Klosterman Rd.	Meres Blvd.	2U	.89	880	1.04	C	15,017
ALT 19	Meres Blvd.	Tarpon Ave.	2D	1.05	750	.60	E	15,017
ALT 19	Tarpon Ave.	Anclote Blvd.	2U	.98	750	1.98	D	15,017

Source: Forward Pinellas Level of Service Report - 2022

As demonstrated by the information contained in **Table 24**, a majority of the thoroughfares in the City of Tarpon Springs are operating at an acceptable level of service. The deficient roadway links are as follows:

- Tarpon Avenue from Alternate 19 to US Highway 19
- Us 19 from Klosterman Road to Tarpon Avenue
- Alt 19 from Meres Boulevard to Tarpon Avenue

Figure 9 shows existing number of lanes for major roads **Figure 10** indicates right-of-way that would need to be preserved for future improvements.

Additionally, an overview of recent and programmed/committed projects is shown in **Figure 11**. The Tarpon Springs Capital Improvements Program also includes funding for general improvement categories of annual street paving and brick street and road reconstruction.

FIGURE 9: Number of Travel Lanes

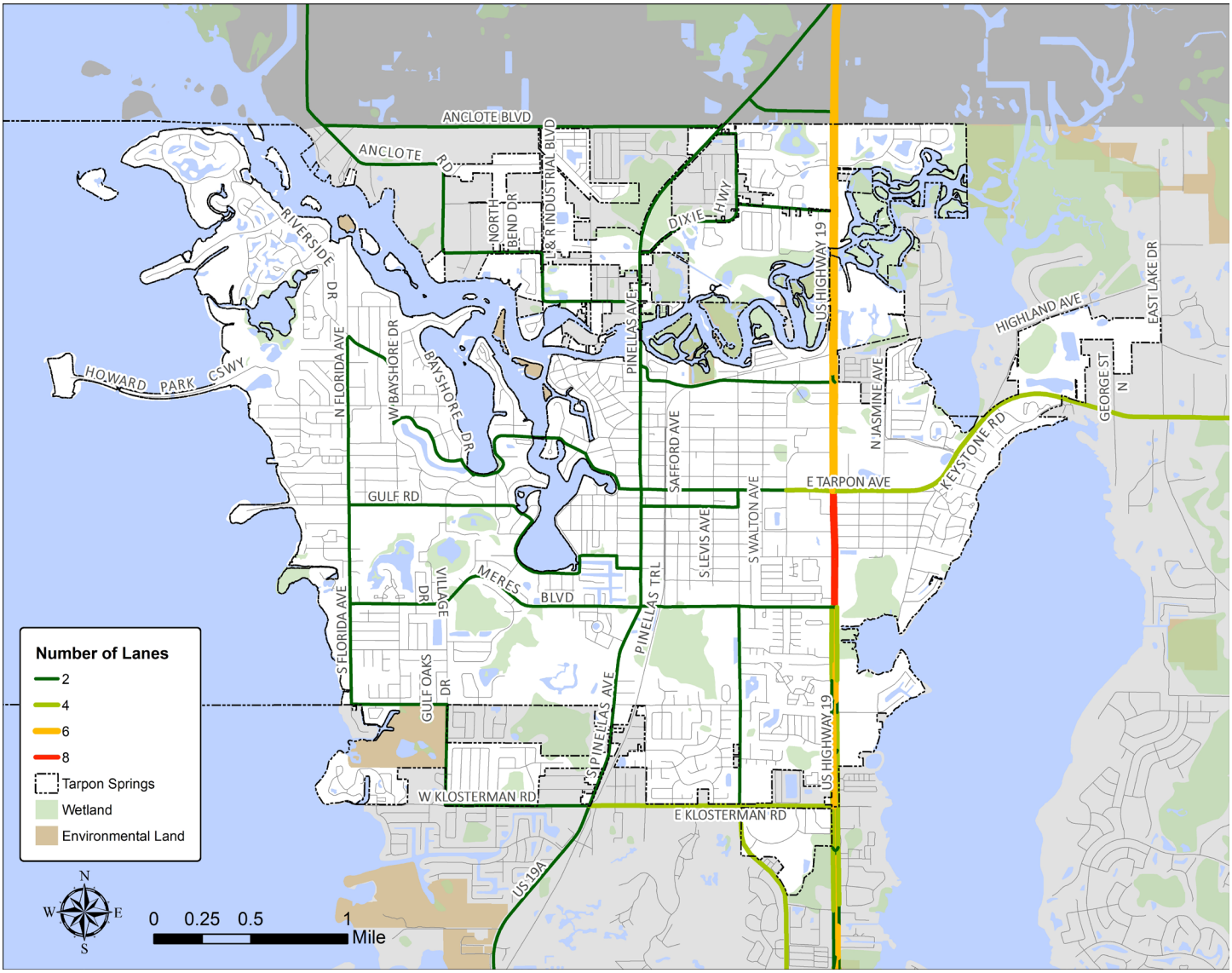


FIGURE 10: Future Right-of-Way Needs

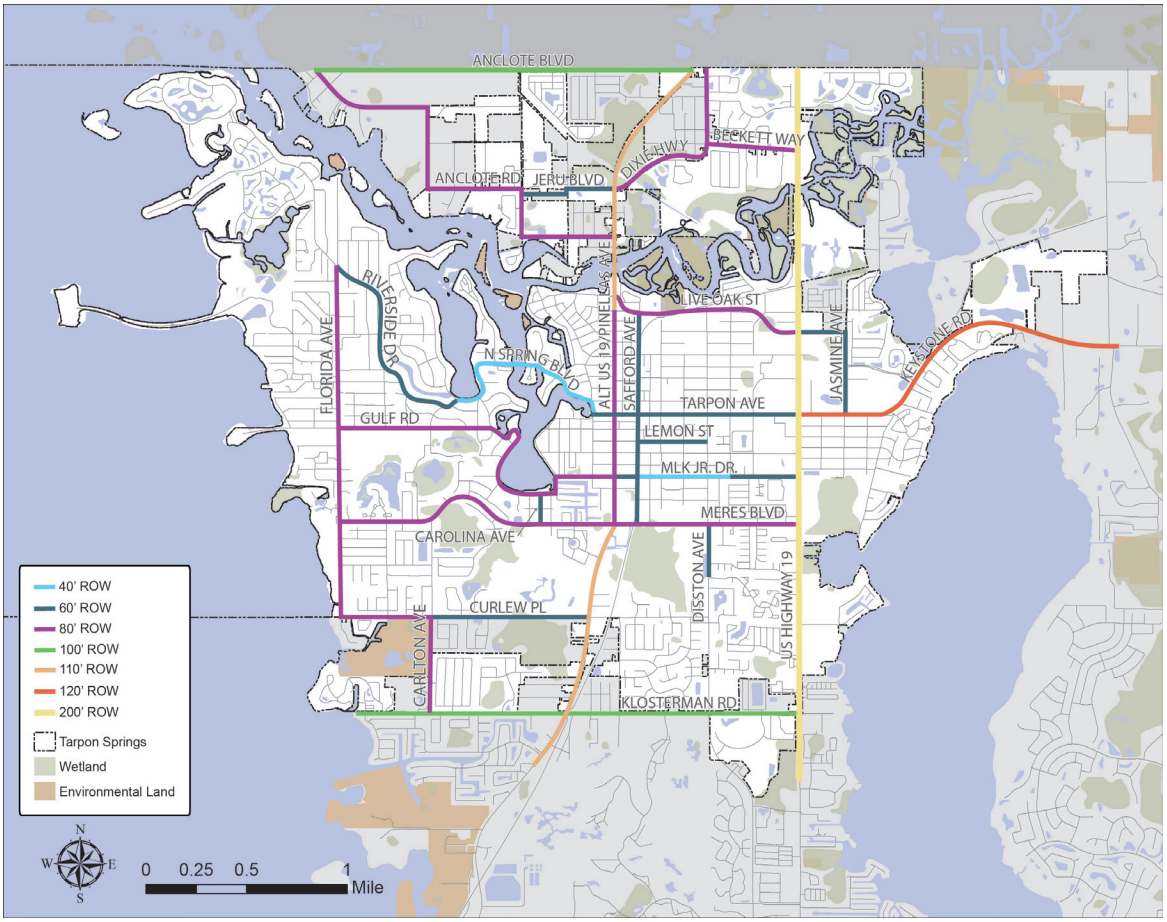
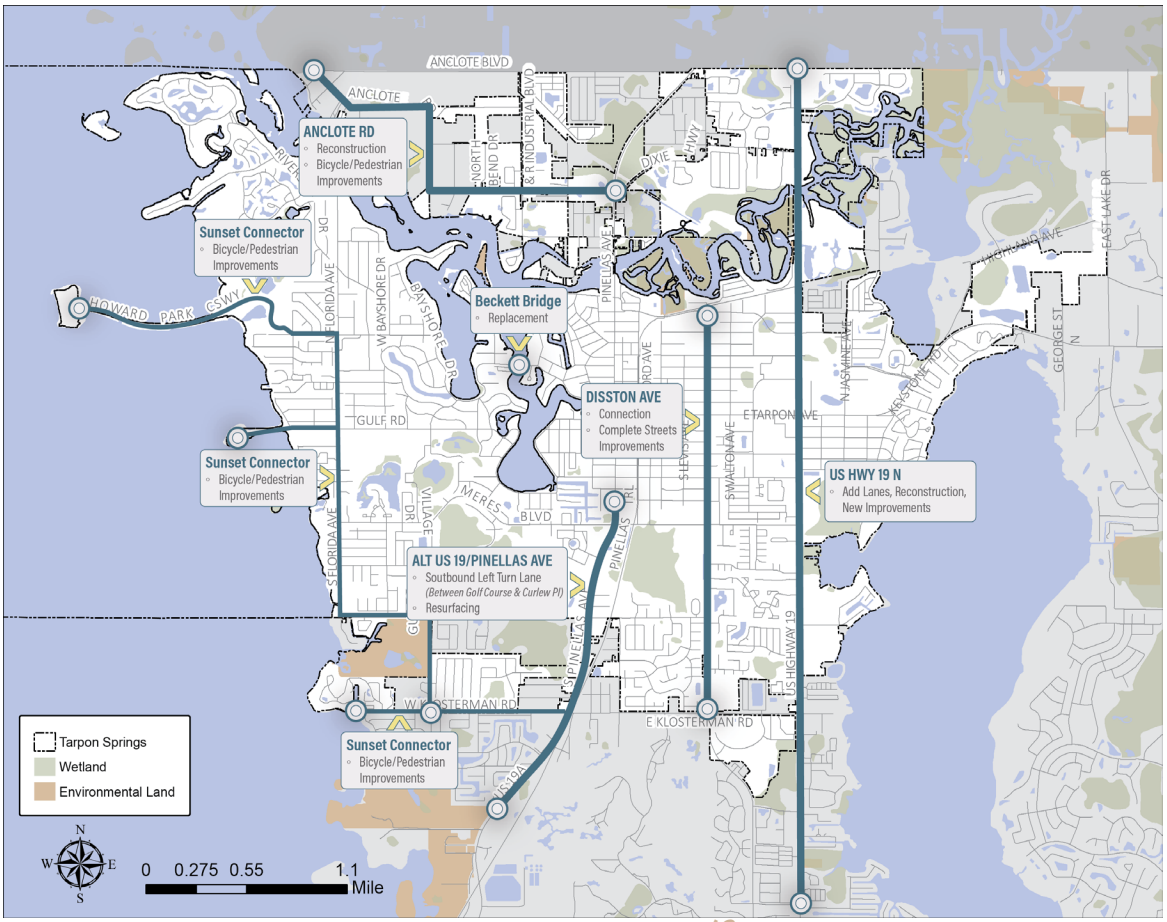


FIGURE 11: Programmed/Committed Transportation Projects



Public Transit System

The Pinellas Suncoast Transit Authority (PSTA) and Pasco County Public Transportation (PCPT) are the transit service providers in the City of Tarpon Springs. PSTA serves the City of Tarpon Springs by operating two fixed routes, Route 19 and Route 66. Route 19 provides mobility along the U.S. 19 corridor and Route 66 services the Helen Ellis Memorial Hospital, the Sponge Docks, the Union Academy Neighborhood Center and the Tarpon Mall. PCPT also operates two fixed routes, Route 18 and Route 19. Route 18 provides service to the Sponge Docks from Pasco County and Route 19 provides service to the Tarpon Mall area from Pasco County.

Service to the Sponge Docks and downtown Tarpon Springs is supplemented by the Jolley Trolley Coastal Route that runs between Clearwater and Tarpon Springs. The Multi-Modal Transportation District proposed local transit service that included a stop to the Sponge Docks, as well.

Additional transit services include:

- Healthy Hop:
  - Provides for health-related trips within the City of Tarpon Springs.
  - Serves low-income riders 65 years of age and older.
  - Qualified riders may take two round trips or four one-way trips per calendar month.
  - Rides are provided on-demand or prescheduled up to two weeks in advance.
- PSTA Access:
  - Provides paratransit and mobility-on-demand services.
  - Serves people who:
    - Because of their disability, cannot independently use a fixed-route accessible bus.
    - Are in situations where they cannot travel independently to or from a bus stop.

PSTA is also the current Community Transportation Coordinator (CTC) for the Transportation Disadvantaged (TD) program in Pinellas County. Section 427.011 of Florida Statutes defines transportation disadvantaged as “those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high-risk as defined in s. 411.202.”

In Pinellas County, the program consists of three main elements for providing transportation services: a bus pass program, door-to-door trips and agency trips. PSTA is responsible for running the day-to-day services provided by the TD Program. PSTA also coordinates with other agencies in the transportation system, including those receiving Transportation Disadvantaged funds and those receiving Federal Transit Administration (FTA) Section 5310 funds.

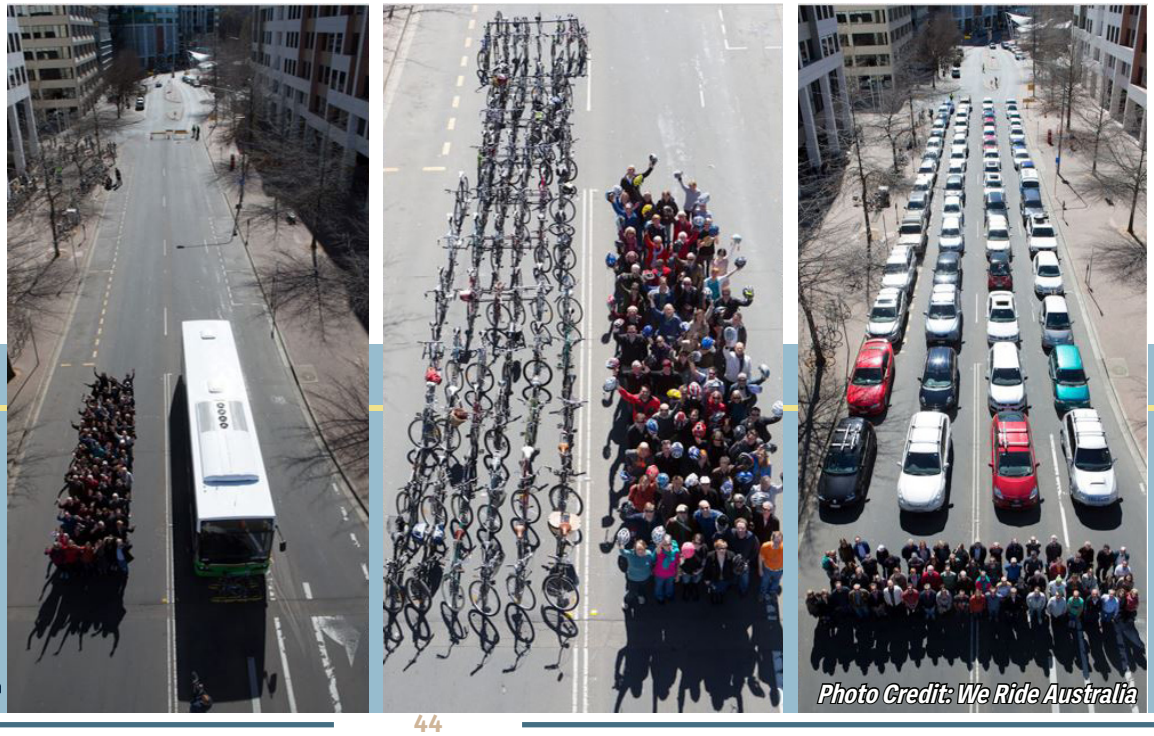


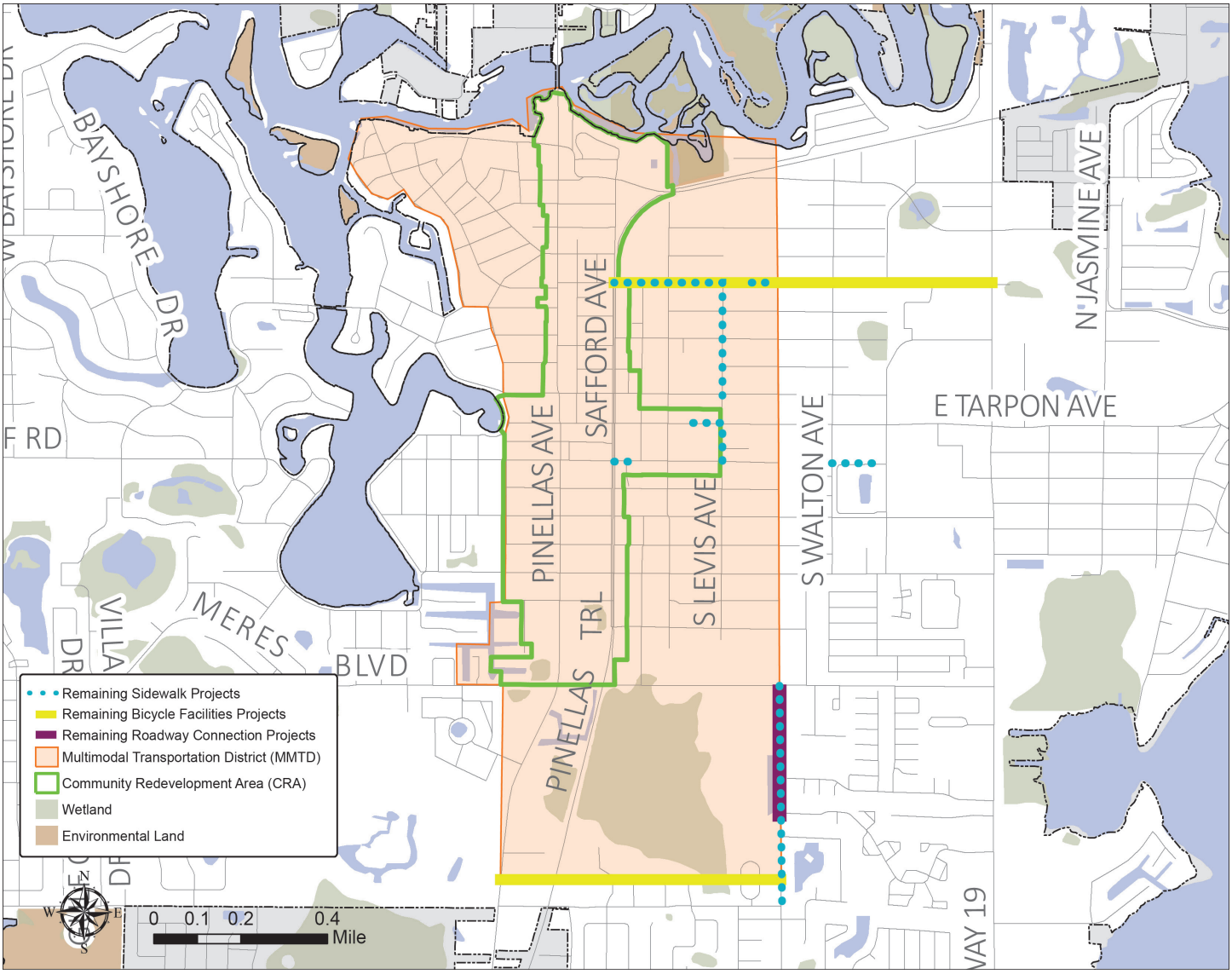
Photo Credit: We Ride Australia

CRA & Multimodal Transportation District

The City of Tarpon Springs has a designated Community Redevelopment Area (CRA) shown in **Figure 7** (shown on page 32). The CRA was created to resolve the urban form and economic problems of the downtown area through community-based improvement strategies. Part of the CRA Plan addresses transportation and parking issues along the primary thoroughfares by outlining techniques that will improve the overall efficiency of the transportation network inside the CRA. More specifically, the plan calls for the utilization of traffic calming techniques, improving the pedestrian environment and preservation of on-street parking.

Additionally, the City adopted a Multi-Modal Transportation District (MMTD) (**Figure 12**) under former concurrency requirements of State statute and has since retained this district as those requirements have evolved to no longer require concurrency for transportation. The MMTD boundary is larger than the CRA to capture a better mix of land uses and enable better connectivity between the redevelopment area and surrounding trip origins and destinations. The area outside the CRA but within the MMTD is predominately single family residential in character, but also includes important destinations such as the Tarpon Springs Elementary School, Saint Petersburg College, and Advent Health Pinellas North.

FIGURE 12: Multimodal Transportation District (MMTD) with Remaining Projects

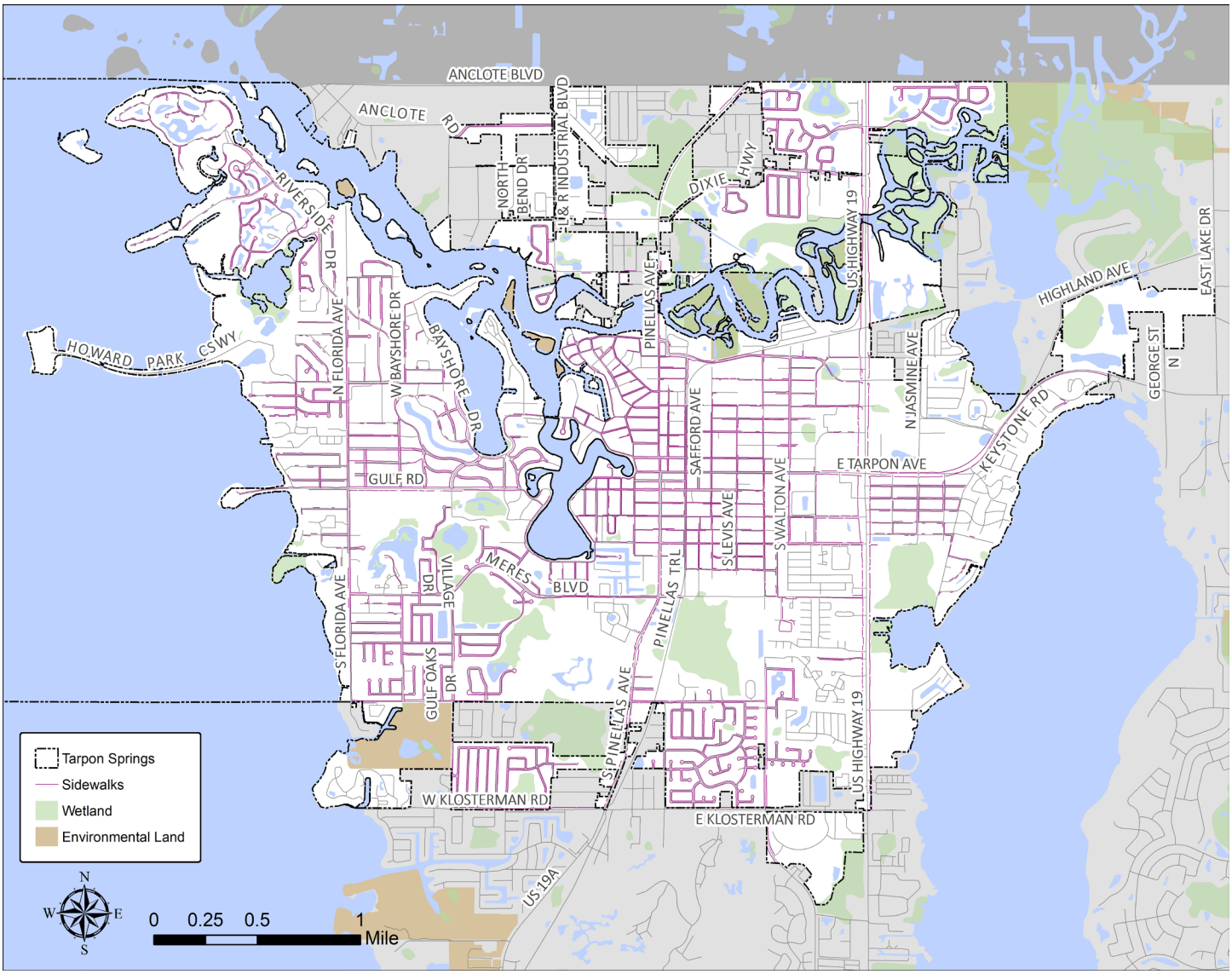


Significant Bicycle & Pedestrian Facilities

Like many cities around the country, Tarpon Springs has seen an increase in the utilization of biking and walking as a means of travel. The bicycle is a low-cost and effective means of transportation that is quiet, non-polluting, extremely energy-efficient, versatile, healthy and fun. Bicycles and walking also offer low-cost mobility to the non-driving public, especially the young. Because of rising gas prices, a moderate climate and the availability of bicycle and pedestrian facilities, Tarpon Springs is in a posture to shape trail policies that will benefit our citizens for years to come.

The existing sidewalk network is shown in **Figure 13**. The City of Tarpon Springs requires sidewalk construction with all new development. The City has also established a sidewalk construction and rehabilitation program where funds are set aside each fiscal year to upgrade existing facilities and provide new facilities for pedestrian travel. Public involvement for the 2023 Comprehensive Plan update indicated that adding sidewalks was a top transportation priority for both the general public, and the advisory boards/steering committee. The next priorities for the general public were intersection safety improvements and general parking improvements. The next priorities for the advisory boards and steering committee were bike lanes and trails and local transit service to major destinations. When asked about the top 4 destinations for better walking and biking connections, the top priorities for the public included Downtown, beaches, the Sponge Docks, and residential areas. More details can be found in the Tarpon Springs Comprehensive Plan Update Community Engagement Summary (2022).

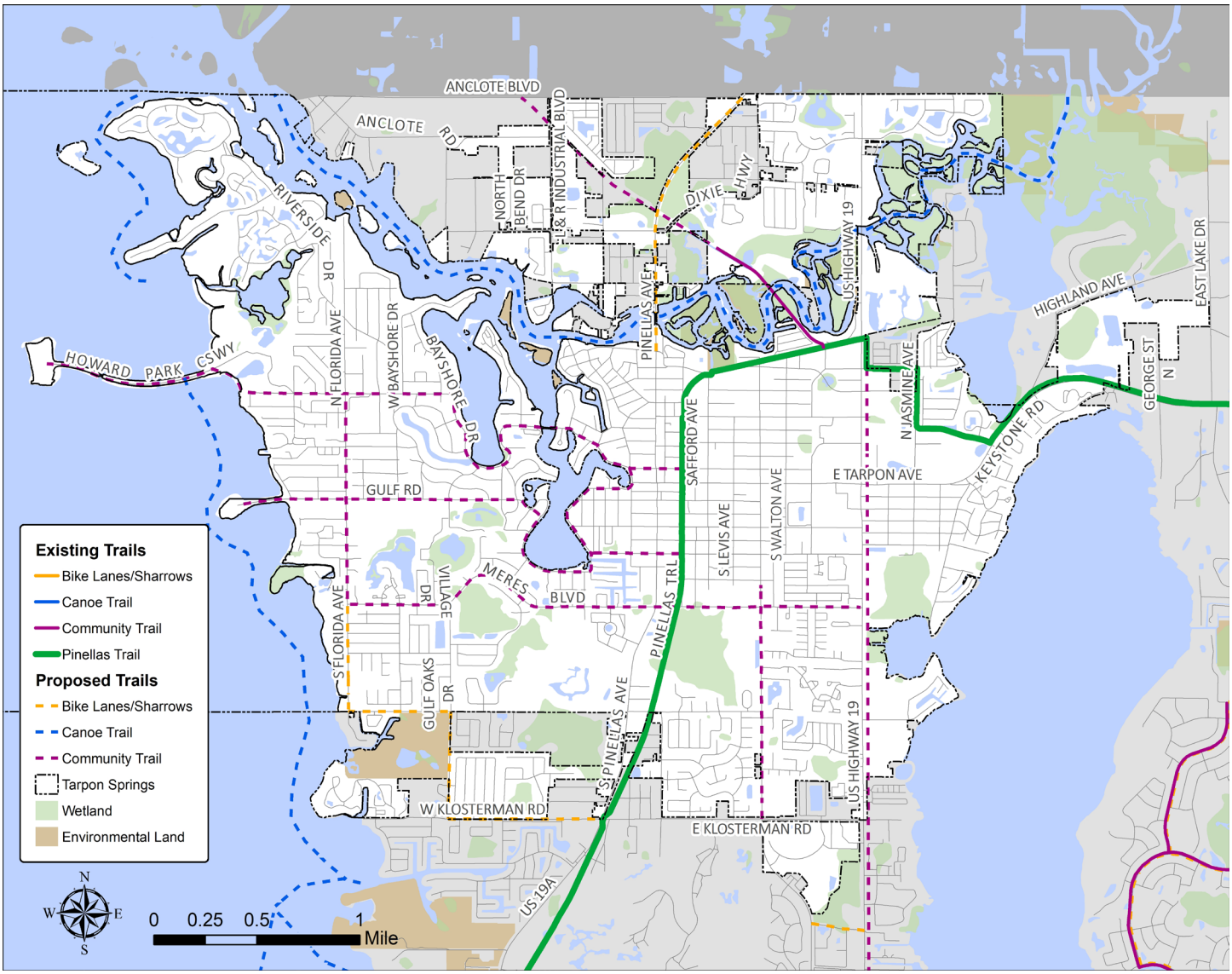
FIGURE 13: Existing Sidewalk Network



The Pinellas Trail is a 47-mile multi-use facility that extends from St. Petersburg to Tarpon Springs. The trail has several amenities including bike racks, trash receptacles, benches, restrooms, etc. and it used by approximately 70,000 persons per month. Within the Tarpon Springs city limits, the Pinellas Trail is 3.1 miles in length, runs generally in a north-south direction and accommodates a variety of recreational activities from bicycling to walking to skating.

The Forward Pinellas Active Transportation Plan in Advantage Pinellas contains trail and bike lane projects for Tarpon Springs. The existing and proposed trails and bike lanes are shown in **Figure 14**.

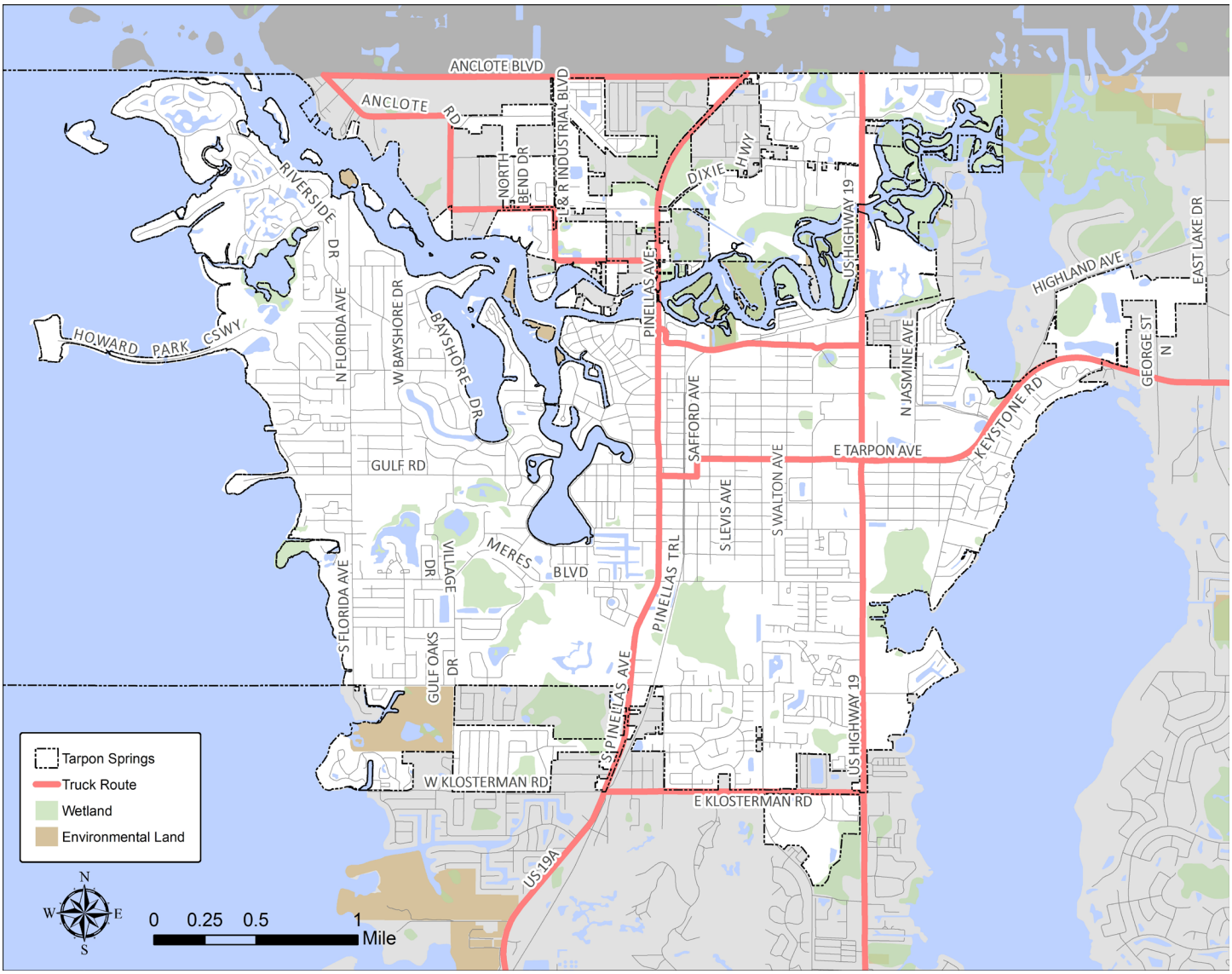
FIGURE 14: Existing & Proposed Trails/Bike Lane Projects



Freight

Shown below, **Figure 15** provides the truck routes based on Pinellas County data.

FIGURE 15: Truck Routes



Intermodal Terminals

The bus stop at E. Tarpon and Huey Avenues serves as a PSTA Direct Connect hub and connects with Pasco County Public Transportation.

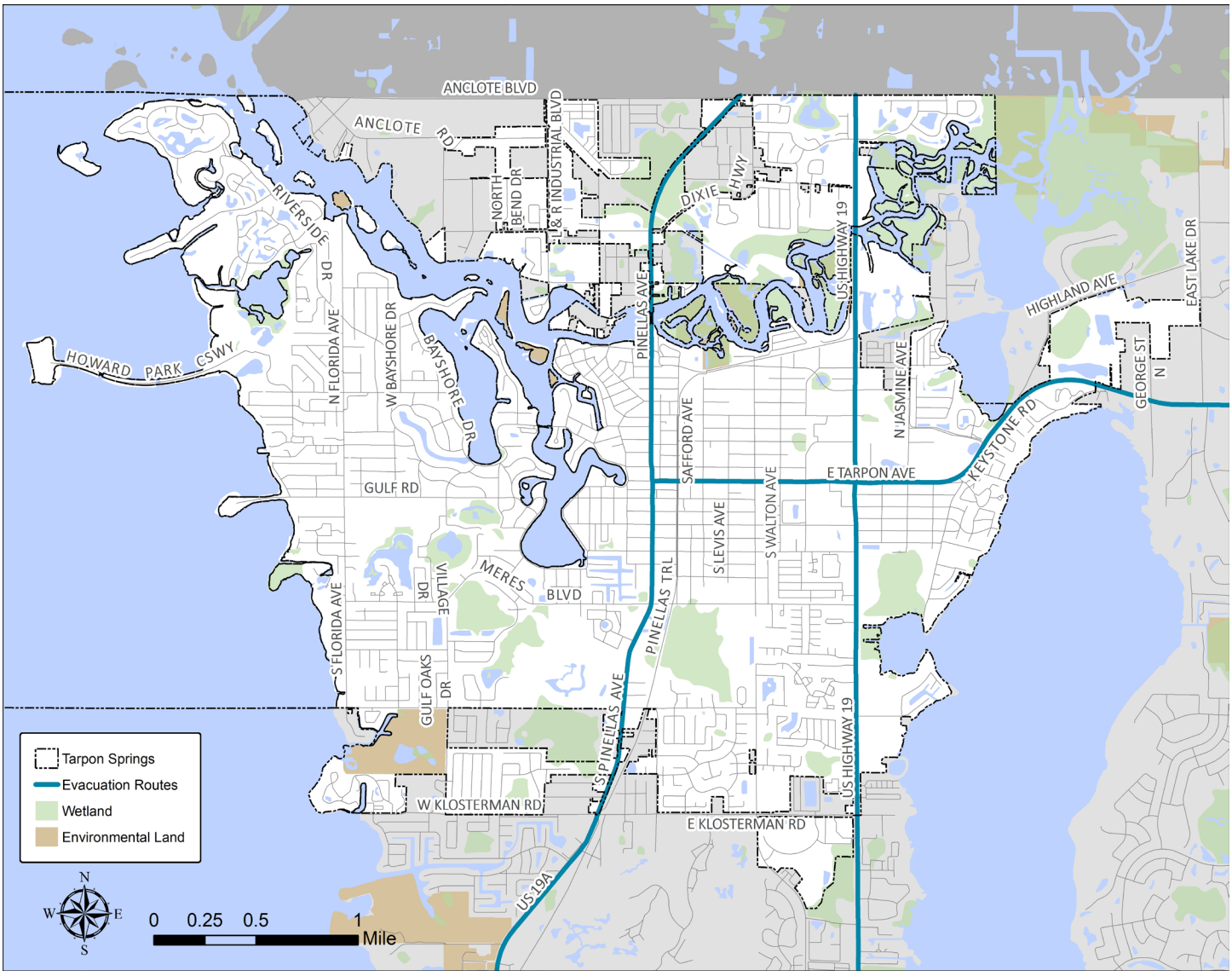
Major Public Transit Trip Generators & Attractors

The major generators and attractors are the Tarpon Mall area, Advent Health North Pinellas Hospital, downtown and the Sponge Docks. Public transit is provided to all of these generators and attractors.

Evacuation Routes

The critical regional evacuation routes for the City of Tarpon Springs are Alternate U.S. 19, U.S. 19 and Keystone Road. The critical local evacuation routes for the City of Tarpon Springs are Beckett Way, Dixie Highway, Live Oak Street, Tarpon Avenue, Martin Luther King, Jr. Drive, Riverside Drive, Florida Avenue, Gulf Road, Meres Boulevard, Curlew Place, Carlton Road and Klosterman Road (See **Figure 16**).

FIGURE 16: Evacuation Routes



Transportation Safety

Figure 17 shows bicycle, pedestrian, and vehicular crashes throughout the city. In Tarpon Springs, many of the transportation crashes resulting in death or serious injury are concentrated near US 19 and Pinellas Avenue. The City supports two major approaches to promote safety for all transportation network users: Vision Zero and Complete Streets.

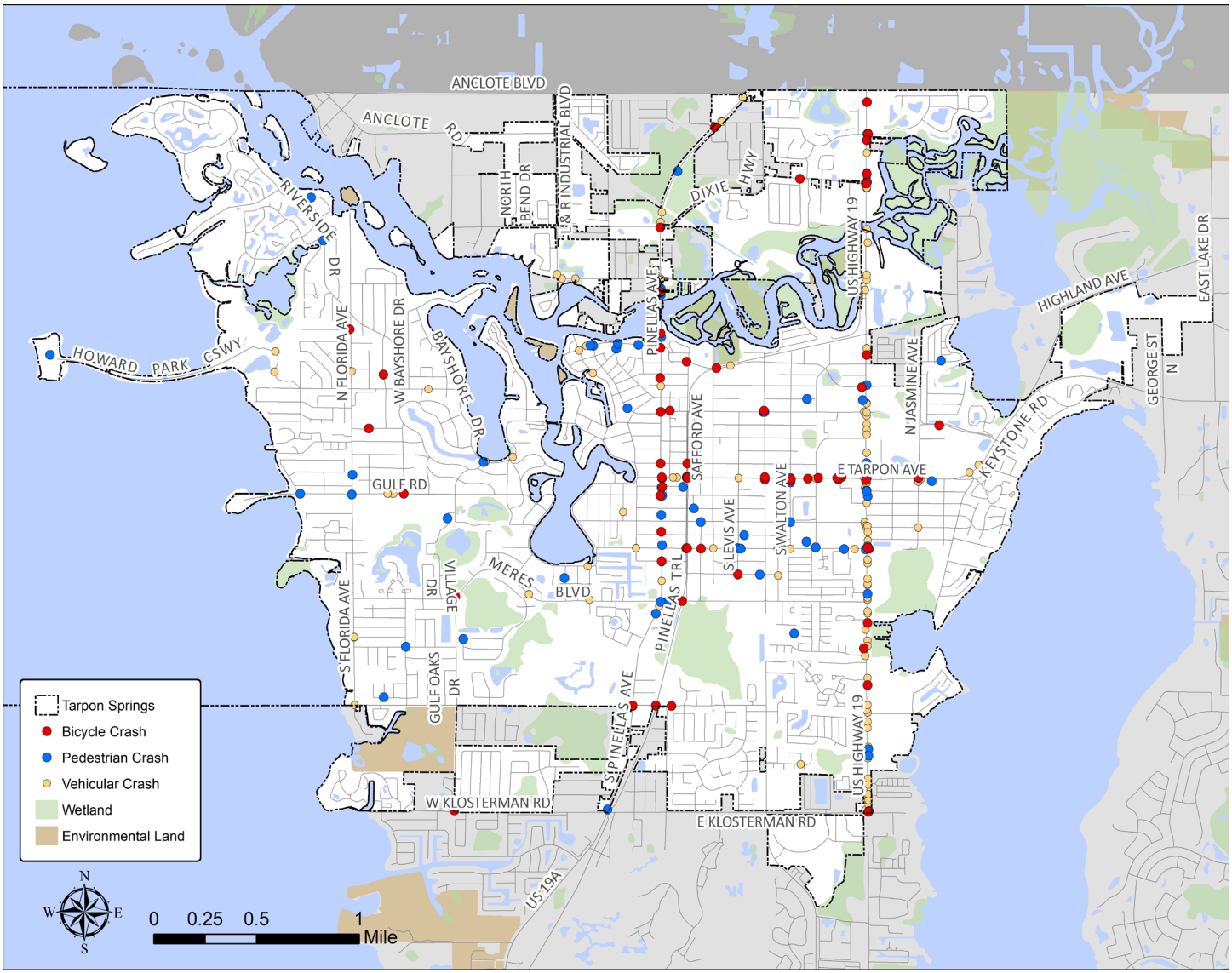
Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. This strategy typically involves:

- Building and sustaining leadership, collaboration, and accountability.
- A data-driven approach.
- Prioritizing equity and community engagement.
- Managing speed.
- Setting a timeline to achieve zero deaths and serious injuries.

Forward Pinellas led an initiative to develop Safe Streets Pinellas, a Vision Zero Action Plan. Forward Pinellas worked with municipalities and partner agencies to develop the Plan, and the City is committed to support its implementation.

Complete Streets are streets designed, operated and maintained for all users, regardless of age or ability, based on the context of the roadway and its surrounding area. Forward Pinellas has developed a grant program to assist local governments in planning, designing and constructing Complete Streets projects. Tarpon Springs was awarded one of these grants to develop the Complete Street Concept Plan for Disston Avenue.

FIGURE 17: Bicycle, Pedestrian, & Vehicular Crashes



ANALYSIS & PROJECT NEEDS

The City plans to develop a comprehensive Citywide Multimodal Master Plan to address projected transportation needs.

Local roadway projects are determined through community planning efforts, resurfacing schedules, maintenance evaluations, and the Capital Improvements process. Because the City is largely built out, there are few opportunities for capacity improvements for motor vehicle travel. FDOT has long-term plans for improvements to US 19 to support regional travel. The City is evaluating alternatives for connecting Disston Avenue between Mango Street and Curlew Place to improve connectivity and provide alternate routes.

PSTA continually monitors and adapts services to meet the needs of citizens and visitors. The City supports PSTA's efforts to address transit deficiencies through transit-supportive land regulations, the development of complete streets, and improvements to the roadway network that will support increased transit use. The City will continue to collaborate with FDOT, PSTA, Forward Pinellas, and other state, regional and local partners to connect people to activity, employment and education centers through transit.

All City roads are also bikeways. Florida law considers bicycles legal vehicles that may be operated on the street, unless there is some guidance otherwise, such as marked bicycle lane. **Figure 14** depicts locations of existing bicycle facilities and areas where additional bicycle facilities are to be considered. Additional locations may be evaluated in the Multimodal Master Plan.

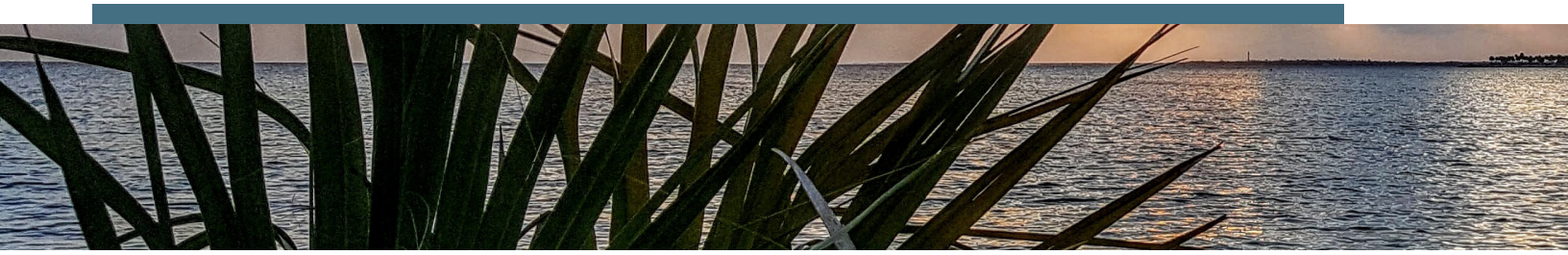
The City is committed to addressing the needs, safety, and comfort of pedestrians, as the most vulnerable users of the transportation network. As previously noted, the City has established a sidewalk construction and rehabilitation program. Beyond the existence of pedestrian infrastructure, other factors affect the quality and perceived safety of the pedestrian experience, such as sidewalk width, obstructions, and adjacent motor vehicle speeds and volumes. The Multimodal Master Plan will comprehensively address pedestrian facilities Citywide.

The effective and efficient movement of goods supports essential activities and vibrant communities. Demand for goods movement is fundamentally a function of the economy and is generated by retail, construction, manufacturing, and wholesale trade operations. The City is committed to evaluating freight routing alternatives to meet projected freight needs and reduce conflicts and infrastructure damage.

Micromobility refers to the increasingly important "middle modes" that utilize relatively low-weight, low maximum speed vehicles for shorter trips such as e-bikes, scooters and electric skateboards. In recent years, micromobility has emerged in response to several factors including the high cost of personal automobile ownership, the need for first and last mile solutions for transit connectivity, competition for space in urban areas, and the rise of shared mobility companies and their deployment in activity centers. Micromobility vehicles have similar infrastructure requirements as bicycles and designing low-speed environments where multiple modes can safely operate and interact will further the goal of a safe, efficient, and equitable multimodal network.

Planning for improved mobility systems must be consistent with community values and vision. The comprehensive Citywide Multimodal Master Plan will address existing and future transportation needs to further the goal of a safe, equitable, convenient and energy efficient transportation system that supports efficient land use patterns, improves quality of life and advances a thriving economy.





Coastal Management

FLOODPLAINS

Almost three-quarters of the city is located within the Federal Emergency Management Administration (FEMA) mapped floodplain (see **Figure 18**). The FEMA flood zones inform the Flood Insurance Rate Maps for local areas. Special Flood Hazard Areas are category A, Coastal A, and V zones. Developments in these zones are subject to minimum flood-related regulations via the National Flood Insurance Program, Florida Building Code, and local floodplain management regulations.

Additional development within the floodplain will mostly occur on an infill basis and must conform to current FEMA and Building Code Requirements. The most obvious areas in need for redevelopment regarding flood plains are those that have existing structures below the FEMA base floor elevation requirements. Redevelopment and replacement of these nonconforming structures will need to meet floodplain standards. Mobile home parks located in these areas will need to elevate replacement units or redevelop to buildings that are more resilient. The City has a very active Floodplain Management program to guide and regulate future development in these vulnerable areas. Enforcement of the FEMA regulations will ensure that all new structures are built according to FEMA requirements and will work well in reducing the amount of damage that can occur during a storm or flood.

There are older areas of the city that developed at low elevations prior to FEMA regulations taking effect which deserve special consideration. The most notable area is the Sponge Docks. Many of the structures in the Sponge Docks predate the 1930's, and preservation and enhancement of the character of this area is desirable. Where the historic district designations are in place, there is some flexibility relative to other parts of the city on redevelopment requirements. Where feasible, flood-proofing, combined with minimal elevations of commercial buildings should be encouraged or mandatory when redevelopment occurs in the historic waterfront areas. This will ensure that new structures can be harmoniously integrated with older existing structures without damaging the existing urban street pattern in the Sponge Docks.

Regarding public and community assets, Pinellas County completed the Pinellas County Sea Level Rise and Storm Surge Vulnerability Assessment in February 2022. This assessment included a component on exposure to one-hour-per-year tidal flooding and 100-year storm surge for certain public infrastructure assets, a planning-level vulnerability assessment for certain roadways, and facility-level assessments for certain facilities. The County is currently undertaking a Countywide Flood Mitigation Action Plan that will include a flood risk assessment and identification of adaptation and mitigation strategies. The City is also in the process of completing its own Vulnerability Assessment and Action Plan, the results of which will be incorporated as a reference document to further inform future policy direction.

SOIL EROSION

The Pinellas County agent of the Soil Conservation Service noted that no natural soil erosion problems of significance currently exist in the city. The principal soil erosion problem involves soil/sediment runoff from construction sites. Best management practices should be employed at construction sites to minimize off site transport of sediments. Sediments contained in stormwater runoff are a principal component of non-point source water pollution.

A field inspection along the Anclote River referenced in the prior analysis revealed some bank erosion problems along portions of the river. Most of this appeared to be the result of waves from boat wakes impacting the shoreline. Other marine sediment erosion problems were associated with seawall construction and shoreline hardening. Impact of waves on seawalls causes scouring of sediments at the seaward base of the wall. Off road and recreational vehicle use in certain areas (e.g., north of Howard Park and on the relic sand dune areas north of Lake Tarpon) was also a cause of soil erosion and such vehicle use in these areas should be discouraged or prevented.

