



# 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, JUNE 4, 2024 6:30 PM - CITY HALL AUDITORIUM

### CALL TO ORDER

### ROLL CALL

### REFLECTION

### PLEDGE OF ALLEGIANCE (5 Minutes)

### PROCLAMATIONS (20 Minutes)

1. Flag Day and National Flag Week
2. Tarpon Springs LGBTQ Community Recognition Month
3. Hurricane Awareness Month

### SPECIAL PRESENTATIONS

4. Emergency Management Hurricane Season 2024 **(15 Minutes)**

### PUBLIC COMMENTS (30 Minutes)

### CONSENT AGENDA (5 Minutes)

5. Authorize Execution of Contract for Conducting Special Municipal Election
6. Increase File No. 210025-C-JJ, Facilities Maintenance, Repair and Operations (MRO) and Industrial Supplies through Florida State Contract No. 31160000-20-NASPO-ACS

### SPECIAL CONSENT AGENDA

7. Award Bid File No. 240110-B-JL, Safford Fitness Park Pickleball Courts **(20 Minutes)**
8. Authorize City Manager and Police Chief to work with Regulatory Agencies for Approval to Widen the Period of Excluding Motorized Boats/Watercrafts in the Spring Bayou Area **(15 Minutes)**
9. Discussion and Direction on Future Art Projects **(20 Minutes)**
10. Public Works Department Proposed Reorganization Plan **(DEFERRED TBD)**

### ORDINANCES AND RESOLUTIONS

11. Resolution 2024-17 Calling for Election and Ballot Language **(10 Minutes)**

### BOARD AND STAFF COMMENTS (10 Minutes)

### ADJOURNMENT (Estimate 8:25 pm)

# *City of Tarpon Springs, Florida*

## **PROCLAMATION**

**WHEREAS**, since the adoption of the Stars and Stripes on June 14, 1777, people around the world have continuously looked to our flag as a symbol of unity and liberty; and

**WHEREAS**, for centuries, mariners looked to the stars to guide them across the seas, just as Americans and people across the globe look to our flag as a guiding symbol of freedom, opportunity, and hope; and

**WHEREAS**, on Flag Day and during National Flag Week, we celebrate the journey of progress represented in our banner and pay tribute to the inspiration it gives Americans at home and abroad; and

**WHEREAS**, our flag belongs to all Americans, and its red, white, and blue colors are woven into a rich tapestry of different cultures, backgrounds, and beliefs which connects us and honors our shared history; and

**WHEREAS**, we pledge our allegiance to the Star-Spangled Banner and to the Republic for which it stands, and to the freedom and the sacrifice given to preserve that freedom, the City of Tarpon Springs encourages its citizens to observe Flag Day and National Flag Week with pride to honor the American spirit, displaying the flag and honoring all of our brave service members and revering those who gave their last full measure of devotion defending our freedoms.

**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

***June 14, 2024 Flag Day and***

***June 9-15, 2024 as National Flag Week***

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 4<sup>th</sup> day of June 2024.

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*City Clerk & Collector*

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*Mayor*



# *City of Tarpon Springs, Florida*

## **PROCLAMATION**

**WHEREAS**, our Nation was founded on the principal of equality and freedom for all people, and those rights continue to evolve as society changes and new challenges come to light for many Americans; and

**WHEREAS**, the uprising at the Stonewall Inn, Greenwich Village, New York City, on June 28, 1969, was a milestone for LGBTQ freedom and change; and

**WHEREAS**, for over 50 years, the month of June has been established nationwide as a time to honor those citizens that stood against the discriminatory laws at Stonewall and elsewhere; and

**WHEREAS**, every American should live without fear of prejudice, discrimination, violence, and hatred based on race, ethnicity, religion, and gender orientation; and

**WHEREAS**, the month of June has become nationally recognized as a time to acknowledge how the LGBTQ community and individuals have overcome adversity and are contributing to the diversity and the richness of American society; and

**WHEREAS**, the City of Tarpon Springs celebrates and accepts its diverse LGBTQ community and individuals that includes people of all races, ethnicities, religions, and professions; and

**WHEREAS**, the City of Tarpon Springs strives to be a community at large where everyone is appreciated for our differences and uniqueness rather than remaining divided as are many other places within our Nation.

**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 June 2024 as

### ***Tarpon Springs LGBTQ Community Recognition Month***

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 4<sup>th</sup> day of June 2024.