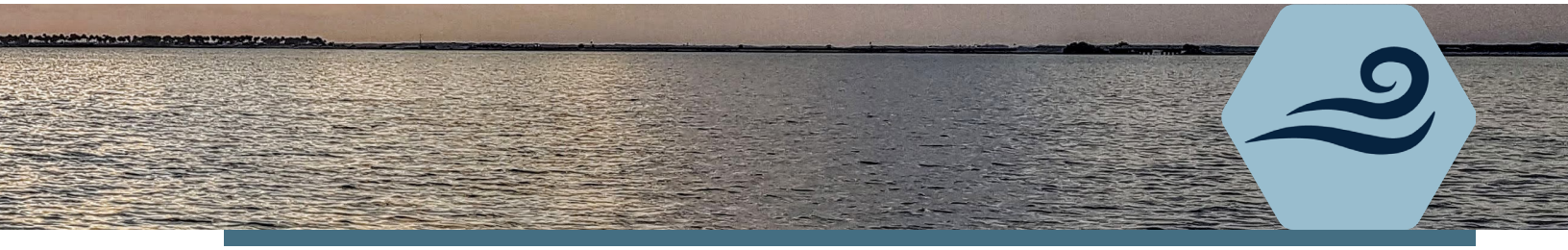
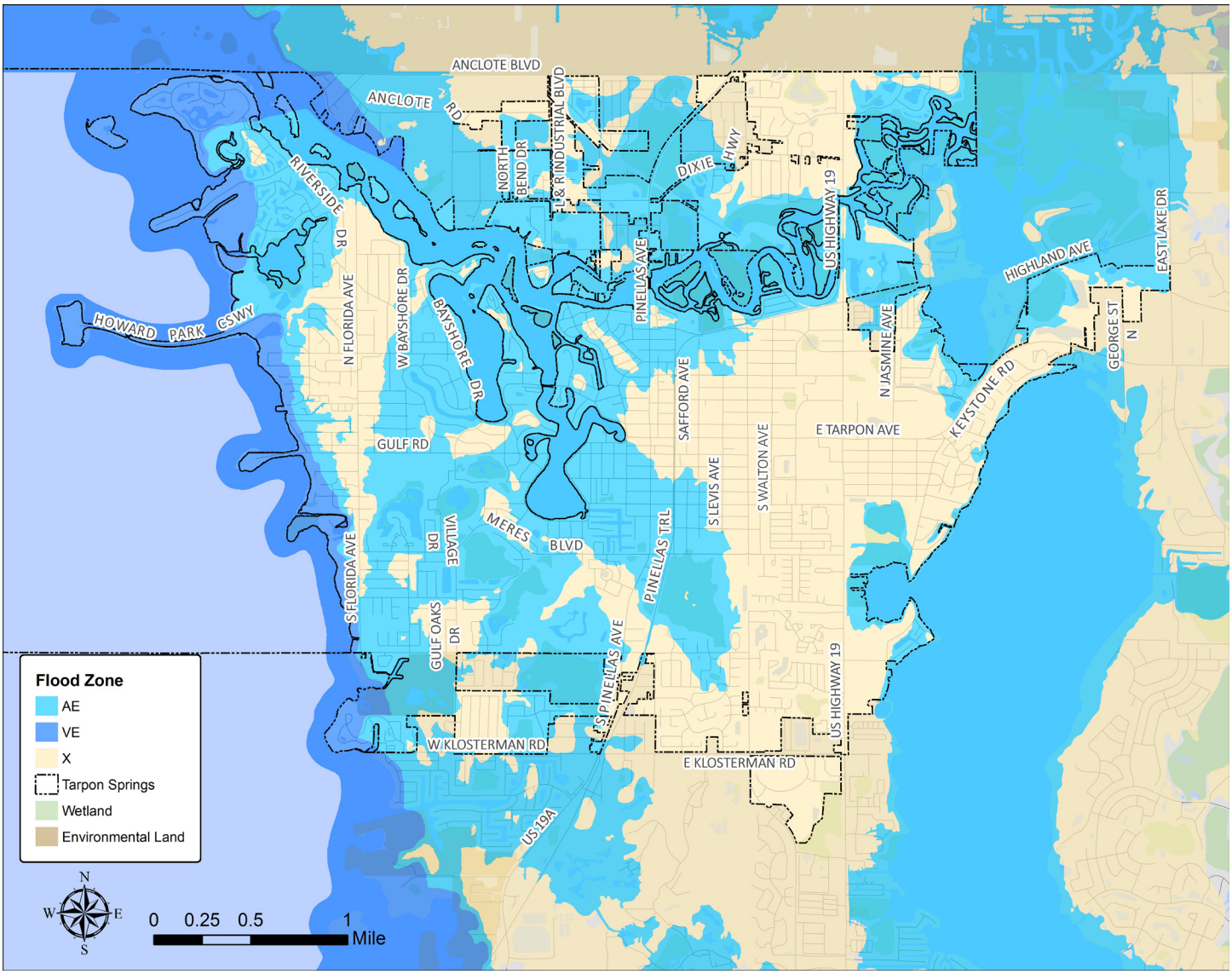
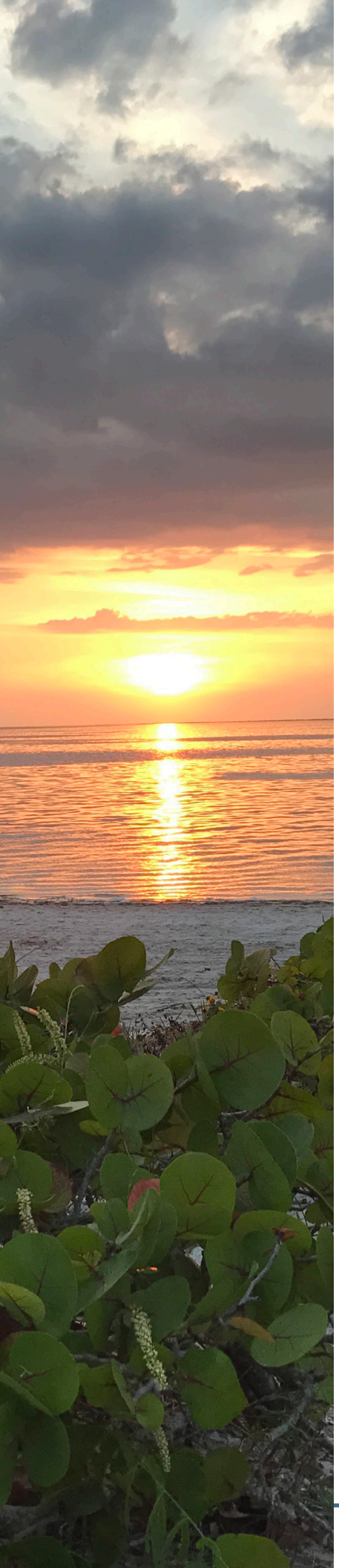


FIGURE 18: FEMA Floodplain



Additionally, soil and water conservation districts are established pursuant to state law, but are usually countywide in a real extent, and they have their own taxing authority. The soil districts' purpose is to control soil erosion. These erosion prevention efforts assist in maintaining estuarine water quality by reducing the sediment loads of waters flowing into the estuary.

As of the FDEP 2021 Critically Eroded Beaches report, no beaches were reported as critically eroded along Tarpon Springs' shoreline.



COASTS & SHORELINES

Gulf of Mexico

The Gulf of Mexico shoreline, where not modified by existing urban development, is a low energy tidal swamp which includes marshes, mangroves, seagrass meadows and other related wetlands. These areas provide protection from storms, absorption of stormwater runoff, and absorption of pollutants and sediments. The major conflict with the character of this shoreline occurs from the area's heavy urbanization and is related to the following types of activities:

- Dredging and Filling
- Seawalling
- Removal of Coastal Vegetation
- Direct Stormwater Discharge
- Multi-Slip Docking Facilities

The existing vegetative communities of the Gulf shoreline provide wave absorption during heavy storms. The dredging, filling, and seawalling of these communities negates their natural function.

The shoreline's character does not lend itself to seawalling, and, fortunately, the number of existing seawalls is minimal. The city's Land Development Code provides some protection of existing natural shoreline functions by requiring a 30-foot setback from the shoreline. Additionally, the Land Development Code requires a wetland buffer in areas not adjacent to the shoreline to protect these communities from encroachment.

The water depth required for boats associated with multi-slip docking facilities is in direct conflict with the Gulf shoreline shallow depth and seagrasses. Intensive boating access in this area also leads to what is known as prop dredging and scouring. Single slip facilities, boardwalks, and piers can be designed to minimize environmental damage.

Direct stormwater discharge into the Gulf is a major source of non-point pollution. Wetlands can be used for filtering, but pretreatment is necessary. Where filtering cannot occur prior to direct discharge into the Gulf, greater on-site retention is necessary.

The following recommendations are made to reduce Gulf of Mexico shoreline conflicts:

- Continue to restrict dredge and fill activities.
- Continue to restrict seawalling of the Gulf shoreline.
- Maintain the 30-foot aquatic lands buffer along the Gulf shoreline for principal buildings. In cases where existing seawalls have effectively eliminated the natural shoreline function, permit a limited exemption from this rule for accessory structures such as pools, sheds, and fences.
- Increase the 15-foot required wetlands buffer to a 25-foot buffer around wetlands, both isolated and aquatic to match the minimum required by SWFWMD.
- Continue to restrict multi-slip (3 or more) docking facilities along the Gulf shoreline.
- Continue to restrict direct stormwater discharge.
- Continue to utilize wetland communities as a positive outfall after onsite pre-treatment.

Anclote River

Tarpon Springs is a nineteenth century riverfront city and much of the earliest development occurred along the shoreline of the Anclote River and its tributary bayous. Much, if not most, of this early development included seawalls which have created a vertical grade change between land and water. This alteration effectively eliminated the natural shoreline.

Along the south shoreline of the Anclote River, land uses range from light commercial to heavy boat works. The working waterfront enhances the tourist related economy of the Sponge Docks.

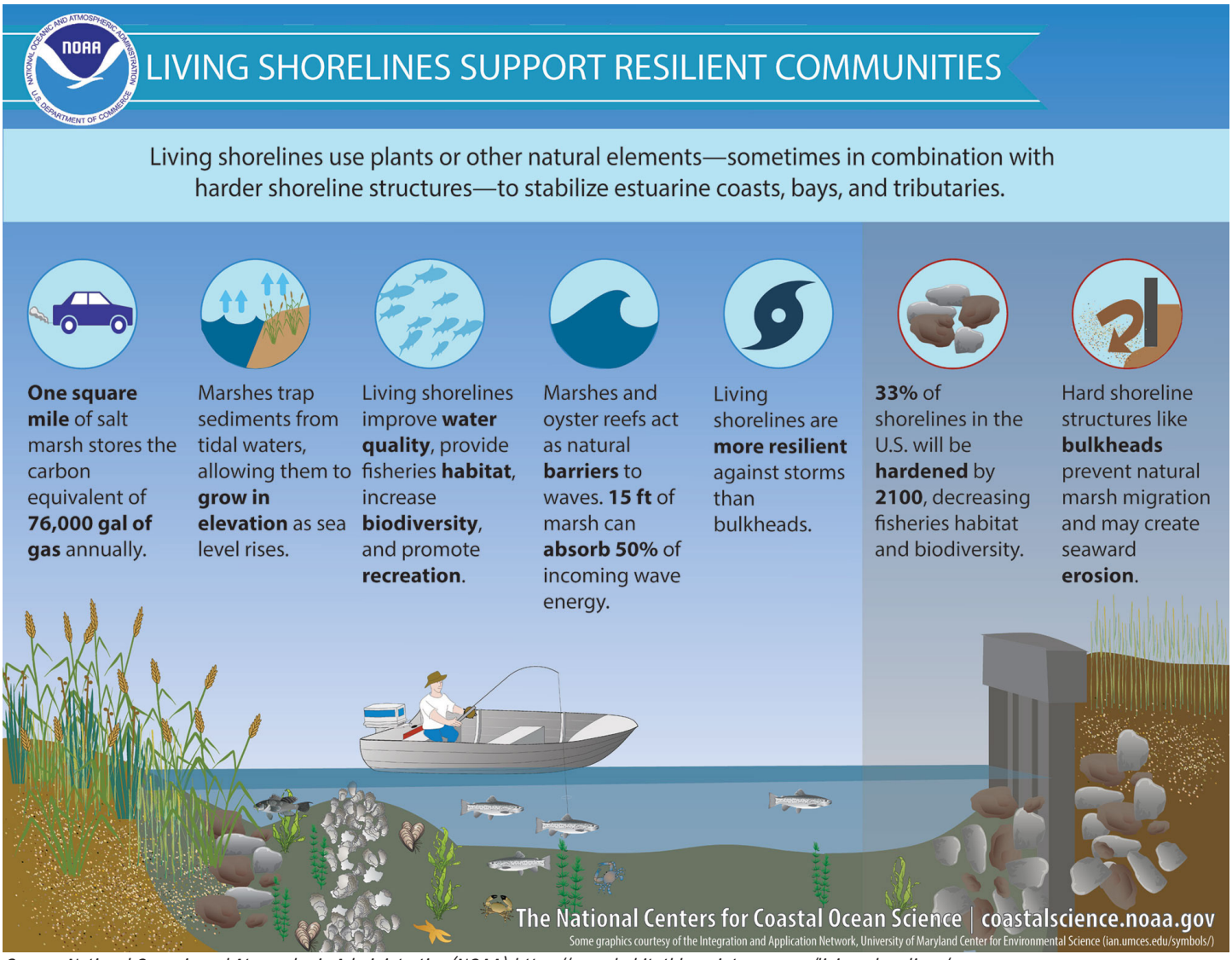
Protective Measures

The City should maintain its commitment to requiring alternatives to seawalling entire shorelines, where practical. Examples are shown in **Figures 19 and 20**. These alternatives and other similar alternatives that may be established by the Southwest Florida Water Management District (SWFWMD) and the U.S. Army Corps of Engineers (ACOE) utilize natural characteristics of an area to stabilize shorelines, provide habitats for animals and cleanse the water as well as allow access to the water by human-made structures such as docks and piers.

While seawalling is discouraged certain areas of the City's shorelines have historically been seawalled and must functionally remain as such. The seawall around Spring Bayou is a significant historic resource providing access to Craig Park, the Golden Crescent, and is the location of the cross throwing during the Epiphany celebration. The City is currently studying alternatives to repair and improve this asset. A second shoreline of concern is the Whitcomb Bayou shoreline. With assistance from the ACOE, the City has stabilized portions of the Whitcomb Bayou shoreline with a rock revetment in 2017. The City is evaluating alternatives and seeking grant funding to further stabilize this area and deter future flooding events.

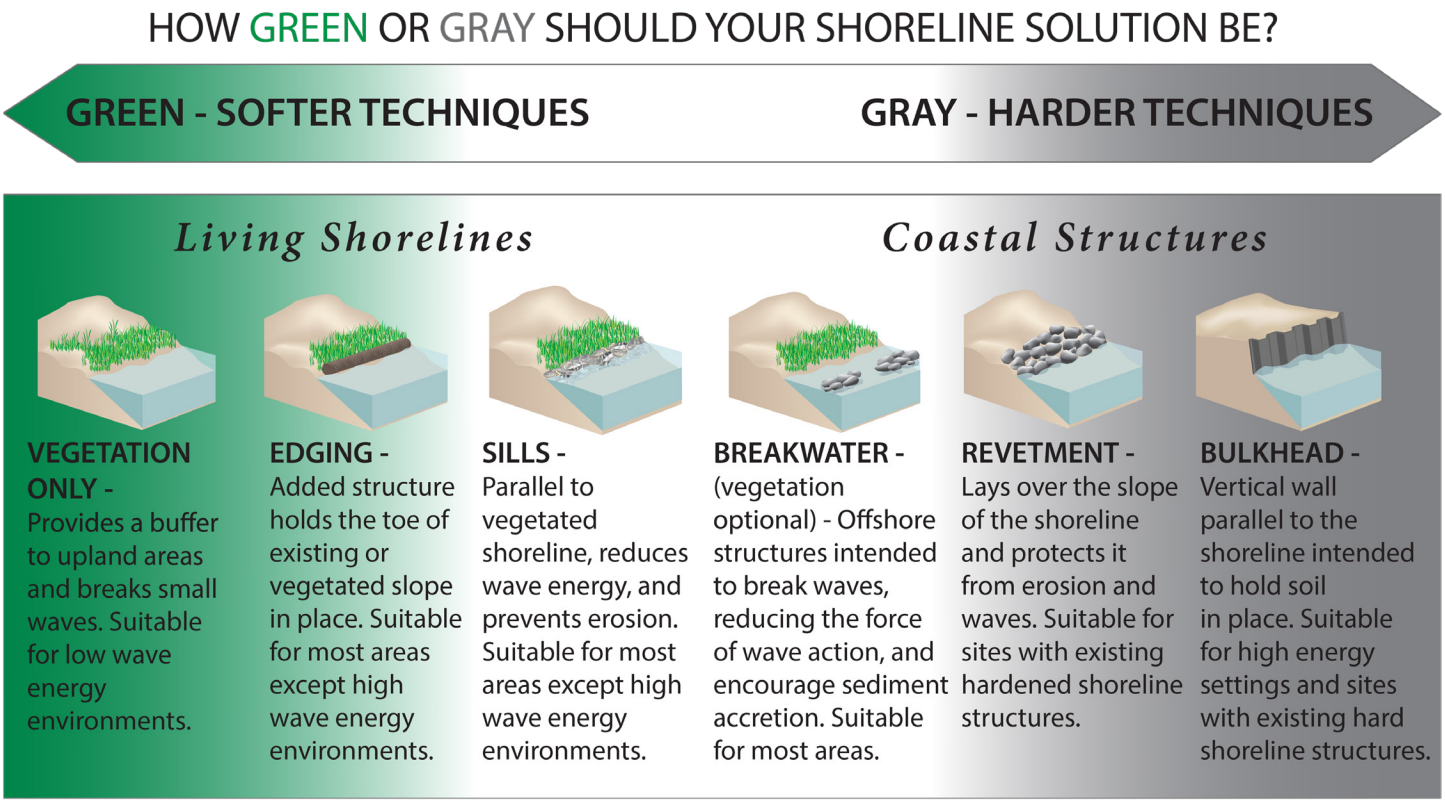
In 2023, the city adopted the Sustainability Plan and is in the process of developing a vulnerability assessment and adaptive action strategy, both of which were supported by the City's Strategic Plan. The goals and objectives of these two plans will also support the protection of the shorelines.

FIGURE 19: Living Shorelines Support Resilient Communities



Source: National Oceanic and Atmospheric Administration (NOAA) https://www.habitatblueprint.noaa.gov/living-shorelines/

FIGURE 20: Shoreline Designs



Source: National Oceanic and Atmospheric Administration (NOAA) https://www.habitatblueprint.noaa.gov/living-shorelines/

Public Access & Beaches

No significant beach or dune areas are located in the city. There are two small manmade beaches, Sunset Beach and Fred Howard Park. Anclote Key represents the northern extent of the Gulf Coast barrier island system and is protected through the state park system.

Estuarine Pollution

Various agencies are involved in reducing pollution, including primarily the Florida Department of Environmental Protection (FDEP) and SWFWMD but also the Florida Department of Agriculture and Consumer Services, Pinellas County and Department of Health, and the City of Tarpon Springs for certain activities influencing pollution.

- **Point Sources of Estuarine Pollution**
  Point source pollution is a direct discharge from a single point, such as a pipe. The City monitors high risk facilities through annual inspections and monitors businesses subject to state high risk classification standards. As of January 2024, the City does not have any high risk facilities on the state's classification list. Additionally, the City follows all National Pollution Discharge Elimination System (NPDES) requirements for preventative maintenance of the City's Municipal Separate Storm Sewer System (MS4). **Figure 21** identifies the major outfalls within the City, which are regularly maintained and inspected.

- **Non-Point Sources of Estuarine Pollution**
  Stormwater runoff that does not get captured by stormwater infrastructure (surface runoff) is non-point pollution. Urban stormwater runoff continues to be one of Tampa Bay region's major causes of non-point source water pollution. By this definition non-point source runoff originates from privately owned property. To minimize this contribution the City utilizes various public education efforts, ranging from grade school education to home owner associations. Through partnership with Pinellas County, several watershed management plans have been developed resulting in a better understanding of potential pollution and flooding impacts. These plans include:

  - Anclote River Watershed Management Plan
  - Lake Tarpon Watershed Management Plan
  - Klosterman Watershed Management Plan
  - Clearwater Harbor St. Joseph Sound Watershed Management Plan *(currently in progress)*

In general, the following continue to be potential sources of non-point pollution typically from privately-owned property:

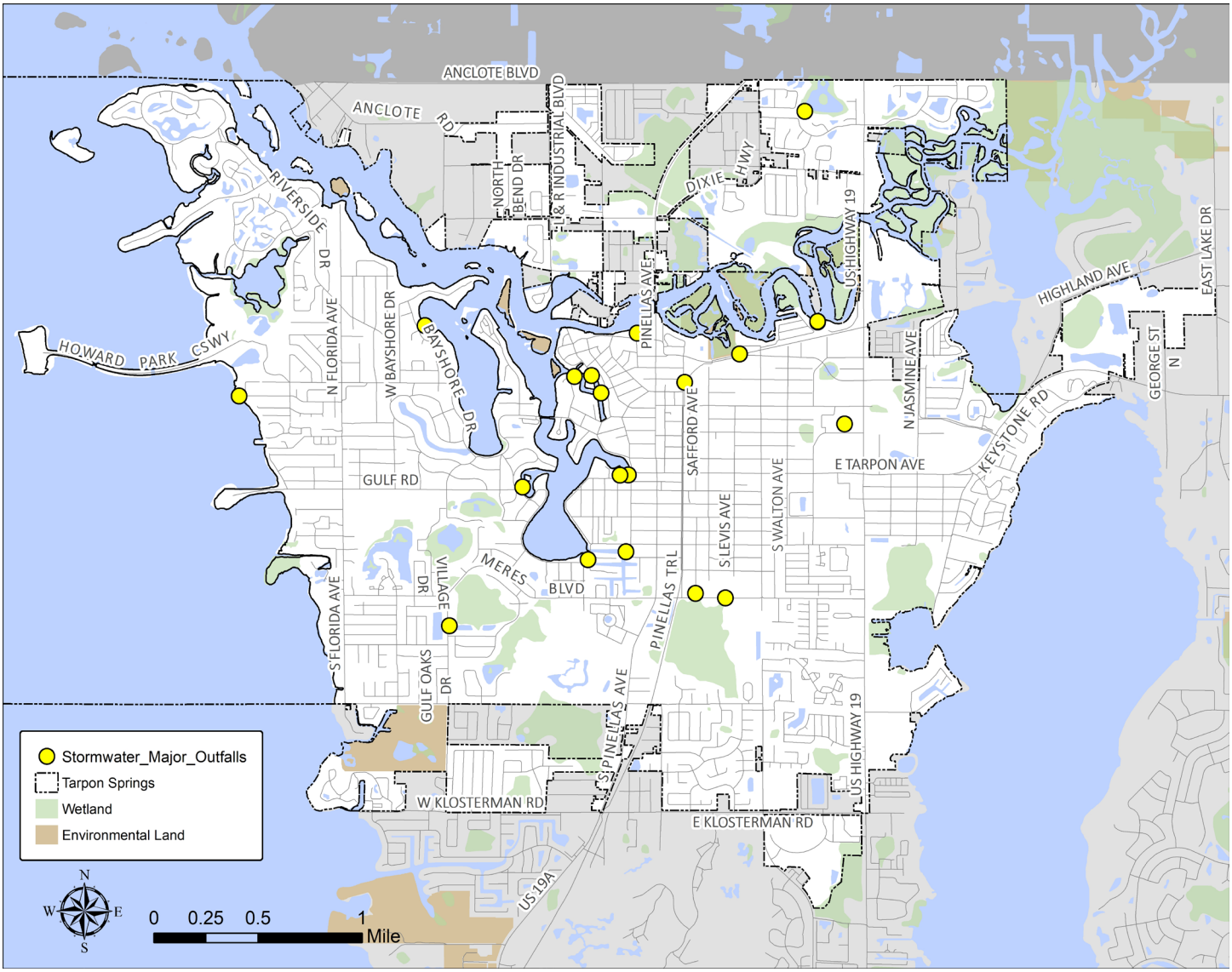
- Pollutant deposited on streets and parking lots, such as oil, grease, metals, sediment, etc.
- Construction activities creating sedimentation problems.
- Erosion from exposed ground surfaces (i.e., unpaved streets, un-vegetated lots, etc.).
- Lawn and landscape maintenance activities (i.e. fertilizers, pesticides, lawn and tree clippings, etc.).
- Domestic pet litter, particularly dog.
- General trash, litter and organic debris.
- Atmospheric pollutant conditions.

The prior analysis indicated that additional nutrient loading to the Anclote River from Pasco County was a potential problem where septic tank waste was disposed of from pump trucks in permitted disposal fields. Existing septic fields and areas without sewer still pose a risk of nutrients being transported through groundwater into estuarine environments.

The following additional items continue to be identified as potential sources of non-point pollution citywide:

- Urban runoff from the City of Tarpon Springs.
- Petroleum hydrocarbon discharges from vessels.
- Discharges from seafood processing plants.
- Poor flushing of Kreamer and Whitcomb Bayous.
- Marinas.
- Septic Tanks.

FIGURE 21: Major Outfalls

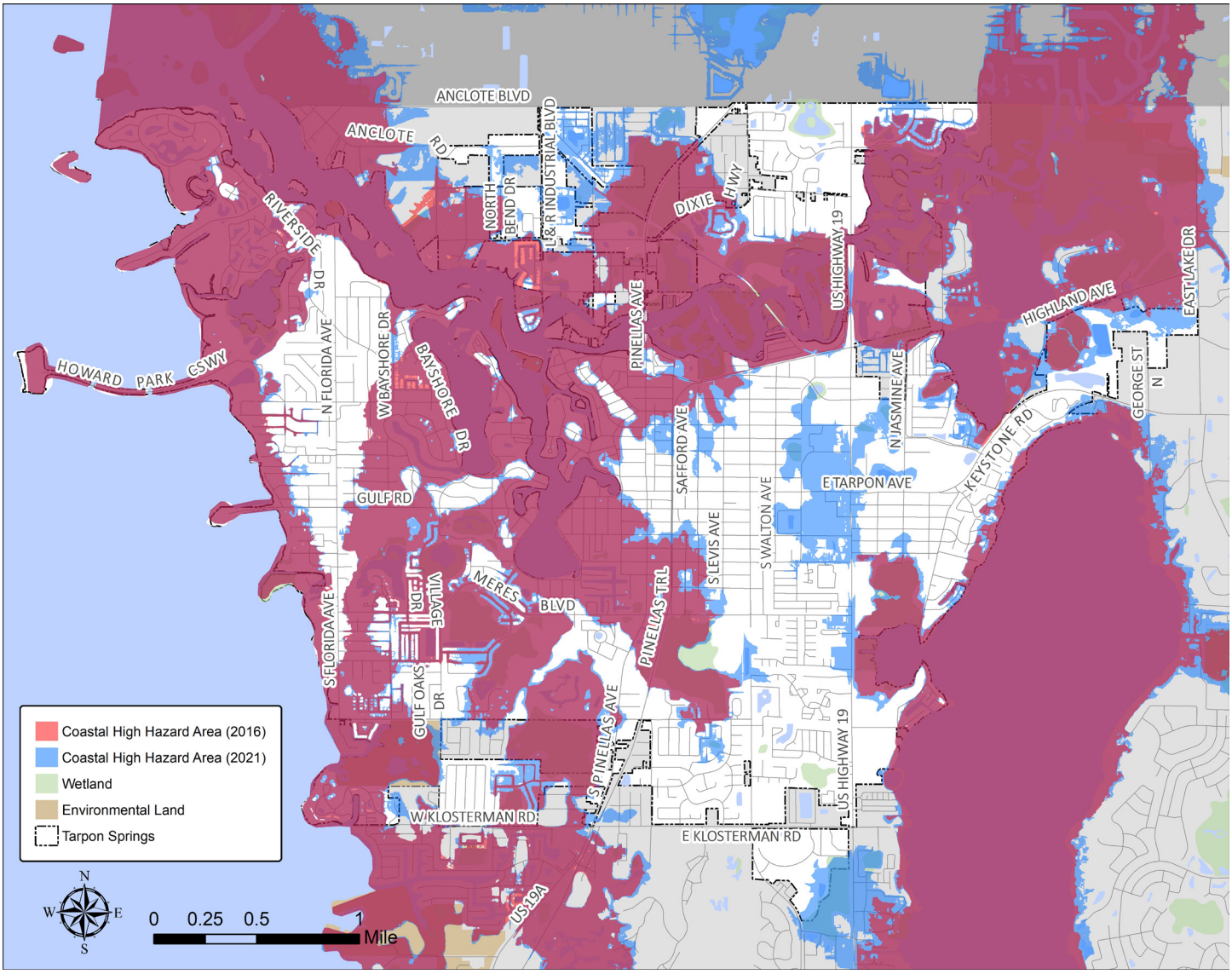


COASTAL HIGH HAZARD AREA (CHHA)

Uses in the CHHA

Among Coastal Management provisions in Sec. 163.3178, F.S., requirements at the state level governing local land use and development along the coast are primarily defined by the Coastal High Hazard Area (CHHA). This section of Florida Statute defines the CHHA as the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. **Figure 22** shows the change in CHHA from 2016 to 2021.

FIGURE 22: CHHA Changes 2016 -2021



Figures 23 and 24 show existing and future land uses within the CHHA. **Tables 25 and 26** summarize the corresponding acreages. Much of the development along the Gulf of Mexico, the southern part of the Anclote River and Kreamer Bayou west of the Sponge Docks, and Lake Tarpon is residential. A comprehensive plan amendment is consistent with CHHA provisions in Florida Statutes if evacuation or mitigation standards in 163.3178(8)(a) are met. Additional standards for review of map amendments that increase density in the CHHA are contained in the City's Comprehensive Plan and in the Countywide Plan. A local government is also under no obligation to allow any land use amendments that would increase density in the CHHA; the future land use and coastal management element policies can prohibit it outright.

Uses in the CHHA also include water-dependent and water-related activities. Water-dependent uses include:

- Recreational (swimming beach, boat ramps, fishing access areas, charter and sightseeing operations)
- Commercial (marinas, boatyards, sponge docks, fish houses, and commercial dockage to support marine fisheries and fish and marine products processing plants).

Water related uses include:

- Motel/Hotels
- Restaurants
- Parks

TABLE 25: Existing Land Uses in the CHHA

USE TYPE	ACREAGE
Vacant	623
Residential	907
Single-Family	773
Mobile Home	52
Multifamily	82
Commercial	245
Industrial	46
Agricultural	5
Institutional	59
Government	275
Utility/Other	319
TOTAL	**2,479**

Source: FDOR, 2021; Acreage by individual land use category rounded to nearest acre.

TABLE 26: Future Land Uses in the CHHA

FLU CATEGORY	ACREAGE
Residential Very Low (RVL)	50
Residential Low Medium (RLM)	1,106
Resort	38
Residential Medium (RM)	167
Institutional *Renamed: Public/Semi-Public*	124
Industrial Limited *Renamed: Employment*	71
Industrial General *Renamed: Industrial*	27
Commercial General/Limited/Recreation *Renamed: Retail & Services*	161
Residential/Office Limited/General *Renamed: Office*	37
Community Redevelopment District *Renamed: Activity Center*	150
Preservation	385
Recreation/Open Space	285
TOTAL	**2,601**

Source: City of Tarpon Springs; Acreage by individual land use category rounded to nearest acre.

FIGURE 23: Existing Land Uses in CHHA

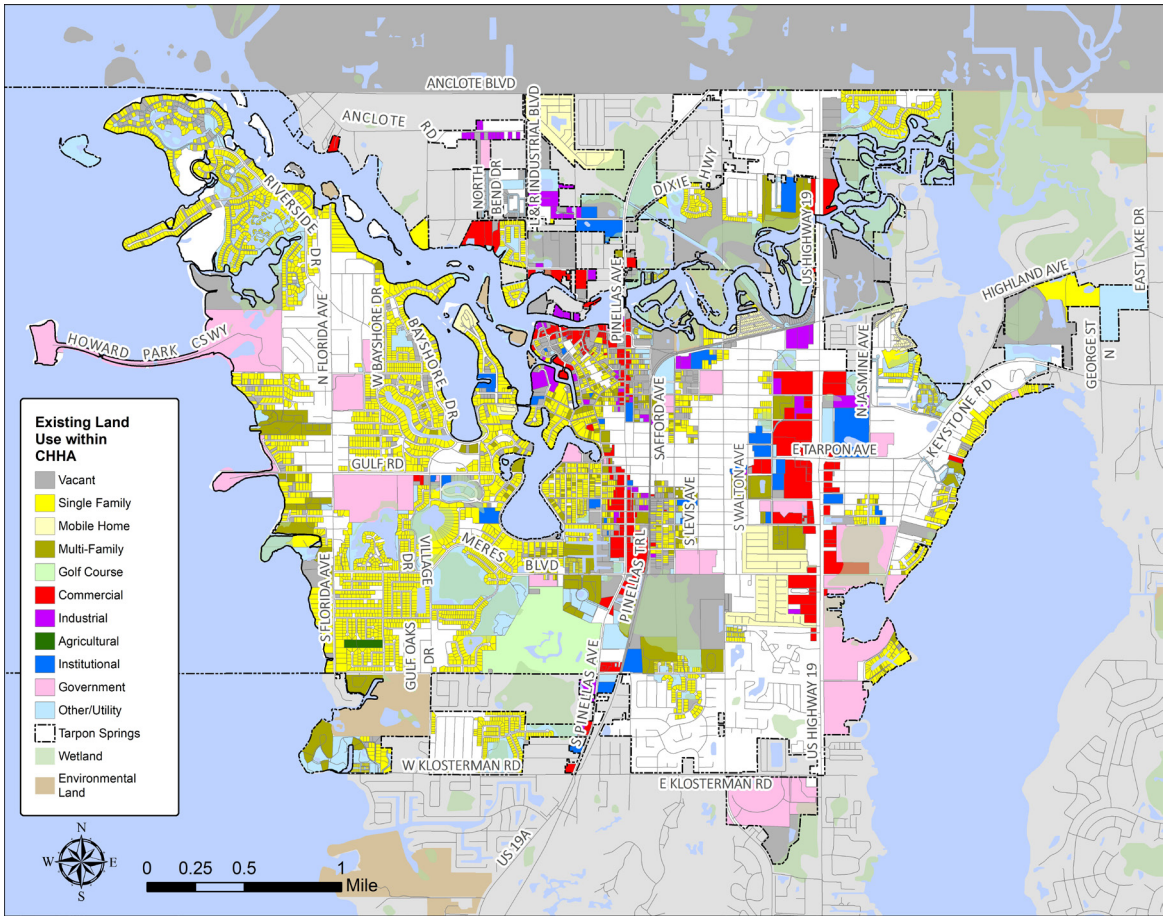
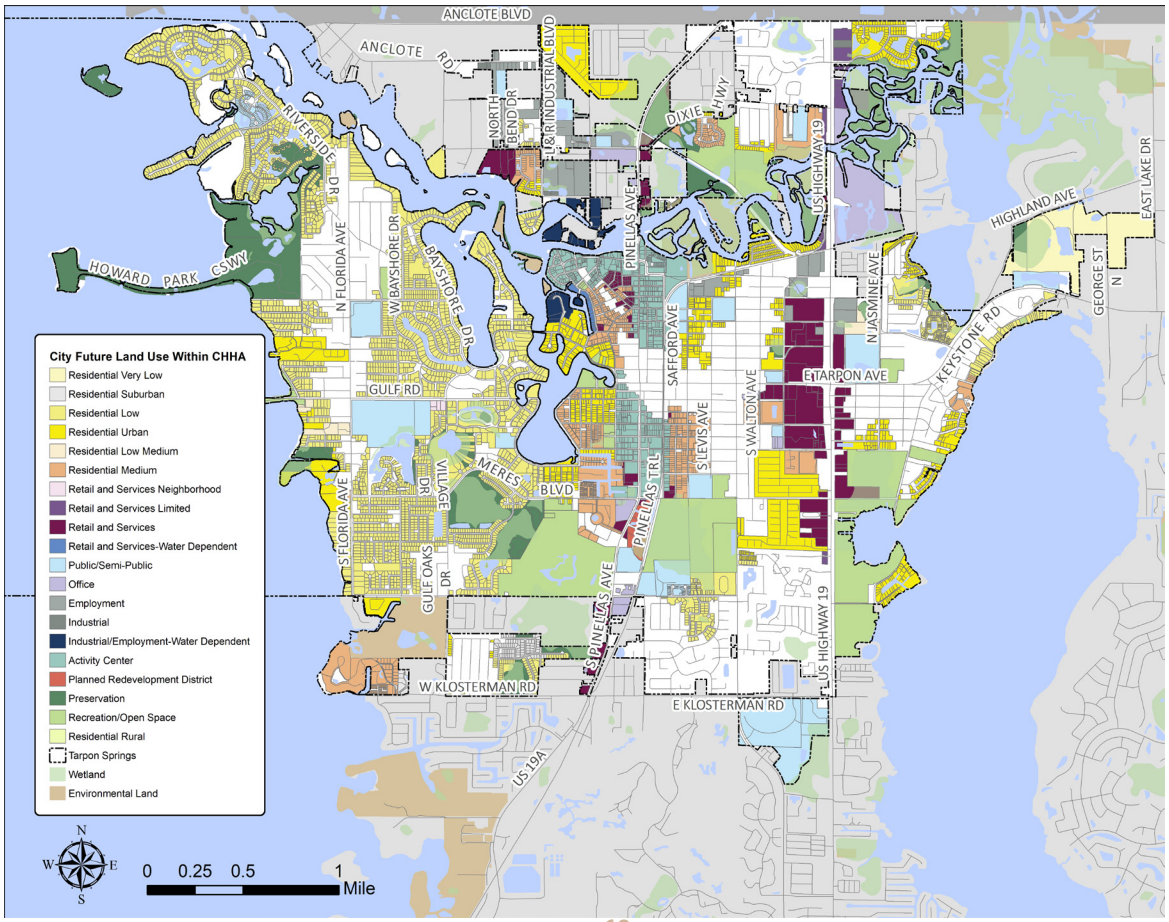


FIGURE 24: Future Land Uses in CHHA



Development/Redevelopment in the CHHA

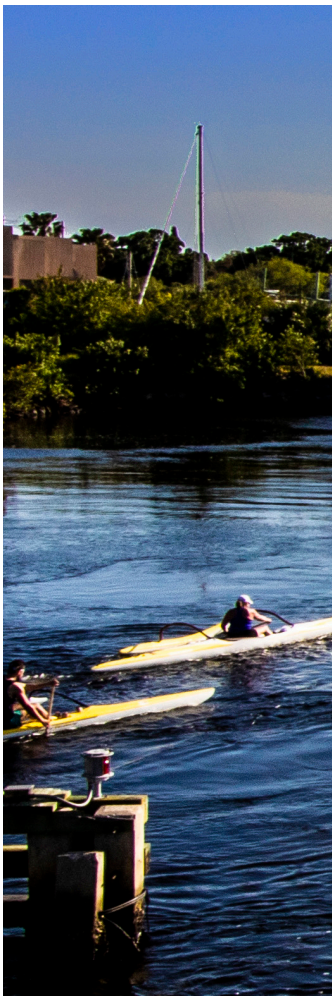
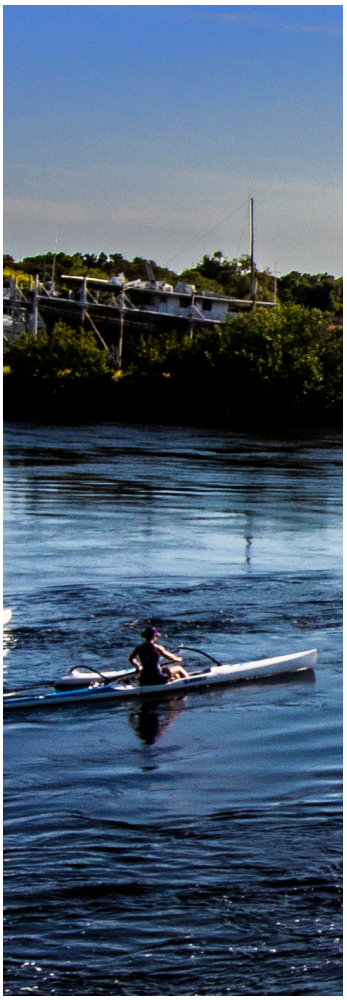
The CHHA is already urbanized, so most of the development and redevelopment would be infill with infrastructure already in place to serve these areas. Redeveloped areas would need to meet building requirements, with some flexibility for historic areas. Development and redevelopment would also need to be consistent with current state, regional, and local regulations, which include regulations/ standards for stormwater, water quality, dredge and fill, and upland/wetland habitat provisions among others . Impacts to monitor include:

- Increases in urban stormwater runoff.
- Additional pressure to dredge and fill in wetland areas.
- Loss of/or negative impacts on quality of sensitive upland habitat (xeric hammocks, sand pine communities, longleaf pine/turkey oak communities).
- Decline in wildlife populations within the city limits caused by increased human use of the areas (automobile and boat traffic)

Findings from the Comprehensive Plan Update Community Engagement Summary (2022) indicate support from the public and advisory boards/update steering committee for the following:

- Requiring new housing developments meet enhanced environmental standards.
- Incentivizing replacement of old mobile home units with new units resilient to high winds.
- Requiring/incentivizing electric vehicle charging infrastructure in new residential.

Outreach also indicated support for actions to protect shorelines via natural elements. There was additional support for action to protect shorelines through seawalls, invest in coastal restoration, enhance/preserve waterfronts for recreation and water-dependent uses, incentivize climate adaptation for properties that frequently flood, and restrict development in flood-prone areas. In 2023 the City adopted more stringent CHHA design regulations requiring that multi-family and townhome developments build to a minimum base flood elevation plus 3 feet and to the next higher windload category of the Florida Building Code.



Historic Resources in the CHHA

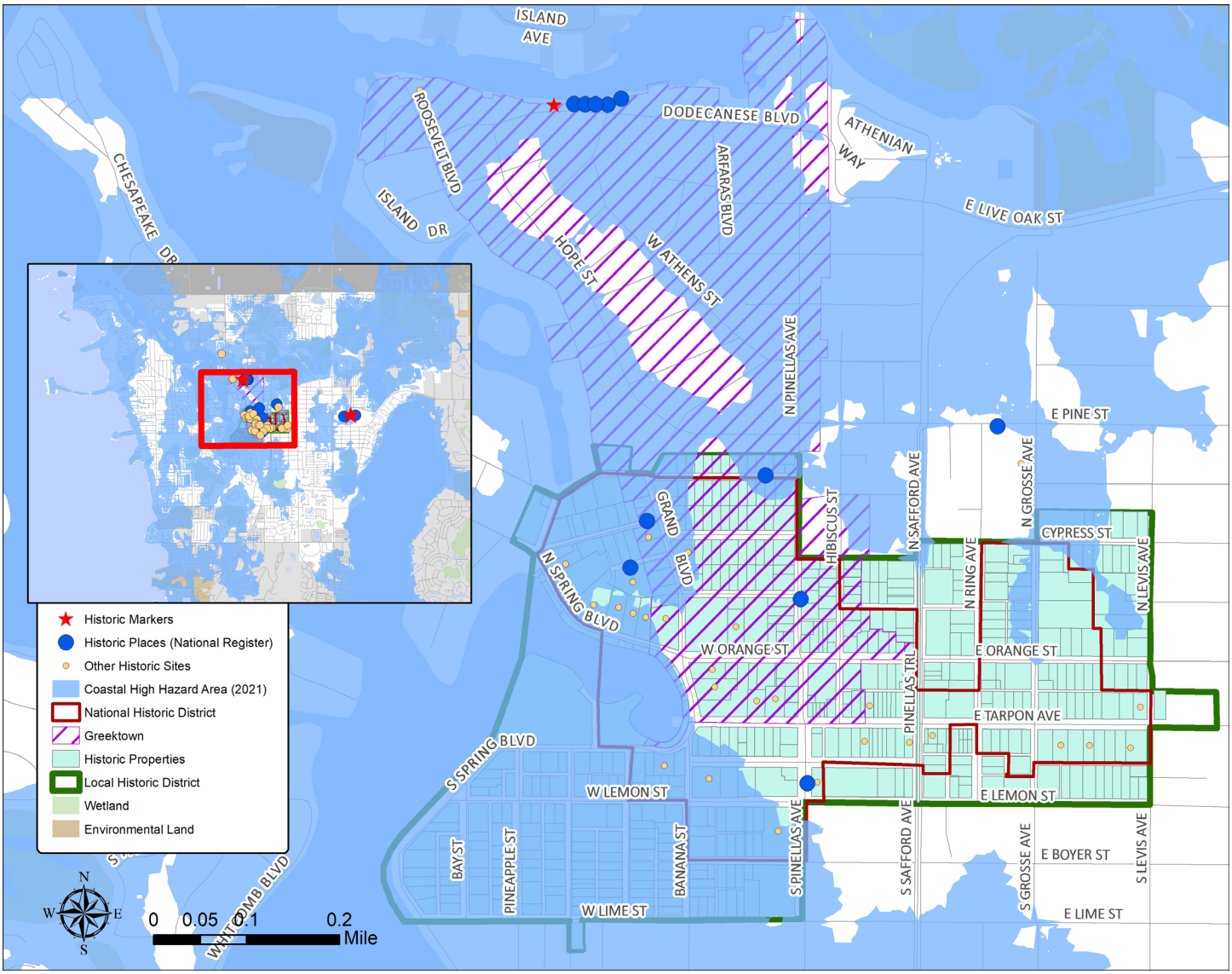
Figure 25 shows historic resources in the city in the CHHA. The following summarizes historic resources in the CHHA:

- 287 of 587 total historic properties within the local historic district (approximately 49%)
- 8 of 13 National Register Historic Places (approximately 62%)
- 1 of 2 (50%) of Historic Markers identified by Pinellas County
- 17 of 33 Other Historic Sites identified by Pinellas County (approximately 52%)

In 2023, the City completed an Adaptation and Resiliency Plan for the Historic District and Greektown. The plan's goals/ recommendations are the following:

- **Goal #1:** Continue to identify and analyze date on historic resources, hazard impacts and risk exposure.
- **Goal #2**: Identify and implement adaptation and resiliency actions for historic resources and areas.
- **Goal #3:** Launch a public awareness and education program on hazard risks to heritage assets.
- **Goal #4:** Establish a strong intergovernmental support network to integrate and share hazard characterization data, and, coordination of adaptation and resiliency planning.

FIGURE 25: Historic Resources in CHHA



HAZARD RESPONSE

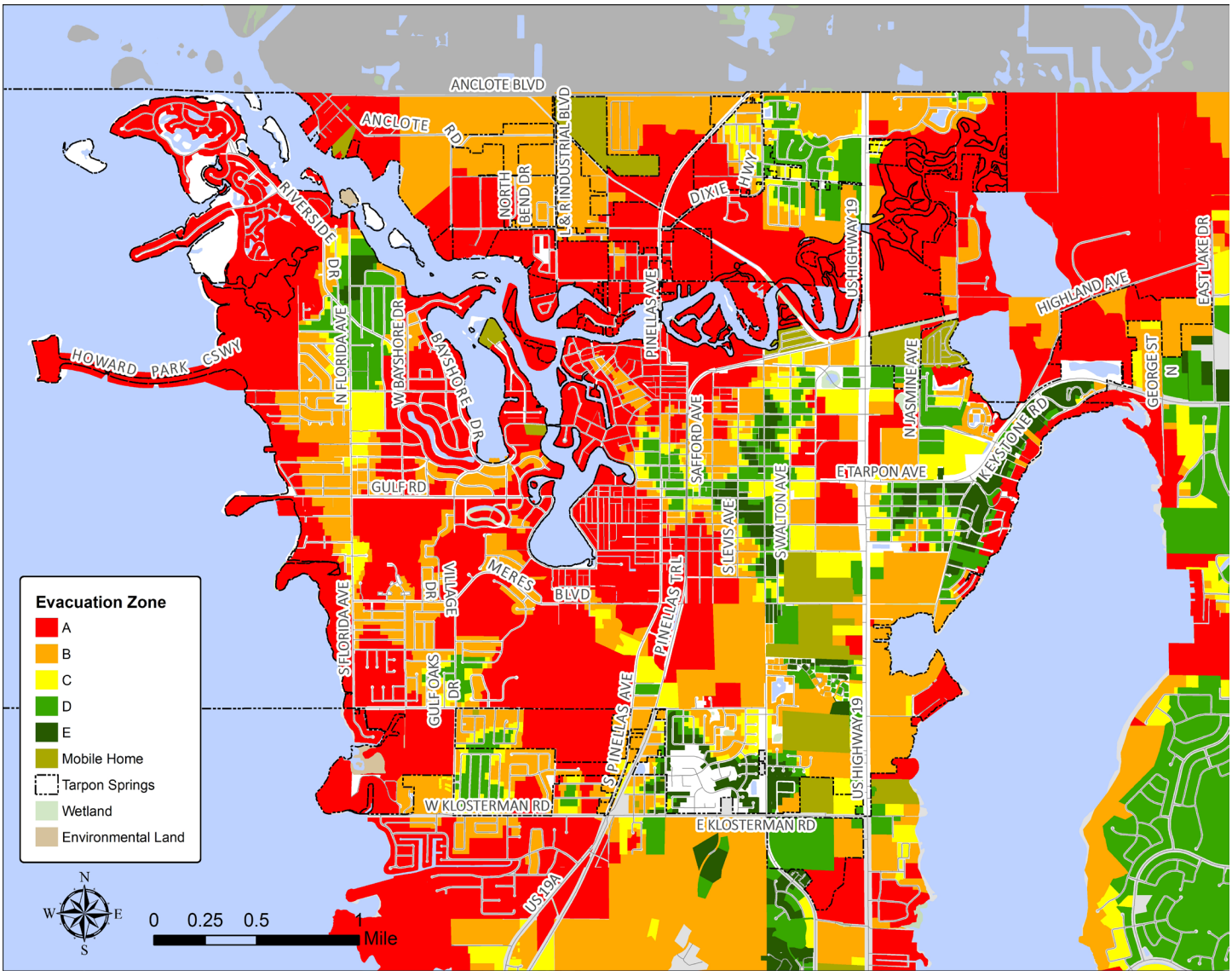
Hurricane Sheltering & Evacuation

Figure 26 shows the hurricane evacuation zones for the city. The level of service for Regional Clearance Time for hurricane evacuation (out of county) for a Category 5 storm event (according to the Saffir-Simpson scale) is 16 hours.

Currently there are no shelters within the City of Tarpon Springs. Sheltering is managed countywide by Pinellas County Emergency Management. The latest Pinellas County shelter analysis (May 2023) indicates that there are sufficient shelter spaces available countywide to accommodate up to a Level D evacuation. The closest shelters for Tarpon Springs Residents are in Palm Harbor. While it is desirable to have a public shelter within the City, available sites that are not located within an evacuation zone are extremely limited. The City should continue to explore hardening of existing structures in appropriate locations.

The 2022 Strategic Plan includes an objective to update the Emergency Preparedness Plan to respond to environmental and emergency impacts.

FIGURE 26: Hurricane Evacuation Zones



DREDGE & SPOIL DISPOSAL SITES

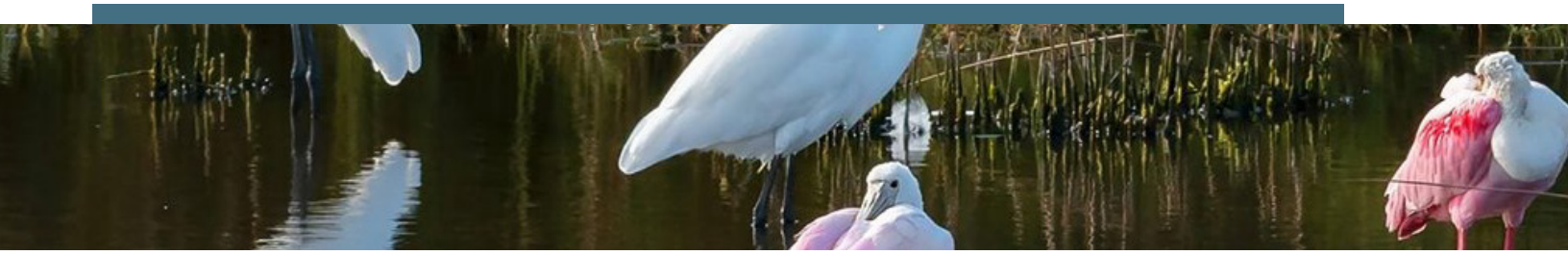
The city is responsible for maintenance dredging of the recreational channels within the City's bayous and those parts of the Anclote River. The federal channel of the Anclote River is maintained by the U.S. Army Corps of Engineers. The city has used its own site and has contracted for private sites to dispose of dredge spoil. The city continues to proactively plan for short-term and long-term dredge disposal sites and strategies to ensure the maintenance of waterways.



QUALITY OF LIFE

The Conservation, Recreation/Open Space, and Lifelong Learning Elements (formerly Public Schools) correspond and align with the following Goals from the "Quality of Life" Focus Area of the Strategic Plan:

- ⇒ **GOAL B.1:** Water Quality Protection (Rivers, Bayous, and Beaches).
- ⇒ **GOAL B.2:** A Healthy Tree Canopy.
- ⇒ **GOAL B.3:** A safe, pedestrian-friendly community.



Conservation

NATURAL RESOURCES

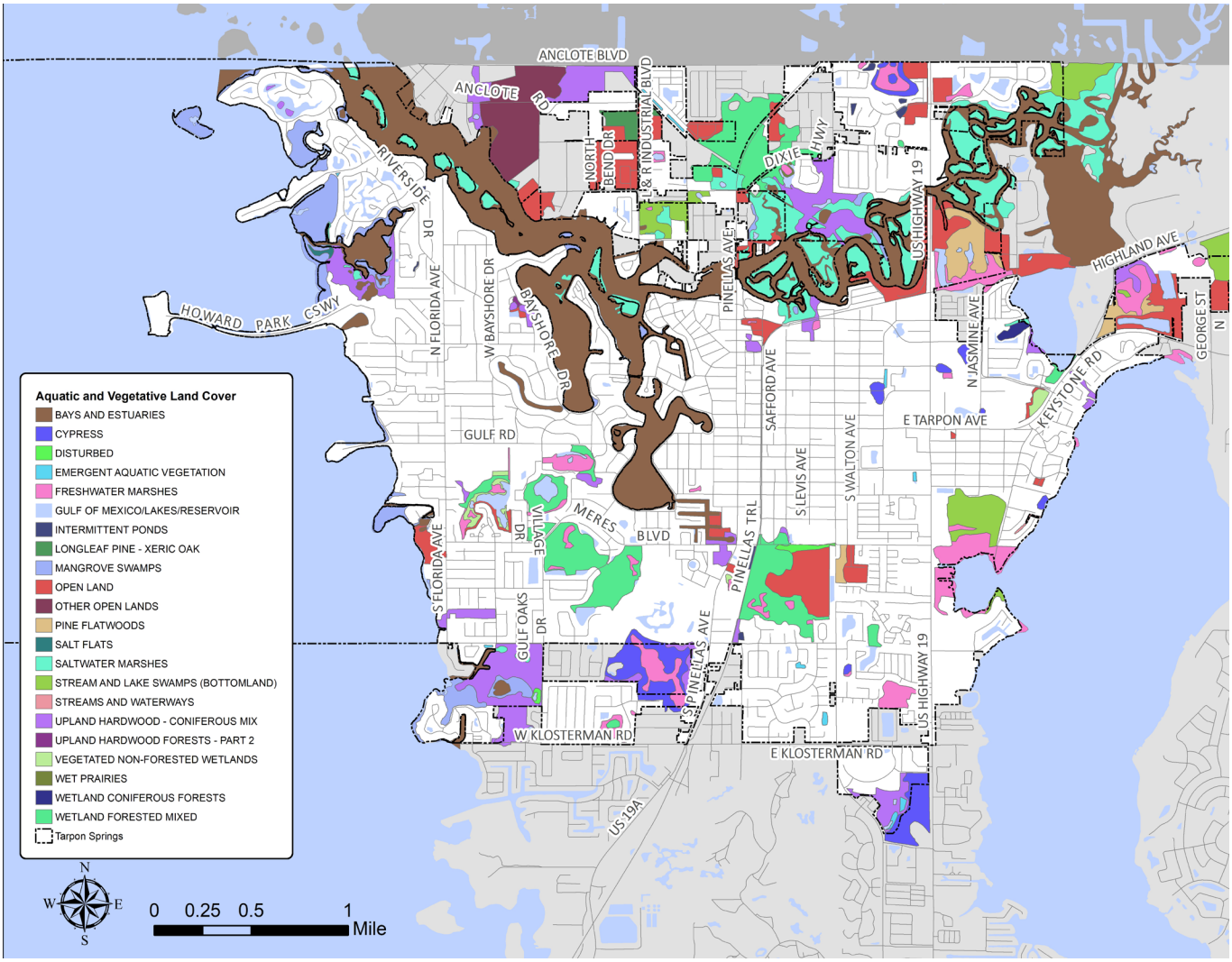
The scarcity of remaining habitat and the secondary impacts of development on remaining habitat over time have created a need to preserve environmentally sensitive areas and conserve remaining natural upland habitat.

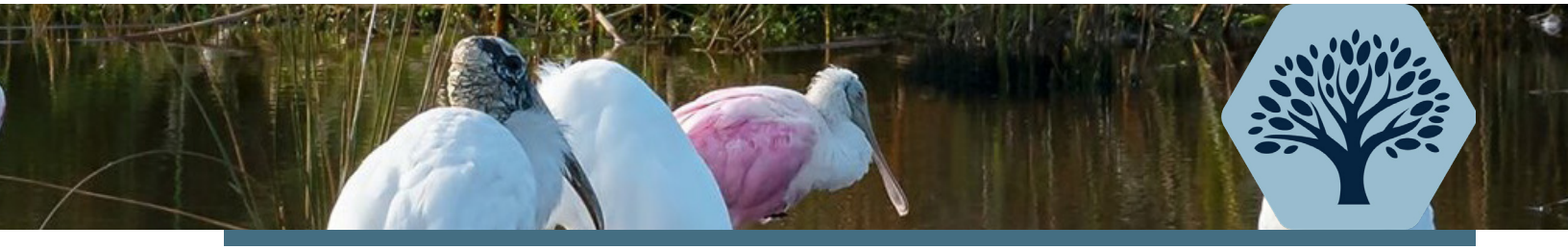
Environmentally sensitive areas include, but are not limited to, floodplains, wetlands, rare vegetative communities, listed species habitat, and areas of significant upland habitat remaining in Tarpon Springs. Using the Florida Land Use and Land Cover and Classification System (FLUCCS) map classifications, significant upland habitat in Tarpon Springs generally includes Scrub and Brushlands, Pine Flatwoods, Longleaf Pine/Xeric Oak, and Hardwood Conifer Mix.

Figure 27 identifies undeveloped land areas by the Florida Land Use Cover and Classification System (FLUCCS) designation.

Examples of protective measures can include, but are not limited to, "clustering" of development rights, setting aside a percentage of upland habitat for preservation, wetland buffers, requiring wildlife impact analysis/mitigation as a part of the development, etc.

FIGURE 27: Florida Land Use Cover & Classification System (FLUCCS)



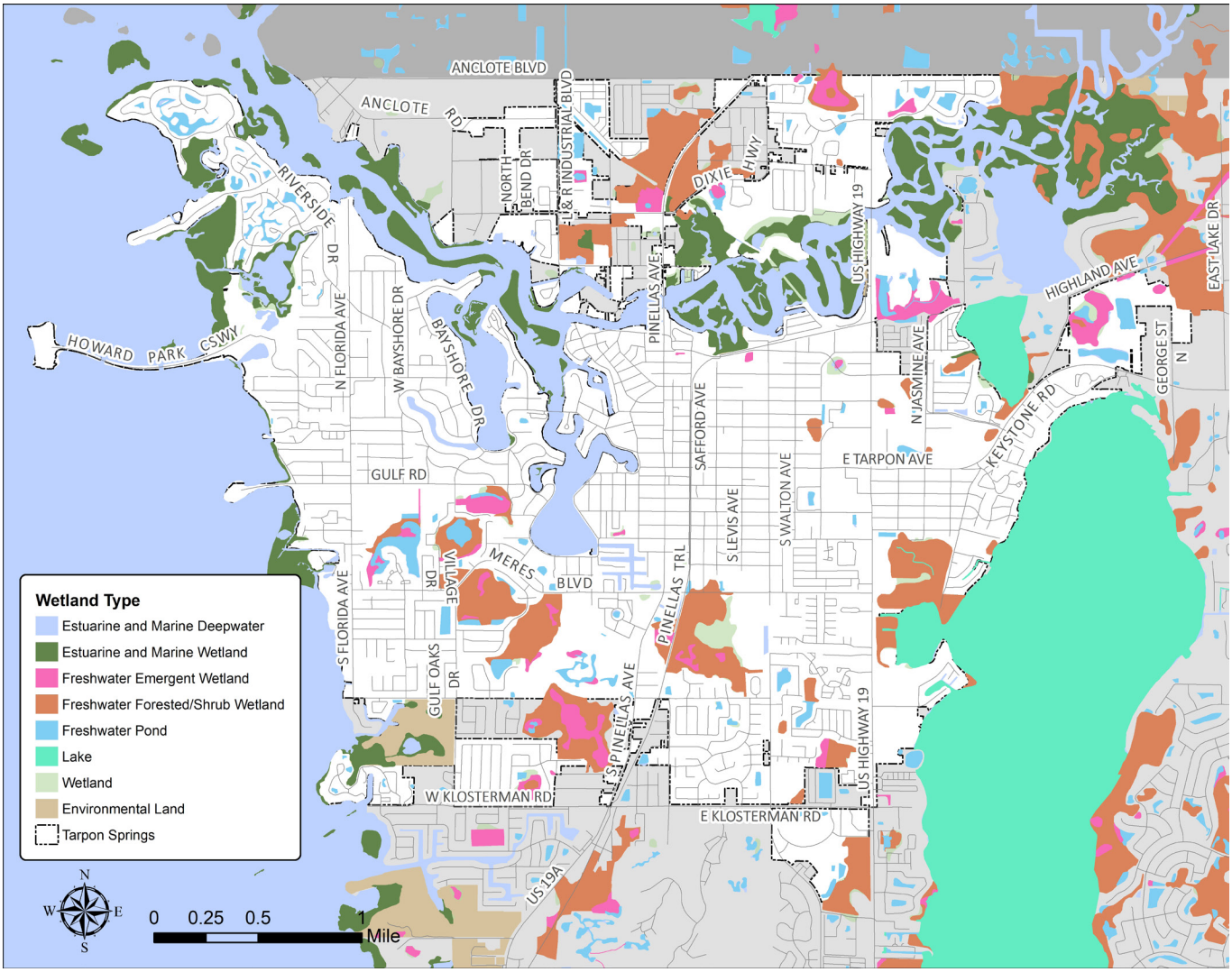


WATER BODIES

Figure 28 includes local surface water bodies, including rivers, bays, and lakes, and marine resources based on 2020 Florida Land Use, Cover & Classification System (FLUCCS) data from the Southwest Florida Water Management District.

The lower Anclote River (western section), St. Joseph's Sound, and Lake Tarpon are part of the Pinellas County Aquatic Preserve, designated in 1972. This preserve is subject to a management plan and regulations enforced by the Florida Department of Environmental Protection (FDEP). Rule 62-302.700, F.A.C also designates the Pinellas County Aquatic Preserve as an Outstanding Florida Water. This rule states: "It shall be the Department policy to afford the highest protection to Outstanding Florida Waters and Outstanding National Resource Waters. No degradation of water quality, other than that allowed in subsections 62-4.242(2) and (3), F.A.C., is to be permitted in Outstanding Florida Waters and Outstanding National Resource Waters, respectively, notwithstanding any other Department rules that allow water quality lowering."

FIGURE 28: Wetland Types

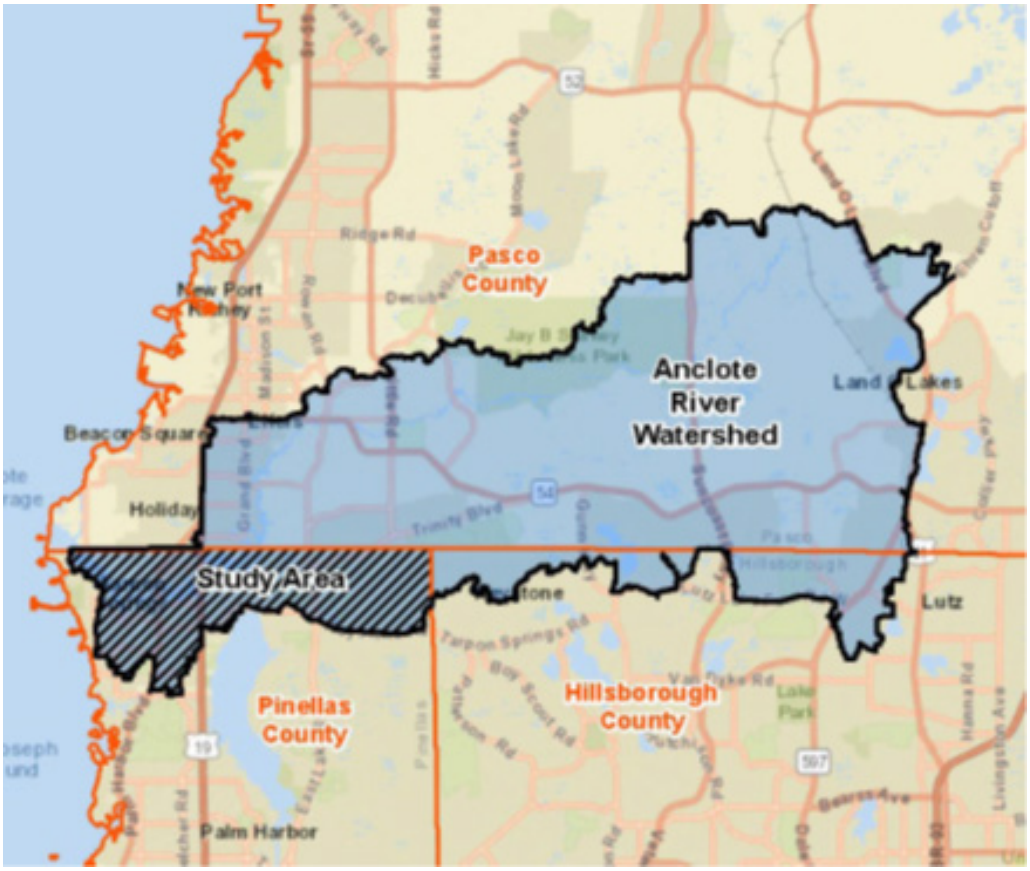


The Clean Water Act requires that the surface waters of each state be classified according to designated uses. Surface waters of the State, which includes Tarpon Springs, are Class III, unless described in rule 62-302.400, F.A.C. Uses associated with these waters include "Fish Consumption; Recreation, Propagation and Maintenance of a Healthy, Well-Balanced Population of Fish and Wildlife."

The Comprehensive Verified List provided by FDEP generally documents "impaired" waters not meeting state water quality standards and awaiting a Total Maximum Daily Load that is developed, adopted, and implemented to reduce pollutants and clean up the water body. The latest Verified List from FDEP dated June 21, 2021 includes portions of the Anclote River Bayou Complex estuary; however, it notes the impairment identified may be due to natural conditions, so assessment is pending further analysis. Lake Tarpon, the Lake Tarpon Canal to the south, other portions of the Anclote River estuary in Pinellas County are also included on the verified list, indicating that they require further assessment to confirm attainment of water quality standards. Notes in the list indicate that these areas are impaired, but are on the study list since there are ongoing restoration activities to address the impairment.

Pinellas County, SWFWMD, and the City collaboratively participate in implementing the Anclote River Watershed Management Plan (2021) to reduce flooding and improve water quality. The Watershed Management Plan includes approximately 9,095 acres of the watershed located in Pinellas County (**Figure 29**)

FIGURE 29: Anclote River Watershed Study Area



The plan analyzes Flood Protection Level of Service (FPLOS) for roadways, evacuation route, arterial and high use roads as well as structures subject to flooding, including critical facilities (government, fire stations, health care, schools and shelters). The analysis identified potential structural flooding for 3,541 structures within the City.

The plan also includes Best Management Practices (BMP) for many areas within the City as well as specific projects to improve flooding conditions, provide bank stabilization, improve water quality conditions and/or enhance natural conditions throughout the watershed.

The Anclote River Watershed Management Plan should be utilized as a reference document when parcels identified in BMP areas are proposed for development in order to further implementation of the watershed management plan.

Lake Tarpon, the largest freshwater lake in the Tampa Bay area, also has a Lake Tarpon Watershed Management Plan implemented by the Southwest Florida Water Management District (SWFWMD) and Pinellas County. The Lake Tarpon Plan summarizes the following primary challenges in the Lake Tarpon watershed, strategies to address those challenges, and indicators of success:

- Challenges:
  - Decline in water quality due to highly urbanized watershed inputs.
  - Imbalanced fish communities.
  - Increased nuisance algal blooms and non-native vegetation.
- Strategies:
  - Providing stormwater treatment to lake inflows.
  - Restoring hydrology and habitat restoration of surrounding wetlands.
  - Providing public education on lake and watershed issues.

- Success Indicators:
  - Increased submerged plant development.
  - Balanced fish communities.
  - Expanded coverage of native plants (Southwest Florida Water Management District (2018) "Lake Tarpon")

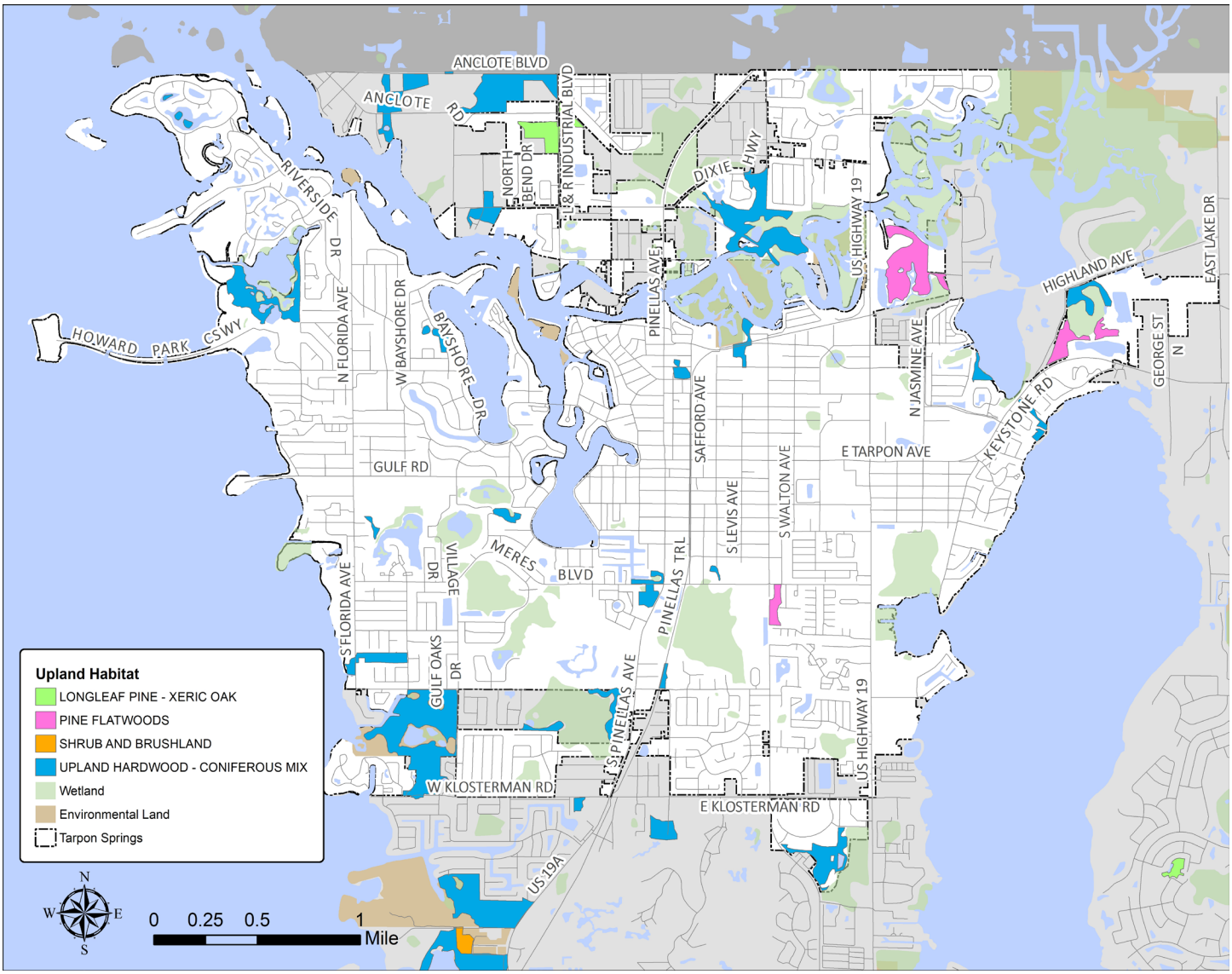
The Lake Tarpon Watershed Management Plan should be used as a reference document when development projects are located within the Lake Tarpon watershed management plan area.

HABITAT

Figure 30 indicates wetlands and upland areas that may be important to support wildlife habitat, according to the FLUCCS 2020 data and wetlands and environmental lands data from the Florida Geographic Information Office. Wetlands and additional freshwater, marine, and estuarine areas are distinguished in **Figure 28**.

There are no significant beach or dune areas in Tarpon Springs. There are small manmade beach areas at Sunset Beach and at Fred Howard Park, which are both too heavily used to represent significant wildlife habitat. Also, these areas were created by dredge and fill operations and are not the result of natural coastal processes. Anclote Key represents the northern extent of the Gulf coast barrier island system and is not proposed for development.

FIGURE 30: Wetland & Upland Areas





WILDLIFE

Table 27 lists these species and their current status with U.S. Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission below.

TABLE 27: Endangered, Threatened, or Species of Special Concern

SPECIES	CURRENT STATUS
Leatherback Turtle *(Dermochelys coriacea)*	Federal Endangered
Atlantic Ridley Turtle *(Lepidochelys kempii)*	Federal Endangered
Atlantic Green Turtle *(Chelonia mydas)*	Federal Threatened
Atlantic Loggerhead Turtle *(Caretta caretta)*	Federal Threatened
Eastern Indigo Snake *(Drymarchon corais couperi)*	Federal Threatened
Wood Stork *(Mycteria americana)*	Federal Threatened
Gopher Tortoise *(Gopherus polyphemus)*	State Threatened
Short Tailed Snake *(Lampropeltis extenuata)*	State Threatened
Least Tern *(Sternula antillarum)*	State Threatened
Southeastern Snowy Plover *(Charadrius nivosus)*	State Threatened
Little Blue Heron *(Egretta caerulea)*	State Threatened
Tricolored Heron *(Egretta tricolor)*	State Threatened
Reddish Egret *(Egretta rufescens)*	State Threatened
American Oystercatcher *(Haematopus palliates)*	State Threatened
Southern Fox Squirrel *(formerly Sherman's Fox Squirrel; Sciurus niger niger)*	State Species of Special Concern

Source: Species identified from the original Analysis and Document for the Tarpon Springs Coastal Planning Area and Conservation Element prepared by Mangrove Systems, Incorporated (Oct 10, 1989) with updates by the City of Tarpon Springs Planning and Zoning Division. Listing status from: Florida Fish and Wildlife Conservation Commission (June 2021) Florida's Endangered and Threatened Species and US Fish and Wildlife Service Environmental Conservation Online System (ECOS): https://ecos.fws.gov/ecp/report/species-listings-by-state?stateAbbrev=FL&stateName=Florida&statusCategory=Listed

WETLANDS

Wetlands occur in and around Tarpon Springs, but are primarily associated with the major waterbodies, Gulf of Mexico, Anclote River, and Lake Tarpon. Isolated wetlands which were once part of a larger system of interconnected wetlands are also present. Wetlands are a type of ecological community which support a variety of plants and wildlife, and are dependent upon hydrologic connection to natural water bodies. In addition to serving as a wildlife and plant habitat, wetlands serve to retain water, regulate the flow of water, filter nutrients, and absorb impacts of flooding and storm surges. Problems associated with the development of wetlands include flooding, loss of aquifer recharge, loss of habitat, loss of impact absorption during storm surges, erosion of roads, structures, and public facilities, and the malfunctioning of septic systems. The City's extent of wetlands is limited, and should be prioritized for protection. The development of wetlands is subject to the jurisdiction of the Army Corps of Engineers, the State Department of Environmental Protection, and SWFWMD. (**See Figures 27 and 28**)

MINERALS & SOILS

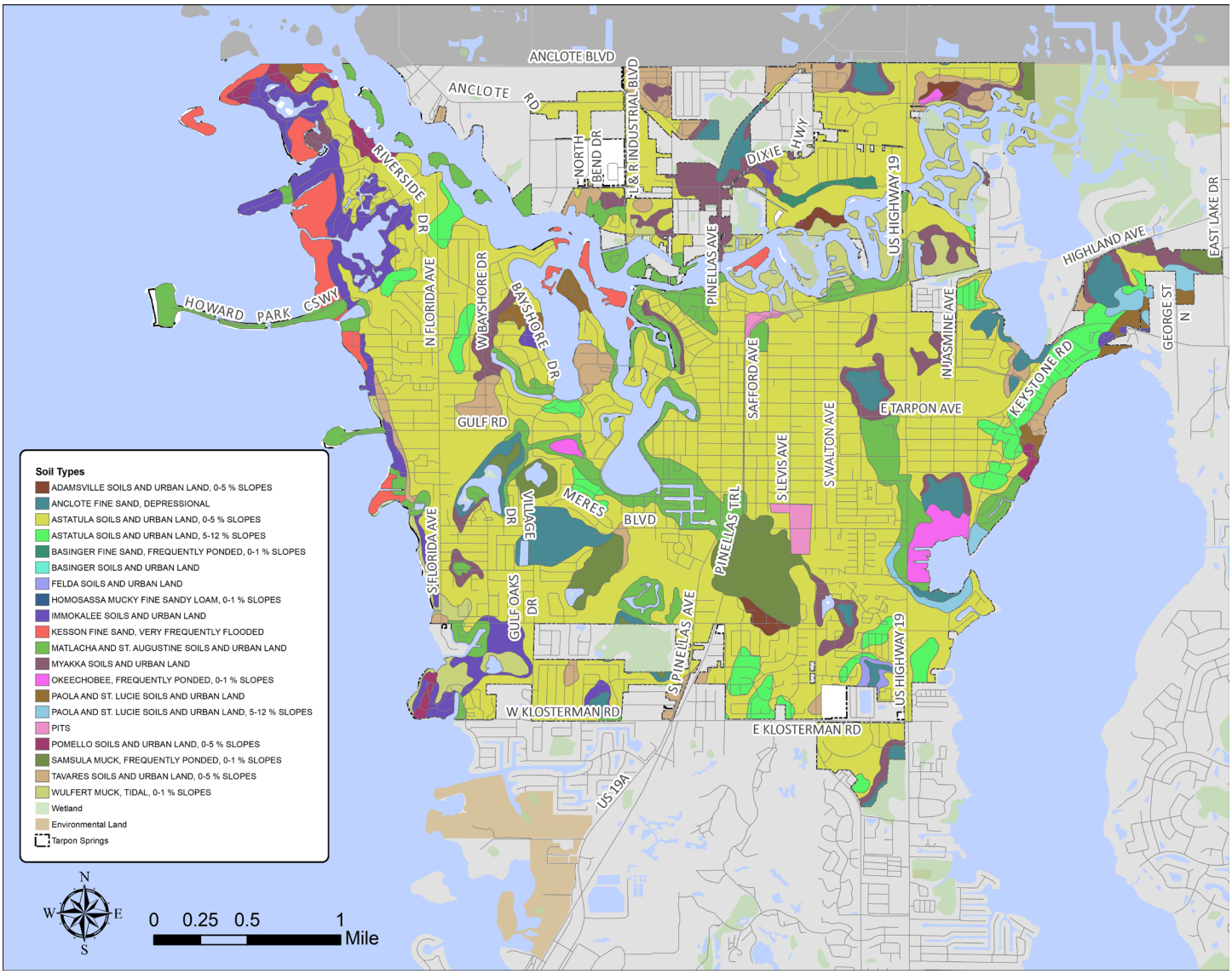
No mineral deposits of commercial value are known to occur within the city.

The northwestern part of Pinellas County is characterized by rolling ridges from 25 to 97 feet above sea level. Although Tarpon Springs has ridges, the majority of the area is low due to the Anclote River drainage basin. The primary challenge with topography is in the design of stormwater handling.

Figure 31 provides a map showing soil associations found in the city. A map showing soil associations can be a useful guide for site selection and planning. Due to past urbanization the majority of Tarpon Springs' soil coverage consists of urban land and is suitable for development. However, management of a specific site will depend upon such details as slope, density, depth, drainage, permeability, and other characteristics.

Tarpon Springs is characterized primarily by the Astatula series, which occur on upland ridges. Soil limitations are slight to moderate. However, areas adjoining wetlands, having previously filled wetlands/submerged land, and shoreline areas present more severe problems.

FIGURE 31: Soils Map



POTENTIAL AREAS FOR CONSERVATION & PRESERVATION

The following local conservation and preservation priorities summarized here are derived from the community engagement for the 2023 Comprehensive Plan update.

- Improving habitat quality of parks, conservation, and open space land was a top priority from the general public and advisory boards/update steering committee for parks, recreation, and open space.
- Improving access and new conservation lands were also priorities for the boards/steering committee, residents, and general public.
- Regarding conservation and natural resource priorities, acquiring new environmentally sensitive lands (habitat, wetlands, etc.) for conservation was a priority for both the general public and advisory boards/update steering committee.
- Maintaining and enhancing tree canopy was also important for the advisory boards and the steering committee.

The Tarpon Springs Strategic Plan completed in 2022 includes the following goal and objectives supporting tree canopy health:

- **Goal B.2:** A Healthy Tree Canopy
  - **Objective B.2.1:** Complete and maintain a tree inventory.
  - **Objective B.2.2:** Reduce urban heat islands and increase shade tree plantings.
  - **Objective B.2.3:** Assess and amend tree preservation ordinances.

As documented in **Figure 30**, the city has very few areas of upland vegetation remaining. Xeric oak and pine located near the coastal area are particularly important for wildlife habitat. Additionally, estuarine salt marsh and mangrove forest which provide wildlife habitat, benefit water quality by filtration of upland runoff, and dissipate wave energy during severe storm events should be preserved. (**Figure 28**).

Specific objectives and policies within the Conservation Element address protecting and improving wetlands and upland habitat.. Previous policies sought protection through a “no net loss” provisions. A new proposed policy will prohibit impacts to all remaining wetlands, regardless of quality or functional status. Additionally, the Future Land Use Element specifies maximum impervious surface and minimum open space standards for areas of significant upland habitat.

RENEWABLE ENERGY & SUSTAINABILITY

In 2023, the City adopted the Sustainability Plan providing a blueprint of current and future sustainability and resiliency initiatives for Tarpon Springs. Additionally, the Strategic Plan also includes the following “Infrastructure” Focus Area Goal and Objectives for a citywide clean energy program:

- **Goal A.1:** A City-Wide Clean Energy Program
  - **Objective A.1.1:** Research, develop, and initiate a City-wide renewable energy plan.
  - **Objective A.1.2:** Expand a City-wide energy efficiency program.







Recreation/Open Space

HISTORY

The city began to grow rapidly after 1905 with the growth of the sponging industry and two concurrent real estate booms. It was also at this time that Tarpon Springs created several parks and recreation facilities, many of which still exist. For recreation, most people wanted to be at the beach, so sunbathing, fishing and other similar activities became popular with tourists that "wintered" in the area.

In the 1920's Sisler Field (currently a ballfield/park of the same name) was built to serve as the spring training facility for the St. Louis Browns. The original field has been added to the present-day facility, which now has four Little League ball fields. Around the same time the Tarpon Springs 18-Hole Golf Course (formerly the Marshall Alworth Golf Course) was built, making it one of the first in Florida.

Sunset Beach and causeway were constructed in 1926. The beach and building were utilized by residents for local dances, receptions and weddings until the pine building burned down in October 1963. In 1994, park renovations were completed to include new picnic shelters, restrooms, fishing platform, a refurbished parking lot, tree plantings, and an informational kiosk about the history and environment of the 8.6-acre park. Sunset Beach continues to be a cherished asset to the Tarpon Springs community.

Many recreation facilities were built as a result of the 1933 New Deal that created the Works Progress Administration, putting to work many unemployed people. Some of the projects included a children's playground at Rotary Park (this facility still exists) and improvements to Craig Park (formerly known as Coburn Park) as well as, for the first time, sanitary outdoor toilets for these facilities.

Some of the recreation activities that became popular in the 1930s included golf tournaments and football games, as well as, various community events held in the various park facilities.

Another facility, built with city funds and donations, was the Tourist Club at Craig Park. The Memorial Stadium was built with funds raised by local service clubs and later turned over to the Pinellas County School Board and used for the Tarpon Springs High School football team, the "Spongers".

Some other early recreation facilities include the present Yacht Club, which was formed in 1949, and the Sunset Point recreation pier. The A. L. Anderson and Fred Howard County Parks are named after former mayors of Tarpon Springs.

TRENDS IN RECREATION

Approximately 120 years have passed since the first Tarponites and visitors to the area participated in recreation activities and in this time the need for facilities has mirrored the population growth of the area.

Regional Trends

According to the 2019 Statewide Comprehensive Outdoor Recreation Plan (SCORP), the resource-based activities (those depending on water and land natural resources) with the highest participation rates in the Central West Florida Area are saltwater beach activities, visits to archaeological and historic sites, wildlife viewing, picnicking, bicycle riding on paved routes, and hiking. The most popular user-oriented activities (generally sports) include fitness walking and jogging and swimming in outdoor pools. Only 10 out of 27 level of service (LOS) standards reviewed for the Central West Florida area in the SCORP exceed the statewide medians.



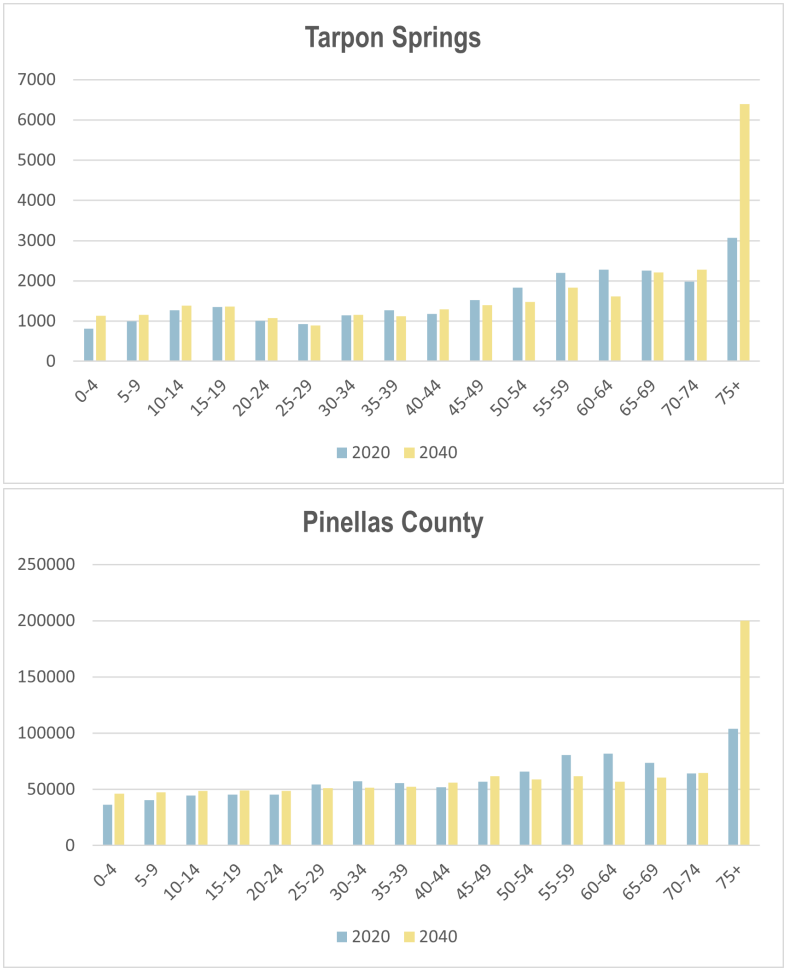
Local Trends

Figure 32 shows age distribution estimates for permanent residents in the city and county between 2020 and 2040. The anticipated increase in the population over 75 years of age for both jurisdictions over the next couple of decades is most notable. Additionally, relative to the County, Tarpon Springs has a slight dip in population for permanent residents in their 20's and early 30's.

The following local parks and recreation preferences summarized here are derived from the community engagement for the 2023 Comprehensive Plan update. These items include those highest ranked by the advisory boards and steering committee.

- Improving habitat, quality of parks, conservation, and open space lands were top priorities from the general public and advisory boards/update steering committee for parks, recreation, and open space. Improving access and new conservation lands were also priorities for the boards/steering committee and residents, and the general public.
- Regarding conservation and natural resource priorities, acquiring new environmentally sensitive lands (habitat, wetlands, etc.) for conservation was a priority for both the general public and advisory boards/update steering committee. Maintaining and enhancing tree canopy was also important for the advisory boards and steering committee.
- Regarding facilities, when asked for the top five most needed parks and recreation facilities in the city, general public survey respondents indicated inclusive playgrounds, swimming facilities, and pickleball as the top three, followed by skateboarding, basketball, soccer, and baseball/softball facilities which all received a similar number of responses. The amenities ranked by the general public as top five in terms of need were restrooms and water fountains, trails, kayak/paddleboard launches, community gardens/orchards, benches, and fishing piers (the last two items received a similar number of responses). Pickleball facilities were also highest ranked by the steering committee.

FIGURE 32: City & County Age Distribution for Permanent Residents



Parks can also meet other community capital improvement priorities, such as flood risk reduction, stormwater management, ecosystem restoration, natural systems and resources, sustainability/resiliency improvements, historic and cultural resource preservation, and economic development.

EXISTING INVENTORY

An important process in planning for recreation and open space facilities involves inventorying the existing facilities. The tables that follow provide an inventory of each category of facility inventoried for this plan. The tables of most concern to this plan are the first two, which depict the City owned parks and open space facilities and the recreational buildings and facilities.

City Owned

The existing City recreation and open space facilities have been inventoried. **Table 28** lists the parks and open space facilities and **Table 29** shows recreational buildings and facilities. Locations of parks and recreation facilities are depicted on **Figure 33**.

TABLE 28: City Owned Parks & Recreation

	FACILITY	ACRES	CLASSIFICATION	LOCATION	AMENITIES
1	Chesapeake Park	0.25	Mini-Park	Royal Dr. & Chesapeake Dr.	Undeveloped, no facilities.
2	Cops & Kids Youth Center Playground	0.5	Mini-Park	555 E. Harrison St.	1 Bicycle Rack; 1 Equipped Play Area; Mini-Gym w/Basketball Half-Court
3	Craig Park	6.8	Neighborhood Park	102 S. Springs Blvd.	1 Equipped Play Area; 10 Picnic Tables; 1 Recreation Bldg.; 1/3 Mile Scenic Walkway; 1 Saltwater Boat Ramp w/1 Lane; 6 Shuffleboard Courts; 2 Lighted Tennis Courts; Restrooms; 1 Floating Dock, 1 Bandshell
4	Ed Dorsett Park	4.5	Neighborhood Park	500 E. Harrison St.	2 Full-Court Basketball; 2 Bicycle Racks; 1 Equipped Play Area; 8 Picnic Tables; 1 Lighted Softball Field; 1 Lighted Tennis Court; 1 Practice Athletic Field; Concession Stand w/ Kitchen Facilities; Restrooms; Cooking Grills
5	Highland Nature Park	6.95	Neighborhood Park	530 Highland Ave.	1 Bicycle Rack; 1 Equipped Play Area; 1/2 Mile Nature Trail; 1 Pedestrian Pier; 3 Picnic Tables; Restrooms; 325 Ft. of Scenic Boardwalk to Lake
6	Legion Park	0.8	Scenic Open Space	North of Ashland Ave.	Undeveloped Wetland Area
7	North Anclote River Nature Park	77	Community Park	55 Old Dixie Highway	2 Equipped Play Areas; 3 Bicycle Racks; Nature Walk Trails; 2 Restroom Areas; 1 Fishing Pier; Observation Deck; Pinellas Co. Bike Trail; 1 Canoe Landing Area; 15 Picnic Tables; Parking Facilities; ADA Accessible
8	Oak Leak Village Playground	1.05	Mini-Park	Vermont Ave.	1 Equipped Play Area; 5 Picnic Tables
9	Richard Ervin Park	0.86	Mini-Park	1700 Richard Ervin Pkwy.	4 Picnic Tables; 2 Shelters; (Boat Ramp Currently Closed Indefinitely)
10	Riverside Park	4.9	Neighborhood Park	833 Riverside Dr.	1 Equipped Play Area; 1 Football/ Soccer Lighted Field; 2 Picnic Tables; 4 Lighted Tennis Courts; Restrooms; Concession

**Facilities shared with City through leases*
Source: Information from Various City Departments, Pinellas County GIS (Acreage estimated using Pinellas County GIS aerial data)

TABLE 28: City Owned Parks & Recreation

	FACILITY	ACRES	CLASSIFICATION	LOCATION	AMENITIES
11	Rotary Park	2.88	Community Park	400 S. Banana St.	1 Lighted Softball Field; Restroom; 1 Basketball Court
12	Sisler Field	7.5	Community Park	711 Meres Blvd.	4 Lighted Little League Baseball Fields; 2 Concession Areas; Batting Cages; Restrooms; 1 Equipped Play Area
13	Sunset Beach Park	11.3	Neighborhood Park	1800 Gulf Rd.	2 Bicycle Racks; 320 Ft. Saltwater Beach Area; 9 Shelters; 23 Picnic Tables; 1 Beach Volleyball Court; Boat Ramp; Cooking Grills; 1 Equipped Play Area; Scenic-Overlooking Platform; 1 Equipped Play Area
14	Tarpon Springs Elementary*	2.6	Neighborhood Park	525 N. Disston Ave.	1 Basketball Court; 1 Equipped Play Area
15	Tarpon Springs High School*	9.85	Neighborhood Park	1411 Gulf Rd.	1 Lighted Baseball Field; 2 Basketball Courts; 1 Football/Soccer Field; 3 Tennis Courts; Open Play Field/Area
16	Tarpon Springs Middle School*	6	Neighborhood Park	500 Florida Ave.	2 Basketball Courts; 1 Bicycle Rack (compound); 1 Playground Field
17	Tarpon Springs Sports Complex/Discovery Playground	22.7	Community Park	150 Jasmine Ave.	3.5 Football/Soccer Fields; 2 Sets of Restrooms; 2 Concession Stands; Bleachers; Announcer's Booth; Discovery Playground; 2 Equipped Play Areas (1 for Tots, 1 for Older Children); 5 Picnic Tables
18	Tarpon Springs Dog Park/Splash Park	1.3	Dog Park	Live Oak	5 benches; Dog Water Fountain; Fire Hydrant; Dog Waste Bag Stations; Separate Fenced Areas for Large and Small Dogs. / Splash Pad, 1 Equipped Play Area; 1 Covered Pavilion; 1 Stage Area; 7 Picnic Tables; 8 Benches; 2 Cooking Grills; Restroom; Parking Lot; Kayak Launch
19	Exercise Park/ Pickleball Courts	2.68	Neighborhood Park	Safford Ave.	1 Bench; Exercise Equipment; 2-4 Pickleball Courts (Under Development)
20	Lake Tarpon Dock	100 ft.	Fish/Lake Viewing Dock	Lake Tarpon Ave.	Lake Fishing/Viewing Pier; Pedestrian Pier
21	Trentwood Playground	0.195	Mini-Park	1104 Windsor Hill Way	1 Equipped Play Area; Picnic Table
22	Gulf Beach Park	1.54	Scenic Open Space	West End of Gulf Beach Blvd.	Scenic Gulf Waterfront Area
23	Phillips Road Water Access	0.25	Future Boat Launch	Phillips Rd. & Riverside Dr.	Vacated ROW w/Anclote River (shallow water) Access
	TOTAL	**172.405 Acres +100 Feet**			

**Facilities shared with City through leases*
Source: Information from Various City Departments, Pinellas County GIS (Acreage estimated using Pinellas County GIS aerial data)

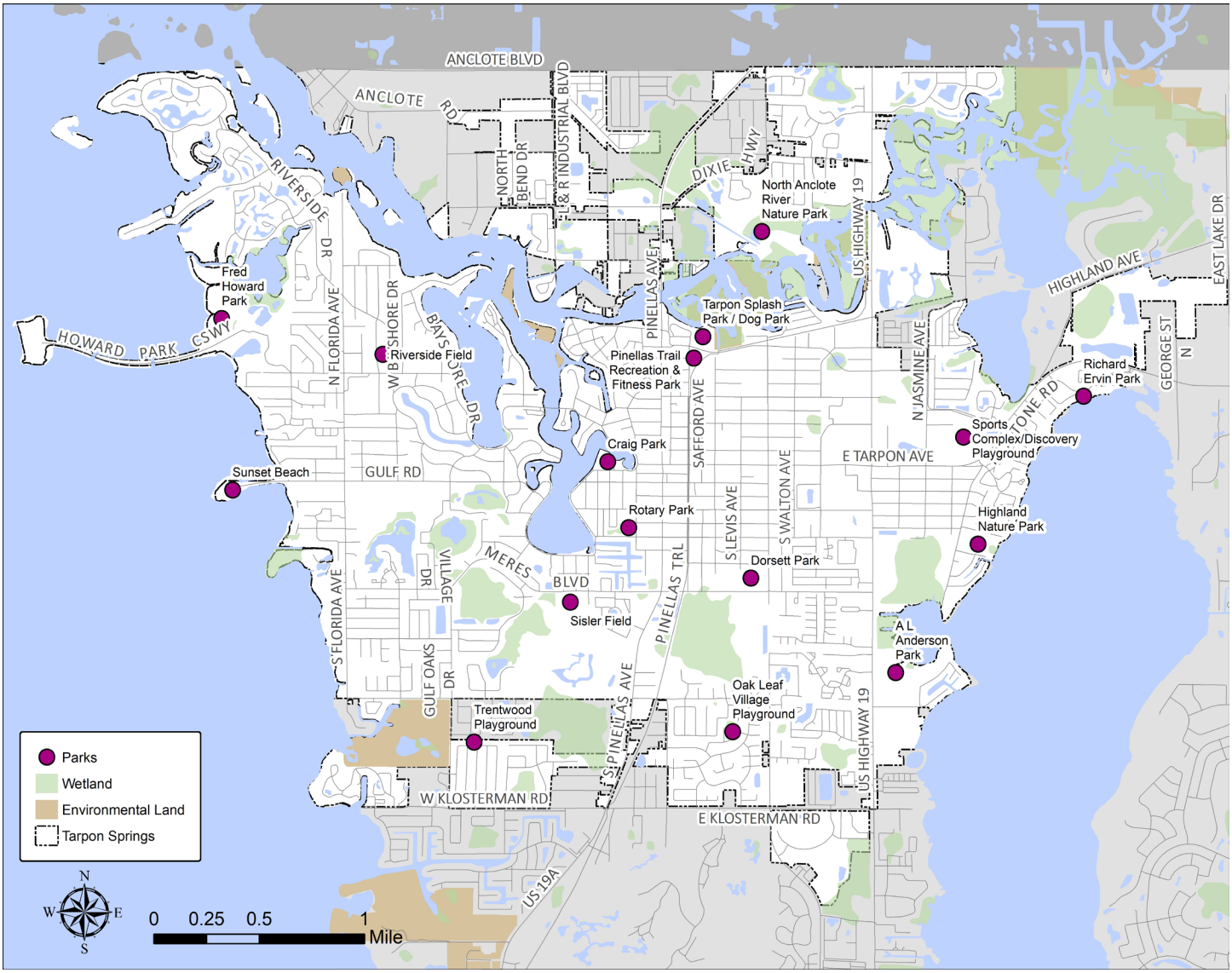
TABLE 29: City Owned Recreational Buildings & Facilities

	FACILITY	ACRES	CLASSIFICATION	LOCATION	AMENITIES
2	Cops & Kids Youth Center	0.17	Special Purpose/ Mini-Park	555 E. Harrison St.	1/2 Basketball Court; Kitchen; Conference Room; Equipped Play Area; Bicycle Rack; Restrooms
3	Craig Park	6.8	Special Purpose	5 Craig Park Dr.	Recreational center; Bandshell; Restrooms
24	Tarpon Springs Marina	0.9	Special Purpose	100 Dodecanese Blvd.	19 Sponge Boats
25	Tarpon Springs Cultural Center	0.22	Special Purpose	101 S. Pinellas Ave.	Historical & Cultural Exhibit; Meeting Rooms; Auditorium; Restrooms
26	Tarpon Springs Golf Course	112.89	Special Purpose	1310 S. Pinellas Ave.	1 - 18-Hole Regulation Public Golf Course; Driving Range; Concessions; Clubhouse; Chipping & Putting Practice Areas; Restrooms
27	Tarpon Springs Library	0.55	Special Purpose	138 Lemon St.	Meeting Rooms; Educational Resources; Internet Access; Restrooms
28	Union Academy	1.06	Special Purpose	401 E. MLK Jr. Dr.	Citizens Alliance for Progress (CAP) Headquarters; Social & Eductional Programs; After School Care; Meeting Rooms; Restrooms
29	Walton Ave Community Center	2.2	Special Purpose	400 S. Walton Ave.	Meeting Rooms; Hall Kitchen; Restrooms
30	Gymnasium at Community Center	0.25	Special Purpose	400 S. Walton Ave.	Gym (Basketball, Volleyball, Work-Out); Game Room; Weight Room; Built in 2001
TOTAL		**125.04 ACRES**			

Updated 12/31/2023



FIGURE 33: Parks & Recreation Facilities





Other Jurisdictions & Private Facilities

Tables 30 cover the facilities handled by other jurisdictions. Although not all inclusive, **Table 30** lists parks and open spaces owned and managed by other jurisdictions, such as the State of Florida, Pinellas County, Pasco County, as well as, the Pinellas County School Board. Locations of parks and recreation facilities are depicted on **Figure 33**.