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*City Clerk & Collector*

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*Mayor*

# *City of Tarpon Springs, Florida*

## **PROCLAMATION**

**WHEREAS**, Florida hurricane season officially begins June 1 and ends November 30; and

**WHEREAS**, Hurricane Awareness Month was started to spread awareness of the dangers and hazards of hurricanes. Being aware is not being prepared, and history has shown that by knowing vulnerability and what actions to take, people can reduce the effects of a hurricane disaster; and

**WHEREAS**, we are better prepared than ever before for today's storms, our technology, forecasting, and models have improved, and we have new ways of disseminating vital warnings and storm-tracking information, still it is never too early to prepare; and

**WHEREAS**, we enter hurricane season, let us renew our commitment to responsibility, and let us unite in common purpose to safeguard our families and community; and

**WHEREAS**, we call upon organizations, schools, media, and residents to share information about hurricane preparedness.

**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 June 2024 as

### ***HURRICANE AWARENESS MONTH***

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 4<sup>th</sup> day of June 2024.

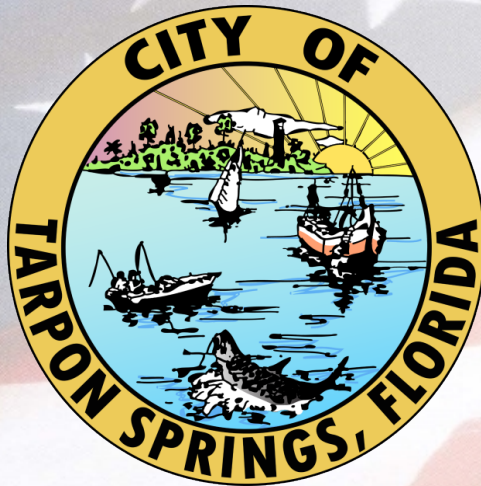
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*City Clerk & Collector*