When new development proposals are evaluated (such as apartments, planned developments, subdivisions, etc.), onsite recreation facilities may be required based upon existing deficiencies, location, and project size.

TABLE 30: Other Jurisdictions Parks & Open Space

FACILITY	ACRES	CLASSIFICATION	OWNED/MANAGED	LOCATION	AMENITIES
A.L. Anderson Park	128	Urban Regional Park	Pinellas County	Between Tarpon Lake & US 19 N. off Tookes Rd.	2 Equipped Play Areas; 500 ft. Freshwater Boardwalk/ Catwalk; 1 Freshwater Boat Ramp w/6 Lanes; 500 ft. Nature Study/Walking Trail; 220 Picnic Tables; 9 Shelters
Anclote Key State Park & Aquatic Preserve	567	Regional Park	State of Florida	Off the Coast of Anclote/Holiday Areas. Accessible by Boat Only.	$4^{3}/_{4}$ Miles Saltwater Beach Area; Primitive Campsite w/ Grills, Table, & Pit Toilets
Anclote River Park	29	Community Park	Pasco County	Pasco County	2 Historical/Archaeological Sites/Structures; 400 ft. Saltwater Beach Area; 1 Saltwater Boat Ramp w/4 Lanes; 2 Shelters
Fred Howard Park	155	Urban Regional Park	Pinellas County	1700 Sunset Dr.	1 Baseball/Softball Field; 2 Equipped Play Areas; 175 Picnic Tables; 750 ft. Saltwater Beach Area; 2,400 ft. of Saltwater Causeway; 9 Shelters
Lime Street Park	0.30	Mini-Park	Tarpon Springs Housing Authority	406 Lime St.	1 Equipped Play Area
Pinellas Trail	2.5 Miles	Special Purpose/ Linear Park	Pinellas County	N/A	3 Mile Recreation Trail for Bicycle/Walking/Skating (Asphalt Paved Old Railroad ROW)
Pinellas Trail Extension(s)	N/A	Special Purpose/ Linear Park	Pinellas County	N/A	Multiple Projects - “Elfers Spur”, etc. (Proposed Facility)
Sunset Hills Elementary	3.67	Neighborhood Park	Pinellas County School Board	1513 Gulf Rd.	1 Basketball Court; 1 Equipped Play Area
Tarpon Springs Elementary		Community Park	Pinellas County School Board	525 N. Disston Ave.	1 Basketball Court; 1 Equipped Play Area
Tarpon Springs High School		Community Park	Pinellas County School Board	1411 Gulf Rd.	2 Baseball/Softball Fields; 2 Basketball Courts; 1 Football/ Soccer Field; 1 Multipurpose Playing Field; 3 Tennis Courts
Tarpon Springs Middle School		Neighborhood Park	Pinellas County School Board	500 N. Florida Ave.	2 Basketball Courts; 1 Bicycle Rach (compound); 1 Softball Field; 1 Track

Source: Information obtained from various City of Tarpon Springs departmental reports/listings.

Water Access Inventory

An inventory of water access sites, is listed in **Table 31**. This inventory includes rights-of-way which are undeveloped and/or lacking functional access.

TABLE 31: Inventory of Water Access Sites

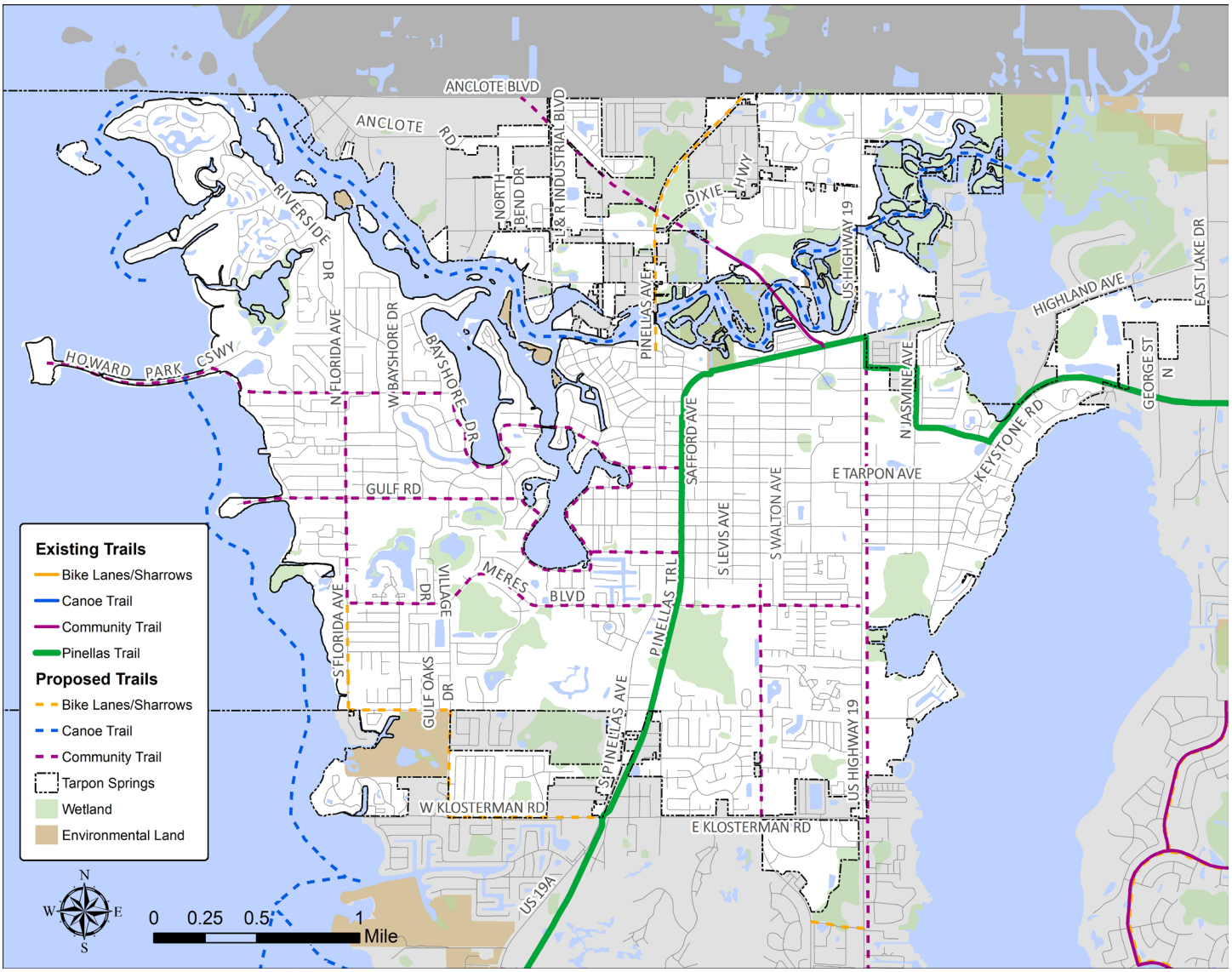
STREET NAME	DESCRIPTION	WATER BODY ACCESSED
Athens Street	30' of ROW	Sponge Docks
Beach Drive	60' of ROW	Gulf of Mexico
Beekman Lane	40' of ROW	Craig Park
Cleveland Place	35' of ROW	Inness Bayou
Coburn Drive	25' of ROW	Gulf of Mexico
Disston Avenue	60' of ROW	Anclote River
Dodecanese Boulevard	50' of ROW	Sponge Docks
Florida Avenue	63' of ROW	Anclote River
Grand Central Drive	45' of ROW	Gulf of Mexico
Grand View Drive	60' of ROW	Lake Tarpon
Gulf Beach Boulevard	50' of ROW	Gulf of Mexico
Gulf Road	33' of ROW	Contains a Paved City Street
Hibiscus Avenue	40' of ROW	Sponge Docks
Hope Street	50' of ROW	Sponge Docks, Waterfront Viewing
Imperial Drive	30' of ROW	Kreamer Bayou & Anclote River
Lagoon Road	60' of ROW	Lake Tarpon
Lake Boulevard	40' of ROW	Tarpon Bayou
Lake Tarpon Avenue	50' of ROW	Lake Tarpon
Lucille Drive	60' of ROW	Kreamer Bayou
Meyer Lane	16' of ROW/20' of ROW	Lake Tarpon
Phillips Road	60' of ROW	Anclote River
Riverview Drive	15' of ROW	Anclote River
Roosevelt Boulevard	50' of ROW	Sponge Docks
Safford Avenue	60' of ROW	Anclote River
Sunset Drive	40' of ROW	Gulf of Mexico
Tallahassee Drive	20' of ROW	Gulf of Mexico
TOTAL	**26 Access Sites**	



The Pinellas Trail

Besides making great use of an otherwise underutilized ribbon of land, the Pinellas Trail within the city provides a recreational, as well as, utilitarian way to get around town. Bicyclists, pedestrians, roller skaters, and rollerbladers and other micro-transit users utilize the trail. Schools, restaurants, retail shops, cultural centers as well as other amenities exist alongside the Trail and are accessible by this corridor. The location of this trail in Tarpon Springs and other major trails is shown in **Figure 34**.

FIGURE 34: Existing Trails & Bicycle/Pedestrian Routes



PARKS CLASSIFICATION & LEVEL OF SERVICE

Mini-parks/Equipped Play Areas/Tot Lots, Neighborhood Parks, and Community Parks provide three categories for parks classification suited to the localized nature of parks planning at the municipal level. These park types are defined below:

- **Mini-Park:** Small parks with limited activity that typically provide seating, landscaping, and potentially a playground, tot lot, community garden, or other passive recreation opportunity.
- **Neighborhood Park:** Area for more intense recreational activity relative to the mini-park. These parks are usually accessible on low-traffic streets that are easy to walk and bike.
- **Community Park:** This type of facility provides a variety of program and facility opportunities to all individuals and families in the service area. Some of the types of facilities provided at these parks are ball fields, tennis courts, play areas, picnic areas, multipurpose courts, recreation buildings, sports fields, and nature walks (trails). These parks are typically accessible from major streets.

Another aspect of each facility to consider when evaluating the Level of Service of park facilities is the service radius. Each type of facility is assigned a radius to which the facility provides service, as shown in **Table 32**:

TABLE 32: Parks Classifications

FACILITY TYPE	SERVICE RADIUS	ACREAGE RANGE	ACRES PER 1,000 IN POPULATION	POPULATION SERVED
Mini-Park	Under 1/2 Mile	1/4 - 2	0.8	500 - 2,500 people
Neighbohood Park	1/2 Mile	2 - 10	1.0	5,000 people
Community Park	3 miles	10+	1.5	12,500 people

Tables 33 and 34 provide the level of service standards for accessibility and facility type.

TABLE 33: Level of Service Standards - Accessibility

FACILITY TYPE	ACCESS LEVEL OF SERVICE STANDARD
Mini-Park or Neighborhood Park	1/2 Mile or Less from Existing Residential Development
Community Park	3 Miles or Less from Existing Residential Development

Note: The City may include regional parks in meeting community park level of service standards. The City may also include private recreation space in meeting level of service standards.

TABLE 34: Level of Service Standards - Recreational Facilities

FACILITY TYPE	LEVEL OF SERVICE STANDARD
Baseball	1 Diamond / 6,750 Persons
Basketball	1 Court / 2,600 Persons
Boat Launching	1 Boat Ramp / 6,750 Persons
Football/Soccer	1 Field / 3,333 Persons
General Play	1 Equipped Play Area / 1,250 Persons
Little League Baseball	1 Field / 5,000 Persons
Nature Study	1 Mile of Trail / 10,000 Persons
Softball	1 Field / 10,000 Persons
Tennis	1 Court / 2,000 Persons
Volleyball	1 Court / 6,000 Persons
Mini-Park	0.8 Acres / 1,000 Persons
Neighborhood Park	1.0 Acres / 1,000 Persons
Community Park	1.5 Acres / 1,000 Persons

Note: The City may include regional parks in meeting community park level of service standards. The City may also include private recreation space in meeting level of service standards.

As outlined in the Recreation/Open Space Element's policy ROS 1.2.1, upon adoption of a parks and recreation master plan the level of service standards outlined in **Tables 32, 33, and 34** will be superseded by the master plan policies.

LEVEL OF SERVICE NEEDS ANALYSIS

In proposing a remedy of an existing or future deficit the availability of potential sites, funding, community input and location of a proposed facility must be considered.

Tables 35 and 36 outline the acreage and facility future needs based on the current level of standards. Upon the adoption of a parks and recreation master plan, these needs will likely be altered.

TABLE 35: Recreational Site Acreage Needs

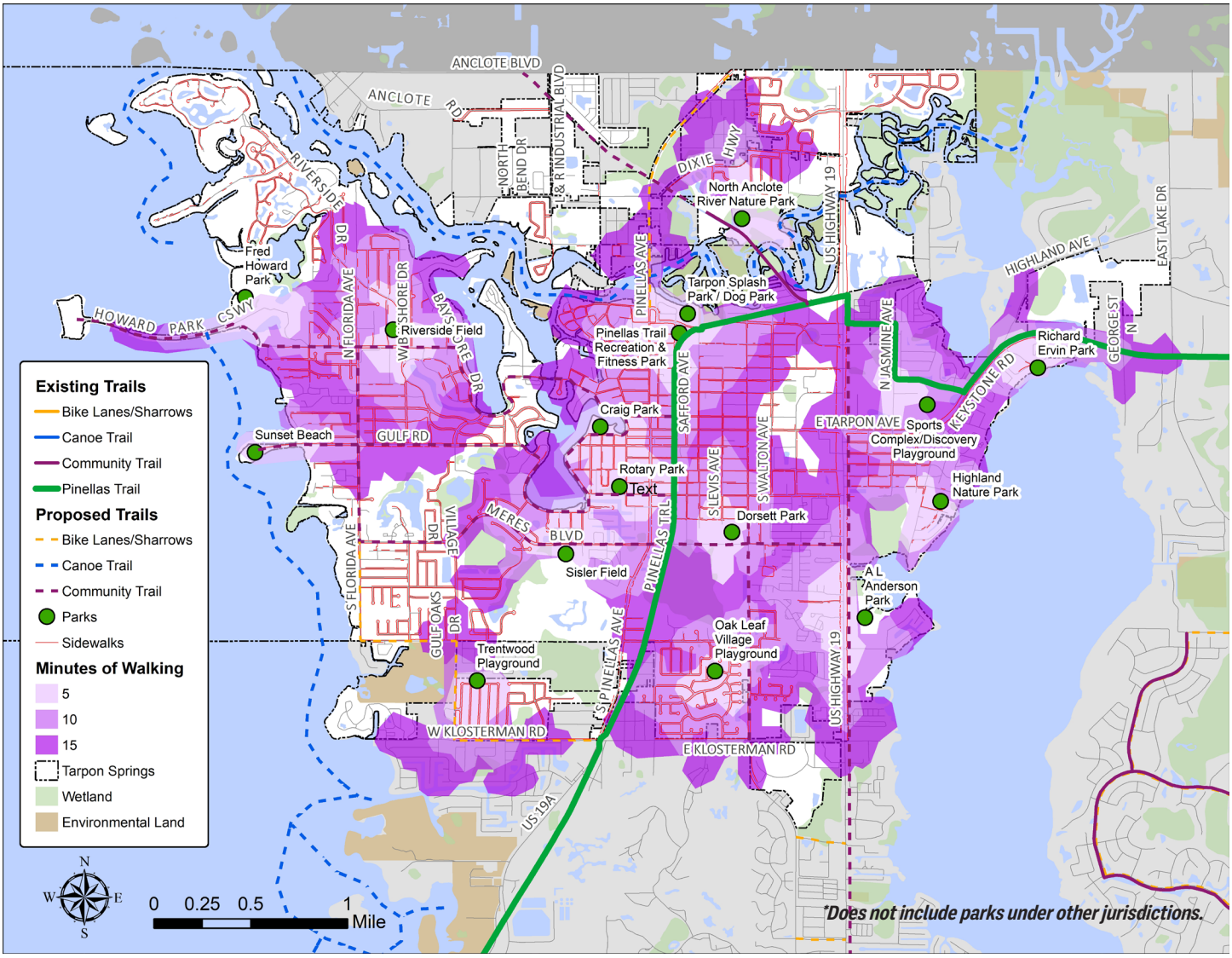
FACILITY	LOS STANDARD (ACRES/1,000 PERSONS)	CURRENT STATUS (ACRES)	DEFICITS (ACRES)			
			2010 23,484 POPULATION	2020 25,117 POPULATION	2030 27,150 PROJECTED POPULATION	2040 28,465 PROJECTED POPULATION
Mini-Park	0.8	7.8	-10.99	-12.29	-13.92	-14.97
Neighborhood Park	1.0	66.82	No Deficit	No Deficit	No Deficit	No Deficit
Community Park	1.5	94.46	No Deficit	No Deficit	No Deficit	No Deficit

TABLE 36: Recreational Facility Needs

FACILITY	LOS STANDARD	CURRENT STATUS	DEFICITS			
			2010 23,484 POPULATION	2020 25,117 POPULATION	2030 27,150 PROJECTED POPULATION	2040 28,465 PROJECTED POPULATION
Baseball	1 Diamond / 6,750 Persons	3 Fields	-0.48	-0.72	-1.02	-1.22
Basketball	1 Court / 2,600 Persons	9 Courts	-0.03	-0.66	-1.44	-1.95
Boat Launching	1 Boat Ramp / 6,750 Persons	2 Ramps	-1.48	-1.72	-2.02	-2.22
Football/Soccer	1 Field / 3,333 Persons	6 Fields	-1.05	-1.54	-2.15	-2.54
General Play	1 Equipped Play Area / 1,250 Persons	18 Equipped Play Areas	-0.79	-2.09	-3.72	-4.77
Little League Baseball	1 Field / 5,000 Persons	4 Fields	-0.70	-1.02	-1.43	-1.69
Nature Study	1 Mile of Trail / 10,000 Persons	2.13 Miles	-0.22	-0.38	-0.59	-0.72
Softball	1 Field / 10,000 Persons	1 Field	-1.35	-1.51	-1.72	-1.85
Tennis	1 Court / 2,000 Persons	10 Courts	-1.74	-2.56	-3.58	-4.23
Volleyball	1 Court / 6,000 Persons	1 Court	-2.91	-3.19	-3.53	-3.74

The access level of service standard assessment determines how much of existing residential areas are within the service area radius for the mini/neighborhood park and community parks, with routes and distance to calculate service area based on the transportation network. **Figure 35** indicates areas with and without adequate coverage.

FIGURE 35: Parks & Recreation Level of Service Accessibility



RECOMMENDATIONS

In order to have recreational facilities keep pace with growth within the city, the Level of Service is applied to the population to determine what facilities are needed to satisfy existing and future needs. This process has been performed for the short-term planning period as well as the long-term (through 2040).

The result of this forecasting of future needs is incorporated into the Goals, Objectives and Policies that will guide the direction that the City's Recreation and Open Space development will take.

1 Parks and Recreation Master Plan

The City shall develop a Parks and Recreation Master Plan to determine what new facilities the population will use and enjoy as well as determine what neighborhoods are relatively underserved by parks and recreation facilities. The current LOS framework shows some deficiencies, but that framework is outdated and should be reevaluated with the development of the Parks and Recreation Master Plan.

2 Bicycle Facilities

Since Tarpon Springs is fortunate enough to have a major bicycle trail, the Pinellas Trail, bisecting its limits, there exists an exceptional opportunity to further develop this network to serve the entire bicycling community. Policies are proposed to maximize trail advantages in serving the residents, visitors and business community.

These policies will facilitate the final design and construction of extensions to the Pinellas Trail to form a bikeway network; minimize traffic conflicts on the current trail facilities as well as on all future facilities; increase on-road bicycle lanes through retrofitting of existing roads with expanded shoulders where feasible; and encourage placement of bike racks, benches, rest facilities and lockers in appropriate locations throughout the City.

3 Location for Future Facilities

A general policy addresses the location of future facilities to be in areas that lack recreation opportunities. The city will also encourage provisions for effective private recreational facilities to be built within planned communities, subdivisions, condominiums and apartment complexes.

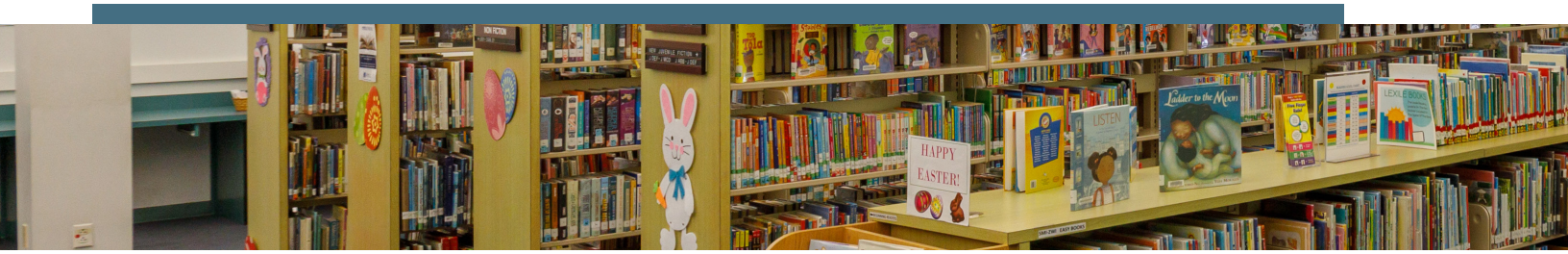
4 Anticipated New Facilities

The City is considering the opportunity to redevelop the existing landfill site (capped) into a major recreational facility.

5 Economic Development

A major objective of the City is to promote economic development through cultural tourism by way of partnerships between commercial recreation providers and the City. Among the ways to achieve this are to develop programs, policies and partnerships between the City and commercial recreation providers.


TARPON
SPRINGS



Lifelong Learning

Historically, comprehensive planning as it has related to education has focused on coordination with the Pinellas County School Board with respect to school siting, capacity, and shared use of facilities. In 2005, the Florida Legislature mandated school concurrency to ensure the availability of sufficient public school seats for the estimated number of students prior to the approval of residential plats/site plans and the consideration of the impact of land use decisions on school capacity. In 2011, statutory requirements were revised to remove the mandate for school concurrency. Currently, the City of Tarpon Springs coordinates with the School Board through the Forward Pinellas School Transportation Safety Committee and the annual review of the School District's Five Year Facilities Work Program and Plant Survey.

The Lifelong Learning Element is intended to build on previous public educational facilities planning and coordination by incorporating a broader consideration of lifelong education and its relationship to individual and community well-being. The Pinellas County School Board is the primary provider of public school education in Tarpon Springs, and a major trip generator influencing traffic and transportation patterns. The Pinellas County School Board system and other public and private educational facilities provide opportunities for our citizens to grow and prosper from youth to older adulthood.

Figure 36 shows the locations of the public and private schools and St. Petersburg College.

PINELLAS COUNTY PUBLIC SCHOOLS

- Sunset Hills Elementary School
- Tarpon Springs Elementary School
- Tarpon Springs Fundamental Elementary School
- Tarpon Springs Middle School
- Tarpon Springs High School
- St. Petersburg Collegiate High School Northern Pinellas

PRIVATE SCHOOLS

- Christian Way Academy - Preschool and Kindergarten
- Saint Nicholas Greek Orthodox Preschool
- St. Ignatius Early Childhood Center
- Gospel Train Preschool

ST. PETERSBURG COLLEGE - TARPON SPRINGS CAMPUS

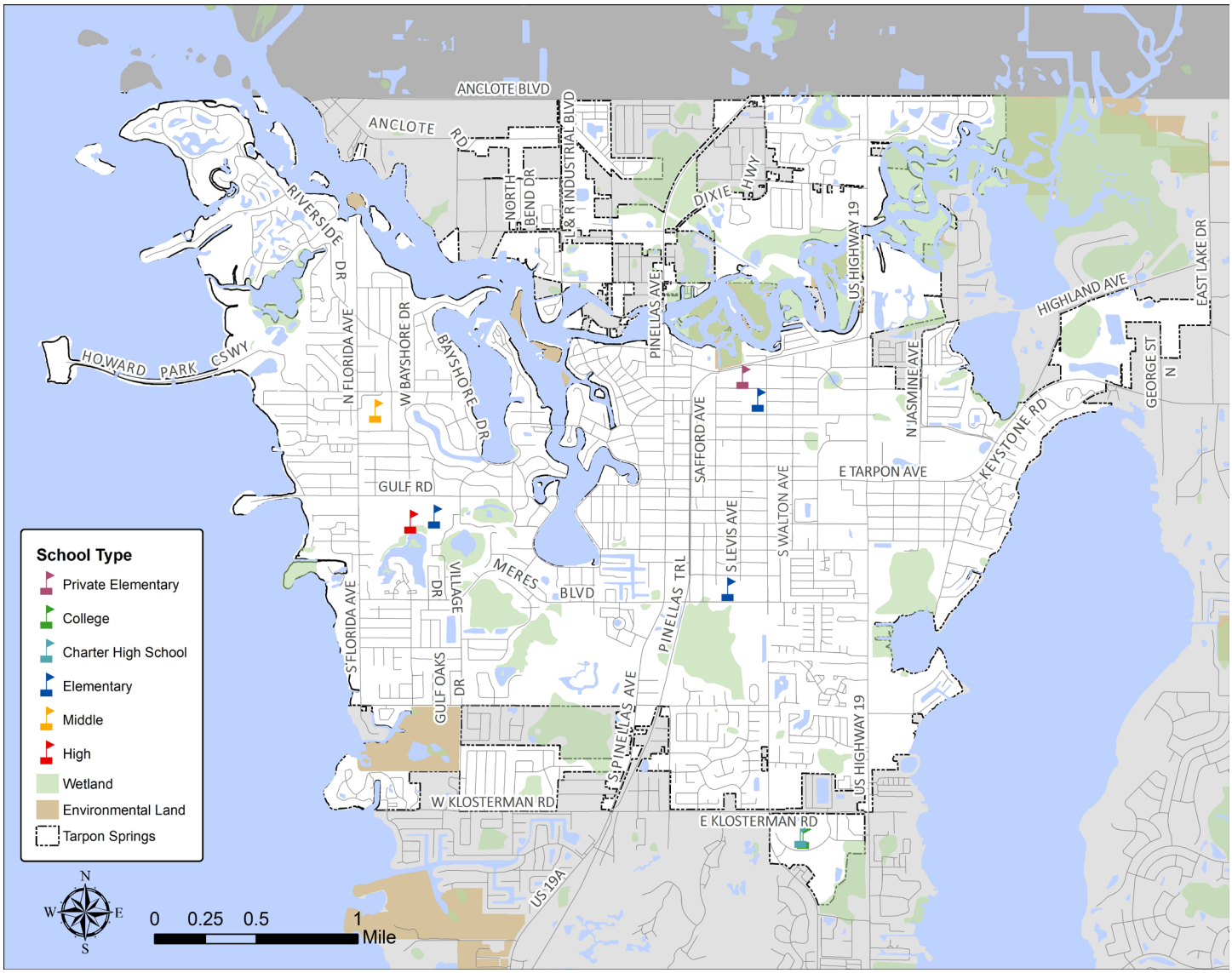
- St. Petersburg College offers more than 200 degree and certificate programs, as well as many high-demand, high-skill, industry-recognized workforce certifications and university transfer options.

PUBLIC EDUCATIONAL RESOURCES

- **Union Academy Family Center**
  The Union Academy Family Center provides a number of youth and community programs and services, including an after school program for K-12 students providing homework assistance, test preparation, and tutoring by State certified teachers; a summer academic enrichment program providing creative, education, and recreational opportunities; Parent Academy workshops focusing on Academic Success, Parenting and Advocacy, and Personal & Individual Growth; Youth Leadership and Career Club for ages 9 - 17, participate in career exploration and have the opportunity to develop leadership skills; Boys to Men, a holistic mentoring program for boys ages 8-18; and a kindle book club for grades K-8.
- **Tarpon Springs Library**
  As part of the Pinellas County Library Cooperative, the Tarpon Springs Library offers a wide array of resources to adults, youths, and seniors, including job search and career resources, classes, technology instruction, and online learning tools.



FIGURE 36: Schools





CULTURE, HERITAGE, & PRESERVATION

The Historic and Cultural Resources Element directly corresponds and aligns with the following Goals from the "Culture, Heritage and Preservation" Focus Area of the Strategic Plan:

⇒ **GOAL C.1:** Protect the city's unique cultural heritage and identify

⇒ **GOAL C.2:** SMART growth and redevelopment that incorporates historic community characteristics



Historic Preservation

The City of Tarpon Springs has a rich and unique multicultural history. Its preserved urban form, historic structures, and vibrant culture are defining characteristics that differentiate the City from the ubiquitous suburban sprawl that characterizes much of the surrounding area. The Historic and Cultural Resources Element sets forth the principles, guidelines, standards, and strategies to preserve and protect these resources for future generations. A brief history of the settlement of Tarpon Springs can be found in the Historic Element of the 2025 Comprehensive Plan Legacy Document.

ARCHITECTURAL RESOURCES

National Register Historic District

The Tarpon Springs Historic District was listed in the National Register of Historic Places (NRHP) in 1990, under NRHP Criteria A and C based on its significance in the areas of architecture, commerce, exploration and settlement, and ethnic heritage. In 1990, the city adopted a Historic Resources Ordinance and established a local Historic District (**Figure 37**), which incorporated the Historical National Register District along with a wider area of local significance. A Heritage Preservation Board (HPB) was established to oversee the maintenance of the historic charm and character of Tarpon Springs. The HPB reviews proposed improvements and modifications to structures located in the Historic District. The Board utilizes design guidelines and adopted standards in the City of Tarpon Springs Land Development Code to review any construction, alteration, restoration or rehabilitation that requires a building permit and affects the exterior appearance of structures in the Historic District. An overview of the historic areas and resources found in the Historic District can be found in the Historic Element of the 2025 Comprehensive Plan Legacy Document.

Greektown National Register of Historic Places Traditional Cultural Property

In 2014, Tarpon Springs Greektown Historic District was added to the NRHP as a Traditional Cultural Property under Criterion A with a period of significance between 1905 and the present. Areas of significance include Ethnic Heritage: European (Greek) and Maritime History. A Traditional Cultural Property is "a building, structure, object, site, or district that is eligible for inclusion in the National Register for its significance to a living community because of its association with cultural beliefs, customs, or practices that are rooted in the community' history and that are important in maintaining the community's cultural identity."

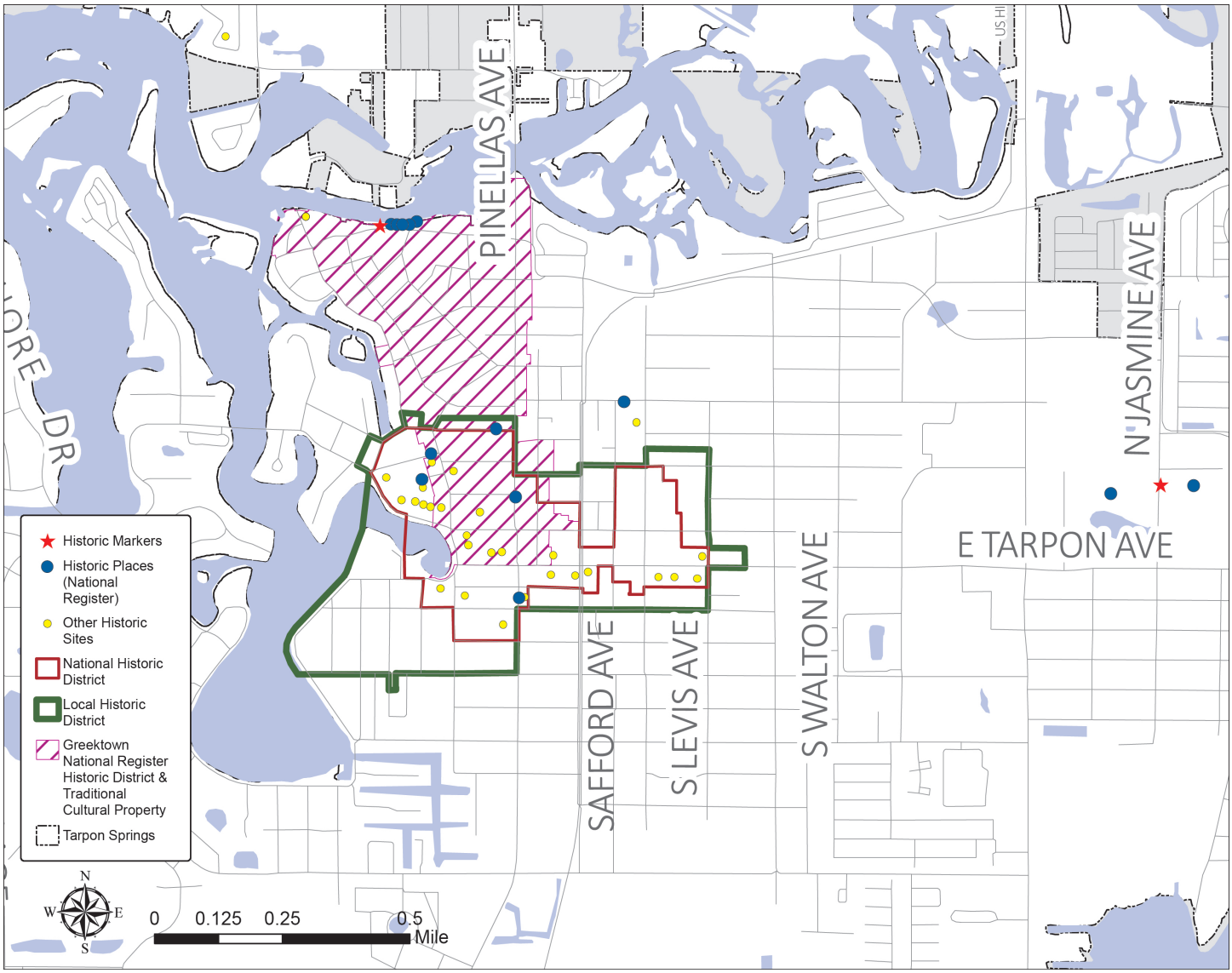
The Greektown National Register District is bounded by the Anclote River on the north, Tarpon Avenue and Spring Bayou on the south, Hibiscus Street and Pinellas Avenue on the east, and Roosevelt and Grand Boulevards on the west. The historic district encompasses a total of 140 acres with 296 contributing properties. Currently, the Greektown National Register Historic District does not have a local historic district designation. The City is currently conducting a visioning study and planning effort to identify preservation options for this area.

ARCHAEOLOGICAL RESOURCES

The Central Peninsular Gulf Coast Archaeological region — which includes Tarpon Springs — is defined as extending from Pasco County to Charlotte Harbor. Although based primarily on geography, the region reflects environmental and cultural considerations as well. In order to study thousands of years of aboriginal habitation, cultural periods have been defined. For the Central Peninsular Gulf Coast region, these include the Paleo-Indian, Archaic, Transitional, Deptford, Weeden Island and Safety Harbor periods. Each phase is characterized by a unique set of material culture traits such as stone tool forms or ceramics, as well as by subsistence, settlement and burial patterns.



FIGURE 37: Historic Resources



PRESERVATION MEASURES

There are legal, financial, and educational measures and incentives that can be used to preserve historic resources. They include programs to identify resources, application of land use controls, financial incentives, and efforts to educate and inform residents about the advantages of preserving historic resources. This section provides a description of those measures used in Tarpon Springs. For a more complete description of additional measures available at the local, state and federal level, see the Historic Element of the 2025 Comprehensive Plan Legacy Document.

1 Administration

A member of the Planning & Zoning Department provides staff representation to the HPB. The duties and powers of the HPB are set forth in the City's Land Development Code and includes procedures for the designation of structures, landmarks, districts or sites, and,requests for Certifications of Appropriateness (CA) for changes to existing properties in the Historic District.

2 Certified Local Government (CLG)

The City of Tarpon Springs became a Certified Local Government on May 13, 1999. To become a Certified Local Government Program participant, the city adopted a historic preservation ordinance, maintains a system of survey and inventory of historic resources, and encourages public participation in the historic preservation program. The purpose of the CLG is to connect the federal, state and local governments into a partnership to enable the identification, evaluation and protection of historic properties. The benefits of the program are:

- Technical assistance and training for staff or members of Heritage Preservation Board.
- Comment role in the National Register Nomination process for properties in the City.
- Funding is available for projects for the update of the Florida Master Site Inventory of Tarpon Springs.
- Conducts project reviews for Florida's local option property tax exemption program.

3 Comprehensive Surveys

A program to preserve a community's historic resources begins with their identification. That is accomplished through architectural and archaeological surveys, which consist of locating, describing, and recording the resources. For legal and financial reasons, a thorough and professional survey has become an important asset to the community. The identification, numbering, and classification of historic resources is an obvious precondition to any action designed to preserve them.

The process begins with the comprehensive survey of historic sites. The City completed an architectural survey of the Historic District in 2009, which provided the basis for the expanded local district, adopted in 2010. In 2023, the City initiated an update to that survey. The information provided from this effort will be used to update and potentially add historic resource properties to the Historic District. Additionally, in 2023 an architectural survey was completed for the Union Academy and Crosstown neighborhoods.

Archaeological resources in Tarpon Springs are inventoried and monitored by the Pinellas County Historic Preservation Office and by the Florida Division of Historic Resources (DHS). The City's Land Development Code (LDC) currently references an Archaeological Zone Base Map for review of potential development impacts on archaeological resources citywide. The need for a local map is obviated by the availability of constantly updated Geographic Information System (GIS) data from DHS. The City can use this data to determine if site-specific archaeological surveys are needed. The City should alternatively update the LDC to remove the map reference in favor of an archaeological site suitability or criteria index that would trigger the requirement for a Level I Cultural Resource Assessment Survey (CRAS).

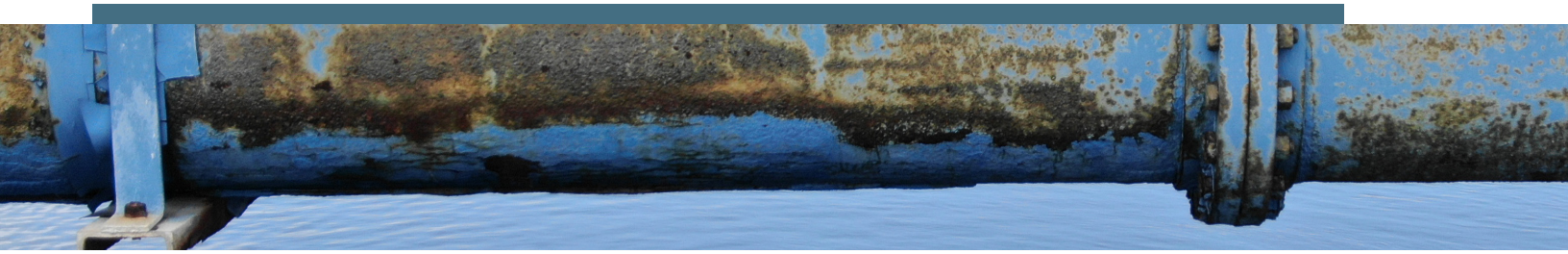




INFRASTRUCTURE

The Utilities and Capital Improvements Elements correspond and align with the following Goals from the "Infrastructure" Focus Area of the Strategic Plan:

- ⇒ **GOAL A.1:** A City-Wide Clean Energy Program
- ⇒ **GOAL A.2:** A Comprehensive Infrastructure Master Plan
- ⇒ **GOAL A.3:** Environmental Impact Preparedness



Utilities

WASTEWATER (SANITARY SEWER)

Sanitary sewer service within the municipal limits of Tarpon Springs is provided primarily by the City with a few areas served by Pinellas County. Likewise, the City's system serves some areas of remaining unincorporated property. Isolated pockets of the city, especially in older developed areas continue to utilize on-site waste disposal systems (septic tanks). Overall, the city's wastewater system has the capacity to serve expected population growth within the planning horizon.

Existing Conditions

The City's original sewer system was constructed in 1914. The system served downtown, the Sponge Docks, and associated residential areas east of Spring Bayou, Whitcomb Bayou and Tarpon Bayou. There was no treatment of effluent, but rather direct discharge into the Anclote River and bayous. A more extensive sewage treatment plant and collection system was constructed in 1950 and was upgraded throughout the 1970s. In 1984, the City began construction of a 4.0 million gallon per day (MGD) Advanced Wastewater Treatment Facility. The facility began operation in 1986 and used the Bardenpho Biological Nutrient Removal (BNR) process, which was designed to meet Advanced Wastewater Treatment (AWT) standards. The wastewater treatment facility has continued to meet advanced wastewater treatment (AWT) standards and has won several operational excellence awards in recent years from the Florida Department of Environmental Protection. A comparison of the AWT standards with the City's effluent quality is shown in **Table 37**.

TABLE 37: 2022 Wastewater Treatment Standards

AWT STANDARDS	TARPON SPRINGS EFFLUENT
Maximum BOD ≤ 5.0 PPM*	BOD = 2.1 PPM*
Maximum Nitrogen ≤ 3.0 PPM*	Nitrogen = 1.4 PPM*
Maximum Phosphorus ≤ 1.0 PPM*	Phosphorus = 0.2 PPM*
Maximum TSS ≤ 5.0 PPM*	TSS = 0.8 PPM*

PPM = Parts Per Million
**Figures are on an annual average basis*
Source: City of Tarpon Springs Public Services Department

The current average daily flow of the wastewater treatment facility is 1.98 MGD or 50% of capacity (2022 Annual Average Daily Flow). The City's system includes the wastewater treatment facility and the City's existing wastewater collection system, which includes 62 City-owned lift stations, 46 miles of wastewater force main, and 107 miles of gravity sewer main.

The City has continued to expand its reclaimed water system with the goal of maximizing beneficial reuse of its reclaimed water. The City currently maintains two 2MG reclaimed storage tanks, one 5MG reclaimed storage tank, two reclaimed water pump stations, and an extensive reclaimed water distribution system which serves a variety of municipal facilities, residential and commercial customers with reclaimed water for irrigation. Over the most recent five years, approximately 79% of treated effluent is reused via the public access reclaimed water system, which currently meets and exceeds the Southwest Florida Water Management District's (SWFWMD) regional goal of 75% reuse by 2040. Excess reclaimed water is discharged to the Anclote River via a permitted surface water discharge, most often during the summer rainy season when reclaimed water demand is low. Moving forward, the City will continue to manage utility operations to maximize reclaimed water reuse. At this time, the core of the reclaimed water distribution system is mature, and future City capital investments in reclaimed water expansion will likely be small. Moving forward, the City will focus on using its dual distribution ordinance to expand reclaimed service to new developments near the current reclaimed service area as they are constructed via developer-funded expansion.



Projected Needs

The City currently has two key priorities for the wastewater system moving forward. The first is to modernize and extend the life of the existing Advanced Wastewater Treatment Facility as it nears 50 years of service life in the mid-2030s. The second goal will be to focus on repair and rehabilitation of aging infrastructure in the City's existing wastewater collection system.

As previously mentioned, the existing Advanced Wastewater Treatment Facility was originally constructed in 1984. Although it is functioning well currently, there are several major components of the facility which are nearing the end of their useful life. As part of the financial needs analysis conducted for compliance with the 2021 House Bill 53, "Public Works" (F.S. 403), the City conducted an inventory of key assets in the facility and developed a 20-year schedule for replacement. In the near term, capital projects at the facility will be focused on replacing the aging electrical and network systems, cybersecurity improvements, minor upgrades to the aeration system, and improving the resiliency of the facility to storm damage. A second major phase of rehabilitation is scheduled for the early 2030s, which will be focused on replacing the pre-treatment systems, modernizing the biological treatment systems, and extending the life of the concrete tanks which are the core of the plant. The main goal of this phase will be to extend the life of the facility for an additional 25 years or more. Fully funding and implementing the modernization of the Advanced Wastewater Treatment Facility will be a major goal for the utility for the next ten to fifteen years.

No major expansion of the Advanced Wastewater Treatment Facility is anticipated in the next twenty years. The City evaluates its wastewater treatment capacity every five years as part of the renewal process for its Florida Department of Environmental Protection (FDEP) domestic wastewater permit. The most recent Capacity Analysis Report indicated that the current 4 MGD capacity of the Advanced Wastewater Treatment Facility (AWWTF) is sufficient to meet expected growth. Additionally, the 2020 Regional Water Supply Plan by the SWFWMD projected that 2040 wastewater flows for the City of Tarpon Springs would remain relatively flat at 1.99 MGD, which is well within permitted plant capacity. As such, a major capacity expansion of the wastewater treatment facility is not likely to be necessary within the 20-year planning horizon based on projected growth patterns.

To continue the effort to maintain an efficient and functional system, the City must continue to periodically inspect the condition of all sewer lines. FDEP is currently developing rules for sanitary sewer systems that will require a periodic inspection of all sewer mains in the sewer collection system over a multi-year period. The City currently operates a sewer inspection program utilizing its closed-circuit television (CCTV) camera truck to visually inspect and document sewer line conditions and make recommendations for repairs. In the near term, the City will plan to align its sewer inspection program with the new proposed FDEP rules upon adoption.

Long term repair and replacement of the existing sewer collection system infrastructure will also be a priority for the utility. Recent efforts to improve the GIS mapping of the sewer system have shown that approximately 55% of the 107 miles of gravity sewer mains are composed of legacy vitrified clay pipe. Although clay lines can have very long life cycles in ideal conditions, clay sewer lines are more vulnerable to wear and tear from overhead traffic and have a typical life cycle of 50-60 years. The majority of the City's existing clay sewer mains have exceeded their design life. The system is currently providing acceptable levels of service, but a long-term goal-based sewer lining program should be developed to rehabilitate aging clay sewer lines that are reaching the end of their useful life. .

Similarly, the City's network of existing wastewater lift stations will also require additional investment in repair and rehabilitation over the next twenty years. The City currently owns and operates 62 lift stations, which have an estimated average age of 35 years. The expected service life of a lift station can vary between 30 to 50 years, depending on maintenance schedules, increases in flows, and other factors. The City currently operates an intensive lift station maintenance program to maintain these assets, but some of the oldest lift stations from the 1950s through 1970s are approaching the end of their useful life and will require replacement or reconstruction to maintain existing levels of service. The City has evaluated these assets in 2022, and should develop and fund a long term priority rehabilitation schedule for these assets to ensure ongoing sewer service is supported and that the City is protected from sewer system failures.

The City also plans to continue to fund periodic septic to sewer projects via the capital improvements program (CIP). The City currently provides sewer service to approximately 77% of its customers, and will continue to seek grant funding to facilitate these projects.

Resiliency

The City is currently conducting a City-wide vulnerability assessment and adaption plan to examine the relative risk of flooding and sea-level rise to critical infrastructure and develop options to improve resiliency. Due to historical design practices, wastewater infrastructure tends to be located in lower elevation areas, and can be particularly vulnerable to coastal flooding. Sea level rise can exacerbate this risk long-term. The City plans to utilize the results of its vulnerability assessment and adaption plan to help to prioritize the resiliency projects for critical sewer infrastructure. Existing infrastructure components most likely to require resiliency enhancements are anticipated to include low-lying assets at the existing AWWTF due to its proximity to the Anclote River, as well as local sewer lift stations in low lying coastal areas of the City. Funding for these enhancements can likely be supplemented with additional grant funds through the State of Florida's Resiliency Grant program.

Regulations

The City has adopted comprehensive regulations for the provision of its sewer services. All structures are to connect to the sewer system if it is available to the site. If service is not available, the property owner must obtain a permit to construct a private septic system for use until sewer service is available to the site. Fats, oils and grease interceptors are required for uses that meet certain prerequisites. The discharge of storm water, surface water, groundwater, roof runoff, subsurface drainage, or unpolluted industrial process water into the sewer system is also prohibited. The City also has an Industrial Pre-Treatment Program that regulates the discharge of these objectionable wastes in excess of the established local limits.

Emerging regulations from the U.S. Environmental Protection Agency (EPA) and FDEP will also continue to drive the utilities' wastewater goals. EPA recently published new cybersecurity standards which will require significant investments for the wastewater utility, and pending regulations in future years on emerging contaminants such as polyfluoroalkyl substances (PFAS) and perfluorooctanoic acid (PFOA) will also likely affect future compliance efforts and may require additional treatment, biosolids improvements, or, infrastructure investments.



POTABLE WATER

Potable water service within the municipal limits of Tarpon Springs is provided primarily by the City with a few areas served by Pinellas County. Likewise, the City's system serves some areas of remaining unincorporated property. Development outside of the city requiring water service must apply for annexation into the City. The City strongly encourages a resilient, well-maintained, and sustainable water system, including the protection of water supply, regular maintenance of the system, and citizen education regarding water. Overall, the city's potable water system has the capacity to serve expected population growth within the planning horizon.

Existing Conditions

Historically, Tarpon Springs primarily relied on wholesale water imports from Pinellas County Utilities for most its water supply, with several City-owned fresh groundwater wells supplementing the water system locally. In August 2015, the City began operating a City-owned Reverse Osmosis (RO) Water Treatment Plant, with the goal of reducing its reliance on external water supplies. Co-funded with a grant from SWFWMD, the construction of the RO Water Treatment Plant has significantly reduced the City's water imports from approximately 81% of total supply in FY 2014 to less than 1% in FY 2020. The RO Plant now supplies 94% of the water in the City and is supplemented by two fresh groundwater wells that supply about 6%. The raw water source for the RO Treatment Plant is a brackish groundwater wellfield located in the northern portion of the City, which consists of 17 brackish groundwater wells as of 2023. The historical interconnections to Pinellas County Utilities are maintained to provide redundancy in the water distribution system that can be utilized as emergency interconnections to maintain service in the event of large main breaks, high fire flows, natural disasters, etc.). Any water supplied from the County system is ultimately sourced from Tampa Bay Water, the regional water supply authority.

The City's water use is regulated by the Southwest Florida Water Management District (SWFWMD), a regional agency of the state. Under Chapter 373, Florida Statutes, the Water Management Districts in conjunction with the Florida Department of Environmental Protection (FDEP) were tasked with regional water supply planning, permitting for consumptive uses of water, regulation of wells, and other water management tasks. The operation of the City's RO Water Treatment Plant and water distribution system is regulated by FDEP, which is delegated the regulatory responsibility for the Safe Drinking Water Act and other federal regulations by the EPA.

Projected Needs

The City distributed an average of 2.96 MGD of potable water in 2021, including water exports to other utilities. The population of the water service/planning area is currently estimated at 28,932, based on SWFWMD's functional population model. Per capita water use in Tarpon Springs has averaged around 90 gallons per person per day over the last several years, depending on annual rainfall patterns. According to the SWFWMD Regional Water Supply Plan, the estimated service area population in 2040 will grow to 36,963, and finished water demand will increase to 3.15 MGD in a typical year. The City's RO Treatment Facility has a treatment capacity of 6.4 MGD, so treatment plant capacity increases are not expected in the 20-year planning horizon.

Currently, the City's water use permit allows for the construction of 22 brackish wells to serve the RO Treatment Plant, in addition to the existing freshwater wells located in the distribution system. Seventeen (17) brackish wells are currently constructed and in service, and raw water production is currently the limiting factor for the RO Treatment Plant. To meet future growth, the City will need to continue to build out the existing brackish water wellfield to allow for increased raw water production and wellfield management. The City is currently developing an updated water supply plan which will build on the water quality and well production data developed over the first eight years of RO operations, and provide an updated capital plan for wellfield and raw water pipeline projects.

One challenge facing most water utilities presently and in the near future is the need to invest in the repair and replacement of existing infrastructure, particularly aging water mains. Long term repair and replacement of the existing water distribution system infrastructure will be a priority for the utility for the foreseeable future. Recent efforts to improve geographic information system (GIS) mapping of the sewer system have shown that approximately 33% of the 184 miles of water mains are composed of legacy cast iron pipe, galvanized steel pipe, or other legacy pipe materials that require replacement. Cast iron water mains were predominantly installed from the early 1900s through the 1970s, and the majority of cast iron water mains will be reaching the end of their useful life in the 2020 through 2050 timeframe. Similarly, galvanized pipe was predominantly used in the post-war era up to the 1980s. Galvanized steel pipe has a shorter service life at around 50 years, and tends to degrade rapidly once it reaches end of life, resulting in frequent leaks, rust, and local water quality complaints. As this pipe ages, the City will need to develop and fund a goal-based pipe renewal program for the City to replace its inventory of aging pipe while maintaining current levels of service.



Regulations

Emerging regulations from EPA are a key challenge facing water utilities in the near term. In 2019, the EPA published major updates to its lead and copper rule, which will result in increased monitoring and reporting, as well as increased capital investments to replace problematic pipe materials in older portions of water distribution systems. Similarly, in March 2023, the EPA published new cybersecurity standards which will require significant investments for the wastewater utility. The EPA also took a key step to regulate the emerging contaminants PFAS and PFOA (commonly referred to a "forever chemicals") in drinking water. These and other developing regulations will require increased investments in water quality monitoring as well as potential long-term capital investments. The most likely future affects from these new regulations on water operations will be: 1) increased operational costs associated with compliance testing and monitoring; 2) increased capital investment in water main and service line replacement; 3) faster replacement cycles for electronic network components to meet cybersecurity standards; and 4) potential for increased water treatment requirements to meet new water quality standards.

SOLID WASTE

Solid waste collection in Tarpon Springs is provided by a franchiser (currently Waste Management of Pinellas County). Waste Management disposes of the solid waste at the Pinellas County (Waste to Energy Facility) and also provides curbside recycling services.

The county adopted a solid waste master plan in 2020 to plan for the county's population and employment growth and shift to a zero waste to landfill policy. The plan relies on its municipal partners to educate the public on reducing waste, reusing materials, and recycling. Solid waste disposal capacity is available to serve expected population growth within the planning horizon.

Existing Conditions

An overview of the existing conditions for solid waste disposal in Tarpon Springs can be found in the Utilities Element of the 2025 Comprehensive Plan Legacy Document. There have been no significant changes in solid waste disposal since the last comprehensive plan update.

Projected Needs

The 2022 per capita waste generation rate in Tarpon Springs was .31 tons, well below the County's required level of service (LOS) rate of 1.3 tons per capita per year (pcpy).

While the City grew by nearly 1,900 residents from 2006 to 2020, the solid waste generation rate actually decreased from 0.37 pcpy to 0.31 pcpy due to the many waste volume reduction initiatives undertaken by the County and the City. The City expects the per capita generation rate to continue to be relatively stable and, again, remain well below the County's established LOS of 1.3 tons pcpy.

STORMWATER MANAGEMENT

The 2022 per capita waste generation rate in Tarpon Springs was .31 tons, well below the County's required level of service (LOS) rate of 1.3 tons per capita per year (pcpy).

While the City grew by nearly 1,900 residents from 2006 to 2020, the solid waste generation rate actually decreased from 0.37 pcpy to 0.31 pcpy due to the many waste volume reduction initiatives undertaken by the County and the City. The City expects the per capita generation rate to continue to be relatively stable and, again, remain well below the County's established LOS of 1.3 tons pcpy.

Existing Conditions

Tarpon Springs is located in a topographical region known as coastal lowlands with elevations ranging from 0 - 55 feet above sea level. However, a vast majority of the City is located about 10 - 20 feet above sea level. There are several drainage features within the City. There are four watershed drainage basins within the planning area: Anclote River, Lake Tarpon, Klosterman Bayou and St. Joseph Sound Coastal. These areas are further divided locally into several open and closed sub-basins for stormwater management purposes.

Surface waterbodies receiving runoff from these drainage basins include Kreamer Bayou, Tarpon Bayou, Whitcomb Bayou and Spring Bayou, all tributaries of/contributors to the Anclote River These water bodies receive a majority of the stormwater runoff coming from older areas of the City. The stormwater ultimately runs into the Anclote River which then drains to the Gulf of Mexico. Lake Tarpon is located along the City's eastern boundary and collects stormwater from this area of the City. The surface area of Lake Tarpon is approximately four square miles. It is the largest freshwater lake in Pinellas County. Lake Tarpon was previously connected through the Floridan aquifer to Spring Bayou. In 1969, the Southwest Florida Water Management District (SWFWMD) constructed an earthen dike around the sink preventing any flow between the lake and the sink. Salt Lake is approximately 169 acres. It receives stormwater from the northeastern part of the City and outfalls into the Anclote River through various canals.

Many areas in Tarpon Springs, especially newer developments, are served by on-site stormwater management systems. The majority of these drainage retention facilities are site specific and privately owned and maintained. For residential subdivisions, the City and SWFWMD require the formation of a homeowner's association to assure maintenance responsibility. City-owned and maintained retention facilities are catalogued and mapped in the City's Stormwater Action Plan.

The privately owned and maintained stormwater management facilities are site specific, and serve predominantly residential with some commercial and industrial uses. Older developed areas of the City are generally served by the City network of storm sewers and occasional ponds. Drainage from any source in the City is ultimately designed to discharge into a surface water body (Gulf of Mexico, Anclote River, or Lake Tarpon after attenuation and treatment. Direct discharge occurs when there is no stormwater system present, or when the capacity of a stormwater system is exceeded and designed to discharge. The effect of untreated direct discharge (from properties with no stormwater handling system) into surface water bodies leads to increased sedimentation and pollution from hydrocarbons, oils, street litter, yard refuse, pesticides, fertilizers and atmospheric pollutants accumulated in rainfall. The City has established a program for upgrades to the City's stormwater management system and has implemented several projects over the past few years. It has also developed standards for private systems to prevent pollution from discharges and is currently updating those standards.

In 1990, the City completed a Master Drainage Plan, later updated and reorganized as the "Stormwater Action Plan." The most recent version of this plan was adopted in 2022. The Action Plan is continually revisited and updated as projects are completed and new problem areas are identified.

In 1999, the City established a Stormwater Enterprise Fund to support the cost of providing stormwater services on a continuing basis. However, the funds collected under this system only cover a relatively small portion of the operation and maintenance costs and should be revisited for periodic rate updates. The City also regularly seeks and obtains outside funding for stormwater projects, including recent grants and appropriations provided to address sustainability and resiliency in anticipation of rising sea levels. The City is a compliant government regulated under the National Pollution Discharge Elimination System (NPDES) administered by the Florida Department of Environmental Protection. The City has been successful in meeting and exceeding its NPDES goals in recent years for stormwater system improvements, public education, development review program and other initiatives.

Projected Needs

Proper management of stormwater is essential in a city with the low elevation of Tarpon Springs. The primary causes of flooding are a combination of high water tables, the prevalence of low-lying areas, inadequate storm system capacities, damaged storm systems and high tailwater conditions (i.e. peak flood water stages caused by tidal and/or flood waters in the Anclote River and its tributaries which cause a backup in the drainage system). The City can continue to address the storm system deficiencies through its capital improvements program and ongoing maintenance activities. However, the topological characteristics of the City and the proximity to several bodies of water are two factors which limit stormwater conveyance, storage and treatment. Sea level rise will also present increasingly new challenges with management, for example, of tailwater conditions mentioned above. The Stormwater Action Plan, pursuit of grant funding, and review of fee structures are three options for continuing to address the City's stormwater management needs.

Regulations

SWFWMD permits new stormwater management systems as well as the modification of existing stormwater management systems. The review criteria specifies that post-development peak discharge rates for new development not exceed pre-development peak discharge rates for the 25-year, 24-hour rainfall event. In closed sub-basins (i.e., those that do not have a surface outfall up to and including, the 100-year, 24-hour event) post-development discharge volumes must not exceed pre-development discharge volumes for the 100-year, 24-hour event. In addition to regulating discharge, SWFWMD also restricts floodplain encroachment. SWFWMD regulations require compensating storage to be provided for fill placed within the 100-year floodplain. Rules also stipulate that activities affecting floodplains and floodways will not cause adverse impacts (i.e., increased flooding).

Tarpon Springs regulates drainage through Article IX "Development Standards" of the Comprehensive Zoning and Land Development Code (LDC). The LDC requires all new development to provide for on-site stormwater retention and treatment. The use of retention ponds, swales, vault systems, and other mechanisms achieve this purpose. An engineering analysis on the quantity, direction of flow, and percolation rates for the 25-year frequency storm, 24-hour duration is required. For volume-sensitive (e.g. "closed") sub-basins, the City requires a design standard of 100-year 24-hour duration event. Further, the LDC includes a stormwater retrofit requirement whereby development/redevelopment projects that meet certain thresholds are required to upgrade the entire stormwater system to the current regulations. The City is also in process of updating its stormwater regulations with the assistance of the City's Stormwater Engineer of Record and expect completion in 2024.

The City also continues to engage in cooperative programs with the State of Florida, Pinellas County government, and Pasco County government in modeling the regional watersheds. The Anclote River Watershed Management Plan, completed in February 2021, involved extensive modeling of that watershed, which covers a large portion of the City. That modeling and plan will enhance stormwater planning, reftrofit projects and new projects going forward.

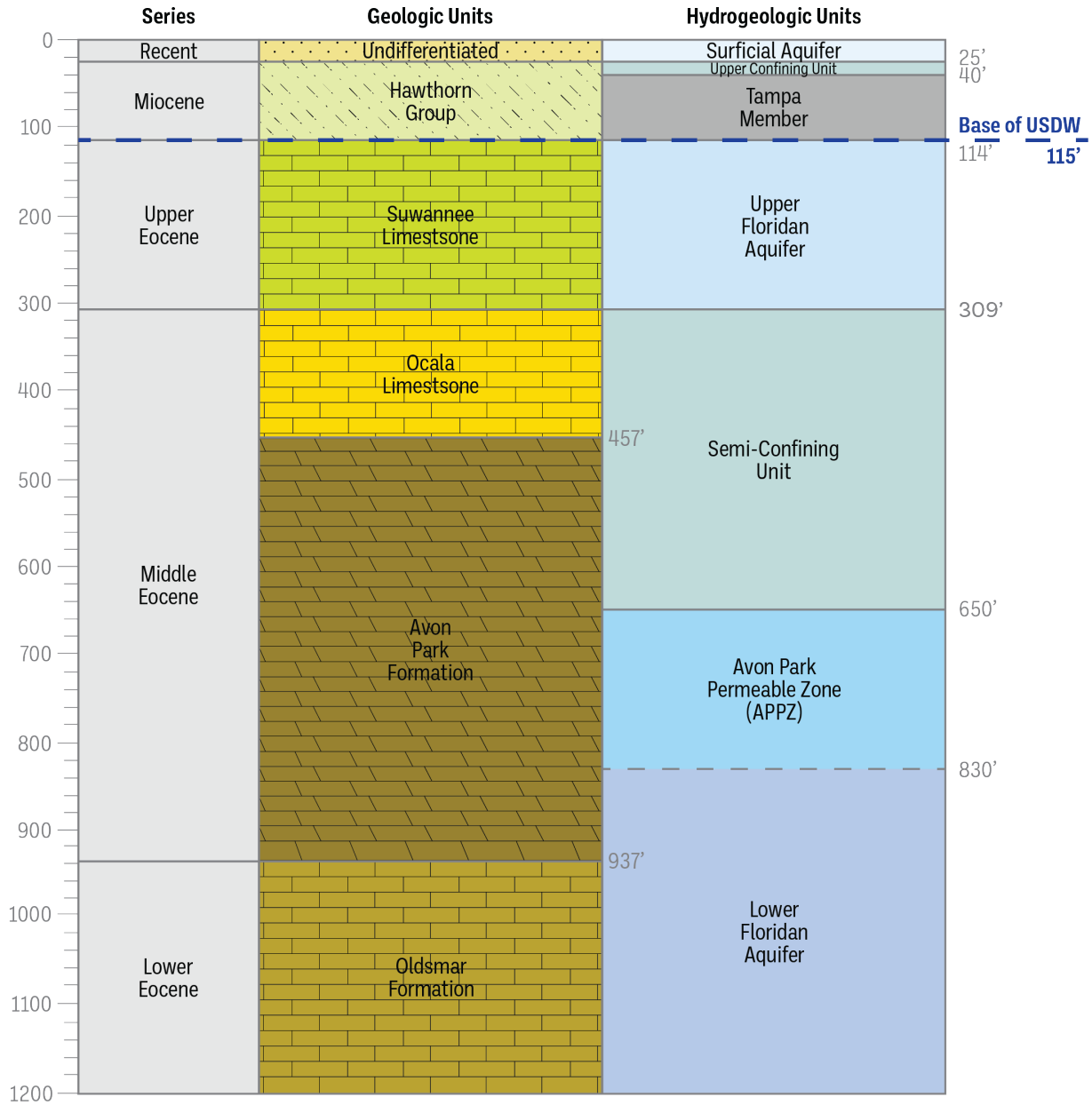





AQUIFER RECHARGE, WATERWELLS, AND WELLHEAD PROTECTION AREAS

Aquifer recharge is an important natural process that replenishes groundwater supplies from annual rainfall. Brackish and fresh groundwater from the Upper Floridan Aquifer (**Figure 38**) represent the primary source of water for Tarpon Springs, and aquifer recharge is essential to maintain this water source. Aquifer recharge is strongly influenced by local geology, and the area surrounding Tarpon Springs is not considered a significant recharge area for the Upper Floridan Aquifer, due to the presence of confining layers of dense sand, clay, and limestone which separate the water production zones of the Upper Floridan Aquifer from the local sandy surface soils. Additionally, Tarpon Springs is generally located on the brackish side of the saltwater interface of the aquifer, meaning that local groundwater is predominantly brackish due to coastal influence, with fresher groundwater sources located farther inland. As such, the majority of the recharge that supports the local aquifer likely occurs farther inland, and the City's aquifer recharge protections are focused on protection of the City's production wells from local contamination. The city has developed an updated wellhead protection map, which updates the protection zones to incorporate new wells constructed for the Reverse Osmosis (RO) Treatment Plant. Most importantly, this map provides for a 1000-foot setback around potable wells which will exclude the construction of facilities which may be deemed to handle hazardous substances which have the potential of influencing groundwater at the City's production wells. The city will plan to continue to update this map to protect new well locations as the city builds out its wellfield. Long term, regional aquifer recharge will continue to be evaluated and protected by the SWFWMD via the regional water supply plan and Water Use Permitting program.

FIGURE 38: Illustration of the Hydrogeologic Layers of the Floridan Aquifer





Capital Improvements

The Florida Legislature mandates that all local governments plan for the availability of public facilities and services to serve development to accommodate the expected population growth. The purpose of the Capital Improvements Element (CIE) is to: (1) evaluate the need for public facilities in support of all elements of the Comprehensive Plan; (2) identify capital projects needed to maintain adopted Level of Service (LOS) standards; (3) estimate the costs and timing of improvements for which the local government has fiscal responsibility; (4) identify applicable projects within the Metropolitan Planning Organization's (MPO) transportation improvement program; and (5) identify sources of funding for construction of improvements.

The CIE differs from the Capital Improvement Program (CIP) in that it needs to include only those facilities derived from other elements of the comprehensive plan. That is, the CIE is used to plan for and strategize the financial feasibility of the comprehensive plan. The CIE focuses on the capital outlay required to meet existing deficiencies and to maintain adopted LOS standards for the expected population growth. The CIP is a schedule of all future capital projects which may or may not address LOS standards, as well as annual operating and maintenance costs (i.e. salaries, insurance, maintenance, etc.).

PUBLIC FACILITY NEEDS

The elements of the Comprehensive Plan identify capital improvements needed to meet the demands of the existing and future population expected within the planning horizon. For comprehensive planning purposes capital improvements can be defined as physical assets, constructed or purchased, that have a minimum useful life of ten (10) years and a minimum total cost of $50,000. Facilities requiring periodic capital improvements for a local government typically fall within the following service areas and facilities: potable water, wastewater, solid waste disposal, parks and recreation, transportation, fire and emergency services, law enforcement and detention, public buildings, public libraries and hurricane shelters. Capital needs are planned in 5-year time increments, with that 5-year schedule being updated annually. This assists the City in ensuring that the needs of the existing and future projected population are met and in complying with the requirements of state law. The 5-year timeframe with annual update is appropriate for a realistic projection of costs and revenue. With a population increase projection of only 2,616 persons within the planning horizon of 2040 (approximately 1,306 new households), capital projects are expected to fall less within the category of new facilities and more within the category of replacement and rehabilitated facilities.

Tarpon Springs has set Level of Service standards for five services: water, sewer, solid waste, parks and recreation, hurricane shelter. A sixth service, transportation, is subject to mobility management regulations through participation with the Forward Pinellas MPO. For Tarpon Springs capital needs over the current 5-year planning horizon include:

- Public safety needs such as new building facilities and major equipment.
- Potable water, wastewater, solid waste/sanitation improvements such as building facilities and major equipment.
- Transportation improvements such as roadway, sidewalk, trail, or transit construction projects and facilities equipment.
- Recreation improvements such as facilities construction projects and equipment.

The City collects impact fees for the following additional facilities for which level of service standards have not been set: law enforcement, fire and emergency services, libraries and general government.

Public school facilities are coordinated and planned for with the Pinellas County School District. Tarpon Springs is a signatory to the Pinellas County Schools' Interlocal Agreement. The school district provides annual updates of school capacity and the district's 5-year work program for review and comment by the City. The interlocal agreement mechanism satisfies Florida Statutes requirements for tracking and ensuring the adequacy of public school capacity to serve the City.



Existing Deficiencies

The existing Adequate Facilities ordinance requires the City to address adequate facilities when new or expanded land development is proposed. Those facilities must be in place concurrent with the impacts of the development (i.e., additional residents or non-residential space). They include potable water, sanitary sewer, drainage, recreation and hurricane shelters, with transportation impact being handled through a mobility management system. The City can generally demonstrate concurrency for the anticipated increase in population over the planning horizon (2040) with all of these services with the exception of recreation. While existing land area devoted to recreation generally exceeds the currently adopted LOS, specific recreational facilities (e.g., sports fields, etc.) are deficient, or will be by 2040. The Recreation and Open Space Element has addressed this situation by calling for a Parks Master Plan that will re-evaluate and update the current LOS standards including the need to apply concurrency, and then use that plan as the basis for LDC updates. Statutory requirements are silent with respect to recreational and park facilities concurrency. Under Florida Statutes Section 163.3180, only sanitary sewer, potable water, solid waste and drainage are subject to the concurrency requirement. Details of how the City's deficient facilities needs are being addressed are listed below:

1. **Drainage**
The City has recently completed a Stormwater Action Plan (SAP) covering the 5 basins that comprise the City's stormwater management area. The SAP evaluated the flooding conditions that occur in various locations within the City limits, provides conceptual solutions to abate these flooding conditions, includes a prioritized capital improvement plan for implementation, and enhances water quality by utilizing treatment systems and best management practices. The Stormwater Action Plan is updated every 2-5 years as existing projects are completed and new projects identified.

2. **Transportation**
The City continues to implement its Multimodal Transportation District (MMTD) to address the deficiencies outlined in the Transportation Element. As outlined in that element, a new Multimodal Master Plan will be developed for the MMTD to identify projects and funding and to guide multi-modal improvements.

3. **Recreation**
The Recreation and Open Space Element has identified deficiencies in the acreage of the City's Mini-Parks, and in several active recreation facility types. As outlined in that element, the City will develop a new Parks Master Plan to identify projects and funding, re-evaluate and correct existing deficiencies, and, guide park improvements.

Estimates for Identified Projects Impacting Operating Costs

The cost estimates, timing, and general location of currently identified capital projects are included in the 5-Year Schedule of Capital Improvements incorporated into the City's Annual Budget.

REVENUE & FUNDING SOURCES

Local (General Fund)

The General fund consists of property taxes, franchise taxes, utility taxes, licenses/permits, miscellaneous revenues, and intergovernmental revenues.

- *Property Taxes (Ad Valorem)* - Property taxes are based on a millage rate (one mill is the equivalent of $1 per $1,000 of assessed value, or 0.1%), which is applied to the total taxable value of all real property and tangible personal property. Revenue from ad valorem taxes is used to fund both operating costs and small capital purchases.
- *Local Option Gas Tax* - The City receives a portion of the Countywide local option gas tax which can be used only to construct, improve and maintain roadways.
- *Local Option Sales Tax Fund (Penny Fund)* - The City receives a portion of Pinellas Enterprise Funds - This fund category is used to account for the financing, acquisition, operation and maintenance of governmental facilities and services that are supported primarily by user charges.
- *Sanitation Fund* - This fund is used to account for the provision of solid waste removal, recycling and yard waste services to residents of the City.
- *Water/Sewer Fund* - This fund is used to account for the provision of water and sewer services to residents of the City. All activities necessary to provide such services include but are not limited to: administration, operations, maintenance, financing related debt services, and billing and collection.
- *Stormwater Fund* - This fund is used to account for the provision of stormwater services to residents of the City. As a Citywide service, this fee is collected as a portion of the ad valorem tax on each property according to their impervious surface impact on stormwater handling capacity.
- *Impact Fees* - The City collects impact fees when issuing permits for new and expanded development. The fees are charged for the following facilities: water, sewer, fire and emergency services, law enforcement, parks and recreation, libraries and general government. A multi-modal transportation impact fee is collected the Pinellas County with a portion provided back to the City of Tarpon Springs. Impact fees are charged in advance of new development and are designed to pay for new or expanded infrastructure needs which directly result from new growth. These fees must be equitably allocated to the specific group(s) which will directly benefit from the capital improvement, and the assessment levied must fairly reflect the true costs of these improvements.

State & Federal

Tarpon Springs has utilized its relationship with its state and federal legislative delegations to secure state appropriations and federal earmarks for capital projects. Although this funding source is not guaranteed, the city has a proven record of securing funds for deserving projects. In addition, allocations from special appropriations are distributed locally. One such recent example is the American Rescue Plan (ARPA) fund. These are examples of federal allocations that are administered through the state and/or county governments for qualifying projects that may include capital improvements.

Grants

Grant funding can provide a source of capital funding for local communities. Examples of available opportunities that have been sought and/or obtained in the past by Tarpon Springs include:

- Federal Community Development Block Grants (CDBG)
- Florida Recreation Development Assistance Program
- Florida Communities Trust
- Southwest Florida Water Management District Cooperative Projects
- Count Incentives Grant Program
- Forward Pinellas Transportation Project Grants

SCHEDULE OF CAPITAL IMPROVEMENTS

Regular reviews of the effects of growth are needed to assure that growth does not exceed the capacity of the public facilities to serve it. Such reviews can assist in insuring that planned and expanded facilities are adequately sized and in the proper locations. Tarpon Springs utilizes various revenue sources to fund its capital improvements. The 5-Year Schedule is updated and adopted annually with the City's Annual Budget which is incorporated with the Comprehensive Plan by reference. There are no unfunded project needs identified for the 5-year period beginning with Fiscal Year 2023-2024. The 5-Year Schedule includes Transportation/Multimodal Transportation District (MMTD) Schedule of Improvements, Recreation and Open Space Schedule of Improvements, Infrastructure Schedule of Improvements and Public Safety Improvements including a description of each project or project category, the location of each project, and the cost/funding for each project phase by fiscal year.





GOOD GOVERNANCE

The Plan Administration, Property Rights, and Intergovernmental and Interagency Coordination Elements correspond and align with the following Goals from the "Good Governance" Focus Area of the Strategic Plan:

⇒ **GOAL F.2:** Effective and Efficient Implementation of City Policies and Plans



Plan Administration

The purpose of the Plan Administration Element is to establish guidelines for the effective administration of the Comprehensive Plan in accordance with the requirements of the Community Planning Act, and other applicable law. This element includes guidelines on plan implementation, public participation, and plan monitoring.

GOALS, OBJECTIVES & POLICIES

As established in the Plan Administration element, each individual element of the Comprehensive Plan is comprised of a series of applicable goals, objectives and policies.

Goal
The long-term result toward which actions or programs are directed.

Objective
A measurable and achievable outcome associated with a goal.

Policy
Defines the standard, intent, direction or result to advance an objective.

Within each element, the goals, objectives, and policies are indicated by an element abbreviation following by a numbering hierarchy., as shown below utilizing the Future Land Use Element as an example:

FLU 1 (Future Land Use Element Goal 1)

FLU 1.1 (Future Land Use Element Objective 1.1)

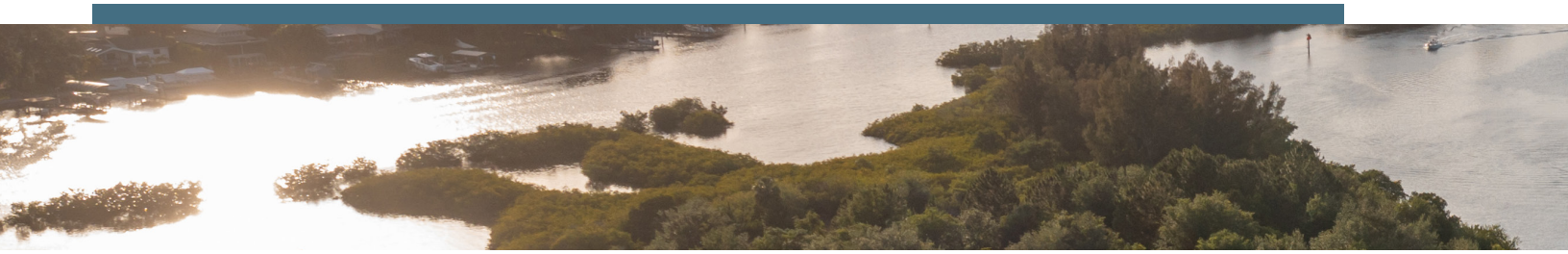
FLU 1.1.1 (Future Land Use Element Policy 1.1.1)



Property Rights

The Property Rights Element states how private property rights considerations factor into local government decision-making processes. As of 2021, this element is required to be included in a city's comprehensive plan, per Section 163.3177(6)(i)(2), Florida Statutes (Chapter 2021-195, Laws of Florida).

Tarpon Springs adopted the Property Rights Element in February 2022 and there have been no changes to this element as a part of the 2023 comprehensive plan update.



Intergovernmental and Interagency Coordination

The Intergovernmental Coordination Element (IC) coordinates the policies and activities set forth in the City's Comprehensive Plan with adjacent local governments, regional agencies (including water supply), state agencies, nongovernmental organizations, private service providers, and other relevant entities. Per Florida Statutes, the IC is also used to provide for coordination mechanisms with other governmental units providing services but not having regulatory authority over the use of land.

Intergovernmental cooperation is essential to ensuring that existing and planned development and redevelopment in the City is properly and adequately served.

ADJACENT COUNTIES

Pinellas County

- *General Role*
  The Pinellas County Board of County Commissioners serves as the local governing body for adjacent unincorporated areas including Palm Harbor, Ozona, Crystal Beach, Anclote Village, Innisbrook and East Lake. In Tarpon Springs, several service areas overlap due to the proximity of remaining unincorporated area to the City's municipal limits. Several roadway segments within the City also remain under the jurisdiction of the County, while some segments of the Pinellas Trail are managed by the City.
- *Primary Coordination Issues and Topics*
  Comprehensive planning, Land Development Code, interlocal agreements for government services, planning, projects (particularly roadways and trails), funding and other relevant matters.

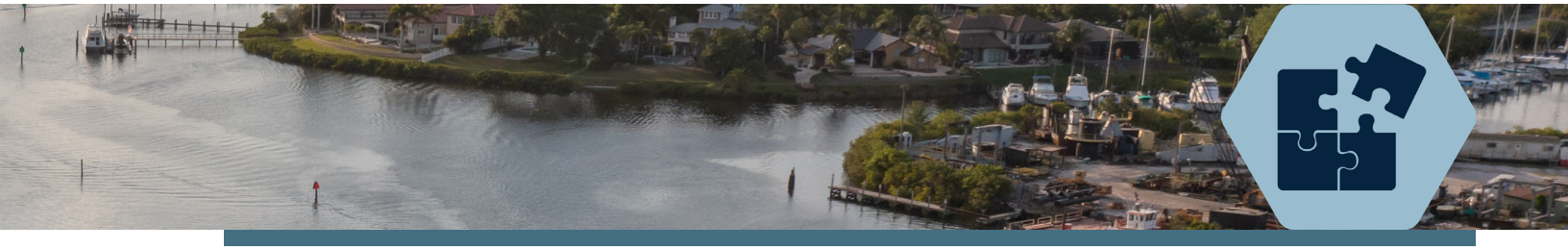
Pasco County

- *General Role*
  The Pasco County Board of County Commissioners serves as the local governing body for adjacent unincorporated places including Holiday, Elfers, Seven Springs and Trinity.
- *Primary Coordination Issues and Topics*
  Comprehensive planning and plan amendments, Land Development Code amendments and transportation coordination (primarily involving U.S. Highway 19 and Alternate Highway 19).

PINELLAS COUNTY AGENCIES

Pinellas County Construction Licensing Board

- *General Role*
  The Pinellas County Construction Licensing Board is responsible for licensing construction and home improvement contractors, registering contractors otherwise licensed by the Department of Business and Professional Regulation to ensure establishment and maintenance of proper insurance, adopting and amending the family of building codes for application and enforcement countywide and interpreting the codes to provide safe, economic, and sound buildings and structures throughout Pinellas County.
- *Primary Coordination Issues and Topics*
  The Licensing Board is a valuable resource to the City's Building Development Department, providing periodic reports on the status of businesses and licenses. A member of the Building Development Department serves on their board.



Pinellas County Emergency Management Division

- *General Role*
  The Emergency Management Division is a planning and coordinating agency for disasters and major emergency incidents. They prepare hurricane evacuation maps and promote preparedness and mitigation and establish and administer the countywide hurricane shelter network.

- *Primary Coordination Issues and Topics*
  Emergency Management orders mandatory evacuations, particularly during hurricanes or other countywide emergencies. Orders the opening of shelters and start up of local emergency operations centers. EMS is playing a lead role in the preparation of the Pinellas County Local Mitigation Strategy designed to advance programs and policies, which will reduce the loss of life and property during catastrophe. The Countywide HazMat Team provides back up to the Tarpon Springs Fire Department first response in cases of hazardous material spills.

Pinellas Fire and Emergency Services

- *General Role*
  Fire and Emergency Services, which is a municipal service taxing unit, was created for the purpose of establishing and implementing a permanent plan of fire protection for the surrounding unincorporated areas of Pinellas County.

- *Primary Coordination Issues and Topics*
  Fire and Emergency Services directs the appropriate fire department to provide fire protection to the unincorporated area within a fire district and to compensate the fire department for such service.

Pinellas County Water and Navigation Board

- *General Role*
  The Water and Navigation Authority is a branch of the Department of Environmental Management. Their mission is to protect and manage waters of the county, a defined term.

- *Primary Coordination Issues and Topics*
  Require and issue permits for the placement of seawalls and the construction of commercial and private docks. The City reviews dock and seawall construction applications and provides letters of no objection to the authority for their review and final approval.

"Forward Pinellas" Pinellas County Metropolitan Planning Organization (MPO)

- *General Role*
  Forward Pinellas coordinates urban transportation planning activities among the various local jurisdictions within Pinellas County. MPOs are organized and operate according to federal and state standards making them eligible for federal and state transportation funds. The Forward Pinellas Board is made up of elected officials from the jurisdictions pursuant to the terms of an interlocal agreement. The cities of Tarpon Springs, Safety Harbor and Oldsmar previously shared a single representative on a rotating term basis. As of 2023, Tarpon Springs has been provided its own seat on the Board. The City's planning staff is a member of the MPO's Technical Coordinating Committee (TCC). Forward Pinellas also functions as a Countywide planning council, maintaining a Countywide Future Land Use Plan that serves as the principal coordinating mechanism for all local planning within the county. Tarpon Springs' planning staff is a member of the Forward Pinellas Planners Advisory Council.

- *Primary Coordination Issues and Topics*
  The MPO prepares the Pinellas Transportation Improvement Program (TIP) which is a prerequisite of certain Federal construction assistance. The TIP provides a listing of multi-modal transportation improvements. The MPO also establishes the Long-Range Transportation Plan which must be updated every five years by federal law . They provide transportation modeling services on a countywide / regional basis and otherwise coordinate transportation planning within the County. The land planning arm of Forward Pinellas oversees comprehensive planning and annexation activities of the local governments to ensure that they are consistent with the Countywide Map, Countywide Rules and provision of services requirements.

Pinellas County School Board

- *General Role*
  The 7 member School Board, elected on a countywide basis, establishes the budget and policy for all elementary, middle and high school facilities, educational programs and personnel in the Pinellas County district school system. The School Board levies an ad valorem tax up to a 10 mill cap.

- *Primary Coordination Issues and Topics*
  Pupil placement, new facilities construction, program development and implementation, joint use of facilities and extension of infrastructure. Tarpon Springs is a participating government in the Statutorily-required Pinellas County Schools Interlocal Agreement.

REGIONAL AGENCIES

Southwest Florida Water Management District (SWFMD)

- *General Role*
  SWFMD covers counties along west central Florida. A governing board determines overall policies, carries out regulatory responsibilities and functions, enters into contracts and authorizes a tax levy for administration of the district. SWFWMD is responsible for the development of a state-mandated water use plan, administration of a permitting system for consumptive water use and other water related activities, the regulation of wells, environmental resource permitting of wetland impacts, and, the management and storage of surface waters. SWFWMD is charged to effect the maximum beneficial utilization, development, and conservation of the water resources of the district.

- *Primary Coordination Issues and Topics*
  Permit public utility wellfields and river sources and establish maximum withdrawals. Establish jurisdictional limits of wetlands and establish mitigation ratio for dredge and fill projects. Issue permits for stormwater handling. Conduct comprehensive plan review. Purchase of prime watershed and aquifer recharge areas. Technical and/or financial assistance to local governments and public education programs on water use and conservation.

Tampa Bay Regional Planning Council

- *General Role*
  The Council exercises the powers, duties, functions and responsibilities for conducting planning and coordinating review and assistance activities and functions that are enumerated by legislative and declarations of Chapter 186 and 380 of the Florida Statutes, and other applicable federal, state and local laws. The TBRPC also provides a forum for informal mediation to resolve conflicts or inconsistencies arising from development or growth among the cities and counties in the region. Tarpon Springs is a member government with a seat on the council.

- *Primary Coordination Issues and Topics*
  Preparation and update of the Strategic Regional Policy Plan which focuses on significant regional resources and facilities; conduct reviews of local plan amendments; conducts studies of regional resources including recent focus on sea level rise and hurricane evacuation matters; conducts a voluntary negotiation process between local governments to resolve interlocal disputes.

STATE AGENCIES

Department of State

- *General Role*
  The main planning related role of the Department of State (DOS) interaction with the City is the administration of the Certified Local Government (CLG) program for historic resources. The City is a certified local government because of its existing historical resources program that includes a district, a Heritage Preservation Board using an adopted set of architectural guidelines, and, a set of regulations administering same. As a CLG the City is eligible for state and federal grant funds administered by DOS.

- *Primary Coordination Issues and Topics*
  Maintenance of Certified Local Government status and participation in the statewide program.

Florida Department of Economic Opportunity (Community Planning, Development and Services Division)

- *General Role*
  The Division of Community Planning, Development and Services of the Department of Economic Opportunity (DEO) serves as the State Land Planning Agency designated in Florida Statutes Chapter 163, reviewing local government comprehensive plans and plan amendments.

- *Primary Coordination Issues and Topics*
  Review local government comprehensive plan elements and amendments pursuant to the standards set forth in the Community Planning Act under Florida Statutes Chapter 163. Additional reviewing agencies at the state level include: Department of Agriculture and Consumer Services, Department of Education, Department of Environmental Protection, Department of State, and Department of Transportation.

Florida Department of Transportation

- *General Role*
  FDOT is responsible for coordinating the planning of all modes of transportation on land, sea and air; and for constructing and maintaining the state highway system. It consists of eight districts statewide that manage a work program and systems maintenance for their regions. Pinellas County (and therefore Tarpon Springs) is within FDOT's District 7 that includes four other counties: Citrus, Hernando, Pasco and Hillsborough. Tarpon Springs is traversed by two FDOT arterial corridors: U.S. Highway 19, and U.S. Alternate Highway 19 (Pinellas Avenue).

- *Primary Coordination Issues and Topics*
  The primary means of coordination of FDOT's work plans (the 5-year Work Plan) is through the Forward Pinellas Metropolitan Planning Organization (see above).

INDEPENDENT SPECIAL DISTRICTS

Pinellas Suncoast Transit Authority (PSTA)

- *General Role*
  PSTA owns and operates the public bus system within Pinellas County. Nineteen cities and the unincorporated area are members. PSTA policy is set by an 11-member board consisting of 9 elected officials, 1 representative from the City of St. Petersburg and 1 Board of County Commissioner's appointee. The Cities of Tarpon Springs, Oldsmar and Safety Harbor have appointed one Commissioner to represent the 3 cities on a rotating basis. In Tarpon Springs PSTA operates bus service and coastal "trolley" bus service. It also has connecting stops with the Pasco County Public Transportation system.

- *Primary Coordination Issues and Topics*
  The primary mechanism of coordination with PSTA is through the Forward Pinellas Metropolitan Planning Organization (see above).

UTILITIES

Public and private utilities include the electric, phone, cable and gas companies serving the City. Tarpon Springs has entered into franchise agreements with some of these entities to secure services for its citizens. These entities include:

- **Clearwater Gas Service** - Clearwater Gas Service provides natural gas service to the residents and businesses of the City.
- **Duke Energy** - Duke Energy provides electricity for residential and commercial uses within Tarpon Springs. The City also contracts with Duke Energy for street lighting in multiple locations.
- **Bright House Networks** - Bright House provides cable television within the City and undertook the installation of a fiber optic cable network prior to the start of service.
- **Frontier Communications** - Frontier provides cable television service to the City. They also locate and determine possible conflict of existing and proposed utilities.
- **Wide Open West (WOW)** - WOW provides cable television service to the City of Tarpon Springs and also locates and determines possible conflicts of existing and proposed utilities.



TARPON SPRINGS 2023

COMPREHENSIVE PLAN

DATA & ANALYSIS

TARPON SPRINGS 2040

COMPREHENSIVE PLAN

IMPLEMENTATION WORK PLAN

this must be the place

Draft as of 04/26/2024

2040 COMPREHENSIVE PLAN WORK PLAN [BASED ON ADOPTED POLICIES]

IMPLEMENTATION TIMELINE				LAND DEVELOPMENT CODE UPDATES (LDC)
0 - 18 MOS	1 -3 YEARS	3 - 5 YEARS	6 - 10 YEARS	
	✓			**CM 1.2.1:** Evaluate, revise, and implement regulations for shoreline and essential habitat buffers in the Land Development Code. Continue to restrict seawalling to areas where no other alternative shoreline stabilization technique is feasible.
	✓			**CM 1.2.2:** Evaluate and revise Land Development Code regulations to incentivize natural shoreline and upland retaining walls in lieu of seawalls for shoreline stabilization.
	✓			**CM 3.3.6:** Continue to monitor all current and credible sea level rise data and potential impacts of sea level rise on coastal system natural resources. Evaluate and update the resource protection standards of the Land Development Code and the Comprehensive Plan based on this data to protect resources and reduce risk to life, health and safety, and property.
		✓		**CM 3.3.12:** Evaluate and consider implementation and incentives to encourage floodproofing and wind mitigation improvements to existing structures.
	✓			**CM 3.3.13:** Evaluate increasing minimum base flood elevation standards for consistency with Pinellas County.
	✓			**CON 1.2.3:** Evaluate and revise existing Land Development Code regulations related to wetlands protection, preservation of open space, planned development performance zoning, transfer of development rights, buffers and setbacks, tree protection, clustering of units within the least environmentally-sensitive areas, and other techniques to advance conservation goals.
✓				**CON 1.4.3:** Require a minimum 25-foot buffer zone adjoining all wetlands in the Land Development Code.
✓				**CON 1.4.4:** Revise the Land Development Code acreage thresholds to require all development and redevelopment adjacent to identified wetlands and/or areas of significant upland habitat to assess natural systems/ biological/wildlife impacts and evaluate alternatives to eliminate or minimize adverse impacts.
	✓			**CON 1.6.3:** Revise the Land Development Code to require the utilization of soft shoreline stabilization techniques or a combination of an upland retaining wall with soft shoreline techniques along the Gulf of Mexico, St. Joseph Sound, Anclote River and Bayou shorelines as alternatives to seawall construction. Man-made canals, the historic seawall providing public access around Spring Bayou, and properties with existing seawalls on both sides shall be exempt from this requirement.
	✓			**CON 1.7.1:** Implement a tree canopy loss preservation policy in lieu of pay and go tree management, maintain and manage the City's tree inventory, and establish an urban forestry management program.
	✓			**CON 1.7.2:** Evaluate and implement programs and incentives to maximize and enhance the City's urban and natural tree canopy.
✓				**FLU 1.3.10:** Evaluate and amend the Land Development Code and SmartCode for opportunities to bring nonconforming site features, such as landscaping and stormwater, into compliance as a part of the redevelopment process.
	✓			**FLU 1.3.11:** Amend the Land Development Code to prioritize tree plantings over parking spaces.
	✓			**FLU 1.3.12:** Evaluate and establish requirements in the Land Development Code and SmartCode to reduce parking and increase tree plantings for properties identified on the Heat Severity Map (Map XX) as 'Moderate to High' and 'Severe'. These requirements shall apply to new construction and redevelopment/rehabilitation.
	✓			**FLU 1.3.13:** Explore potential incentives to increase tree plantings as a part of the development process.
	✓			**FLU 1.3.14:** Considering stormwater and tree canopy preservation needs, evaluate and amend the Land Development Code to establish impervious surface ratio (ISR) for residential development.
✓				**FLU 2.3.4:** Amend the Land Development Code to require that single family attached and multi-family developments be designed to include orientation of the front door to a neighborhood sidewalk and street.
✓				**FLU 2.3.6:** Amend the Land Development Code to prohibit drive-through/service windows from being located on building facades facing public streets.
	✓			**FLU 2.4.3:** Review and amend accessory dwelling unit regulations in the Land Development Code and other regulating plans to further encourage their development.
✓				**ROS 1.2.7:** Establish requirements in the land development code for new residential subdivisions to provide for recreation and open space.
✓				**ROS 1.5.3:** Update the Land Development Code to require conservation easements, or an appropriate Future Land Use Map amendment, as a condition of approval during development review processes to protect environmental lands in perpetuity.
	✓			**U 4.4.5:** Modify the building code and land development regulations to provide standards for improved indoor and outdoor water conservation in new construction.

2040 COMPREHENSIVE PLAN WORK PLAN [BASED ON ADOPTED POLICIES]

IMPLEMENTATION TIMELINE				TRANSPORTATION PLANNING
0 - 18 MOS	1 -3 YEARS	3 - 5 YEARS	6 - 10 YEARS	
	✓			**FLU 2.3.1:** Update and implement the Multimodal Transportation Plan.
	✓			**T 1.1.1:** Maintain the Multimodal Transportation District (MMTD) and evaluate the 2007 Multimodal Quality of Service Analysis. Based on this evaluation, prepare and adopt a comprehensive Multimodal Master Plan.
✓				**T 1.1.10:** Conduct a feasibility study and prioritize a context-sensitive multimodal extension of Disston Avenue from Curlew Place to Meres Boulevard/Mango Street, that, at a minimum, entails a shared-use path of at least 12 feet in width that can be utilized by emergency vehicles to improve connectivity throughout the city, particularly for emergency response and a direct connection to St. Petersburg College.
		✓		**T 1.3.7:** Evaluate freight/truck delivery service routing and parking alternatives through technology and signage to reduce conflicts and infrastructure damage and consider establishing one or more potential commercial staging areas for distribution of deliveries.
			✓	**T 1.4.8:** Evaluate the feasibility of a transit circulator and other microtransit options within the MMTD and to and from major origins and destinations, identifying a funding source(s) and strategies, ridership projections, implementation priorities, operating hours and frequencies, and recommendations for route alignments, shelters, and transit stop amenities.

IMPLEMENTATION TIMELINE				RESILIENCY AND SUSTAINABILITY
0 - 18 MOS	1 -3 YEARS	3 - 5 YEARS	6 - 10 YEARS	
		✓		**CM 1.2.4:** Identify design alternatives and funding sources for bayou erosion control
		✓		**CM 2.5.2:** Develop plans and programs to incentivize climate adaptation techniques and/or the acquisition of property to prevent incompatible development in areas of repeated damage resulting from flooding, storm surge or wind velocity.
		✓		**CM 3.3.5:** Develop a local Post Disaster Redevelopment Plan.
		✓		**CM 3.4.5:** Research and consider implementing tax incentives associated with voluntary conservation easements which would limit/prohibit rebuilding structures damaged by coastal flood events in vulnerable areas.
	✓			**CON 2.1.1:** Evaluate incentives and guidelines for homeowners and businesses to install solar power/heating and other renewable energy sources.
	✓			**CON 2.1.2:** Evaluate incentives and guidelines or green building that conserves natural resources and reduces monthly operating costs.
	✓			**CON 2.1.3:** Consider incentives for LEED (Leadership in Energy and Environmental Design) conscious projects.
	✓			**CON 2.1.5:** Develop and implement guidelines for a City-wide renewable energy plan.

IMPLEMENTATION TIMELINE				OTHER SPECIAL PLANNING STUDIES
0 - 18 MOS	1 -3 YEARS	3 - 5 YEARS	6 - 10 YEARS	
	✓	✓		**FLU 1.3.6:** Evaluate the areas designated as 'Neighborhood Suburban' on the Place Based Area Map for inclusion of context-sensitive, non-residential uses, such as pop-up commercial, corner stores, neighborhood markets, and accessory commercial units. This shall be implemented through a community-based planning process.
	✓			**FLU 1.5.1:** Conduct an economic development analysis and draft an Economic Development Element that considers the following: Asset-based economic development strategy, Cost of growth analysis, Impacts of formula-based uses on local businesses.
	✓	✓		**FLU 2.1.3:** Initiate and prioritize planning processes for special area/corridor plans for the areas identified as 'Transitional' on the Place Based Area Map by January 2026.
✓				**CM 2.4.2:** Evaluate cultural district / design guidelines for the Sponge Docks and Greektown.
	✓			**CON 2.1.4:** Evaluate the Historic Preservation Design guidelines to allow the rehabilitation of existing historic structures to utilize energy efficient materials as long as the historic integrity of the structure is maintained.
		✓		**HIS 2.2.1:** Consider designating significant scenic open spaces and parks within the city, including, but not limited to Craig Park, Tarpon Avenue, Spring Bayou, Whitcomb Bayou, Sunset Beach, and Dorsett Park and develop corresponding preservation and/or development regulations within the Historic Preservation Ordinance.

2040 COMPREHENSIVE PLAN WORK PLAN [BASED ON ADOPTED POLICIES]

IMPLEMENTATION TIMELINE				RECREATION MASTER PLANNING
0 - 18 MOS	1 -3 YEARS	3 - 5 YEARS	6 - 10 YEARS	
			✓	**CM 2.3.1:** Assess and establish recommendations for waterfront improvements to promote recreation, climate adaptation, and coastal restoration as part of the Parks and Recreation Master Plan.
		✓		**CM 2.3.2:** Evaluate increased access or use of City-owned right-of-way access points to the waterfront as part of the Parks and Recreation Master Plan.
		✓		**CON 1.1.1:** Identify and delineate natural ecosystems, native vegetative communities and native wildlife habitats and corridors in the Parks and Recreation Master Plan.
	✓			**ROS 1.2.1:** Fund and prepare a parks and recreation master plan, including assessment of current and future needs and priorities; establishment of updated facility and parkland level of service standards; and planning for capital, programming, and operational investments in the parks and recreation system based on identified priorities. This effort shall consider public input gathered during the 2022 Comprehensive Plan update, summarized in "Local Trends" section of data and analysis. Upon adoption, the master plan policies will supersede the levels of services standards in Policies 1.2.2, 1.2.3, and 1.2.4.
		✓		**ROS 1.2.6:** Update the Parks and Recreation Service impact fee to reflect amended Level of Service and needs analysis from the parks and recreation master plan.
			✓	**ROS 1.2.8:** Evaluate and consider building a public aquatic facility as a part of the parks and recreation master plan.
		✓	✓	**ROS 1.5.2:** Evaluate the development of an environmental lands protection list and opportunities for conservation easements.

IMPLEMENTATION TIMELINE				UTILITIES
0 - 18 MOS	1 -3 YEARS	3 - 5 YEARS	6 - 10 YEARS	
	✓			**U 4.3.1:** The City shall develop, fund, and implement a long term plan for replacement of aging water mains, particularly galvanized and cast iron water mains. The plan shall be prioritized based on sound engineering principles such as level of service, local water quality, pipe age and material and other similar factors, to ensure an equitable level of infrastructure funding throughout the City.
	✓	✓		**U 4.6.1:** Evaluate emerging water quality standards and new regulatory changes and develop plans to meet these requirements in a proactive manner.
	✓	✓		**U 4.6.2:** Develop a robust utility operations cybersecurity program to meet National Institute of Standards and Technology (NIST) and Environmental Protection Agency (EPA) standards for water and wastewater operational networks.
✓	✓			**U 4.6.3:** Dedicate funding and other necessary resources to meet the EPA Lead and Copper Rule, emerging rules on polyfluoroalkyl substances (PFAS) and other emerging contaminants.