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*Mayor*

# City of Tarpon Springs Emergency Management



## Hurricane Season 2024

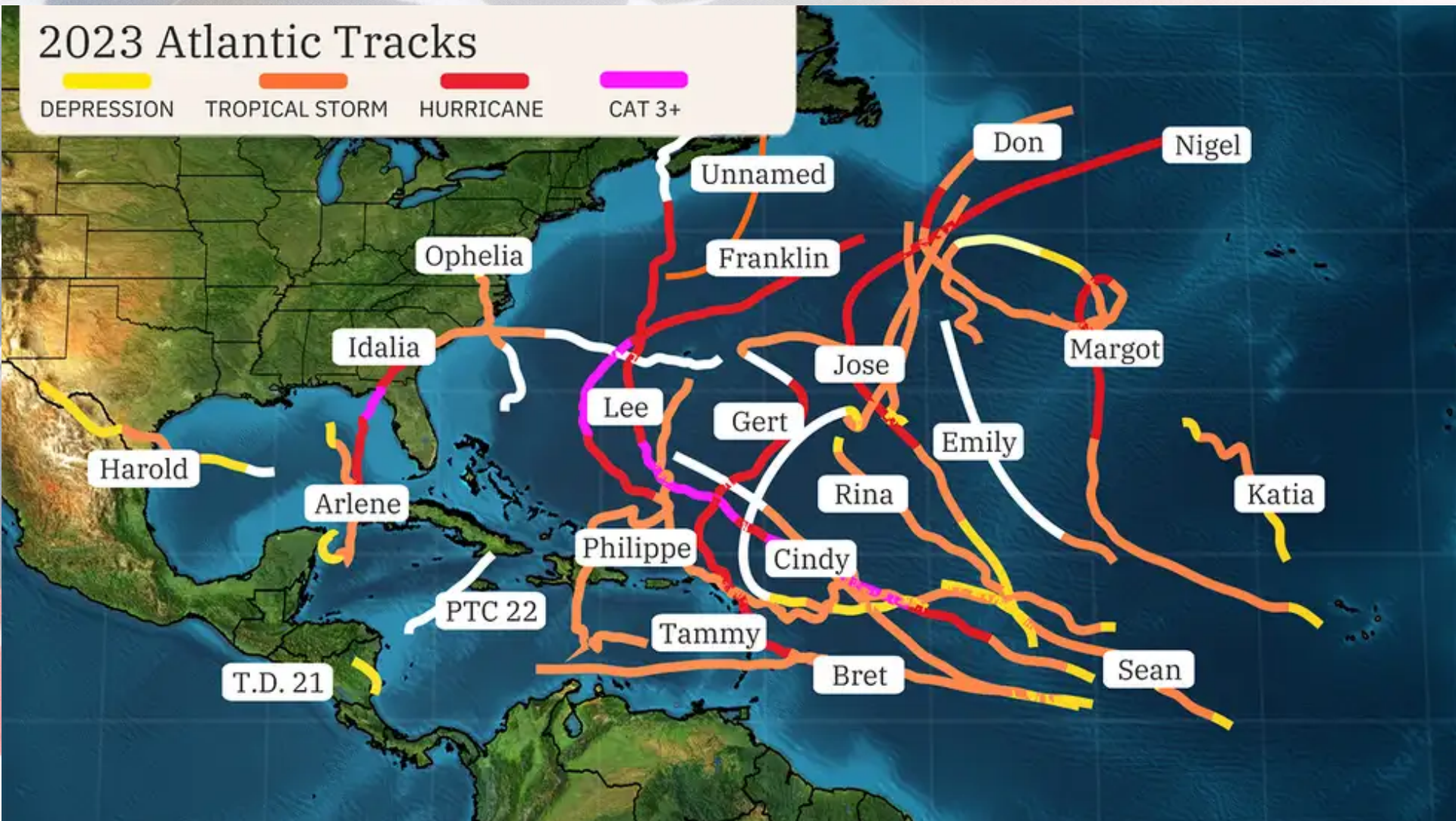


# Governor's Hurricane Conference 2024





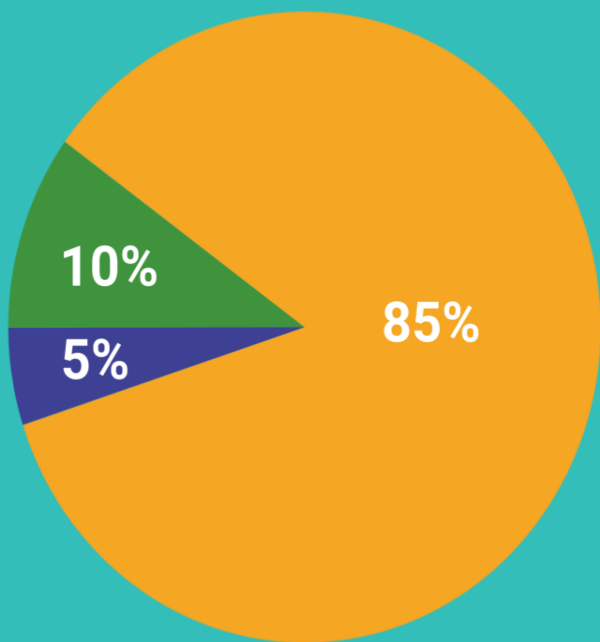
# 2023 Hurricane Season



# What Can We Expect From 2024?



## 2024 Atlantic Hurricane Season Outlook



■ Above normal ■ Near normal ■ Below normal

Season probability

Named storms

17 - 25

Hurricanes

8 - 13

Major hurricanes

4 - 7



# New Hurricane Names

## 2024 ATLANTIC STORM NAMES

ALBERTO  
BERYL  
CHRIS  
DEBBY  
ERNESTO  
FRANCINE  
GORDON

HELENE  
ISAAC  
JOYCE  
KIRK  
LESLIE  
MILTON  
NADINE

OSCAR  
PATTY  
RAFAEL  
SARA  
TONY  
VALERIE  
WILLIAM



# Categories of hurricane

|                                                                                    | Category 1                                               | Category 2                                                                | Category 3                                                           | Category 4                                                                     | Category 5                                                                            |
|------------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Wind                                                                               | 74-95mph                                                 | 96-110mph                                                                 | 111-130mph                                                           | 131-155mph                                                                     | Over 155mph                                                                           |
| Storm surge                                                                        | 4-5ft                                                    | 6-8ft                                                                     | 9-12ft                                                               | 13-16ft                                                                        | Over 18ft                                                                             |
|  |                                                          |                                                                           |                                                                      |                                                                                |                                                                                       |
|                                                                                    | <b>Minimal:</b> No real structural damage; some flooding | <b>Moderate:</b> Material damage to buildings; small craft break moorings | <b>Extensive:</b> Structural damage to small houses; inland flooding | <b>Extreme:</b> Major structural damage & heavy flooding; evacuation necessary | <b>Catastrophic:</b> Massive damage to buildings; small structures blown over or away |

Source: Saffir Simpson scale



# Run From the Water, Hide From the Wind

If the weather forecast says surge height could be...

Wind will affect the entire county. Mobile home residents and residents who are dependent on electricity must always evacuate due to winds for all category hurricanes.