IMPLEMENTATION TIMELINE				INTERGOVERNMENTAL COORDINATION
0 - 18 MOS	1 -3 YEARS	3 - 5 YEARS	6 - 10 YEARS	
✓	✓			**FLU 2.4.2:** Review and implement policies of the Countywide Housing Compact as they relate to land use, transportation, and density.
✓	✓			**H 1.3.3:** Evaluate and amend existing bonus density/intensity criteria within the Land Development Code to incorporate methods and incentives from the Pinellas County Housing Compact.

SUSTAINABILITY PLAN ACTIONS	COMPREHENSIVE PLAN GOALS, OBJECTIVES, & POLICIES RELATED TO ACTION	NOTES
Action 1: Develop a net zero canopy loss policy through the Land Development Code and preserve habitat areas for threatened animal and plant species.	**Conservation** Objective 1.7: Protect and enhance the urban and natural tree canopy to reduce stormwater runoff, improve air quality, decrease urban heat island effects, and provide shade and habitat. Policy 1.7.1: Implement a tree canopy loss preservation policy in lieu of pay and go tree management, maintain and manage the City's tree inventory, and establish urban forestry management program. Policy 1.7.2: Evaluate and implement programs and incentives to maximize and enhance the City's urban and natural tree canopy. **Future Land Use** Policy 1.3.11: Amend the Land Development Code to prioritize tree plantings over parking spaces.Policy 1.3.13: Explore potential incentives to increase tree plantings as a part of the development process. Policy 1.3.14: Considering stormwater and tree canopy preservation needs, evaluate and amend the Land Development Code to establish impervious surface ratio (ISR) for residential development.	
Action 2: Conduct an analysis of the City's urban heat island to identify priority areas for heat mitigation. Reduce the urban heat island citywide through actions including increasing the urban tree canopy and green space, lining thoroughfares with shade trees, installing awnings and arcades or water features such as mist devices, and using reflective or permeable surfaces where appropriate.	**Future Land Use** Policy 1.3.12: Evaluate and establish requirements in the Land Development Code and SmartCode to reduce parking and increase tree plantings for properties identified on the Heat Severity Map (Map X.X) as 'Moderate to High' and 'Severe'. These requirements shall apply to new construction and redevelopment/rehabilitation.Policy 1.3.13, Policy 1.3.14 (see Action 1 above) . **Conservation** Objective 1.7, Policy 1.7.1, Policy 1.7.2 (see Action 1 above)	
Action 3: Adopt a city guideline with required break times coinciding with the heat index to ensure the wellbeing of city employees who work outdoors.	Not applicable to Comp Plan.	
Action 4: Adopt an ordinance requiring control of invasive species, and create a preferred plant ordinance for private landscaping, to maintain biodiversity and habitat. Create a program with incentives to remove invasive plants and replace with native and/or site-appropriate plants in landscaping.	**Conservation** Objective 1.2: Utilize the Land Development Code to ensure site development maintains or improves existing ecosystems, native wildlife species, and native vegetative communities. Policy 1.2.1: Continue to require in the Land Development Code, the removal of ecologically undesirable non-native vegetation from development sites. Policy 1.2.2: Require the preservation of native vegetation during site development through Land Development Code standards.	
Action 5: Adopt and enforce an ordinance requiring control of invasive species and use of sustainable landscaping practices on all City properties. Use Integrated Pest Management to limit the use of pesticides on City property and provide pesticide reduction awareness for community members and property owners.	**Conservation** Policy 1.1.4: Incorporate pest best management practices and implement policies for vegetation management and pollinator conservation in City Operation and Maintenance procedures. Policy 1.1.5: Require City projects to: Protect and enhance native species and intact habitat. Meet Florida Friendly Landscaping™ standards.	
Action 6: Review regulations that establish wetland, stream, and shoreline buffer widths and adjacent land uses, and achieve no net loss of wetlands, streams, and shoreline buffers.	**Conservation** Objective 1.4: Protect and improve the function of all wetlands and areas of significant upland habitat as defined in Future Land Use Element. Policy 1.4.1: Preserve and enhance all remaining wetlands during the development review process. On-site wetland alterations that result in a net gain of wetland habitat may be permitted. Policy 1.4.2: Continue to require a minimum 30 foot aquatic lands setback through the Land Development Code regulations. Policy 1.4.3: Require a minimum 25-foot buffer zone adjoining all wetlands in the Land Development Code. Policy 1.4.4: Revise the Land Development Code acreage thresholds to require all development and redevelopment adjacent to identified wetlands and/or areas of significant upland habitat to assess natural systems/biological/wildlife impacts and evaluate alternatives to eliminate or minimize adverse impacts. Policy 1.4.5: Wetlands that are not designated as "Preservation" or "Recreation Open Space" on the Future Land Use Map require a future land use amendment to either of these two designations prior to issuance of any construction permits for adjacent upland development.	
Action 7: Improve connectivity to wildlife corridors by increasing the amount of natural and restored areas directly connected to regional natural systems. Develop a plan to protect and restore natural resources through land conservation, corridor connectivity, and restoration of biological integrity and function in compromised areas.	**Conservation** Policy 1.1.6: Evaluate the feasibility of regulatory techniques or incentives to help close gaps in the ecological greenway system and protect species of concern. Policy 1.1.7: Prohibit the destruction of threatened and endangered species through the protection of their habitat.	
Action 8: Develop financing strategies to acquire land or easements including identifying grant funding sources, designating capital dollars, and encouraging donations to the City Land Preservation Fund. Prioritize acquiring land with repeat flooding or vulnerable undeveloped areas to be used for restoration, recreation, or retention.	**Recreation and Open Space** Objective 1.5: Preserve environmentally sensitive lands and lands that support threatened or endangered species for passive recreation. Policy 1.5.1: As part of the parks and recreation master plan process, evaluate and identify environmentally sensitive and scenic areas to preserve passive recreational uses. This effort shall be coordinated with land acquisition and conservation/preservation policies in the Coastal Management and Conservation Elements and consider outcomes from the city parks and recreation master plan. Policy 1.5.2: Evaluate the development of an environmental lands protection list and opportunities for conservation easements. Policy 1.5.3: Update the Land Development Code to require conservation easements, or an appropriate Future Land Use Map amendment, as a condition of approval during development review processes to protect environmental lands in perpetuity. **Conservation** Policy 1.1.8: Designate properties eligible for acquisition through Federal, State, and Regional programs to advance conservation goals.	
Action 9: Provide incentives to residents and developers to protect and restore critical watershed protection areas.	**Future Land Use** Objective 3.1: Protect the City's municipal water supply from encroachment by incompatible land uses and coordinate future land uses appropriate topography and soil conditions. **Conservation** Objective 1.3: Protect, conserve, and restore surface and ground waters. Policy 1.3.1: Restrict land development that degrades the City's surface and groundwater resources. Policy 1.3.5: Prohibit land use amendments that will adversely impact water quantity and quality. Policy 1.3.7: Coordinate with Pinellas and Pasco County Counties to implement the Anclote River Watershed Management Master Plan. Policy 1.3.8: Cooperate with the Pinellas and Pasco counties, FDEP, SWFWMD, the Tampa Bay Estuary Program and other local governments to protect, restore and enhance surface waters and the dependent habitats and resources. Objective 1.4: Protect and improve the function of all wetlands and areas of significant upland habitat as defined in Future Land Use Element. Policy 1.4.1, Policy 1.4.2, Policy 1.4.3, 1.4.4, Policy 1.4.5. (See action 6 above) Objective 1.5: Minimize direct stormwater runoff into the Gulf of Mexico, Anclote River, bayous and other open bodies of water. Policy 1.5.1: Adopt and implement the 2023 Draft updated City of Tarpon Springs Stormwater Manual standards.	
Action 10: Support activities to increase awareness about natural resource protection.	**Conervation** GOAL 2: PROMOTE AND APPLY ENVIRONMENTALLY SUSTAINABLE PRINCIPLES, PROGRAMS AND PRACTICES THAT SUPPORT A MORE RESILIENT COMMUNITY	
Action 11: Adopt a preservation, park, and recreation plan in order to promote a communitywide network of public spaces that provide recreational benefits while protecting natural, historic, and cultural resources.	**Recreation and Open Space Policy** 1.2.1: Fund and prepare a parks and recreation master plan, including assessment of current and future needs and priorities; establishment of updated facility and parkland level of service standards; and planning for capital, programming, and operational investments in the parks and recreation system based on identified priorities. This effort shall consider public input gathered during the 2022 Comprehensive Plan update, summarized in "Local Trends" section of data and analysis. Upon adoption, the master plan policies will supersede the levels of services standards in Policies 1.2.2, 1.2.3, and 1.2.4.	
Action 12: Create a long-term funding strategy to acquire, create, and maintain parklands.	**Recreation and Open Space** Policy 1.2.1 above	
Action 13: Demonstrate a measurable reduction in vulnerability and increase in resiliency to communitywide risks such as sea-level rise flooding, storm-event flooding, and heat, and prioritize improvements for at-risk population groups.	**Coastal Management** GOAL 3: REDUCE RISK TO HUMAN LIFE, PROPERTY, AND PUBLIC INVESTMENTS FROM THE EFFECTS OF HURRICANES, STORM SURGE, HIGH-TIDE EVENTS, FLASH FLOODS, STORMWATER RUNOFF, SEA LEVEL RISE AND OTHER CLIMATE RELATED IMPACTS AND NATURAL DISASTERS. Objective 3.1: Limit public expenditures that subsidize development in the Coastal High Hazard Area to the following: Maintenance and purchase of public open space, Drainage improvements, Elimination of existing septic systems, Maintenance and repair of existing roads, Post-disaster repair / replacement of existing public roadways and utilities, City-owned water-dependent uses Policy 3.1.2: Restrict public investments such as roads, water, and sewer infrastructure, which would subsidize new private development in the Coastal High Hazard Area. This shall include acceptance of privately constructed, roads, stormwater facilities and utilities intended to be dedicated to the public and which will require future maintenance by the City of Tarpon Springs. Policy 3.1.3: Consider the most current and credible sea level rise data when planning for infrastructure and capital improvement expenditures in the Coastal High Hazard Area. Policy 3.1.4: Limit development within High Hazard Coastal Areas with dedicated City funds to the following conditions: those which are in need of stormwater improvements, those in need of restoration of natural resources, or existing public facilities in need of restoration or maintenance. Policy 3.1.5: Utilize the Vulnerability Assessment and CIP to assess and implement strategies for preparing for sea level rise, such as increasing road surface elevation standards, subsurface stabilization, stormwater management and drainage, and adjustment of bridge heights to allow for navigation.	

SUSTAINABILITY PLAN ACTIONS	COMPREHENSIVE PLAN GOALS, OBJECTIVES, & POLICIES RELATED TO ACTION	NOTES
Action 14: Review and revise the seawall ordinance to require all newly installed or renovated seawalls to meet a minimum height based on current base flood projections. Evaluate potential use of living seawalls in City seawall improvements.	**Conservation** Policy 1.6.3: Revise the Land Development Code to require the utilization of soft shoreline stabilization techniques or a combination of an upland retaining wall with soft shoreline techniques along the Gulf of Mexico, St. Joseph Sound, Anclote River and Bayou shorelines as alternatives to seawall construction . Man-made canals, and the historic seawall providing public access around Spring Bayou, and properties with existing seawalls on both sides shall be exempt from this requirement. **Coastal Management** Objective 1.2: Maintain, restore, and enhance shorelines to reduce risk to property while maximizing benefits to natural coastal habitat, resources, and systems. Policy 1.2.1: Evaluate, revise, and implement regulations for shoreline and essential habitat buffers in the Land Development Code. Continue to restrict seawalling to areas where no other alternative shoreline stabilization technique is feasible. Policy 1.2.2: Evaluate and revise Land Development Code regulations to incentivize natural shoreline and upland retaining walls in lieu of seawalls for shoreline stabilization.	
Action 15: Improve facilities and infrastructure throughout the community to be better prepared for climate change threats.	**Coastal Management** Objective 2.5: Improve resilience to flooding, climate related impacts, and natural disasters. Policy 2.5.1: Develop and implement a Sustainability Action Plan in coordination with the vulnerability assessment. Policy 2.5.2: Develop plans and programs to incentivize climate adaptation techniques and/or the acquisition of property to prevent incompatible development in areas of repeated damage resulting from flooding, storm surge or wind velocity. Policy 2.5.3: Require the removal, relocation or structural modification of public infrastructure that experiences repeated storm damage, including flood damage. **Utilities** Objective 3.4: Incorporate long-term sustainability and resiliency principles into the stormwater management program. Policy 3.4.1: Incorporate appropriate low-impact development and green infrastructure principles and methods into the City's regulatory and public infrastructure stormwater programs. Policy 3.4.2: The City shall require sodding and appropriate landscaping as components of the drainage system for natural filtration and erosion control. Policy 3.4.3: Preserve and buffer waterbodies, wetlands and wetland hydrology to ensure that natural stormwater conveyance and storage are maintained as a way to prevent exacerbation of stormwater flooding, and to ensure that new stormwater systems do not affect natural hydrologic functions. Policy 3.4.4: Adapt the City's stormwater program to plan for future sea level rise consistent with program guidance and funding requirements of the State of Florida, including both regulatory and infrastructure components of the program. Policy 3.4.5: Consider the development of a stormwater master plan for the City's core area of downtown including the Special Area Plan district and the surrounding historical plats of record, with the intent of generating a multi-faceted approach that includes the use of dedicated public rights-of-way, private maintenance of certain components, incorporation of stormwater parks/green space, and other creative or innovative initiatives.	
Action 16: Draft a Climate Action Plan with actions to transition the city toward clean energy goals including increasing on-site renewable energy production and the use of electric vehicles and alternative fuels. Create staff incentives to encourage the use of alternatives modes of transportation and the transition to electric vehicles.	**Conservation** GOAL 2: PROMOTE AND APPLY ENVIRONMENTALLY SUSTAINABLE PRINCIPLES, PROGRAMS AND PRACTICES THAT SUPPORT A MORE RESILIENT COMMUNITY Objective 2.1: Reduce energy consumption and waste. Policy 2.1.5: Develop and implement guidelines for a City-wide renewable energy plan.	
Action 17: Create incentives to encourage community members to utilize alternative modes of transportation and low-emission vehicles.	**Future Land Use** Objective 1.3: Encourage development / re-development that promotes sustainable urban development patterns. Objective 2.3: Improve quality of life by providing diverse, well designed and walkable destinations while maintaining choices in housing, workplaces and travel options. Policy 2.3.1: Update and implement the Multimodal Transportation Plan. **Transportation** GOAL 1: PROVIDE A SAFE, CONVENIENT, EQUITABLE, AND ENERGY EFFICIENT MULTIMODAL TRANSPORTATION SYSTEM TO IMPROVE QUALITY OF LIFE. Policy 1.2.12: Establish requirements and incentives for bike racks, benches, rest facilities and lockers, and prioritize locations in the Multimodal Master Plan.	
Action 18: Adopt an official greenhouse gas emissions (GHG) reduction target, such as a 30% reduction by 2030 and an 80% reduction by 2050, in local government GHG emissions.	**Conservation** GOAL 3: IMPROVE AIR QUALITY TO PROTECT PUBLIC HEALTH AND THE ENVIRONMENT. Objective 3.1: Coordinate with the County on the implementation of air pollution control programs.	
Action 19: Conduct a local government GHG Inventory at least every 5 years.	See Action 19 above	
Action 20: Conduct a solar feasibility study for City facilities. Create a policy to encourage the City to progressively source its energy consumption from renewable energy sources.	**Conservation** Policy 2.1.5: Develop and implement guidelines for a City-wide renewable energy plan. Policy 2.1.6: Expand the City-wide energy efficiency program.	
Action 21: Make retrofits and upgrades to local government buildings and/or infrastructure systems that will increase energy and water efficiency.	**Conservation** Policy 2.1.5, Policy 2.1.6 (see Action 20 above)	
Action 22: Work toward a solid waste recycling rate goal of 40% or greater and increase the number of recycling drop off locations in the city. Encourage HOAs and residential complexes to provide recycling to their residents.	**Utilities** Objective 2.4: Continue a solid waste reduction and recycling program to conserve natural resources, minimize solid waste disposal needs and maximize the existing County disposal facilities' capacity and life. Policy 2.4.1: Maintain a solid waste recycling program that includes collection of recyclable solid waste material and transport to appropriate facilities. Policy 2.4.2: Explore methods for waste volume reduction that involve other local governments and non-governmental organizations to promote appropriate materials salvage, reuse and recycling programs in the City. Policy 2.4.3: Continue and expand the City government recycling program to include waste volume reduction and waste reuse measures for City facilities, operations and construction projects. Policy 2.4.4: Continue and expand the City's ongoing public education program involving all age groups and media venues, to provide for best waste stream reduction practices and optimal recycling participation.	
Action 23: Conduct a feasibility assessment for a community-wide composting program. Create programs and incentives to encourage composting in the community.	**Conservation** Policy 2.4.2 in Action 22 above	
Action 24: Provide education and outreach to engage residents, businesses, and local government staff in topics which relate to city efforts regarding GHG reduction, energy and water efficiency, and waste reduction strategies.	**Utilities** Policy 2.4.4: Continue and expand the City's ongoing public education program involving all age groups and media venues, to provide for best waste stream reduction practices and optimal recycling participation. Policy 4.4.7: Provide public education materials to inform citizens of the need and opportunities for conserving potable water. Conservation GOAL 2: PROMOTE AND APPLY ENVIRONMENTALLY SUSTAINABLE PRINCIPLES, PROGRAMS AND PRACTICES THAT SUPPORT A MORE RESILIENT COMMUNITY Objective 2.1: Reduce energy consumption and waste. Policy 2.1.1: Evaluate incentives and guidelines for homeowners and businesses to install solar power/heating and other renewable energy sources. Policy 2.1.2: Evaluate incentives and guidelines for green building that conserves natural resources and reduces monthly operating costs. Policy 2.1.3: Consider incentives for LEED (Leadership in Energy and Environmental Design) conscious projects. Policy 2.1.4: Evaluate the Historic Preservation Design guidelines to allow the rehabilitation of existing historic structures to utilize energy efficient materials as long as the historic integrity of the structure is maintained. Policy 2.1.5: Develop and implement guidelines for a City-wide renewable energy plan.	

SUSTAINABILITY PLAN ACTIONS	COMPREHENSIVE PLAN GOALS, OBJECTIVES, & POLICIES RELATED TO ACTION	NOTES
Action 25: Adopt a multimodal master plan that prioritizes future projects to improve bicycle and pedestrian safety and access to public transit and increase the mileage of sidewalks and bicycle lanes or paths. Pursue accreditations such as Bicycle- Friendly Community or Walk-Friendly Community. Adopt land development regulations that promote walkability and evaluate the feasibility of a communitywide public bike share program.	**Transportation** Objective 1.1: Develop and maintain a multimodal transportation system that: Minimizes the potential for transportation related deaths and serious injuries; Provides transportation options that increases mobility for all users and reduces dependence on single-occupancy motor vehicles; Adapts to changing needs, vehicles and technology; and Efficiently utilizes existing capacity and rights-of-way. Policy 1.1.1: Maintain the Multimodal Transportation District (MMTD) and evaluate the 2007 Multimodal Quality of Service Analysis. Based on this evaluation, prepare and adopt a comprehensive Multimodal Master Plan. Policy 1.1.5: Maintain the Smartcode to continually improve pedestrian and transit-oriented design. Objective 1.2: Take a complete streets approach towards mobility to safely meet the modal needs of all users regardless of age or ability. Policy 1.2.1: Utilize traffic safety awareness programs, signage, signalization, intersection improvements, and access management strategies to eliminate traffic fatalities and serious injuries in coordination with Forward Pinellas and the implementation of the Safe Streets Pinellas Action Plan. Policy 1.2.2: Require bicycle lanes be constructed where technically feasible, as part of new road construction or resurfacing projects, with a highest priority on safety. Policy 1.2.3: Require new sidewalks be constructed where technically feasible, as part of new or redeveloped commercial, residential, industrial and mixed-use projects. Policy 1.2.6: Periodically review and amend as necessary, Land Development Code parking and parking lot design requirements. Policy 1.2.8: Provide pedestrian crosswalks as part of resurfacing or new construction projects. Prioritize locations for new crosswalks and evaluate existing crosswalks for necessity in the Multimodal Master Plan. Policy 1.2.9: Require accommodations for bicycle and motorcycle parking in the Land Development Code. Policy 1.2.10: Provide parking credits for projects that are adjacent to the Pinellas Trail. Policy 1.2.11: Implement landscaping to improve the aesthetic quality of transportation facilities, promote traffic-calming, reduce runoff, provide shade, reduce heat island affects, and buffer adjoining land uses from public/private roadways. Policy 1.2.12: Establish requirements and incentives for bike racks, benches, rest facilities and lockers, and prioritize locations in the Multimodal Master Plan. Policy 1.2.13: Support development proposals that incorporate new urbanist principles and create a more walkable urban environment. Policy 1.2.15: Evaluate the feasibility of transit circulators and other microtransit options. Objective 1.3: Establish an interconnected transportation network within and among existing and proposed residential, commercial, industrial and mixed-use areas. Objective 1.4: Improve performance of the multimodal transportation network to increase mobility and accessibility for all. Policy 1.4.8: Evaluate the feasibility of a transit circulator and other microtransit options within the MMTD and to and from major origins and destinations, identifying a funding source(s) and strategies, ridership projections, implementation priorities, operating hours and frequencies, and recommendations for route alignments, shelters, and transit stop amenities. Policy 1.4.9: Review all proposed development or redevelopment applications for consistency with this element and potential impacts to multimodal accessibility. Policy 1.4.12: Continue to implement the Proportionate Fair Share Program to fund operating and capital costs associated with improving transit service and the bicycle and pedestrian environment in the MMTD. Fair share is based on the proportion of net external trips generated by the proposed development relative to the total number of trips generated at build-out by redevelopment within the MMTD.	
Action 26: Make green stormwater infrastructure a core goal of the City's Infrastructure Master Plan. Encourage the use of green stormwater infrastructure in private development.	**Utilities** Objective 3.4 and associated policies in Action 15 above	
Action 27: Assess city-owned coastal properties to determine application of living shorelines and living seawalls. When feasible, utilize living shoreline and natural system strategies to strengthen coastal resilience and mitigate coastal flooding damage.	**Conservation** Policy 1.6.3: Revise the Land Development Code to require the utilization of soft shoreline stabilization techniques or a combination of an upland retaining wall with soft shoreline techniques along the Gulf of Mexico, St. Joseph Sound, Anclote River and Bayou shorelines as an alternatives to seawall construction . Man-made canals, and the historic seawall providing public access around Spring Bayou, and properties with existing seawalls on both sides shall be exempt from this requirement. Coastal Management Objective 1.2: Maintain, restore, and enhance shorelines to reduce risk to property while maximizing benefits to natural coastal habitat, resources, and systems. Policy 1.2.1: Evaluate, revise, and implement regulations for shoreline and essential habitat buffers in the Land Development Code. Continue to restrict seawalling to areas where no other alternative shoreline stabilization technique is feasible. Policy 1.2.2: Evaluate and revise Land Development Code regulations to incentivize natural shoreline and upland retaining walls in lieu of seawalls for shoreline stabilization.	
Action 28: Make green infrastructure a core goal of the City's Infrastructure Master Plan. Create green building standards and sustainability practices for City facilities that include considerations for improved energy efficiency, GHG emissions reduction, and which promote sustainable landscapes as well as public health and safety. Require new City facilities to meet elevated standards and encourage the use of green building certification programs such as LEED.	**Future Land Use** Objective 1.4: Promote energy conservation by encouraging rehabilitation of existing structures and new construction to utilize energy efficient design. Policy 1.4.1: Promote sustainable communities by encouraging green building practices that conserve natural resources and reduces monthly operating costs. Policy 1.4.2: Provide incentives in the City's regulating plans, such as flexibility of zoning dimensional criteria and floor area ratio (FAR) bonuses for developments that utilize the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) principles or the Florida Green Building Coalitions' Green land development and building standards.Conservation Policy 2.1.5: Develop and implement guidelines for a City-wide renewable energy plan. Policy 2.1.6: Expand the City-wide energy efficiency program.	
Action 29: Adopt local design criteria and land development codes that require proactive green infrastructure practices for new developments to encourage sustainable development and the use of green building certification programs such as LEED.	**Conservation** Policy 2.1.1: Evaluate incentives and guidelines for homeowners and businesses to install solar power/heating and other renewable energy sources. Policy 2.1.2: Evaluate incentives and guidelines for green building that conserves natural resources and reduces monthly operating costs. Policy 2.1.3: Consider incentives for LEED (Leadership in Energy and Environmental Design) conscious projects.	
Action 30: Seek funding sources to help reduce costs for residents and business owners to implement green building practices.	**Conservation** Policy 2.1.1: Evaluate incentives and guidelines for homeowners and businesses to install solar power/heating and other renewable energy sources. Policy 2.1.2: Evaluate incentives and guidelines for green building that conserves natural resources and reduces monthly operating costs.	
Action 31: Amend existing local economic plans and strategies to focus market demand for green jobs, technology, products, and services.	**Future Land Use** Objective 1.5: Evaluate various potential growth patterns for impacts upon the City's ability to provide long term sustainable services to the City's residents. Policy 1.5.1: Conduct an economic development analysis and draft an Economic Development Element that considers the following:a)Asset-based economic development strategy b) Cost of growth analysis c) Impacts of formula-based uses on local businesses	Could be expanded in future Economic Element
Action 32: Work with community partners to amend existing local economic plans and strategies to sustain existing and attract new cultural and artistic creatives to the Tarpon Springs community.	**Historic and Cultural Resources** GOAL 3: RECOGNIZE THE DIVERSITY OF CULTURAL TRADITIONS AND FOSTER ARTISTIC EXPRESSION TO ENRICH QUALITY OF LIFE FOR RESIDENTS AND VISITORS. Objective 3.1: Support and raise awareness of the diverse, evolving cultural heritage of the City. Policy 3.1.1: Permit arts and cultural events, celebrations, programs, and exhibits at City buildings, outdoor spaces, and parks. Policy 3.1.2: Equitably support cultural arts programs and access to these resources for all ages, incomes, and abilities throughout the City. Objective 3.2: Use art and design in public spaces to enhance sense-of-place. Policy 3.2.1: Prepare a Public Art Master Plan to identify opportunities and locations for public art and establish priorities.	Could be expanded in future Economic Element
Action 33: Create a sustainable procurement policy for City purchases to encourage the use of safe, healthy, and environmentally responsible products.		
Action 34: Implement a City program to acknowledge and promote local green businesses.	**Recreation and Open Space Objective** 1.4: Promote asset-based economic development through eco-tourism and cultural tourism. Policy 1.4.1: Advocate programs, policies and partnerships between City and commercial recreation providers that assist in promoting economic development through eco-tourism.	Could be expanded in future Economic Element
Action 35: Evaluate family-friendly workplace policies for local government employees including paid family leave, flexible scheduling, teleworking, job sharing, and easily available childcare. Limit contractual services to Equal Opportunity Employers and ensure that all City employees earn a living wage according to applicable standards.	Not applicable to Comp Plan.	
Action 36: Demonstrate progress in appointing local advisory board members that reflect the gender, racial, and ethnic diversity of the community.	Not applicable to Comp Plan.	
Action 37: Partner with community organizations to maintain an inventory of civic organizations, neighborhood associations, and local service providers which can be used to address neighborhood-specific needs.	Not applicable to Comp Plan.	

SUSTAINABILITY PLAN ACTIONS	COMPREHENSIVE PLAN GOALS, OBJECTIVES, & POLICIES RELATED TO ACTION	NOTES
Action 38: Conduct an outreach program to obtain input for the Sustainability Plan major revision. Obtain diversified input by reaching out to a variety of stakeholders to further community engagement in local decision-making.	Not applicable to Comp Plan.	
Action 39: Utilize the existing Cops & Kids programs to provide young people with opportunities to participate in civic activities and programs that support the development of strong youth leaders. Increase engagement among individuals from low-income and/or minority neighborhoods.	Not applicable to Comp Plan.	
Action 40: Demonstrate progress in reducing the risks and exposure to environmental justice conditions such as aging infrastructure, adequate access to critical services, health of the natural environment, and exposure to the impacts of climate change for low-income and/or minority neighborhoods.	Not specified in Comp Plan.	
Action 41: Adopt an environmental justice or social equity plan and policy to reduce negative impacts, increase access to community facilities and services among low-income populations and racial and ethnic minorities, and commit to equity in local government decision-making, activities, and investments.	Not specified in Comp Plan.	
Action 42: Provide equity, inclusion, cultural disparity, diversity or cultural competence training for local government staff.	Not applicable to Comp Plan.	
Action 43: Provide information about community resources and services in multiple languages and formats to make this information more widely accessible.	Not applicable to Comp Plan.	
Action 44: Conduct a community needs assessment to identify priority service needs, including the needs of vulnerable populations. Conduct a survey of aging community members to assess how well they feel that present and future needs are being met.	Not specified in Comp Plan.	
Action 45: Partner with community organizations to support and promote programming and events that inform residents of available human services and connect vulnerable community members to these programs and services.	Not applicable to Comp Plan.	
Action 46: Adopt a communitywide plan to reduce poverty and guarantee that basic human needs are met in the community.	Not specified in Comp Plan.	
Action 47: Adopt a "Health in all Policies" resolution to guide local decision-making.	Not specified in Comp Plan.	
Action 48: Adopt a "Climate in all Policies" or "Sustainability in all Policies" resolution to guide local decision-making.	Not specified in Comp Plan.	
Action 49: Conduct a food study to evaluate the city's food system to assess food security and access, and to develop strategies for ways to create a holistic, regenerative food system.	Not specified in Comp Plan.	
Action 50: Evaluate the Land Development Code regulations that allow farmer's markets, community gardens, and other forms of urban agriculture that promote increased food access. Encourage the use of edible plants on private property. Support programs that enable healthful retail food outlets to locate in underserved areas.	**Future Land Use** Policy 1.3.5: Review permitted and conditional uses of the City's regulating plans to support urban agriculture uses such as hydroponic crop production, self-sustainable urban farming, and local food production, community gardens and cooperatives, and vegetable/produce stands.Policy 1.3.6: Evaluate the areas designated as 'Neighborhood Suburban' on the Place Based Area Map for inclusion of context-sensitive, non-residential uses, such as pop-up commercial, corner stores, neighborhood markets, and accessory commercial units. This shall be implemented through a community-based planning process.	

Board of Commissioners

Memorandum

Date: May 7, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Award File No. 240105-B-JL, Anclote River Dredge Material Management Area (DMMA) Site Grading

Recommendation

Award File No. 240105-B-JL, Anclote River Dredge Material Management Area (DMMA) Site Grading to Petrotech Southeast, Inc., in an aggregate annual amount not to exceed $452,758.25, which includes a contingency amount of $70,000, for project Administration Department.

Background

The project consists of restoration of the project site that has been used for dewatering and storage of dredged materials from a recently completed Federal and Local dredging project. The purpose of the project is to regrade the site, leaving both dredged materials and berm fill material on the property. The project also includes some minor clearing and grubbing, and removal of rip-rap boulder stones to be stored at a nearby City facility (6.4 miles round trip), and sod installation in accordance with the plans (see attached memo). The city received 3 responses. Petrotech Southeast, Inc. was the lowest responsive, responsible bidder. References were validated and this vendor has successfully completed past and current projects.

Funding

307-8603-543.6300 $ 275.032.25 (60.7%) Water Transportation Systems
307-8603-543.6302 $ 177,726.00 (39.3%) Pinellas County Grant
Project Number: TR1706

Strategic Plan Objective

N/A

Tabulation of Submittals

For

RFQ No. 240105-B-JL

ANCLOTE RIVER DREDGE MATERIAL MANAGEMENT AREA (DMMA) SITE GRADING

APRIL 30, 2024@ 3:00 p.m.

BIDDER	TOTAL PRICE (INCLUDING CONTINGENCY)
Petrotech Southeast, Inc. Tampa, FL	$452,758.25
Dickerson Infrastructure, Inc. d/b/a/ Dickerson Florida, Inc. Ft Pierce, FL	$455,675.00
Gator Dredging Clearwater, FL	$534,500.00

Broadcast: 526 Plan holders: 23 Responses: 3

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.

Project Administration Department

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

Memorandum

Date: May 7, 2024

To: Janina Lewis, Procurement Services Director

From: Bob Robertson, Project Administration Director

Subject: IFB #240105-B-JL, Anclote River Dredge Material Management Area (DMMA) Site Grading, Award to Petrotech Southeast, Inc.

Recommendation
Board of Commissioners approval of a construction contract award to Petrotech Southeast Inc. is requested for the subject project. The contract amount is **$452,758.25.**

Background
The project consists of restoration of a project site that has been leased from a private owner for dewatering and storage of dredged materials from the recently completed dredging of the Anclote River Federal Channel and the City's Extended Turning Basin. Dredging activities are now complete. The site currently consists of built-up and intact dewatering berms and stored dredged (dewatered) soils.

The purpose of the project is to regrade the site using dredged materials and berm fill material on the property. The project also includes some minor clearing and grubbing, sod installation, and removal and recovery of approximately 900 tons of rip-rap boulder stones to be stored at the City's yard waste facility for City use.

Once a contract is executed and a Notice to Proceed (NTP) has been issued to the contractor, the project schedule will require Substantial Competition within 120 calendar days from NTP and Final Completion within 150 calendar days from NTP.

Funding
Funding is provided in Project Number **TR1706** as listed below including a grant of $177,726.00 from Pinellas County.

307-8603-543.6300	$	275.032.25	(60.7%)	Water Transportation Systems
307-8603-543.6302	$	177,726.00	(39.3%)	Pinellas County Grant
Total	**$**	**452,758.25**		

BID FORM

BID No. 240150-B-JL

Anclote River Dredge Material Management Area (DMMA) Site Grading

BIDDER Petrotech Southeast, Inc.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as specified and in accordance with the other terms and conditions of the Contract Documents.

The bidder warrants that prices, terms and conditions quoted in their bid will be firm and irrevocable for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the ITB. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

1. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

   a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
04-15-24	1	04-22-24	3-Revised Planset-2024.04.19
04-18-24	2		
04-18-24	2-Revised Planset-2024.04.17		
04-22-24	3		

   b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

   c. 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.

   d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

   e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.

   f. 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.

g. **The Contractor agrees to maintain the below bid prices for the entire contract period and no escalation of bid prices will be allowed throughout the entire contract period.**

2. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Bid Schedule (completed by contractor, signed and attached) and for the total base bid shown below:

TOTAL BASE BID CONTRACT PRICE: Four Hundred Fifty-Two Thousand, Seven Hundred
(Words)

Fifty Eight Dollars and Twenty Five Cents ($ 452,758.25)
(Numbers)

3. Bidder acknowledges the estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

4. Bidder agrees that the Work will be substantially complete within **one hundred fifty(150) calendar days** after the date when the Contract Times commence to run.

5. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

Bidder: Petrotech Southeast, Inc.

Address: 1902 N. 43rd St., Suite C

City: Tampa State: Florida Zip: 33605

Phone No.: 407-656-8114 Fax No : Email: jason.yates@petrotechse.com

Jason Yates, Vice President
Printed Name and Title

Authorized Signature

4/26/24
Date

CITY OF TARPON SPRINGS

ANCLOTE RIVER DREDGE MATERIAL MANAGEMENT AREA (DMMA)
SITE GRADING – BID SCHEDULE OF VALUES

VERSION 1

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total Amount
1	Mobilization	1	LS	$69,303.00	$69,904.00
2	Maintenance of Traffic	1	LS	$900.00	$900.00
3	Water for Dust Control	1	LS	$7,344.00	$7,344.00
4	Silt Fence	2750	LF	3.03	$8,332.00
5	Soil Tracking Prevention Devices	1	EA	$977.00	$977.00
6	Clearing & Grubbing	1.25	AC	$70,857.00	$88,571.25
7	Embankment	19500	CY	5.24	$102,180.00
8	Regular Excavation	19500	CY	4.90	$95,550.00
9	Sod	2000	SY	4.50	$9,000.00
10	Owner's Allowance (Do Not Modify)	1	LS	$70,000	$70,000
			Subtotal	$382,758.25*	
			GRAND TOTAL	$452,758.25	

*Subtotal without "Owner's Allowance" Unit Price of $70,000.

Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, Petrotech Southeast, Inc., 23800 County Road 561, Astatula , FL 34705
(Name and Address of Company)

(hereinafter called "Principal") and Swiss Re Corporate Solutions America Insurance Corporation (hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

FIVE PERCENT OF THE GREATEST AMOUNT BID Dollars ($ 5% G.A.B.)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

Anclote River Dredge Material Management Area (DMMA) Site Grading
Bid No. 240105-B-JL

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

IN WITNESS THEREOF, the said

Petrotech Southeast, Inc.
(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its President under its corporate seal, and the said Swiss Re Corporate Solutions America Insurance Corporation as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact under its corporate seal, the 30th day of April, 2024.

NAME OF COMPANY: Petrotech Southeast, Inc.

By: _____
(Signature)

Jeffrey O. Yates
(Please Print or Type Name)

President
(Title)

Petrotech Southeast, Inc. CORPORATE SEAL Florida 1992

ATTEST: _____
(Signature)

Swiss Re Corporate Solutions America Insurance Corporation
Surety Name

_____
Attorney-in-Fact James J. Drew

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

JAMES J. DREW

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1ST day of DECEMBER, 20 21.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 1ST day of DECEMBER, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Erik Janssens Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A. PATEL
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 26, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of April, 20 24.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

VENDOR REFERENCES

The following information is required in order that your bid may be reviewed and properly evaluated.

Company Name: Petrotech Southeast, Inc.

Length Of Time Company Has Been In Business: 15 years -

Business Address: 1902 N. 43rd St., Suite C

How Long In Present Location: 5 years

Telephone Number: 407-656-8114 Fax Number: _____ Email: jason.yates@petrotechse.com

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1.Project/Contract Name:	City of Tampa's Ignacio Haya Linear Park Living Shoreline
Dollar Value:	$ 292,000
Contact Name:	Tom Ries
Email/Phone Number:	813.376.90 76 / triese@ecosphererestoration.org
Agency/Company Name:	SE Biological Services and Restoration
Address:	5404 Cypress Center Drive, Suite 125, Tampa, Fl 33609
Date completed/or if in Progress:	6/30/2022
2. Project/Contract Name:	City of Tampa's Ulele Springs Retaining Wall/Seawall Repair
Dollar Value:	$160,000.00
Contact Name:	Al Hoel, PE
Email/Phone Number:	(813) 622-1901 Al.Hoel@tampagov.net
Agency/Company Name:	City of Tampa
Address:	637 Quintana Pl., St. Petersburg, FL 33703
Date completed/or if in Progress:	1/27/2021
3. Project/Contract Name:	Logistec Port Sulfur Storage and Handling Facility Expansions
Dollar Value:	$ 2,600,000
Contact Name:	Randy Comeaux
Email/Phone Number:	941.920.4950 / rcomeaux@gc.logistec.com
Agency/Company Name:	Logistec Gulf Coast LLC

Address:	1905 Intermodal Circle, Palmetto, FL 34221, Suites 207-213, Palmetto, FL 34221	
Date completed/or if in Progress:	6/23/2023	
4. Project/Contract Name:	JW Marriott Clearwater Groin Construction and Beach Restoration	
Dollar Value:	$520,000	
Contact Name:	Bryan Flynn, PE	
Email/Phone Number:	813-207-7216	bflynn@esassoc.com
Agency/Company Name:	ESA | Environmental Science Associates	
Address:	5404 Cypress Center Dr, Unit 125, Tampa, FL 33609	
Date completed/or if in Progress:	January 15, 2023	
5. Project/Contract Name:	Morse Island Shoreline Stabilization Project	
Dollar Value:	$1,202,358.00	
Contact Name:	Jaime Denton	
Email/Phone Number:	jaime.denton@districtgov.org 352.753.4022	
Agency/Company Name:	The Villages Development District	
Address:	4890 Morse Blvd | Wildwood, FL 34785	
Date completed/or if in Progress:	Currently in progress and approximately 87% complete.	

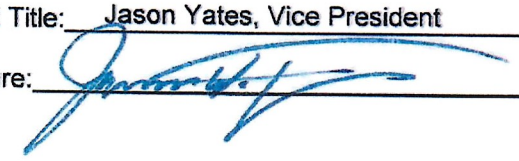
DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.A STATUTES.

1. This statement is submitted with the attached Bid.
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 is 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 specifying the actions that will be taken against employees for violations of such prohibition.
   b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
   c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
   d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
   e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
   f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Printed Name and Title: Jason Yates, Vice President

Authorized Signature: 

NO-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Hillsborough

Petrotech Southeast, Inc. being first duly sworn deposes and says that:

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By Jason Yates, VP

Subscribed and sworn to before me this 26 day of April, 2024.

Personally known ✓ OR Produced identification _____ Type of identification produced _____

Notary Public (Signature) Patterson

My Commission Expires: _____

CHRISTINE L. PATTERSON
MY COMMISSION # HH115868
EXPIRES: May 17, 2025

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

Jason W. Yates
(Printed Name)

Vice President
(Title)

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City _____**(List Position Or Board)** Type text here

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

☒ None of The Above

PART II:

Are you going to request an advisory board member waiver?
☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☒ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: Petrotech Southeast, Inc.

NAME (PER AUTHORIZED TO BIND THE COMPANY): Jason Yates, VP

SIGNATURE: _____ **DATE:** 4/26/24

CERTIFIED RESOLUTION

I, Jane Yates (Name), the duly elected Secretary of Petrotech Southeast, Inc. (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Jason Yates (Name)", the duly elected Vice President (Title of Officer) of Petrotech Southeast, Inc. (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tarpon Springs and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tarpon Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
Jason Yates	Vice President	

Given under my hand and the Seal of the said corporation this 29th day of April, 2024.

(SEAL) By: Jane D Yates
Secretary

Petrotech Southeast, Inc. CORPORATE SEAL NOTE: Florida 1992

Corporate Secretary
Corporate Title

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tarpon Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: Jason Yates

Title: Vice President

Date: 4/29/24

Signature: 

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Tarpon Springs.

The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Tarpon Springs. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tarpon Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Petrotech Southeast, Inc.	59-31428880	957399694
Company (Bidder) Name	Tax ID Number	DUNS Number

Jason Yates	
Authorized Representative Name	Authorized Representative Signature

60YR1

CAGE Code issued through www.sam.gov
Identification Number
(If Social Security number
DO NOT enter)

Anclote River Dredge Material Management Area (DMMA) Site Grading Summary

240105-B-JL

Overall Rating 5 out of 5

Reference Checks - Petrotech Southeast, Inc.

	City of Tampa Ignacio Haya Linear Park/Ulele Springs Retaining Wall	Logistec Port	JW Marriott Clearwater	Morse Island Shoreline
Spoke to:	Tom Ries	Randy Comeaux	Bryan Flynn P.E.	Jaime Denton
Scale of 1-5 (1= worst / 5= best)	$ 452,000.00	$ 2,600,000.00	$ 520,000.00	$ 1,202,358.00
1. Quality of Work:	5	5	5	5
2. Schedule/timely completion:	5	5	5	5
3. Compliance with budget:	5	5	5	5
4. Resolution of disputes:	5	5	5	4.8
5. Overall performance:	5	5	5	4.95
Notes:	Worked well communicated excellent and ahead of schedule- had 3 projects in past few years and provided work on several projects with no issues	Worked well on project even when engineer plans required corrections. Still on a continuing maintenance contract.	No issues with projects, any change orders were on the owner side. Definitely one of the top vendors they have used.	Consistently ahead of schedule, a month ahead on this current project- offer professional insight to project as needed

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: Honorable Mayor and Board of Commissioners

From: Mark LeCouris, City Manager

Date: May 2, 2024

Subject: Direction on Purchase of Stamas Property (Spoil Site)

I am requesting the Board's direction on proceeding with the execution of a property sale agreement for the Stamas property Parcel ID 01-27-15-00000-230-0100. This property has most recently been leased by the City for the dewatering of Anclote River dredge property sediments.

In discussion with the Stamas family, the City has been given one last opportunity to purchase this property for five and a half million dollars contingent that it be put to referendum in the November election. The Stamas family have already begun work to develop the property when the lease is up in September of this year. This would be put on hold if the City wanted to put the property sale on the November referendum.

For background, the property has been used on two separate occasions over the last 25 years to dewater and store dredged sediment for the Anclote River. On both occasions the property was leased by the private property owner to the City. The property is ideal due to its proximity to the Anclote River, favorable elevation for per collation and dewatering, and adequate property size. Prior to the most recent dredge, the City worked with a consultant to prepare a site feasibility study to look at other options with this property being the most favorable.

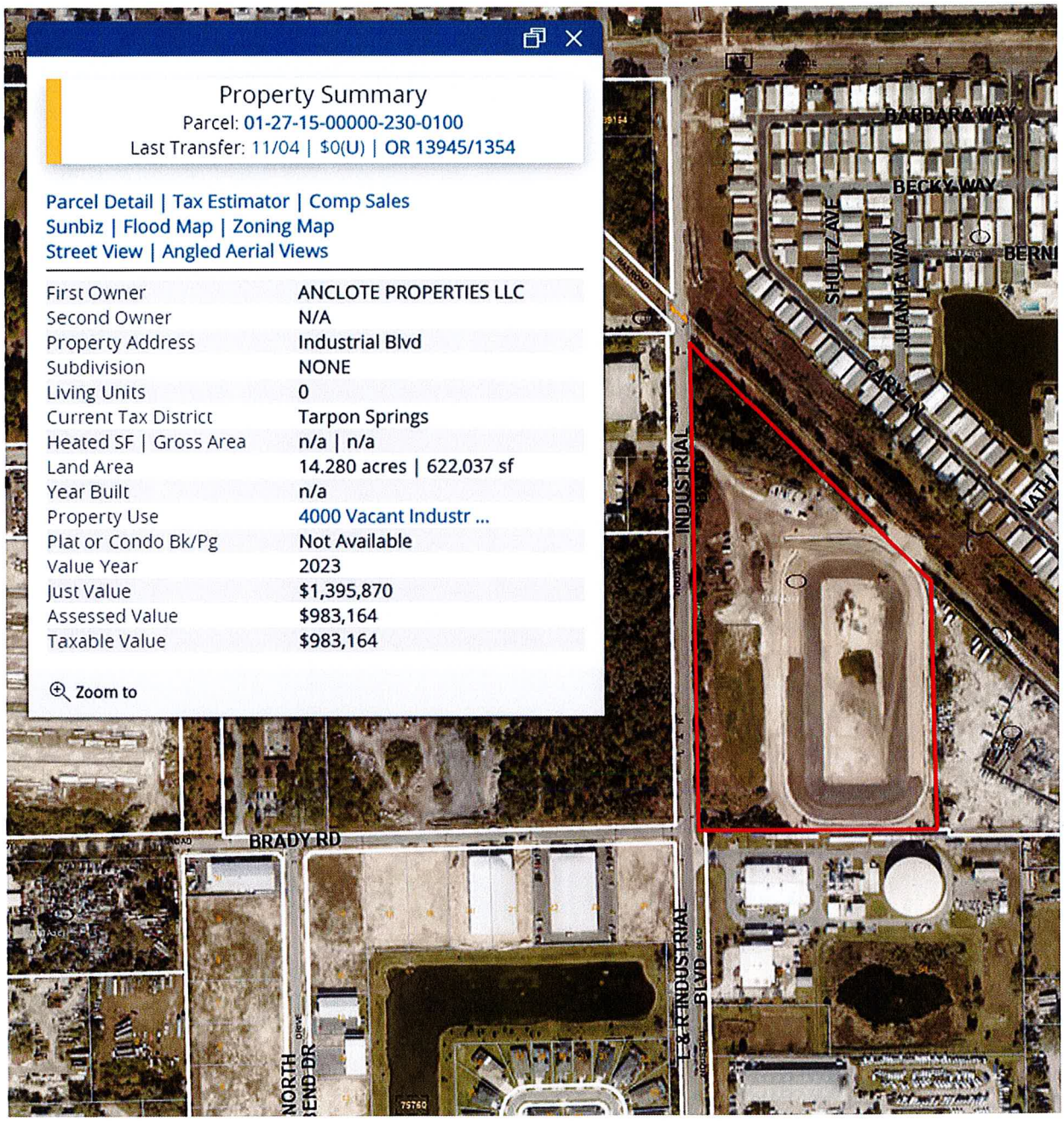
Because the dredge work was primarily focused on the federally maintained Anclote River Navigation Channel, the dredge work was the responsibility of the United States Army Corps of Engineers (USACE). As the local project sponsor (the public entity requesting the dredge work), the City of Tarpon Springs is required to secure an upland site for dewatering of the spoils before the USACE will engage in any preliminary design or engineering work related to dredging. As such, the period during which the City must maintain control (in this case, lease) the property must begin at a very early stage in the project and must continue throughout the life of the project, spanning several years.

For the most recent dredge work, the City leased the subject property for more than seven (7) years at a cost of approximately $770,000. While over 80% of those funds were reimbursed to the City through a State grant, the cost is still clearly significant, and future grant funding for leasing property is not guaranteed. Dredging of the Anclote River Navigation Channel has been required roughly every 15-20 years. Projecting the lease cost forward over 15-20 years, assuming a 3% inflationary factor equates to potential lease cost of nearly $1.4M in 2044 dollars.

Aside from the use of this property for a spoil site, the additional acres could be used for future expansion of the Water Plant including a second main water tank which is anticipated around the same time as the next dredge project. Other future uses could be as follows; (1) Public Works Yard Expansion (2) Utility Storage Yard (3) Future Well (4) Other City Usages.

There is another piece of property at 240 Anclote Road owned by Denami Holdings LLC that is a possible future spoil site. The property owners have indicated to me that they would be open to negotiation with the City on purchase of the property. There has only been preliminary analysis of this property which I will have Bob Roberston update you on at the meeting.

In summation, staff needs the Board of Commissioners direction on pursuit of a permanent spoil site.



Property Summary

Parcel: 01-27-15-00000-230-0100

Last Transfer: 11/04 | $0(U) | OR 13945/1354

Parcel Detail | Tax Estimator | Comp Sales
Sunbiz | Flood Map | Zoning Map
Street View | Angled Aerial Views

First Owner	ANCLOTE PROPERTIES LLC
Second Owner	N/A
Property Address	Industrial Blvd
Subdivision	NONE
Living Units	0
Current Tax District	Tarpon Springs
Heated SF | Gross Area	n/a | n/a
Land Area	14.280 acres | 622,037 sf
Year Built	n/a
Property Use	4000 Vacant Industr ...
Plat or Condo Bk/Pg	Not Available
Value Year	2023
Just Value	$1,395,870
Assessed Value	$983,164
Taxable Value	$983,164

Zoom to

Bernice Blvd
Juanita Way
Cary Ln
L and R Industrial Rd
L and R Industrial Rd
Brady Rd


rady Rd

Alternate Property

Mike Twitty, MAI, CFA
Pinellas County Property Appraiser

Parcel Summary
(as of 02-May-2024)

Parcel Number
01-27-15-89136-000-0640

- Owner Name
  DENAMI HOLDINGS LLC
- Property Use
  4090 Vacant Industrial Land w/XFSB
- Site Address
  240 ANCLOTE RD
  TARPON SPRINGS, FL 34689
- Mailing Address
  556 ANCLOTE RD
  TARPON SPRINGS, FL 34689-6701
- Legal Description
  TAMPA & TARPON SPRINGS LAND CO LOT 64
- Current Tax District
  TARPON SPRINGS (TS)
- Year Built
  n/a

Heated SF	Gross SF	Living Units	Buildings
n/a	**n/a**	**n/a**	**0**

Parcel Map



Exemptions

Year	Homestead	Use %	Status
2025	No	0%	
2024	No	0%	
2023	No	0%	

Property Exemptions & Classifications

No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc… will not display here).

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Zoning	Plat Bk/Pg
17337/1084		121030273082	A	Current FEMA Maps	Check for EC	Zoning Map	H1/116

2023 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	$786,597	$760,028	$760,028	$786,597	$760,028

Value History

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	N	$707,584	$690,935	$690,935	$707,584	$690,935

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2021	N	$628,123	$628,123	$628,123	$628,123	$628,123
2020	N	$589,065	$589,065	$589,065	$589,065	$589,065
2019	N	$550,008	$550,008	$550,008	$550,008	$550,008
2018	N	$510,950	$510,950	$510,950	$510,950	$510,950

2023 Tax Information

Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2023 Millage Rate	Tax District
View 2023 Tax Bill	18.7612	(TS)

Sales History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
22-Aug-2011	$625,000	Q	I	NICKENS APRIL	DENAMI HOLDINGS LLC	17337/1084
18-Mar-2005	$100	U	I	DORCH IDA B	DORCH, IDA B	14186/0039

2023 Land Information

Land Area: 9.7943 acres | 426,640 sf Frontage and/or View: None Seawall: No

Property Use	Land Dimensions	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Vacant Industrial	0x0	$100,000	9.1900	AC	1.0000	$919,000
Wasteland/Marsh/Sand Dunes	0x0	$1,000	0.6000	AC	1.0000	$600

2023 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
SHED	$12.00	528.0	$6,336	$6,336	1960

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
23-00001613	MISCELLANEOUS	07/20/2023	$0
17-00001644	MISCELLANEOUS	06/01/2017	$19,600

Board of Commissioners

Memorandum

Date: May 7, 2024
To: Mayor and Board of Commissioners
Through: Frank Ruggiero, Major
From: Jeff Young, Police Chief
Subject: Supporting documentation

Recommendation

The settlement requested by the property owner on April 12, 2024 was $20,000.00

Due to the impact on the surrounding area being minimal, the time that Code Enforcement spent on this case, and the amount of time that interest has incurred on this fine of $47,039.75, we would suggest the City Commission consider this settlement offer and accept the payment in this case.

As of April 30, 2024, the payoff amount would be $134, 462.92

Background

The property was out of compliance, due to the dumpster not having an enclosure.
The property was out of compliance, for a period of 471 days.
The property owner was issued a notification of lien compliance.
The fine imposed by the Code Enforcement board was $100.00 per day.
The area of the property that was out of compliance, was behind the business with minimal view to the public, making the neighborhood impact very minimal.
The property has been in compliance since 2004, but interest has been occurring since June, 2004
The amount of fines without the interest would have be $47,039.75

As of April 30, 2024, the payoff amount would be $134, 462.92.

10% of $134, 462.92 is $13,446.29
20% of $134, 462.92 is $26,892.58

Funding

N/A

Strategic Plan Objective

N/A

TARPON SPRINGS
POLICE DEPARTMENT

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

Summary for Code case on 604 South Pinellas Ave. Tarpon Springs.
Code Enforcement Case 02-00001103

The settlement requested by the property owner on April 12, 2024 was $20,000.00

Due to the impact on the surrounding area being minimal, the time that Code Enforcement spent on this case, and the amount of time that interest has incurred on this fine of $47,039.75, we would suggest the City Commission consider this settlement offer and accept the payment in this case.

Things to consider:

The property was out of compliance, due to the dumpster not having an enclosure.
The property was out of compliance, for a period of 471 days.
The property owner was issued a notification of lien compliance.
The fine imposed by the Code Enforcement board was $100.00 per day.
The area of the property that was out of compliance, was behind the business with minimal view to the public, making the neighborhood impact very minimal.
The property has been in compliance since 2004, but interest has been occurring since June, 2004
The amount of fines without the interest would have be $47,039.75

As of April 30, 2024, the payoff amount would be $134, 462.92.

10% of $134, 462.92 is $13,446.29
20% of $134, 462.92 is $26,892.58

If the interest was removed the amounts would be
10% of $47, 039.75 is $4,703.97
20% of $47,039.75 is $9,407.95

Synopsis of this case:

Case originated

Nov 18, 2002, Inspector W Motley opened a case: For Storage Shelving outside, Trash and debris all on the property, Grass needed mowing and trim, no dumpster enclosure.
Nov 20, 2002, Notice of Violation sent out to U & V Investment Corp
Dec 2, 2002, Re-inspection was conducted trash, storage shelves and grass was completed, but there was no dumpster enclosure
Dec 3, 2002, Affidavit of posting was completed because of no dumpster enclosure. Jan 03, 2003, case complied- trash, shelving and mowing was completed.
Jan 9, 2003, Code Board Hearing - Dumpster Enclosure- fine $100.00 a day if the dumpster not enclosed by Feb 17, 2003.
Feb 18, 2003, another inspection no dumpster enclosure - affidavit of noncompliance was done. March 17, 2003, U & V Investment Group did a request for Foreclosure to Code Board
Aug 14, 2003, Code Board accepted the Foreclosure for U & V Investment Group
June 2, 2004, Inspector W Motley inspected the property and found the property to be complied. June 10, 2024, Code Board hearing accepted the affidavit of compliance.

The property was out of compliance starting **Feb 2, 2003, to June 2, 2004 (471days)**. The property owner has been receiving City Clerk Collector letters, but the latest one was sent out on March 27, 2024, advising that on April 30, 2024, the payoff amount would be 134, 462.92.

The property owner requested a settlement pay off on April 2, 2024, through an email.

April 12, 2024, Code enforcement received an email requesting fine settlement and sent over the request and requested to settle out with $20,000.00 (letter attached)

City of Tarpon Springs, Florida
City Clerk & Collector
P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614
Fax (727) 942-5619

March 27, 2024

Elite Property Research
C/O: Destinee Everett
Telephone Number: (941) 747-0600
Fax Number: (866) 491-3226
E-mail address: megan@eprfl.com

LEGAL DESCRIPTION: TARPON SPRINGS ENTERPRISES BLK 10, LOTS 4 AND 5
13/27/15/89946/010/0040

PROPERTY ADDRESS: 604 S Pinellas Ave
Tarpon Springs, Florida 34689

( ) Records filed in this office do not show any outstanding special assessments or pending code enforcement violations against the described property, except as may otherwise exist on the Official Records of Pinellas County, Florida.

(X) Utility Information: Active Utility Account Balance: $0.00*
Deposit Recorded in the Name of: Liquors of Tarpon (renting tenant)
Deposit Amount: $400.00
Account Number: 55171-271305295

(X) There is currently a Code Enforcement lien against the real property as follows:

In the name of U & V Investment Corp, Citation number 02-1103, $134,462.92 is the pay-off amount effective thru April 30, 2024.

Breakdown:

Principle	$47,000.00
Interest	$87,423.17
Administrative	$25.00
Recording Fees	$4.75
Satisfaction	$10.00

(X) Receipt acknowledged of your payment of $10.00

(X) Information on open and/or expired permits has been forward to the Development Services Department for response. A Building Development Services representative will respond separately.

Sincerely,
CITY OF TARPON SPRINGS

K. Michele Manousos, CMC
Deputy City Clerk & Collector

FOR YOUR INFORMATION:
*ACTIVE UTILITY MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE. *(These are not final bills)*
VACATION STATUS MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE.
(These are not final bills)

PROPERTY ADDRESS: 604 S Pinellas Ave
Tarpon Springs, Florida 34689

( ) Records filed in this office do not show any outstanding special assessments or pending code enforcement violations against the described property, except as may otherwise exist on the Official Records of Pinellas County, Florida.

(X) Utility Information: Active Utility Account Balance: $0.00*
Deposit Recorded in the Name of: Liquors of Tarpon (pending tenant)
Deposit Amount: $400.00
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Sincerely,
CITY OF TARPON SPRINGS

K. Michele Manousos, CMC
Deputy City Clerk & Collector

PAGES
ACCT 464
REC 6050
DR218
DS
INT
FEES
REV
TOTAL 6050
CK BAL
CHG AMT

03-117157 MAR-25-2003 11:28AM
PINELLAS CO BK 12621 PG 1171

MUNICIPAL CODE MUNICIPAL CODE ENFORCEMENT BOARD OF THE
CITY OF TARPON SPRINGS, FLORIDA

CITATION NO. 02-1103
CERTIFIED MAIL: 7000 0600 0024 3960 0083
DATE: January 10, 2003

VIOLATOR(s): U & V Investment Corporation
1700 SE Port St. Lucie Boulevard
Port St. Lucie, FL 34952

RE: VIOLATION OF SECTION(S) 139.00 and 8-52 OF THE TARPON SPRINGS CITY CODE.

VIOLATION ADDRESS: 604 South Pinellas Avenue; 13/27/15/89946/010/0040
Tarpon Springs, Florida

The Municipal Code Enforcement Board has heard testimony at the Code Enforcement Board hearing held the 9th day of January, 2003, and based on the evidence, the Municipal Code Enforcement Board enters the following FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER.

FINDINGS OF FACT

After hearing testimony of William Motley, Inspector, and viewing the photographic evidence submitted, it is evident a dumpster or garbage container does not have a screened enclosure as requied by city code; also allowing trash and debris to be spread upon the property.

CONCLUSION OF LAW

U & V Investment Corporation is in violation of Section(s) 139.00 and 8-52 of the Tarpon Springs City Code.

ORDER

It is the Order of this Board that U & V Investment Corporation shall comply with Section(s) 139.00 and 8-52 of the Code of the City of Tarpon Springs by February 17, 2003.

If U & V Investment Corporation does not comply within the time specified the Board may order a fine of $100.00 per day for each day the violation continues to exist.

If U & V Investment Corporation does not comply within the time specified, a certified copy of the Order imposing the fine may be recorded in the Public Records of Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the violator pursuant to Chapter 162, Florida Statutes.

CITY OF TARPON SPRINGS REQUEST TO SETTLE ADMINISTRATIVE FINE OR LIEN

- This form may be used to make a request to the Board of Commissioners of the City of Tarpon Springs to settle an administrative fine or lien.
- The form must be filled out completely and legibly. Remember to sign and date form.
- Return the form to Mark LeCouris, City Manager by email: mlecouris@ctsfl.us

Information regarding fine or line:

Person or Board imposing fine or lien: CODE ENFORCEMENT- TARPON SPRINGS

Date of fine or lien: 02-11-2003

Person originally fined or liened: U & V INVESTMENT CORP. (RAJEN PATEL)

Address of property involved (if any): 604 S. PINELLAS AVE
TARPON SPRINGS, FL 34689

Party making request:

Name: ATUL PATEL

Address: 2614 SW RIVERSHORE DR, PORT ST. LUCIE, FL 34984

Telephone number: 772-708-9385

Email address: ATUL2614@AOL.COM.

Relationship to fined or liened person: BROTHER

Amount being offered to settle fine: UP TO $20,000.00

One the attached page, please list the detailed reason or reasons you believe the Board of Commissioners should settle the fine for amount you offered. You may use additional sheets if necessary.

Date: 4-12-'24 Signature: Patel Atul V.

Detailed reason or reasons the Board of Commissioners should settle the fine or lien:

THE PROPERTY HAS BEEN IN COMPLIANCE FOR A VERY LONG TIME. THE LEIN JUST SURFACED NOW, WHEN RAJEN PATEL (WHO HAS CANCER) WAS LIQUIDATING HIS ASSETTS. AND I (ATUL PATEL) IS TRYING TO HELP HIM. SO I HOPE COMMISSIONERS FIND A REASONABLE AMMOUNT OF TOTAL FINE THAT WE CAN PAY, TO SELL THE PROPERTY,

THANKING YOU IN ADVANCE

ATUL PATEL

CASE TYPE	DISPOSITION	DATE ESTABLISHED	STATUS	STATUS DATE
Parcel Number				
ADDRESS	INSPECTOR	TENANT NAME	TENANT NBR	
Nuisance Prohibitions	Public	11/18/02	Case Closed	1/24/23
13 27 15 89946 010 0040				
604 S PINELLAS AVE	William Motley			
TARPON SPRINGS FL 346893708				

CASE DATA:

Complainant	W MOLTLEY
Complainant Address	
Complainant Phone Number	
CE Notice of Violation Date	
CE NOV Comply By Date	
CEB Hearing Date - 1st Hearing	JANUARY 9, 2003
CEB Hearing Date - 2nd Hearing	
CEB Date Complied	JUNE 2, 2004
Miscellaneous Information	
Date Closed	

NARRATIVE:

57.00 EXTERIOR STORAGE OF SHELVING CABINETS MUST BE	11/19/02
REMOVED. 139.00 F. DUMPSTER ENCLOSURE DAMAGED, MUST BE	11/19/02
REPAIRED. 8-52 OVERGROWTH, SCATTERED TRASH AND DEBRIS,	11/19/02
PAPERS, CANS, BOTTLES, ETC. ALL MUST BE MOWED, TRIMED AND	11/19/02
REMOVED. PHOTOS TAKEN DISC DATED 11/14/02 #4 P 20-24.	11/19/02

NOTICE NAMES: U & V INVESTMENT CORP OWNER Public PRINT PIN# IN LETTERS: Yes

HISTORY:

SCHEDULED	ACTION	STATUS	RESULTED	DISPOSITION	INSPECTOR	TIME
11/18/02	CE Initial Inspection	COMPLETED	11/18/02	Private	William Motley	.50
	RQST TEXT: AS STATED. WM				11/19/02	
11/20/02	CE Notice of Violation	ISSUED	11/20/02	Private		
Respond to:		Date: 12/01/02				
Send to:	Owner Name					
Mail tracking #:						
Name/address:	U & V INVESTMENT CORP					
	1700 SE PORT ST LUCIE BLVD					
	PORT SAINT LUCIE, FL 34952					
Telephone:						
Fax:						
EMail:						
12/02/02	CE Reinspection	COMPLETED	12/02/02	Private	William Motley	.50
	RQST TEXT: 57.00 SOME SHELVING REMOVED, ONE SHELF LEFT AT REAR ALONG				12/02/02	
	WITH A COUPLE OF PALLETS. 139.00 ENCLOSURE HAS NOT BEEN				12/02/02	
	REPAIRED. 8-52 ALL REMAINS SEND UC. WM				12/02/02	
12/02/02	Code Uniform Citation	ISSUED	12/02/02	Private		
Respond to:		Date: 12/14/02				
Send to:	Owner Name					
Mail tracking #:						

CASE TYPE | DISPOSITION | DATE ESTABLISHED | STATUS | STATUS DATE
Parcel Number
ADDRESS | INSPECTOR | TENANT NAME | TENANT NBR

Nuisance Prohibitions | Public | 11/18/02 | Case Closed | 1/24/23
13 27 15 89946 010 0040
604 S PINELLAS AVE | William Motley
TARPON SPRINGS FL 346893708

Name/address: U & V INVESTMENT CORP
1700 SE PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34952
Telephone:
Fax:
EMail:

12/03/02	Posted Sign	COMPLETED	12/03/02	Private		
12/03/02	CE Affidavit of Posting NOV	COMPLETED	12/03/02	Private		
12/15/02	CE Reinspection	COMPLETED	12/16/02	Private	William Motley	.50
	RQST TEXT: 57.00 IN COMPLIANCE. 139.00 AND 8-52 VIOLATIONS STILL EXIST. INSPECT IN 10 DAYS. WM				12/16/02 12/16/02	
12/27/02	CE Reinspection	COMPLETED	12/27/02	Private	William Motley	.50
	RQST TEXT: VIOLATIONS STILL EXIST. NOTHING HAS BEEN DONE TO CORRECT VIOLATIONS. SCHEDULE FOR PHOTOS 1/6/03. WM				12/27/02 12/27/02	
1/06/03	CE Reinspection	COMPLETED	1/06/03	Private	William Motley	.50
	RQST TEXT: 57.00 COMPLIED. 139.00 DUMPSTER ENCLOSURE WAS NOT REPAIRED. 8-52 OVERGROWTH, TRASH WAS NOT REMOVED. PHOTOS TAKEN DISC DATED 1/9/03 #5 P 5-8 WM/ML				12/27/02 12/27/02 12/27/02	
1/09/03	CE CEB Code Board Meeting	COMPLETED	1/09/03	Private		
	NARRATIVE: CEB ORDERED COMPLIANCE BY 02/17/03 OR FACE A FINE OF $100.00 PER DAY ML.				3/17/03 3/17/03	
1/14/03	CE CEB Code Board Order	ISSUED	1/14/03	Private		

Respond to: Date: 0/00/00
Send to: Owner Name
Mail tracking #:
Name/address: U & V INVESTMENT CORP
1700 SE PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34952
Telephone:
Fax:
EMail:

2/18/03	CE Reinspection	COMPLETED	2/18/03	Private	William Motley	.10
	RQST TEXT: NOTHING DONE IN NON-COMPLIANCE. WM/ML				3/06/03	
3/06/03	CE CEB Affidavit of Non-Comply	ISSUED	3/06/03	Private		

Respond to: Date: 0/00/00
Send to: Owner Name
Mail tracking #:
Name/address: U & V INVESTMENT CORP
1700 SE PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34952
Telephone:
Fax:
EMail:

3/13/03	CE CEB Code Board Meeting	COMPLETED	3/13/03	Private	

CASE TYPE | DISPOSITION | DATE ESTABLISHED | STATUS | STATUS DATE
Parcel Number
ADDRESS | INSPECTOR | TENANT NAME | TENANT NBR

Nuisance Prohibitions | Public | 11/18/02 | Case Closed | 1/24/23
13 27 15 89946 010 0040
604 S PINELLAS AVE | William Motley
TARPON SPRINGS FL 346893708

3/13/03 CE CEB Code Board Meeting COMPLETED 3/13/03 Private
NARRATIVE: CEB ACCEPTED AFFIDAVIT OF NON-COMPLIANCE. ML 3/17/03

3/17/03 CE CEB Code Board Order ISSUED 3/17/03 Private
Respond to: Date: 0/00/00
Send to: Owner Name
Mail tracking #:
Name/address: U & V INVESTMENT CORP

1700 SE PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34952
Telephone:
Fax:
EMail:

3/13/03 Fine Imposed-Active until Paid COMPLETED 3/13/03 Private
NARRATIVE: FINE RUNNING FROM 02/17/03 @ $100.00 PER DAY. ML 3/17/03

8/14/03 CE CEB Code Board Meeting COMPLETED 8/14/03 Private
NARRATIVE: CEB ACCEPTED REQUEST FOR FORECLOSURE. ML 8/26/03

8/26/03 CE CEB Code Board Order ISSUED 8/26/03 Private
Respond to: Date: 0/00/00
Send to: Owner Name
Mail tracking #:
Name/address: U & V INVESTMENT CORP

1700 SE PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34952
Telephone:
Fax:
EMail:

8/14/03 Foreclosure Request COMPLETED 8/14/03 Private
NARRATIVE: FORECLOSURE REQUEST ACCEPTED BY CODE ENFORCEMENT BOARD. ML 8/26/03

6/02/04 CE Reinspection COMPLETED 6/02/04 Private William Motley .50
ROST TEXT: 139.00 & 8-52 COMPLIED. ISSUE AFFIDAVIT OF COMPLIANC. WM/ML 6/02/04

6/02/04 CE CEB Affidavit of Compliance ISSUED 6/02/04 Private
Respond to: Date: 0/00/00
Send to: Owner Name
Mail tracking #:
Name/address: U & V INVESTMENT CORP

1700 SE PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34952
Telephone:
Fax:
EMail:

6/10/04 CE CEB Code Board Meeting COMPLETED 6/10/04 Private

CASE TYPE | DISPOSITION | DATE ESTABLISHED | STATUS | STATUS DATE
Parcel Number
ADDRESS | INSPECTOR | TENANT NAME | TENANT NBR

Nuisance Prohibitions | Public | 11/18/02 | Case Closed | 1/24/23
13 27 15 89946 010 0040
604 S PINELLAS AVE | William Motley
TARPON SPRINGS FL 346893708

6/10/04 CE CEB Code Board Meeting COMPLETED 6/10/04 Private
NARRATIVE: CEB ACCEPTED THE AFFIDAVIT OF COMPLIANCE. ML 6/11/04

6/11/04 CE CEB Code Board Order ISSUED 6/11/04 Private
Respond to: Date: 0/00/00
Send to: Owner Name
Mail tracking #:
Name/address: U & V INVESTMENT CORP

1700 SE PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34952
Telephone:
Fax:
EMail:

11/12/04 CE Request for Fine Reduction COMPLETED 11/12/04 Private
NARRATIVE: RECEIVED REQUEST FOR REDUCTION IN FINE. ML 11/15/04

11/18/04 CE CEB Code Board Meeting COMPLETED 11/18/04 Private
NARRATIVE: CEB DECLINED TO HEAR THIS REDUCTION IN FINE DUE TO THE FACT 11/19/04
THAT THIS PROPERTY HAS BEEN REQUESTED FOR FORECLOSURE. ML 11/19/04

11/19/04 CE CEB Code Board Order ISSUED 11/19/04 Private
Respond to: Date: 0/00/00
Send to: Owner Name
Mail tracking #:
Name/address: U & V INVESTMENT CORP

1700 SE PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34952
Telephone:
Fax:
EMail:

11/23/04 Further Information COMPLETED 11/23/04 Private
NARRATIVE: PER BOBBIE COLE IN THE CITY CLERKS OFFICE ATTY TRASK STATED 11/23/04
TO PUT THIS ON THE DECEMBER AGENDA. ML 11/23/04

12/09/04 CE CEB Code Board Meeting COMPLETED 12/09/04 Private
NARRATIVE: CEB DENIED THE REQUEST FOR REDUCTION IN FINE DUE TO PROPERTY 3/02/09
BEING IN FORECLOSURE. ML 3/02/09

12/10/04 CE CEB Code Board Order ISSUED 12/10/04 Private
Respond to: Date: 0/00/00
Send to: Owner Name
Mail tracking #:

CASE TYPE DISPOSITION DATE ESTABLISHED STATUS STATUS DATE
Parcel Number
ADDRESS INSPECTOR TENANT NAME TENANT NBR

Nuisance Prohibitions Public 11/18/02 Case Closed 1/24/23
13 27 15 89946 010 0040
604 S PINELLAS AVE William Motley
TARPON SPRINGS FL 346893708
Name/address: U & V INVESTMENT CORP

1700 SE PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34952
Telephone:
Fax:
EMail:

12/10/04 Fine Imposed-Active until Paid COMPLETED 12/10/04 Private
NARRATIVE: FINE ON THIS PROPERTY IS $47,000.00. ML 12/10/04

4/20/09 Phone Call COMPLETED 4/20/09 Private
NARRATIVE: TCF DENISE TSCHIDA (CHEETAH) 941-487-2770 4/20/09
CITY HALL REFERRED HER TO CONTACT THE CODE ENFORCEMENT DEPT. 4/20/09
REGARDING 604 S. PINELLAS AVE - CODE ENFORCEMENT ISSUES AND 4/20/09
PARKING ISSUES. 4/20/09
DENISE LEFT A MESSAGE FOR INSPECTOR SANNER TO RETURN HER 4/20/09
CALL.SD 4/20/09
4/20/09 TCT DENISE TSCHIDA FROM INSPECTOR SANNER. 4/20/09
1:45P.M. DISCUSSED CASE. 4/20/09
PER INSPECTOR SANNER FAX CASE SUMMARY NOTES TO TOM ALTMAN 4/20/09
FAX # 763-463-5833. (ANY QUESTIONS CONTACT INSPECTOR SANNER) 4/20/09
CS/sd 4/20/09

6/17/20 CL Complied with Fines ISSUED 6/17/20 Private
Respond to: Officer S Gassen Date: 6/17/20
Send to: Owner Name
Mail tracking #:
Name/address: U & V INVESTMENT CORP
RAJEN V PATEL, RA
1700 SE PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34952
Telephone:
Fax:
EMail:

7/29/20 Phone Call COMPLETED 7/29/20 Private
NARRATIVE: Received a call from Rajen Patel, 772-337-2580. He had 7/29/20
questions regarding the courtesy letter stating a lien was 7/29/20
on the property for the code case back in 2002. I told him 7/29/20
at this point, he could contact the city attorney's office 7/29/20
and try to negotiate a resolution for the lien. Sending an 7/29/20
email with the history and city attorney contact information 7/29/20

7/29/20 E-Mail Sent COMPLETED 7/29/20 Private
NARRATIVE: From: Beth Hughes 7/29/20
Sent: Wednesday, July 29, 2020 11:27 AM 7/29/20
To: 'rajenpatel@msn.com' <rajenpatel@msn.com> 7/29/20
Cc: Crystal Kowley <ckowley@ctsfl.us>; Kathy Tokos 7/29/20
<Kathy@cityattorneys.legal> 7/29/20

CASE TYPE / Parcel Number / ADDRESS	DISPOSITION / INSPECTOR	DATE ESTABLISHED	STATUS / TENANT NAME	STATUS DATE / TENANT NBR
Nuisance Prohibitions 13 27 15 89946 010 0040 604 S PINELLAS AVE TARPON SPRINGS FL 346893708	Public William Motley	11/18/02	Case Closed	1/24/23

7/29/20 E-Mail Sent COMPLETED 7/29/20 Private

NARRATIVE: Subject: Record Request/Lien Resolution 02-1103, 604 S Pinellas Ave

Good Morning Mr. Patel,

Thank you for calling our office today.

Attached is a copy of the history of the code case.

You may contact the city attorney s office at 727-733-0494 to try and come to a resolution for the lien. I pasted the lien information below.

Sincerely,
Beth Hughes

TOTAL TIME: 3.10

VIOLATIONS:

DATE	DESCRIPTION	QTY	CODE	STATUS	RESOLVED
11/18/02	57.00 OUTDOOR STORAGE-COMM. LOCATION:	1	57.00	COMPLIED	12/16/02
	NARRATIVE: In violation of City Code 57.00 OUTDOOR STORAGE. COMMERCIAL. INSPECTORS NOTE: EXTERIOR STORAGE OF SHELVING CABINETS MUST BE REMOVED.			1/07/03 1/07/03 1/07/03	
11/18/02	139.00. Dumpster Enclosures LOCATION:	1	139.00	COMPLIED	12/31/15
	NARRATIVE: In violation of City Code 139.00 DUMPSTER ENCLOSURES by having a dumpster or garbage container (with a capacity of land 1/2 cubic yards or greater) that is not screened in accordance with the requirements of this section. Comply by locating and screening your dumpster according to the violation detail attached. Please see the Building Dept. with regard to permits. INSPECTOR'S NOTE: DUMPSTER ENCLOSER DAMAGED. MUST BE REPAIRED.			11/19/02 11/19/02 11/19/02 11/19/02 11/19/02 11/19/02 11/19/02 11/19/02	
11/18/02	8-52. Nuisance Prohibitions LOCATION:	1	8-52	COMPLIED	12/31/15
	NARRATIVE: In violation of City Code 8-52 NUISANCE PROHIBITIONS by allowing property to exist in a state that is not in accordance with the code. Be sure to read 8-50 through 8-54 ordinance pages that follow which give all the specifics required to bring your property into compliance. INSPECTORS NOTE: OVERGROWTH OF SCATTERED TRASH AND DEBRIS, PAPERS, CANS, BOTTLES ETC. ALL MUST BE MOWED,TRIMED AND REMOVED.			11/19/02 11/19/02 11/19/02 11/19/02 11/19/02 11/19/02 11/19/02	

FINES:

DESCRIPTION	CHARGE	PAID	BILLED	LIEN AMT	LIEN PAID
DAILY CODE ENF. - OTHER	47000.00	.00	.00	47000.00	.00

CASE TYPE	DISPOSITION	DATE ESTABLISHED	STATUS	STATUS DATE
Parcel Number				
ADDRESS	INSPECTOR	TENANT NAME	TENANT NBR	
Nuisance Prohibitions	Public	11/18/02	Case Closed	1/24/23
13 27 15 89946 010 0040				
604 S PINELLAS AVE	William Motley			
TARPON SPRINGS FL 346893708				

FINES:

DESCRIPTION	CHARGE	PAID	BILLED	LIEN AMT	LIEN PAID
SATISFACTION FEE	10.00	.00	.00	10.00	.00

January 9, 2023

Property Owner: U & V Investment Corporation
Property Owner Address: 1700 SE Port St Lucie Blvd. Port St Lucie, FL 34952
Case Number: 2-1103
Property Address: 604 S Pinellas Avenue, Tarpon Springs
Parcel Number: 13-27-15-89946-010-0040

Dear Property Owner(s),

The City of Tarpon Springs Code Enforcement Division recently conducted a review of code cases where fines were assessed, and liens were placed on properties for code violations. This letter is to inform you that fines are outstanding against you or your property, and liens have been attached to your name or property. Liens can remain attached to this property or others you own for up to 20 years, hindering your ability to sell or refinance the property. Even if you sold the property in question, the lien still remains against your name.

This letter is notice to you that these fines/liens do exist and need to be resolved. Each case situation is different. If the violation(s) have been corrected, then all that remains is to pay the outstanding fine. Some cases have very small fines. Others may be eligible for a reduction hearing and others may decide to make payments or make a settlement offer to resolve these issues. If the violation(s) have not been corrected, then this must occur first, before we can assist you in settling the financial matter.

Failure to acknowledge this letter and to take action to resolve these issues by March 10, 2023, may result in further legal action by the City, and financial and/or title issues in the future. The goal is to gain compliance for the violation(s), and clear your name and/or property of any outstanding Tarpon Springs code liens, but we need your assistance to do that.

If you are interested in information related to your case(s), lien(s), outstanding fine(s) or how to best resolve this matter, please contact our office at (727) 937-0017 or via email at TarponCode@tspd.us and our staff will do everything they can to assist you through the process.

Sincerely,

C. Stoner

Inspector C. Stoner
Tarpon Springs Police Department
Code Enforcement Division

USPS TRACKING #

9590 9402 7764 2152 1358 36

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box*

Cyndee Stoner, Code Inspector
Tarpon Springs Police Department
Code Enforcement Division
444 S. Huey Avenue
Tarpon Springs, FL 34689

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

2-1103
Rajen V. Patel
3301 SE S Lookout Blvd.
PORT ST LUCIE FL 34984

9590 9402 7764 2152 1358 36

2. Article Number (Transfer from service label)

7022 0410 0002 9759 1407

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) R Patel C. Date of Delivery 1-17-23

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

FL

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811 July 2020 SN 7530-02-000-9053 Domestic Return Receipt

7022 0410 0002 9759 1407

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $ 1.82

TARPON SPRINGS POLICE DEPARTMENT CODE ENFORCEMENT

JAN 11 2022

Postmark Here

RECEIVED

2-1103
Rajen V. Patel
3301 SE S Lookout Blvd.
PORT ST LUCIE FL 34984

FL

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

City of Tarpon Springs, Florida
City Clerk & Collector
P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614

NOTIFICATION OF LIEN (COMPLIANCE)

October 13, 2023

U & V Investment Corp.
1700 SE Port St. Lucie Blvd.
Port St. Lucie, Florida 34952-5472

Re: Case No. 02-1103
Violator(s) Name: U & V Investment Corp.
Violation Address: 604 S. Pinellas Avenue
Parcel Number: 13/27/15/89946/010/0040

This is to inform you that on ***March 25, 2003,*** lien was recorded against the above referenced property. As of ***June 2, 2004,*** the property is in compliance; however, there is an outstanding fine and applicable fees due.

The payoff for this lien is as follows:

Fine Amount:	$47,000.00
Prosecution Cost:	$ .00
Interest:	$77,999.68
Administrative fees:	$25.00
Recording fees:	$4.75
Satisfaction fees:	$10.00
TOTAL DUE:	**$125,039.43 (payoff good thru November 3, 2023)**

We would like to give you an opportunity to pay the fine and satisfy the recorded lien, prior to this matter being turned over to the City Attorney for further action.

Payments can be sent to City Clerk's Office, P.O. Box 5004, Tarpon Springs, Florida 34688-5004 or in person at 410 N. Ring Avenue. For further inquiries, contact Bobbie Cole, Collection Clerk at (727) 942-5614.

Sincerely,

K. Michele Manousos, CMC
Deputy City Clerk & Collector

City of Tarpon Springs, Florida
City Clerk & Collector
P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614

NOTIFICATION OF LIEN (COMPLIANCE)

April 8, 2022

U & V Investment Corp.
1700 SE Port Lucie Blvd.
Port St. Lucie, Florida 34952-5472

Re: Citation No. 02-1103
Violator(s) Name: U & V Investment Corp.
Violation Address: 604 S. Pinellas Avenue
Violation of Code Section(s): 139.00 & 8-52

Please be advised that on, ***March 25, 2003,*** a lien was recorded against the above referenced property; and as of, ***June 2, 2004*** the property is in compliance. However, there is an outstanding fine and applicable fees due.

The payoff for this fine is as follows:

Fine Amount:	$47,000.00	
Prosecution Cost:		
Interest:	$35,790.82	
Administrative fees:	$25.00	
Recording fees:	$4.75	
Satisfaction fees:	$10.00	
TOTAL DUE:	$82,830.57	(payoff good thru April 29, 2021)

We would like to give you an opportunity to pay the fine and satisfy the recorded lien, prior to this matter being turned over to the City Attorney for further action.

Payments can be sent to City Clerk's Office, P.O. Box 5004, Tarpon Springs, Florida 34688-5004 or in person at 410 N. Ring Avenue. For further inquiries, contact Bobbie Cole, Collection Clerk at (727) 942-5614.

Sincerely,

K. Michele Manousos, CMC
Deputy City Clerk & Collector

Application Inquiry

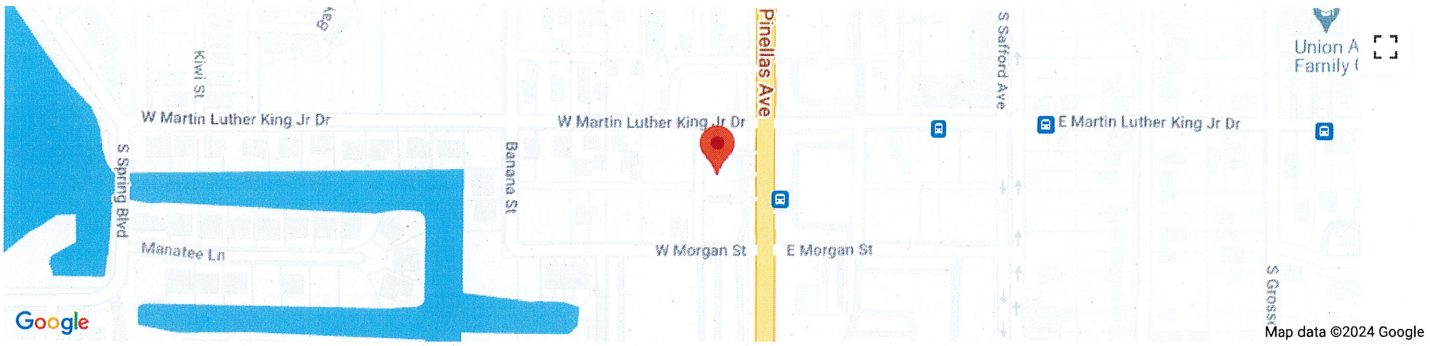
Application 16-00000891

Collapse All

Property Information

Address: 604 S PINELLAS AVE
TARPON SPRINGS, FL 346893708
Location ID: 271305295
Owner name: U & V INVESTMENT CORP
Parcel Number: 13 27 15 89946 010 0040
Alternate ID:
Zoning: GB GENERAL BUSINESS
Subdivision: TARPON SPRINGS ENTERPRISES

Property Map



Application Information

Application status: FINALED
Status Date: 7/15/2016
Application type: FENCE
Application date: 4/07/2016
Valuation: 1285
Square footage: 52
Public building: NO
Reviewed by: AM ANTHONY MASTRACCHIO
Pin number: 737613
Entered by: KLANE

Contractor Information

Contractor Name: THE FENCE MEN LLC
Contractor Number: 21668
Type: FENCE ERECTION SPEC
Status: ACTIVE

Contractor Requirements	Doc Number	Exp Date
STATE LICENSE	N/A	9/30/2024
PCCLB COMPETENCY CARD	C-7161	9/30/2024
PRIVATE PROVIDER COI		9/30/2024

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number	Permit Description	Pmt Seq	Min	Max
BLDG, FENCE FIN				FENCE PERMIT PR	00	1000	

Work Description

Code	Description	Quantity

CO Information

Str/seq	CO Issue Date	Status	Description

Bonds | Contractor escrow | Fees | Global balance due | Inspection history | Miscellaneous information | Names | Permits | Plan tracking | Receipts | Square footage calculations | Structures | Valuation calculations

Code	Freeform Information	Date	Print Flag	Permit Display	Inspection Display
BPI	FENCE FOR DUMPSTER, ADD BOLLARDS	4/07/2016		Y	Y

Application Inquiry

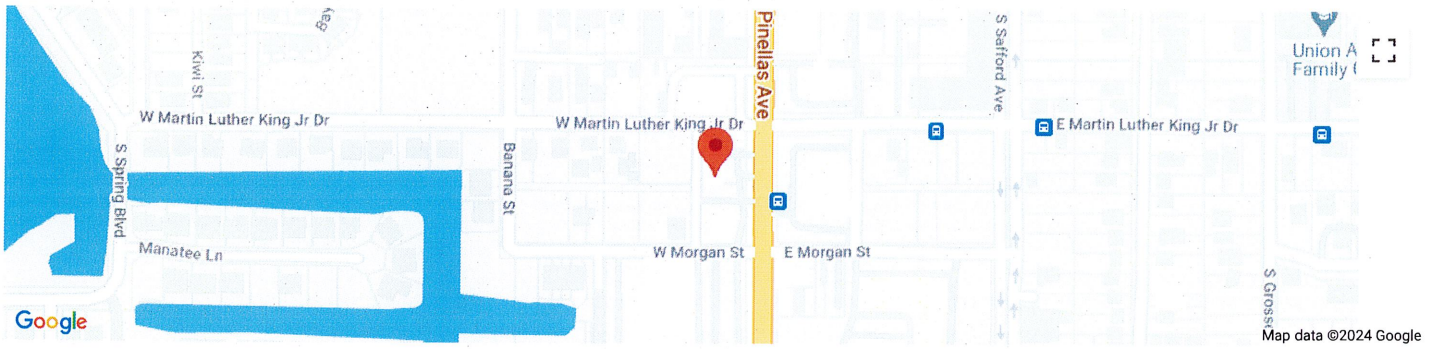
Application 16-00000891

Collapse All

Property Information

Address: 604 S PINELLAS AVE
TARPON SPRINGS, FL 346893708
Location ID: 271305295
Owner name: U & V INVESTMENT CORP
Parcel Number: 13 27 15 89946 010 0040
Alternate ID:
Zoning: GB GENERAL BUSINESS
Subdivision: TARPON SPRINGS ENTERPRISES

Property Map



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BLDG, FENCE FIN				FENCE PERMIT PR	00	1000	

Work Description

Code	Description	Quantity

CO Information

Str/seq	CO Issue Date	Status	Description

Bonds | Contractor escrow | Fees | Global balance due | Inspection history | Miscellaneous information | Names | Permits | Plan tracking | Receipts | Square footage calculations | Structures | Valuation calculations

Code	Freeform Information	Date	Print Flag	Permit Display	Inspection Display
BPI	FENCE FOR DUMPSTER, ADD BOLLARDS	4/07/2016		Y	Y

City of Tarpon Springs, Florida
City Clerk & Collector
P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614
Fax (727) 942-5619

March 27, 2024

Elite Property Research
C/O: Destinee Everett
Telephone Number: (941) 747-0600
Fax Number: (866) 491-3226
E-mail address: megan@eprfl.com

LEGAL DESCRIPTION: TARPON SPRINGS ENTERPRISES BLK 10, LOTS 4 AND 5
13/27/15/89946/010/0040

PROPERTY ADDRESS: 604 S Pinellas Ave
Tarpon Springs, Florida 34689

( ) Records filed in this office do not show any outstanding special assessments or pending code enforcement violations against the described property, except as may otherwise exist on the Official Records of Pinellas County, Florida.

(X) Utility Information: Active Utility Account Balance: $0.00*
Deposit Recorded in the Name of: Liquors of Tarpon (renting tenant)
Deposit Amount: $400.00
Account Number: 55171-271305295

(X) There is currently a Code Enforcement lien against the real property as follows:

In the name of U & V Investment Corp, Citation number 02-1103, $134,462.92 is the pay-off amount effective thru April 30, 2024.

Breakdown:

Principle	$47,000.00
Interest	$87,423.17
Administrative	$25.00
Recording Fees	$4.75
Satisfaction	$10.00

(X) Receipt acknowledged of your payment of $10.00

(X) Information on open and/or expired permits has been forward to the Development Services Department for response. A Building Development Services representative will respond separately.

Sincerely,
CITY OF TARPON SPRINGS

K. Michele Manousos, CMC
Deputy City Clerk & Collector

FOR YOUR INFORMATION:
**ACTIVE* UTILITY MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE. *(These are not final bills)*
VACATION STATUS MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE.
(These are not final bills)

PROPERTY ADDRESS: 604 S Pinellas Ave
Tarpon Springs, Florida 34689

( ) Records filed in this office do not show any outstanding special assessments or pending code enforcement violations against the described property, except as may otherwise exist on the Official Records of Pinellas County, Florida.

(X) Utility Information: Active Utility Account Balance: $0.00*
Deposit Recorded in the Name of: Liquors of Tarpon (pending tenant)
Deposit Amount: $400.00
Account Number: 55171-271305295

(X) There is currently a Code Enforcement lien against the real property as follows:

In the name of U & V Investment Corp. Citation number 02-1103, $134,462.92 is the pay-off amount effective thru April 30, 2024.

Breakdown:		
	Principle	$47,000.00
	Interest	$87,423.17
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Sincerely,
CITY OF TARPON SPRINGS

K. Michele Manousos, CMC
Deputy City Clerk & Collector

PAGES
ACCT 464
REC 6050
DR219
DS
INT
FEES
REV
TOTAL 60
CK BAL
CHG AMT

03-117157 MAR-25-2003 11:28AM
PINELLAS CO BK 12621 PG 1171

MUNICIPAL CODE MUNICIPAL CODE ENFORCEMENT BOARD OF THE
CITY OF TARPON SPRINGS, FLORIDA

CITATION NO. 02-1103
CERTIFIED MAIL: 7000 0600 0024 3960 0083
DATE: January 10, 2003

VIOLATOR(s): U & V Investment Corporation
1700 SE Port St. Lucie Boulevard
Port St. Lucie, FL 34952

RE: VIOLATION OF SECTION(S) 139.00 and 8-52 OF THE TARPON SPRINGS CITY CODE.

VIOLATION ADDRESS: 604 South Pinellas Avenue; 13/27/15/89946/010/0040
Tarpon Springs, Florida

The Municipal Code Enforcement Board has heard testimony at the Code Enforcement Board hearing held the 9th day of January, 2003, and based on the evidence, the Municipal Code Enforcement Board enters the following FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER.

FINDINGS OF FACT

After hearing testimony of William Motley, Inspector, and viewing the photographic evidence submitted, it is evident a dumpster or garbage container does not have a screened enclosure as requied by city code; also allowing trash and debris to be spread upon the property.

CONCLUSION OF LAW

U & V Investment Corporation is in violation of Section(s) 139.00 and 8-52 of the Tarpon Springs City Code.

ORDER

It is the Order of this Board that U & V Investment Corporation shall comply with Section(s) 139.00 and 8-52 of the Code of the City of Tarpon Springs by February 17, 2003.

If U & V Investment Corporation does not comply within the time specified the Board may order a fine of $100.00 per day for each day the violation continues to exist.

If U & V Investment Corporation does not comply within the time specified, a certified copy of the Order imposing the fine may be recorded in the Public Records of Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the violator pursuant to Chapter 162, Florida Statutes.

City of Tarpon Springs, Florida
City Clerk & Collector
P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614

NOTIFICATION OF LIEN (COMPLIANCE)

July 11, 2023

U & V Investment Corp.
1700 SE Port St. Lucie Blvd.
Port St. Lucie, Florida 34952-5472

Re: Case No. 02-1103
Violator(s) Name: U & V Investment Corp.
Violation Address: 604 S. Pinellas Avenue
Parcel Number: 13/27/15/89946/010/0040

This is to inform you that on ***March 25, 2003,*** lien was recorded against the above referenced property. As of ***June 2, 2004,*** the property is in compliance; however, there is an outstanding fine and applicable fees due.

The payoff for this lien is as follows:

Fine Amount:	$47,000.00
Prosecution Cost:	$ .00
Interest:	$69,444.07
Administrative fees:	$25.00
Recording fees:	$4.75
Satisfaction fees:	$10.00
TOTAL DUE:	**$116,483.82 (payoff good thru August 15, 2023)**

We would like to give you an opportunity to pay the fine and satisfy the recorded lien, prior to this matter being turned over to the City Attorney for further action.

Payments can be sent to City Clerk's Office, P.O. Box 5004, Tarpon Springs, Florida 34688-5004 or in person at 410 N. Ring Avenue. For further inquiries, contact Bobbie Cole, Collection Clerk at (727) 942-5614.

Sincerely,

K. Michele Manousos, CMC
Deputy City Clerk & Collector

City of Tarpon Springs, Florida
City Clerk & Collector
P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614
Fax (727) 942-5619

March 27, 2024

Elite Property Research
C/O: Destinee Everett
Telephone Number: (941) 747-0600
Fax Number: (866) 491-3226
E-mail address: megan@eprfl.com

LEGAL DESCRIPTION: TARPON SPRINGS ENTERPRISES BLK 10, LOTS 4 AND 5
13/27/15/89946/010/0040

PROPERTY ADDRESS: 604 S Pinellas Ave
Tarpon Springs, Florida 34689

( ) Records filed in this office do not show any outstanding special assessments or pending code enforcement violations against the described property, except as may otherwise exist on the Official Records of Pinellas County, Florida.

(X) Utility Information: Active Utility Account Balance: $0.00*
Deposit Recorded in the Name of: Liquors of Tarpon (renting tenant)
Deposit Amount: $400.00
Account Number: 55171-271305295

(X) There is currently a Code Enforcement lien against the real property as follows:

In the name of U & V Investment Corp, Citation number 02-1103, $134,462.92 is the pay-off amount effective thru April 30, 2024.

Breakdown:

Principle	$47,000.00
Interest	$87,423.17
Administrative	$25.00
Recording Fees	$4.75
Satisfaction	$10.00

(X) Receipt acknowledged of your payment of $10.00

(X) Information on open and/or expired permits has been forward to the Development Services Department for response. A Building Development Services representative will respond separately.

Sincerely,
CITY OF TARPON SPRINGS

K. Michele Manousos, CMC
Deputy City Clerk & Collector

FOR YOUR INFORMATION:
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VACATION STATUS MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE.
(These are not final bills)

PROPERTY ADDRESS: 604 S Pinellas Ave
Tarpon Springs, Florida 34689

( ) Records filed in this office do not show any outstanding special assessments or pending code enforcement violations against the described property, except as may otherwise exist on the Official Records of Pinellas County, Florida.

(X) Utility Information: Active Utility Account Balance: $0.00*
Deposit Recorded in the Name of: Liquors of Tarpon (renting tenant)
Deposit Amount: $400.00
Account Number: 55171-271305295

(X) There is currently a Code Enforcement lien against the real property as follows:

In the name of U & V Investment Corp. Citation number 02-1103. $134,462.92 is the pay-off amount effective thru April 30, 2024.

Breakdown:

Principle	$47,000.00
Interest	$87,423.17
Administrative	$25.00
Recording Fees	$4.75
Satisfaction	$10.00

(X) Receipt acknowledged of your payment of $10.00

(X) Information on open and/or expired permits has been forward to the Development Services Department for response. A Building Development Services representative will respond separately.

Sincerely,
CITY OF TARPON SPRINGS

K. Michele Manousos, CMC
Deputy City Clerk & Collector

PAGES
ACCT 464
REC 1050
DR219
DS
INT
FEES
REV
TOTAL 1050
CK BAL
CHG AMT

03-117157 MAR-25-2003 11:28AM
PINELLAS CO BK 12621 PG 1171

MUNICIPAL CODE MUNICIPAL CODE ENFORCEMENT BOARD OF THE
CITY OF TARPON SPRINGS, FLORIDA

CITATION NO. 02-1103
CERTIFIED MAIL: 7000 0600 0024 3960 0083
DATE: January 10, 2003

VIOLATOR(s): U & V Investment Corporation
1700 SE Port St. Lucie Boulevard
Port St. Lucie, FL 34952

RE: VIOLATION OF SECTION(S) 139.00 and 8-52 OF THE TARPON SPRINGS CITY CODE.

VIOLATION ADDRESS: 604 South Pinellas Avenue; 13/27/15/89946/010/0040
Tarpon Springs, Florida

The Municipal Code Enforcement Board has heard testimony at the Code Enforcement Board hearing held the 9th day of January, 2003, and based on the evidence, the Municipal Code Enforcement Board enters the following FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER.

FINDINGS OF FACT

After hearing testimony of William Motley, Inspector, and viewing the photographic evidence submitted, it is evident a dumpster or garbage container does not have a screened enclosure as requied by city code; also allowing trash and debris to be spread upon the property.

CONCLUSION OF LAW

U & V Investment Corporation is in violation of Section(s) 139.00 and 8-52 of the Tarpon Springs City Code.

ORDER

It is the Order of this Board that U & V Investment Corporation shall comply with Section(s) 139.00 and 8-52 of the Code of the City of Tarpon Springs by February 17, 2003.

If U & V Investment Corporation does not comply within the time specified the Board may order a fine of $100.00 per day for each day the violation continues to exist.

If U & V Investment Corporation does not comply within the time specified, a certified copy of the Order imposing the fine may be recorded in the Public Records of Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the violator pursuant to Chapter 162, Florida Statutes.