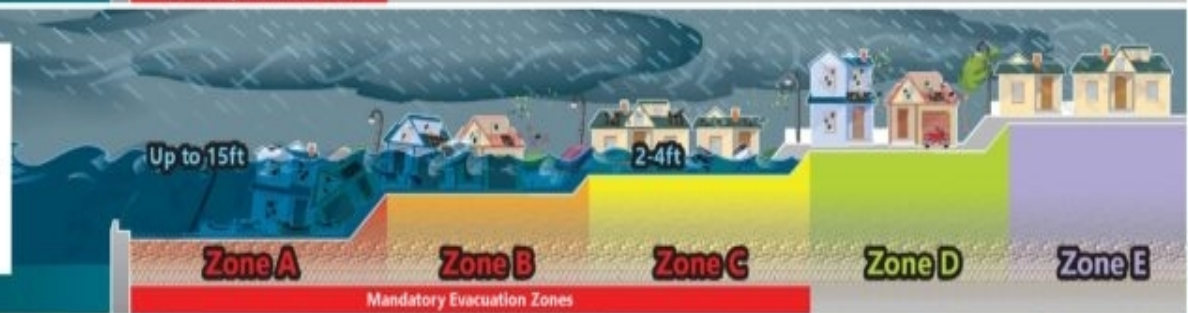
## 5-7 feet

- Roads are flooded; cars are flooded.
- Fast-moving storm surge may enter homes, with water above electrical outlets.
- Life-threatening conditions.



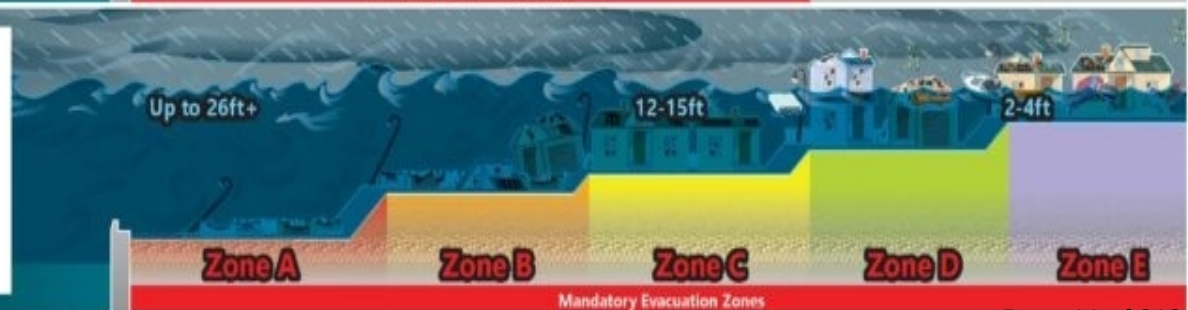
## 12-15 feet

- Storm surge is up to house rooflines in Evacuation Zones A and B.
- Homes can be moved from their foundations.
- You are not likely to survive this.



## 26+ feet

- Homes in Zones A and B may be swept off their foundations.
- Catastrophic damage along the coast.
- Extensive flooding in all zones: inside homes, cars, on roads.
- You are not likely to survive this.



# Hurricane Ian Actual Footage

This is what 15 ft storm surge looks like





# *High Water Vehicle*







# HURRICANE PREPAREDNESS TIPS

## Review your emergency plan

Review your plan with everyone in your household and make sure everyone knows about the safest location in the home.



## Check your supplies

Be sure you have necessities such as water, blankets, first aid kits, flashlights, batteries, radios and any pet care items.



## Set up an out-of-town contact

It's important to have an out-of-state friend or family member as a contact, so they can check on your whereabouts.



## Secure important documents

Make sure documents such as insurance cards, IDs and other pertinent information are placed in a secured water-proof container.



## Figure out your evacuation route

Make sure you know your evacuation route before the storm hits and keep a full tank of gas.



## Be aware of your vehicle's surroundings

Make sure your vehicle is safe. If possible, move your vehicle away from trees or other objects that may damage it in a storm.