Board of Commissioners

Memorandum

Date: May 7, 2024
To: Mayor and Board of Commissioners
Through: Frank Ruggiero, Major
From: Jeff Young, Police Chief
Subject: Supporting Documentation

Recommendation

The settlement requested by the property owner on April 16, 2024 is $2,764.58

Due to the impact on the surrounding area and the time that Code Enforcement spent on this case, we would suggest the City Commission consider this settlement offer and accept the payment in this case.

Background

The property was overgrown for a period of 418 days.
The property owner was issued a notification of lien compliance of $12,992.76 on 10/13/2023.
The fine imposed by the Code Enforcement board was $25.00 per day.
This property is a vacant lot with no structure on it, located on a dead end street, neighborhood impact was minimal.
The amount of fines without the interest would be $11,711.50.

As of April 30, 2024, payoff amount was $13,822.92.

10% of $13,822.92 is $1,382.29
20% of $13,822.92 is $2,764.58

Funding

N/A

Strategic Plan Objective

N/A

TARPON SPRINGS
POLICE DEPARTMENT

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

Summary for Code case on 1606 Seabreeze Dr. Tarpon Springs.
Code Enforcement Case 20-80000640

The settlement requested by the property owner on April 16, 2024 is $2,764.58

Due to the impact on the surrounding area and the time that Code Enforcement spent on this case, we would suggest the City Commission consider this settlement offer and accept the payment in this case.

Things to consider:

The property was overgrown for a period of 418 days.
The property owner was issued a notification of lien compliance of $12,992.76 on 10/13/2023.
The fine imposed by the Code Enforcement board was $25.00 per day.
This property is a vacant lot with no structure on it, located on a dead end street, neighborhood impact was minimal.
The amount of fines without the interest would be $11,711.50.

As of April 30, 2024, payoff amount was $13,822.92.

10% of $13,822.92 is $1,382.29
20% of $13,822.92 is $2,764.58

Synopsis of this case:

Case originated
Oct. 16, 2020, Code Enforcement office received a call from a neighbor about overgrowth grass right of way located at 1606 Seabreeze Dr and it was inspected by Beth Hughes
Oct. 19, 2020, a notice of violation was sent out to Shyam Kotha to California
Nov. 6, 2020, re-inspection showed the property still overgrown.
Dec. 18, 2020, sent notice of hearing.
Dec. 29, 2020, affidavit of posting was issued.
Jan. 13, 201 re-inspection by B. Hughes still overgrown

Went to Code Board
Jan. 14, 2021, Code Board Hearing, if not cut or trimmed by Feb 13, 2021, a fine of $25.00 a day will be imposed.
Feb. 17, 2021, a re-inspection by B Hughes still not in compliance
April 6, 2021, documents sent to the property owner in California seemed to all returned unknown.
Nov. 10, 2021, property still overgrown

Incompliance
May 13, 2022, B Hughes did a fine status re-inspection and stated due to the construction of sewer system the overgrowth had been removed. (complied) Most of the property is wetland.

May 16, 2022, Code Enforcement Board issued an affidavit of compliance.
June 9, 2022, Code Enforcement board excepted the affidavit of compliance.

The property was out of compliance starting **March 22, 2021,** to **May 13, 2022 (418 days).** The property owner has been receiving City Clerk Collector letters and the latest letter shows a payoff as of April 30, 2024 is 13,822.92 (see attached)

EXACTA

City of Tarpon Springs, Florida

City Clerk & Collector
P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614
Fax (727) 942-5619

March 14, 2024

Exacta Land Surveyors
C/O: Edwin George
Telephone Number: (877) 704-3106
Fax Number: (877) 703-0751
E-mail address: lienresearch3@exactaland.com

LEGAL DESCRIPTION: SEA BREEZE ISLAND LOT 5
03/27/15/79344/000/0050

PROPERTY ADDRESS: 1606 Sea Breeze Drive
Tarpon Springs, Florida 34689

() Records filed in this office do not show any outstanding special assessments or pending code enforcement violations against the described property, except as may otherwise exist on the Official Records of Pinellas County, Florida.

(X) Vacant Residential Land

(X) There is a Code Enforcement liens in the name of Shyam P. Kotha. Code enforcement liens attached to the name, information below are for the liens in the name of Shyam P. Kotha.

In the name of Shyam P. Kotha, Citation number 23-80000640, $13,822.92 is the pay-off amount effective thru April 30, 2024.

Breakdown:		
	Principle:	$11,492.00
	Prosecution Cost	$157.00
	Interest	$2,111.42
	Administrative	$25.00
	Recording Fees	$27.50
	Satisfaction	$10.00

(X) Receipt acknowledged of your payment of $10.00

(X) Information on open and/or expired permits has been forward to the Development Services Department for response. A Building Development Services representative will respond separately.

Sincerely,
CITY OF TARPON SPRINGS

K .Michele Manousos, CMC
Deputy City Clerk & Collector

FOR YOUR INFORMATION:
*ACTIVE UTILITY MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE.
VACATION STATUS MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE.
If you need to reactivate your account, please contact Utility Billing at (727) 942-5609.
(These are not final bills)

City of Tarpon Springs Code Enforcement

May 16, 2022

CASE NO. **20-80000640**

SHYAM P KOTHA
PO BOX 2757
SUNNYVALE, CA 94087-0757

LOCATION: **1606 SEABREEZE DR**, 03 27 15 79344 000 0050, SEA BREEZE ISLAND, LOT 5, Tarpon Springs, Florida

AFFIDAVIT OF COMPLIANCE

I, Beth Hughes, City of Tarpon Springs, Code Enforcement Officer, have examined the property described in the Tarpon Springs Code Enforcement Board Order dated January 14, 2021 in the above mentioned case, and find that said property **is** in compliance with city code 8-52 Nuisance Prohibitions, of the Code of the Tarpon Springs, Florida, and the order of the Board, as of May 13, 2022.

This affidavit of Compliance will be on the **June 9th, 2022** Tarpon Springs Code Board Agenda for acceptance by the Tarpon Springs Code Enforcement Board.

_____
Beth Hughes Affiant/Code Inspector

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence, this _____day of _____, 20___ by Beth Hughes who is personally known to me and did take an oath.

_____
Notary Signature / Notary Stamp

c0035358.doc

$18.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKPR14

[Non-Compliance]

TARPON SPRINGS CODE ENFORCEMENT BOARD

CITY OF TARPON SPRINGS

Petitioner.

VS.

Shyam P. Kotha
P.O. Box 2757
Sunnyvale, CA 94087-0757

Respondent(s).

CASE NO.: 20-80000640

LEGAL DESCRIPTION

Sea Breeze Island
Lot 5
03/27/15/79344/000/0050
1606 Seabreeze Drive
Tarpon Springs, Florida

ORDER IMPOSING PENALTY/LIEN

That this cause came on for Public Hearing before the Code Enforcement Board on the 14th day of January 2021 after due notice to the Respondent(s) Shyam P. Kotha at which time the Code Enforcement Board heard testimony under oath, received evidence and issued its Findings of Fact and Conclusions of Law and thereafter issued its Order which was furnished to the Respondent(s) Shyam P. Kotha

That the Order required the Respondent(s) Shyam P. Kotha to take certain corrective action by a time certain, or pay a fine thereafter in the amount of $25.00 per day for failure to comply, and on the 11th day of March 2021, the Code Enforcement Board heard testimony under oath and received evidence that the Respondent(s) Shyam P. Kotha has not complied within the time frame ordered by the Code Enforcement Board, and it is

ORDERED that the Respondent(s) Shyam P. Kotha to pay to the City of Tarpon Springs a fine in the amount of $25.00 per day for each day the violation existed and continues past the 13th day of February 2021 the date set for compliance. In addition, the City is entitled and therefore recovers from the Respondent(s) Shyam P. Kotha prosecution costs in the amount of $157.00.

This Order shall be recorded and shall constitute a lien against any real or personal property owned by the Respondent(s) Shyam P. Kotha may be enforced in the same manner as a Court Judgment by the Sheriff of this State, including levy against personal property, but shall not be deemed a Court Judgment except for enforcement purposes as set forth in Florida Statutes Section 162.09.

DONE AND ORDERED THIS 11th day of March 2021 at the City of Tarpon Springs, Pinellas County, Florida.

CODE ENFORCEMENT BOARD OF THE
CITY OF TARPON SPRINGS, FLORIDA

Julie M. Wade
Chair of the Code Enforcement Board

K. Michele Manousos
K. Michele Manousos, CMC
Deputy City Clerk and Collector

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared Julie Wade, Chair and K. Michele Manousos, Deputy City Clerk of the City of Tarpon Springs, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the Code Enforcement Board, as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this 19th day of March 2021.

BARBARA JEAN COLE
MY COMMISSION # GG 189538
EXPIRES: June 20, 2022
Bonded Thru Notary Public Underwriters

Barbara Jean Cole
NOTARY PUBLIC, STATE OF FLORIDA

I certify that a true and correct copy of the above and foregoing Order Imposing Penalty/Lien has been furnished by mail to the Respondent(s) Shyam P. Kotha, P.O. Box 2757, Sunnyvale, CA 94087-0757 on this 19th day of March 2021.

K. Michele Manousos
K. Michele Manousos, CMC
Deputy City Clerk and Collector

I, K. Michele Manousos, CMC, Deputy City Clerk and Collector of the City of Tarpon Springs, Florida, hereby cerify that the attached and foregoing is a full, true, complete and correct copy of the original of which is now in the original records of the City
IN WITNESS WHEREOF, I have hereunto, set my hand and affixed the official Seal of the City of Tarpon Springs, Florida, this 19th day of March 2021

K. Michele Manousos
K. Michele Manousos, CMC
DEPUTY CITY CLERK & COLLECTOR

MUNICIPAL CODE ENFORCEMENT BOARD OF THE CITY OF TARPON SPRINGS, FLORIDA

CITATION NO. 20-80000640
CERTIFIED MAIL: 70181830000199529090
DATE: January 19, 2021

VIOLATOR(s): Shyam P. Kotha
P.O. Box 2757
Sunnyvale, CA 94087-0757

RE: VIOLATION OF SECTION(S) 8-52 OF THE TARPON SPRINGS CITY CODE.

VIOLATION ADDRESS: 1606 Seabreeze Drive
03/27/15/79344/000/0050
Tarpon Springs, Florida

The Municipal Code Enforcement Board has heard testimony at the Code Enforcement Board hearing held the 14th day of January 2021 and based on the evidence, the Municipal Code Enforcement Board enters the following FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER.

FINDINGS OF FACT

After hearing the testimony of Beth Hughes, Code Enforcement Inspector and viewing the four (4) exhibits including photographic evidence submitted by the City, it is evident that the property is overgrown.

CONCLUSION OF LAW

Shyam P. Kotha is in violation of Section(s) 8-52 of the Tarpon Springs City Code.

ORDER

It is the Order of this Board that Shyam P. Kotha shall comply with Section(s) 8-52 of the Code of the City of Tarpon Springs by February 13, 2021. There will be a Compliance/Non Compliance hearing on March 11, 2021 at 2:00 p.m. to determine whether Shyam P. Kotha complied within the time Ordered by the Board.

If Shyam P. Kotha does not comply within the time specified, the Board may order a fine of $25.00 day for each day the violations continue to exist, plus the cost for prosecuting the case.

If Shyam P. Kotha does not comply within the time specified, a certified copy of the Order imposing the fine may be recorded in the Public Records of Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the violators pursuant to Chapter 162, Florida Statutes.

If the violation concerns real property, the recording of a certified copy of this Order shall constitute notice to any subsequent purchasers, successors in interest of assigns of the violation and the findings in this Order shall be binding upon any subsequent purchasers, successors in interest or assigns of the real property where the violation exists.

Upon complying, Shyam P. Kotha shall notify Beth Hughes, Code Enforcement Inspector who shall inspect the property and notify the Board of compliance.

Should the violation reoccur the Board has the authority to impose the fine at that time without a subsequent hearing.

Should a dispute arise concerning compliance either party may request a further hearing before the Board. Any aggrieved party may petition the Board to reconsider or rehear any Board Order resulting from a Public Hearing. A Petition for Rehearing must be made in writing and filed with the Board Secretary no later than thirty days after the execution of the Order and prior to the filing of any appeal. Upon receipt of the Petition, the Board will consider whether or not to reconsider or rehear the case. The Board will not hear oral argument or evidence in determining whether to grant the Petition to Reconsider or Rehear.

DONE AND ORDERED this 14th of January 2021.

Julie M. Wade

Chair of Tarpon Springs Code Enforcement Board

ATTEST:

Secretary

CITY OF TARPON SPRINGS REQUEST TO SETTLE ADMINISTRATIVE FINE OR LIEN

- This form may be used to make a request to the Board of Commissioners of the City of Tarpon Springs to settle an administrative fine or lien.
- The form must be filled out completely and legibly. Remember to sign and date form.
- Return the form to Mark LeCouris, City Manager by email: mlecouris@ctsfl.us

Information regarding fine or line:

Person or Board imposing fine or lien: K. Michelle Manousos. CMC

Date of fine or lien: 3/14/2024

Person originally fined or liened: Shyam P. Kotha

Address of property involved (if any): 1606 Sea Breeze DR

Tarpon Springs, FL. 34689

Party making request:

Name: Javier Pineda

Address: 13369 meadow bay loop

Telephone number: 407 739 3639

Email address: Berguisthe realtor@Gmail.com

Relationship to fined or liened person: Unknown

Amount being offered to settle fine: $2764.58

One the attached page, please list the detailed reason or reasons you believe the Board of Commissioners should settle the fine for amount you offered. You may use additional sheets if necessary.

Date: 04/16/2024 Signature: [signature]

Detailed reason or reasons the Board of Commissioners should settle the fine or lien:

Sirs:

I want to settle the Fine so I can obtein a clear Title, this code enforcement Fine was not my doing, and I have already Paid $75.200 for the LOT. The TAX debt was $6010^{69} leaving a remnant of $69.189^{31}.

I Respectfully Request that my offer of $2.764^{58} wich is 20% of the Fine - can be Accepted as a Settlement.

Thanks

Javier Pineda

CASE TYPE	DISPOSITION	DATE ESTABLISHED	STATUS	STATUS DATE
Parcel Number				
ADDRESS	INSPECTOR	TENANT NAME	TENANT NBR	
VIOLATION(S) UNDETERMINED	Public	10/16/20	Complied-Fines Still Owed	6/20/22
03 27 15 79344 000 0050				
1606 SEABREEZE DR	Beth Hughes	VL next to 1610 Seabreeze		
TARPON SPRINGS FL 34689				

CASE DATA:

Complainant	Tim 434-1185
Complainant Address	
Complainant Phone Number	
CE Notice of Violation Date	
CE NOV Comply By Date	
CEB Hearing Date - 1st Hearing	January 14, 2021
CEB Hearing Date - 2nd Hearing	
CEB Date Complied	May 13, 2022
Miscellaneous Information	
Date Closed	

NOTICE NAMES: KOTHA, SHYAM P OWNER Public PRINT PIN# IN LETTERS: Yes

HISTORY:	SCHEDULED	ACTION	STATUS	RESULTED	DISPOSITION	INSPECTOR	TIME
	10/16/20	CE Initial Inspection	COMPLETED	10/19/20	Private	Beth Hughes	.25
		RQST TEXT: Received phone complaint overgrown.				10/16/20	
		RSLT TEXT: 10/19/2020, 12:35:29 PM BHUGHES				2/17/21	
		ROW overgrown.				2/17/21	
	10/19/20	CE Notice of Violation	ISSUED	10/19/20	Private		
	Respond to:	Inspector Hughes	Date: 11/05/20				
	Send to:	Owner Name					
	Mail tracking #:	70200090000045838336					
	Name/address:	KOTHA, SHYAM P PO BOX 2757 SUNNYVALE, CA 94087					
	Telephone:						
	Fax:						
	EMail:						
	11/06/20	CE Reinspection	COMPLETED	11/06/20	Private	Beth Hughes	.25
		RQST TEXT: Overgrown?				10/19/20	
		RSLT TEXT: 11/6/2020, 11:28:10 AM BHUGHES				11/06/20	
		Property still overgrown.				11/06/20	
	11/06/20	*ERROR*	ISSUED	11/06/20	Private		
	Respond to:	Inspector Hughes	Date: 11/25/20				
	Send to:	Owner Name					
	Mail tracking #:	70200090000045838596					
	Name/address:	KOTHA, SHYAM P PO BOX 2757 SUNNYVALE, CA 94087					
	Telephone:						
	Fax:						

CASE TYPE | DISPOSITION | DATE ESTABLISHED | STATUS | STATUS DATE
Parcel Number
ADDRESS | INSPECTOR | TENANT NAME | TENANT NBR

VIOLATION(S) UNDETERMINED | Public | 10/16/20 | Complied-Fines Still Owed | 6/20/22
03 27 15 79344 000 0050
1606 SEABREEZE DR | Beth Hughes | VL next to 1610 Seabreeze
TARPON SPRINGS FL 34689
EMail:

11/26/20 CE Reinspection — COMPLETED 12/01/20 — Private — Beth Hughes — .25
RQST TEXT: Overgrown? — 11/06/20
RSLT TEXT: 12/1/2020, 9:37:47 AM BHUGHES — 12/01/20
Still overgrown and not cleared 30/15. — 12/01/20

12/18/20 CE 1st Hearing Notice — ISSUED 12/18/20 — Private
Respond to: Inspector Hughes — Date: 1/12/21
Send to: Owner Name
Mail tracking #: 70200090000045839357
Name/address: KOTHA, SHYAM P
PO BOX 2757
SUNNYVALE, CA 94087
Telephone:
Fax:
EMail:

1/13/21 CE CEB Pre-Board Inspection — COMPLETED 1/13/21 — Private — Beth Hughes — .25
RQST TEXT: Overgrown 30/15? — 12/18/20
RSLT TEXT: 1/13/2021, 11:04:48 AM BHUGHES — 1/13/21
Property is still overgrown 15/30. — 1/13/21

1/14/21 CE CEB Code Board Meeting — COMPLETED 1/14/21 — Private
NARRATIVE: CEB: 01/14/21 — 2/19/21
Anyone Present: NO — 2/19/21
IV: 8-52 — 2/19/21
Deadline: 02/13/21 — 2/19/21
Or Fined: $25 — 2/19/21
Prosecution Costs: N/A — 2/19/21

12/29/20 *ERROR* — ISSUED 12/29/20 — Private
Respond to: Inspector Hughes — Date: 1/12/21
Send to: Owner Name
Mail tracking #:
Name/address: KOTHA, SHYAM P
PO BOX 2757
SUNNYVALE, CA 94087
Telephone:
Fax:
EMail:

12/29/20 Affidavit of Posting Notice — ISSUED 12/29/20 — Private
Respond to: Inspector Hughes — Date: 12/31/20
Send to: Owner Name
Mail tracking #:
Name/address: KOTHA, SHYAM P
PO BOX 2757
SUNNYVALE, CA 94087
Telephone:
Fax:

CASE TYPE DISPOSITION DATE ESTABLISHED STATUS STATUS DATE
Parcel Number
ADDRESS INSPECTOR TENANT NAME TENANT NBR

VIOLATION(S) UNDETERMINED Public 10/16/20 Complied-Fines Still Owed 6/20/22
03 27 15 79344 000 0050
1606 SEABREEZE DR Beth Hughes VL next to 1610 Seabreeze
TARPON SPRINGS FL 34689
EMail:

1/14/21 Post Property COMPLETED 12/31/20 Private Beth Hughes .25
RQST TEXT: CEB 01/14/2021. 12/29/20
RSLT TEXT: 12/31/2020, 9:44:16 AM BHUGHES 12/31/20
Property posted. 12/31/20

11/23/20 Certified Signed COMPLETED 11/23/20 Private
NARRATIVE: 70200090000045838596 12/31/20
FNOV 12/31/20
Shyam Kotha 12/31/20
Signed by Shyam Kotha. 12/31/20

2/13/21 CE CEB Compliance Deadline Ins COMPLETED 2/13/21 Private
NARRATIVE: CEB: 01/14/21 1/15/21
Anyone Present: NO 1/15/21
IV: 8-52 1/15/21
Deadline: 02/13/21 1/15/21
Or Fined: $25 1/15/21
Prosecution Costs: N/A 1/15/21

2/14/21 *ERROR* COMPLETED 2/17/21 Private Beth Hughes .25
RQST TEXT: CEB: 01/14/21 1/15/21
Anyone Present: NO 1/15/21
IV: 8-52 1/15/21
Deadline: 02/13/21 1/15/21
Or Fined: $25 1/15/21
Prosecution Costs: N/A 1/15/21
RSLT TEXT: 2/17/2021, 2:31:45 PM BHUGHES 2/17/21
ROW still overgrown. Not in compliance. 2/17/21

2/19/21 CE CEB Affidavit of Non-Comply ISSUED 2/19/21 Private
Respond to: INSPECTOR HUGHES Date: 2/19/21
Send to: Owner Name
Mail tracking #:70200090000045840407
Name/address: KOTHA, SHYAM P
PO BOX 2757
SUNNYVALE, CA 94087
Telephone:
Fax:
EMail:

2/19/21 Affidavit of Costs ISSUED 2/19/21 Private
Respond to: INSPECTOR HUGHES Date: 2/19/21
Send to: Owner Name
Mail tracking #:

CASE TYPE DISPOSITION DATE ESTABLISHED STATUS STATUS DATE
Parcel Number
ADDRESS INSPECTOR TENANT NAME TENANT NBR

VIOLATION(S) UNDETERMINED Public 10/16/20 Complied-Fines Still Owed 6/20/22
03 27 15 79344 000 0050
1606 SEABREEZE DR Beth Hughes VL next to 1610 Seabreeze
TARPON SPRINGS FL 34689
Name/address: KOTHA, SHYAM P
PO BOX 2757
SUNNYVALE, CA 94087
Telephone:
Fax:
EMail:

4/06/21 Document Returned COMPLETED 4/06/21 Private
NARRATIVE: DR ANC 4/15/21
Tracking #70200090000045840407 4/15/21
4/15/21
Addressed to: SHYAM P KOTHA 4/15/21
Returned to CE on: 04/06/21 4/15/21
Signature appears to be: ATTEMPTED NOT KNOWN 4/15/21

11/10/21 CE Fine Status Reinspection COMPLETED 11/10/21 Private Beth Hughes .25
RQST TEXT: Fine status RI. 9/16/21
RSLT TEXT: Property still overgrown. 11/12/21

5/10/22 CE Fine Status Reinspection COMPLETED 5/13/22 Private Beth Hughes .50
RQST TEXT: Overgrown? Fine status RI. 11/12/21
RSLT TEXT: Due to the construction of the sewer system, the overgrowth 5/13/22
has been removed. Most of the property is wetlands. 5/13/22

5/16/22 CE CEB Affidavit of Compliance ISSUED 5/16/22 Private
Respond to: Inspector Hughes Date: 5/16/22
Send to: Owner Name
Mail tracking #:70220410000297590509
Name/address: KOTHA, SHYAM P
PO BOX 2757
SUNNYVALE, CA 94087
Telephone:
Fax:
EMail:

6/09/22 CE CEB Code Board Meeting COMPLETED 6/09/22 Private
NARRATIVE: Affidavit of Compliance 6/20/22
June 9th, 2022 6/20/22
Prosecution Costs: N/A 6/20/22

6/09/22 Board Accepts Aff of Comply COMPLETED 6/09/22 Private
NARRATIVE: Accepted 6/20/22

TOTAL TIME: 2.25

VIOLATIONS: DATE DESCRIPTION QTY CODE STATUS RESOLVED
10/19/20 8-52. Nuisance Prohibitions 1 8-52 ACTIVE
LOCATION:
NARRATIVE: Property is overgrown, no person shall permit the excessive 10/19/20
growth or accumulation of weeds, undergrowth or other 10/19/20

CASE TYPE	DISPOSITION	DATE ESTABLISHED	STATUS	STATUS DATE
VIOLATION(S) UNDETERMINED	Public	10/16/20	Complied-Fines Still Owed	6/20/22

Parcel Number 03 27 15 79344 000 0050
ADDRESS 1606 SEABREEZE DR TARPON SPRINGS FL 34689
INSPECTOR Beth Hughes
TENANT NAME VL next to 1610 Seabreeze
TENANT NBR

VIOLATIONS:

DATE	DESCRIPTION	QTY	CODE	STATUS	RESOLVED
10/19/20	8-52. Nuisance Prohibitions	1	8-52	ACTIVE	

LOCATION:

NARRATIVE: similar plant materials, or the accumulation of debris, upon property situated in the city. Please cut, trim, edge, and continually maintain the property. Since your property is over 10,000 square feet, see below exception: Any lands which are over 10,000 square feet in area and in an undeveloped state; provided however, all lands within 30 feet of any roadway must be maintained in accordance with § 8-52(a); and provided further that any lands adjacent to any improved property on the side or rear must be maintained to a depth of 15 feet on the side or rear, whichever is adjacent to improved property, in accordance with § 8-52(a). For purposes of this provision, a property will be considered adjacent to any property when the properties are next to each other separated only by easement or right-of-way.

10/19/20 (repeated)

FINES:

DESCRIPTION	CHARGE	PAID	BILLED	LIEN AMT	LIEN PAID
AFFIDAVIT OF COST	157.00	.00	.00	157.00	.00
DAILY CODE ENF. $25.00	11325.00	.00	.00	.00	.00
SATISFACTION FEE	10.00	.00	.00	10.00	.00

City of Tarpon Springs, Florida
City Clerk & Collector
P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614

NOTIFICATION OF LIEN (COMPLIANCE)

October 13, 2023

Shyam P. Kotha
P.O. Box 2757
Sunnyvale, CA 94087-0757

Re: Case No. 20-80000640
Violator(s) Name: Shyam P. Kotha
Violation Address: 1606 Seabreeze Drive
Parcel Number: 03/27/15/79344/000/0050

This is to inform you that on ***March 22, 2021,*** lien was recorded against the above referenced property. As of ***May 13, 2022,*** the property is in compliance; however, there is an outstanding fine and applicable fees due.

The payoff for this lien is as follows:

Fine Amount:	$11,325.00
Prosecution Cost:	$157.00
Interest:	$1,448.01
Administrative fees:	$25.00
Recording fees:	$27.75
Satisfaction fees:	$10.00
TOTAL DUE:	**$12,992.76 (payoff good thru November 3, 2023)**

We would like to give you an opportunity to pay the fine and satisfy the recorded lien, prior to this matter being turned over to the City Attorney for further action.

Payments can be sent to City Clerk's Office, P.O. Box 5004, Tarpon Springs, Florida 34688-5004 or in person at 410 N. Ring Avenue. For further inquiries, contact Bobbie Cole, Collection Clerk at (727) 942-5614.

Sincerely,

K. Michele Manousos, CMC
Deputy City Clerk & Collector

City of Tarpon Springs, Florida
City Clerk & Collector
P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614

NOTIFICATION OF LIEN (COMPLIANCE)

July 11, 2023

Shyam P. Kotha
P.O. Box 2757
Sunnyvale, CA 94087-0757

Re: Case No. 20-80000640
Violator(s) Name: Shyam P. Kotha
Violation Address: 1606 Sebreeze Drive
Parcel Number: 03/27/15/79344/000/0050

This is to inform you that on ***March 22, 2021,*** lien was recorded against the above referenced property. As of ***May 13, 2022,*** the property is in compliance; however, there is an outstanding fine and applicable fees due.

The payoff for this lien is as follows:

Fine Amount:	$11,325.00
Prosecution Cost:	$157.00
Interest:	$1,110.36
Administrative fees:	$25.00
Recording fees:	$27.75
Satisfaction fees:	$10.00
TOTAL DUE:	**$12,655.11 (payoff good thru August 15, 2023)**

We would like to give you an opportunity to pay the fine and satisfy the recorded lien, prior to this matter being turned over to the City Attorney for further action.

Payments can be sent to City Clerk's Office, P.O. Box 5004, Tarpon Springs, Florida 34688-5004 or in person at 410 N. Ring Avenue. For further inquiries, contact Bobbie Cole, Collection Clerk at (727) 942-5614.

Sincerely,

K. Michele Manousos, CMC
Deputy City Clerk & Collector

INVOICE 2024-06213

Bill To:
Aloma Title Company - Oviedo
100 Burnsed Place, Ste 1010
Oviedo, Florida 32765

DATE	PLEASE PAY	TERMS
03/18/24	**106.25**	**Net 30**

Ordered By:

Client File No: 15515OV

DESCRIPTION	AMOUNT
SEA BREEZE DR TARPON SPRINGS, Florida 34689	
Lien Search with Permitting Information	
Professional Fee	**$95.00**
Hard Costs (Upfront fees paid by Exacta to Municipality or HOA)	**$11.25**
Request Form Shipping	**$0.00**

NOTES:
$11.25- City of Tarpon Springs Lien Search Fee

PLEASE SUBMIT ONE COPY OF THE INVOICE AND REFERENCE INVOICE NUMBER 2024-06213 WHEN MAKING PAYMENT.

Make Check Payable To:
Exacta Lien Search
PO Box 74133
Cleveland, OH 44194-4133

PRICE:	$106.25
DISCOUNT:	- $0.00
CLOSING PLATFORM FEE:	$0.00
INVOICE TOTAL:	$106.25
ADJUSTMENTS:	$0.00
PAYMENTS:	- $0.00
AMOUNT DUE:	**106.25**

CANCELLATION TERMS: Collect Hard Costs Only - Lien Search: Upon cancellation, all Exacta professional fees are waived. Hard costs paid by Exacta are owed by the ordering client. Hard costs are defined as direct costs paid by Exacta to municipalities, homeowner's associations ("HOAs") and/or other entities for information needed to satisfy a requested search by a client.

Estoppel: The ordering client will be eligible for a refund of the hard cost fees when Exacta is provided with a copy of the cancellation of the contract within 10 days of the scheduled closing. Hard costs are defined as direct costs paid by Exacta to municipalities, homeowner's associations ("HOAs") and/or other entities for information needed to satisfy a requested search by a client.

This 10-day period allows adequate time for Exacta to obtain a refund on behalf of the ordering client for upfront costs paid to the management company and/or association involved per Florida Statutes guidelines - (Title XL / Chapter 720). Failure to provide the contract within 10 days of closing will result in the ordering client being responsible for the hard cost fees.

THANK YOU FOR YOUR BUSINESS! ***EXACTA LIEN SEARCH***

EXACTA
Land Survey | Lien Search

Fast - Easy - Reliable



Municipal Lien Search Report

Property Address: SEA BREEZE DR, TARPON SPRINGS, Florida 34689

Owner: JAVIER PINEDA

Municipality: City of Tarpon Springs

Parcel ID: 03-27-15-79344-000-0050

Client File No: 15515OV

Real Estate Tax

2023 PAID
2022 PAID
2021 PAID

Tangible Taxes: N/A
Prior Taxes Owed?: N/A

Permitting

Status: No Records Found

Utility / Public Works

Services: N/A
Amount Due: $0.00

Code Enforcement

Status: Code Enforcement Lien

Special Assessments / Other

Details Enclosed: N/A

Property Address: SEA BREEZE DR, TARPON SPRINGS, Florida 34689

Owner: JAVIER PINEDA

Municipality: City of Tarpon Springs

Parcel ID: 03-27-15-79344-000-0050

Client File No: 15515OV

Real Estate Tax Info | Date Researched: 03/18/2024

2023	$1,357.09	☐ Due	☒ Paid	Good Through: 02/29/2024	Tax Certificate: ☐ Yes ☒ No
2022	$6,010.69	☐ Due	☒ Paid	Good Through: 02/21/2024	Tax Certificate: ☒ Yes ☐ No
2021	Included with 2022	☐ Due	☒ Paid	Good Through: 02/21/2024	Tax Certificate: ☒ Yes ☐ No
Total Due	$0.00	Notes: Taxes for 2020-2022 were paid via sold tax deed. See attached.			

☐ *Tangible taxes applied, see attached when checked*

Permitting Information | Date Researched: 03/18/2024

☐ Open	☐ Expired	☐ Closed	☒ No Records Found
***Permitting details enclosed, see attached*	Notes:		

Utilities / Public Works | Date Researched: 03/15/2024

Utility	Balance	Service Provider	Notes
Water	Vacant		
Sewer	Vacant		
Solid Waste	Vacant		
Other			
Utility Liens			
Total Amount Due	$0.00		

***Utility/public works details enclosed, see attached*

Code Enforcement Information | Date Researched: 03/15/2024

☐ Open	☐ Closed	☐ Pending Trial	☐ No Records Found	☒ Code Enforcement Lien	**Total Amount Due:** $13,822.92
***Code enforcement details enclosed*	Notes: Code lien #23-80000640 found. See attached.				

Vacant Property Registration / Special Assessments / Other | Date Researched:

☐ Special assessment details enclosed, see attached when checked
☐ Vacant/foreclosure registry details enclosed, see attached when checked

Pinellas County Property Appraiser - www.pcpao.gov | **Generated on 03/07/2024 05:26 AM**

Parcel Summary (as of 07-Mar-2024)

Parcel Number
03-27-15-79344-000-0050

Owner Name
PINEDA, JAVIER

Property Use
0000 Vacant Residential - lot & acreage less than 5 acres

Site Address
SEA BREEZE DR
TARPON SPRINGS, FL 34689

Mailing Address
13369 MEADOW BAY LOOP
ORLANDO, FL 32824

Legal Description
SEA BREEZE ISLAND LOT 5

Current Tax District
TARPON SPRINGS (TS)

Year Built

Living SF	Gross SF	Living Units	Buildings
			0

Parcel Map



Exemptions

Year	Homestead	Use %	Status
2025	No	0%	
2024	No	0%	
2023	No	0%	

Property Exemptions & Classifications

No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Zoning	Plat Bk/Pg
22713/1851	$131,800	121030275012	A	Current FEMA Maps	Check for EC	Zoning Map	28/66

2023 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	$114,235	$54,002	$54,002	$114,235	$54,002

Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	N	$97,569	$49,093	$49,093	$97,569	$49,093
2021	N	$44,630	$44,630	$44,630	$44,630	$44,630
2020	N	$44,190	$44,190	$44,190	$44,190	$44,190
2019	N	$44,934	$44,934	$44,934	$44,934	$44,934
2018	N	$55,300	$47,364	$47,364	$55,300	$47,364

2023 Tax Information

Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2023 Millage Rate	Tax District
View 2023 Tax Bill	18.7612	(TS)

Sales History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
22-Feb-2024	$75,200	U	V	PINELLAS COUNTY	PINEDA JAVIER	22713/1851
16-Jul-2015	$15,600	U	V	PINELLAS CLERK OF THE CIRCUIT COURT	KOTHA SHYAM P	18855/0282
01-Jan-1899						04051/0993

2023 Land Information

Land Area: 0.2339 acres | 10,189 sf | Frontage and/or View: Park/Cons/Pres | Seawall: No

Property Use	Land Dimensions	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Vacant	70x147	$3,700	70.00	FF	.5940	$153,846

2023 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record.					

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
No Permits on Record.			

Property Taxes

As of 03/18/2024, all taxes have been paid on this property.

Per confirmation with Pinellas County Tax Collector, 2020-2022 taxes were paid via sold tax deed on 02/21/2024 in the amount of $6,010.69. No individual tax bills are available for these tax years.

Contact Information:

Pinellas County Tax Collector
29399 US Hwy 19 N, #200
Clearwater, FL 33761

Phone: (727) 464-7777

2023 REAL ESTATE TAX

Charles W. Thomas, CFC, Pinellas County Tax Collector
P.O. Box 31149, Tampa, FL 33631-3149
(727) 464-7777 | pinellastaxcollector.gov

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments
Pay online at **pinellastaxcollector.gov**
• E-check - no fee • Credit card - 2.95% convenience fee

If Postmarked By	Nov 30, 2023	Dec 31, 2023	Jan 31, 2024	Feb 29, 2024	Mar 31, 2024
Pay this Amount	$1315.97	$1329.68	$1343.38	$1357.09	$1370.80

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R20288		TS

PINEDA, JAVIER
13369 MEADOW BAY LOOP
ORLANDO, FL 32824

PARCEL NO.: 03/27/15/79344/000/0050
SITE ADDRESS: SEA BREEZE DR, TARPON SPRINGS
PLAT: 28 PAGE: 66
LEGAL:
SEA BREEZE ISLAND
LOT 5

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
GENERAL FUND	4.7398	54,002	0	54,002	255.96
HEALTH DEPARTMENT	0.0713	54,002	0	54,002	3.85
EMS	0.8418	54,002	0	54,002	45.46
SCHOOL-STATE LAW	3.1900	114,235	0	114,235	364.41
SCHOOL-LOCAL BD.	2.7480	114,235	0	114,235	313.92
TARPON SPRINGS	5.3700	54,002	0	54,002	289.99
SW FLA WTR MGMT.	0.2043	54,002	0	54,002	11.03
PINELLAS COUNTY PLN.CNCL.	0.0210	54,002	0	54,002	1.13
JUVENILE WELFARE BOARD	0.8250	54,002	0	54,002	44.55
SUNCOAST TRANSIT AUTHORITY	0.7500	54,002	0	54,002	40.50
TOTAL MILLAGE	18.7612			GROSS AD VALOREM TAXES	$1,370.80

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
GROSS NON-AD VALOREM ASSESSMENTS	$0.00

TAXES BECOME DELINQUENT APRIL 1ST — COMBINED GROSS TAXES AND ASSESSMENTS $1,370.80

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

2023 REAL ESTATE TAX

Charles W. Thomas, CFC, Pinellas County Tax Collector
Pay in U.S. funds to **Charles W. Thomas, Tax Collector**
P.O. Box 31149, Tampa, FL 33631-3149
(727) 464-7777 | pinellastaxcollector.gov

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments
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R20288		TS

PINEDA, JAVIER
13369 MEADOW BAY LOOP
ORLANDO, FL 32824

PARCEL NO.: 03/27/15/79344/000/0050
SITE ADDRESS: SEA BREEZE DR, TARPON SPRINGS
PLAT: 28 PAGE: 66
LEGAL:
SEA BREEZE ISLAND
LOT 5

Duplicate N/A 03/07/2024

1 00R20288 2023 5

Charles W. Thomas
pinellas county tax collector

Search all services we offer...

Vehicle Registration | Property Tax | Tourist Tax

Search > Account Summary

Real Estate Account #R20288

Owner:
KOTHA, SHYAM P

Situs:
SEA BREEZE DR
TARPON SPRINGS

Parcel details
Property Appraiser

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **02/29/2024** for **$1,357.09**.

Apply for the 2024 installment payment plan

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2023 Annual Bill	$0.00	**Paid** $1,357.09	02/29/2024	**Receipt** #1656-23-000985	Print (PDF)
2022					
2022 Annual Bill		**No Balance Due**		**Tax Deed** (see 2020)	
Tax Deed Application #11231		**Sold**	02/21/2024		
2021					
2021 Annual Bill		**No Balance Due**		**Tax Deed** (see 2020)	
Tax Deed Application #11231		**Sold**	02/21/2024		
2020					
2020 Annual Bill	$0.00	**No Balance Due**		**Tax Deed** (see 2020)	
Tax Deed Application #11231		**Sold**	02/21/2024		
2019					
2019 Annual Bill	$0.00	**Paid** $1,063.90	04/01/2022	**Receipt** #952-21-118197	Print (PDF)
Certificate #136		**Redeemed**	04/01/2022	**Face** $1,007.29, **Rate** 0.25%	
		Paid $1,063.90			
2018					
2018 Annual Bill		**Paid** $1,227.13	08/20/2019	**Receipt** #908-19-000401	
Tax Deed Application #8816		**Paid off**	08/20/2019		
		Paid $1,227.13			
2017					
2017 Annual Bill		**Paid** $1,077.12	08/20/2019	**Receipt** #908-19-000401	
Tax Deed Application #8816		**Paid off**	08/20/2019		
		Paid $1,077.12			
2016					
2016 Annual Bill	$0.00	**Paid** $1,030.78	08/20/2019	**Receipt** #908-19-000401	
2016 TDA Fees Bill	$0.00	**Paid** $386.25	08/20/2019	**Receipt** #908-19-000401	
Refund		**Processed** $70.00	09/11/2019		
Refund		**Processed** $130.00	08/28/2019		
Tax Deed Application #8816		**Paid off**	08/20/2019		
		Paid $1,417.03			
2015 Annual Bill	$0.00	**Paid** $800.45	11/30/2015	**Receipt** #952-15-032654	Print (PDF)
Total Amount Due	**$0.00**				

Pinellas
Ken Burke, CPA, Clerk of the Circuit Court and Comptroller

REAL**TDM**
Tax Deed Search
Public Record

To view information regarding tax deed sales filed prior to July 11, 2022, please visit historictaxdeedsales.mypinellasclerk.org (http://historictaxdeedsales.mypinellasclerk.org).

Hide Disclaimer

Back

Tax Collector #	Applicant Number	Case Number	Parcel Number	Case Status
11231	2547580	2021-00100	03-27-15-79344-000-0050 (https://www.pcpao.gov/property-details?s=152703793440000050)	ACTIVE - SOLD BIDDER

Opening Bid: $6,010.69

Summary | Parties | Notifications | Fees | Documents | Check Requests

CASE SUMMARY

App Receive Date	October 9, 2023
Sale Date	February 21, 2024
Publish Date(s)	1 - January 12, 2024 2 - January 19, 2024 3 - January 26, 2024 4 - February 2, 2024
Property Address	SEA BREEZE DR TARPON SPRINGS, FL
Homestead	No
Legal Description	SEA BREEZE ISLAND LOT 5

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OPENING BID CALCULATIONS

Case Number: 2021-00100 | Parcel Number: 03-27-15-79344-000-0050

Report generated on March 18, 2024 at 1:29 PM

FEE DESCRIPTION	FEE CODE	FEE AMOUNT
Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County)	TDA_TC_CERTTOT	**$3,482.12**
Total of Delinquent Taxes Paid by Tax Deed Applicant	TDA_TC_DELTAX	**$0.00**
Total of Current Taxes Paid by Tax Deed Applicant	TDA_TC_CURTAX	**$0.00**
Ownership and Encumbrance Report Fee	TDA_TC_TITLEFEE	**$150.00**
Tax Deed Application Fee	TDA_TC_APPFEE	**$175.00**
Total Interest Accrued by Tax Collector Pursuant to Section 197.542 F.S.	TC_INT	**$238.93**
Clerk of Court - Statutory Fee	CCSF	**$60.00**
Clerk of Court - NOA Recording Fee	NOA_REC_FEE	**$10.00**
Clerk of Court - Mailing Cost	CC_MF	**$61.24**
Electronic Auction Fee	CC_EAF	**$95.00**
Business Observer	CCAC	**$85.00**
Pinellas County Sheriff	SF	**$40.00**
Interest Computed by Clerk of Court Pursuant to Section 197.542 F.S	CC_INT	**$256.31**
One Half Assessed Value Homestead pursuant s. 197.502 F.S.	OHAVHP	**$0.00**
Additional Delinquent Taxes	ADT	**$1,357.09**
Bidder Deposit (Funds)	BIDDER_DEPOSIT_FUNDS	**$0.00**
		$6,010.69

PC 506 R. 05/16

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2024045879 02/23/2024 10:35 AM
OFF REC BK: 22713 PG: 1851-1854
DocType:TAXDEED

Parcel ID Number: 03-27-15-79344-000-0050

Certificate Number: 00100 Sale of 2021

TAX DEED

Pinellas County, Florida

For official use only

Tax Certificate Numbered 2021-00100 issued on **June 01, 2021** , was filed in the office of the Tax Collector of Pinellas County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the costs and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 21st day of February, 2024, the land was offered for sale. It was sold to**JAVIER PINEDA** address **13369 MEADOW BAY LOOP ORLANDO, FL 32824**, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

Description of lands:

SEA BREEZE ISLAND LOT 5

On **February 21, 2024,** in Pinellas County, Florida, for the sum of ($75,200.00) (Seventy Five Thousand Two Hundred Dollars), the amount paid as required by law.

Instrument Prepared By:
Ken Burke, Clerk of the Circuit Court & Comptroller
315 Court St
Clearwater, FL 33756

By: CODY LOY
Deputy Clerk

Parcel ID Number: 03-27-15-79344-000-0050

Certificate Number: 00100 Sale of 2021

State of Florida
County of Pinellas

Witness
SHANNON SNELL
315 COURT ST RM 163
CLEARWATER, FL 33756

Witness:
KIM WESTERFIELD
315 COURT ST RM 163
CLEARWATER, FL 33756

Ken Burke,
Clerk of the Circuit Court & Comptroller,
Pinellas County, Florida

By:
CODY LOY, Deputy Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 22nd day of February, 2024, before me Pamela Roberson personally appeared CODY LOY, Clerk of the Circuit Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument by means of physical presence and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal on the date aforesaid.

Notary Public Signature

PAMELA ROBERSON
Commission # HH 300396
Expires September 3, 2026

Notary Public Stamp

Permitting, Utilities/Public Works, Code Enforcement

Permitting:

As of 03/18/2024, no open permits or other permitting issues were found with this property.

Utilities:

This property is a vacant lot and is not currently connected to public utilities. Please contact the municipality for more information about utility services for properties in this area.

Code Enforcement:

As of 03/15/2024, there is one code enforcement lien found with this property.

Per correspondence with City of Tarpon Springs, there is payoff amount of $13,822.92 good through 04/30/2024 for the lien #23-80000640. Please see attached for more information.

Contact Information:

City of Tarpon Springs
City Clerk's Office
410 North Ring Ave.
Tarpon Springs, FL 34688

Phone: (727) 942-5614

EXACTA



Florida

FW: Sea Breeze Dr PRR-24-3051

Christopher Brown <cbrown@ctsfl.us>
Mon 3/18/2024 12:58 PM
To: Lien Research <lienresearch3@exactaland.com>
Cc: Tracey Norris <tnorris@ctsfl.us>; Matthew James <mjames@ctsfl.us>; Michele Manousos <mmanousos@ctsfl.us>

1 attachments (88 KB)
Sea Breeze Dr-REQUEST.pdf;

Good afternoon,
We have no open/close/expired permits at this location.

Thank you,

Christopher Brown
Building Development Technician I
City of Tarpon Springs
727-942-5617 Ext 2257
cbrown@ctsfl.us
FOR STATUS OF PERMIT PLEASE VISIT- https://tarp-egov.aspgov.com/Click2GovBP/index.html
Effective December 31, 2023, submissions provided via electronic mail (email) will no longer be accepted. Electronic submission through our GoPost portal is highly encouraged for electronic plan review.

RESOLUTION 2024-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, FORMING A SISTER CITY RELATIONSHIP WITH THE ISLAND OF AEGINA, GREECE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the history of Tarpon Springs and its character as a small Florida city is intertwined with the Greek sponge fishermen and their families who began immigrating to the City in 1905; and

WHEREAS, the Sister Cities program has been instrumental in preserving and memorializing that early history; and

WHEREAS, the first Greek sponge fishermen arriving in Tarpon Springs were from the Island of Aegina and arrived in late Spring, 1905; and

WHEREAS, the names of the first sponge fishermen from Aegina are Captain Paul Moutsatsos, Divers Demosthemes Kavasilas and Stelios Bessis, and deckhands Eleptherios Moutsatsos and Miltiades Stathes; and

WHEREAS, their sponsor, John Cocoris, a resident, and founder of the Greek sponge industry in Tarpon Springs provided them with the sponge boat named “Hope” or “Elpis” in Greek; and

WHEREAS, Hope Day is celebrated each year on June 18th in Tarpon Springs and memorializes the date that the Elpis set sail on her first voyage with the five sponge fishermen from Aegina; and

WHEREAS, by the end of the following year, an additional 500 Greek sponge fishermen had immigrated to Tarpon Springs from the Islands of Aegina, Kalymnos, Halki, Simi, and Spetzes; and

WHEREAS, by the 1920’s, three-fourths of the City’s population was of Greek descent and numbered about 2,500; and

WHEREAS, today, the City’s population of Greek descent is about eleven percent, but still numbers about 2,500; and

WHEREAS, in the early years, Tarpon Springs became known as the “Sponge Capital of the World”; and

WHEREAS, the City of Tarpon Springs is honored to join with the Island of Aegina, Greece, as a Sister City, one of eight sister cities, including Kalymnos, Halki, and Simi; and

WHEREAS, the immigrants of Aegina hold a special place in the history of Tarpon Springs as having pioneered the Greek sponge industry in Tarpon Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The Board of Commissioners of the City of Tarpon Springs, Florida does hereby agree to form a Sister City relationship between the Island of Aegina, Greece, and the City of Tarpon Springs, Florida, United States, and subsequently, to share in an exchange of ideas to promote; cultural and educational exchange, and economic development in order that the citizens of both may have the advantage of learning more about one another, thereby creating additional understanding and good will between our two communities.

Section 2. Copies of this resolution shall be forwarded to the Island of Aegina, Greece.

Section 3. This Resolution shall take effect immediately upon its adoption.

MEMORANDUM

Date: April 30, 2024

From: Costa Vatikiotis, Mayor

To: City Commission

Subj: Gifts for Aegina and Hydra Mayors for Sister Cities Trip

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Recommendation: Authorize Gifts to Mayors of Aegina and Hydra, and to the Curator of Museum of Hydra.

The gifts to be presented are as follows:

Aegina	Glass plaque commemorating friendship between Tarpon Springs and Aegina, City of Tarpon Springs commemorative flag with City seal, copy of George Frantzis' book "Strangers at Ithaca"
Hydra	Mayor - Copy of George Frantzis' book "Strangers at Ithaca" Museum Curator - Copy of George Frantzis' book "Strangers at Ithaca"

The Mayor will also be presenting a personal gift to the town of Aegina. As you know the Mayor's family on his father's side is from Aegina. Costas and Sozon (Mayors' grandfather and father) are still remembered. Whereas Costas traveled to and from Aegina and Tarpon Springs several times, Sozon left Aegina and never returned. The personal gift is one of the previously unknown seashells that Sozon discovered as a sponge diver. Many know that Sozon had a gift for seashells and was a noted collector nationally. The shell was catalogued by the Smithsonian Institute and named after him, "Conus Sozoni Bartsch." Its common name is "Sozon's cone." Bartsch was the Smithsonian Scientist that verified its authenticity and gave the shell its name. The Mayor feels the gift is symbolic of a last return by his father to his home island.

Thank you.

MEMORANDUM

Date: April 30, 2024

From Costa Vatikiotis, Mayor

To: City Commission

Subj: Sister City Travel Expenses for Aegina/Hydra

Recommendation: Authorize travel expenses for Mayor's trip to Aegina and Hydra related to the Sister Cities program.

An estimate of the travel expenses for the Mayor are as follows: (The Mayor's wife will be accompanying him and those personal expenses will be the responsibility of the Mayor.)

Airlines	$1,400
Hotel (Hydra)	$1,000
Hotel (Athens Airport)	$500
Ferry	$200
Transfers	$200
Meal Expenses	$500

Total $3,900

The dates of the trip are from May 10th to May 22nd. There are no funds needed upfront and invoices will be submitted after the trip for reimbursement.

Thank you.