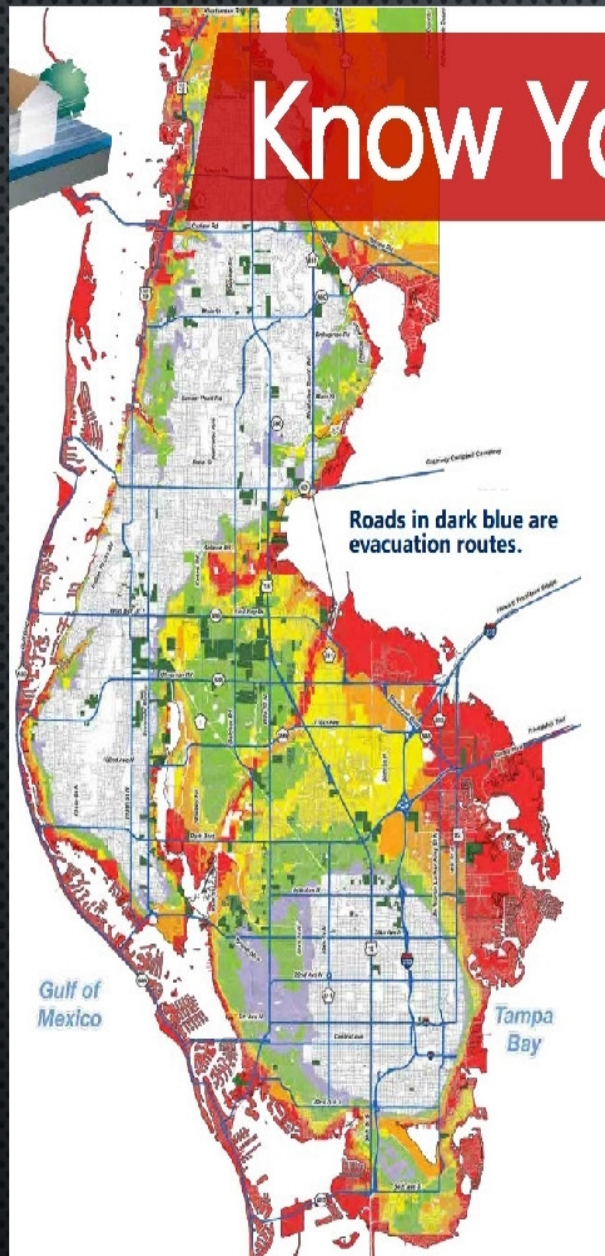
## Follow official instructions

Follow all instructions from your local authorities regarding evacuation or other safety procedures. Check radio, television or other media for emergency information.





# Know Your Zone!



## EVACUATION GUIDELINES

(mobile homes **MUST** always evacuate)

Potential Surge Heights (in feet)

|                  |  |                                                                 |                                                                                     |
|------------------|--|-----------------------------------------------------------------|-------------------------------------------------------------------------------------|
| EVACUATION ZONES |  | Mobile Home Parks<br>(mobile homes <b>MUST</b> always evacuate) |                                                                                     |
|                  |  | <b>A</b>                                                        | Up to 11' Evacuate red areas and all mobile homes                                   |
|                  |  | <b>B</b>                                                        | Up to 15' Evacuate red and orange areas and all mobile homes                        |
|                  |  | <b>C</b>                                                        | Up to 20' Evacuate red and orange areas and all mobile homes                        |
|                  |  | <b>D</b>                                                        | Up to 28' Evacuate red, orange, yellow and green areas and all mobile homes         |
|                  |  | <b>E</b>                                                        | Up to 35' Evacuate red, orange, yellow, green and purple areas and all mobile homes |
|                  |  | Areas shown in white are non-evacuation zones.                  |                                                                                     |
|                  |  | Evacuation Routes                                               |                                                                                     |



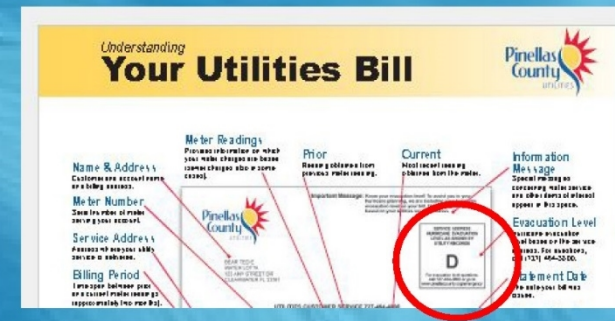


# Know YOUR Evacuation Zone



## Where can I find my evacuation zone?

- Pinellas County Utility Bill
- Pinellas County Property Appraiser [www.pcpao.org](http://www.pcpao.org)
- Storm Surge Protector web-based application [www.pinellascounty.org/emergency](http://www.pinellascounty.org/emergency)
- Automated phone system (727) 453-3150 (landlines)
- Ready Pinellas mobile app



| Latest Notice of Proposed Property Taxes (TRIM Notice) |                                          |                |
|--------------------------------------------------------|------------------------------------------|----------------|
| Evacuation Zone                                        | Flood Zone                               | Plat Book/Page |
| (NOT the same as a FEMA Flood Zone)                    | (NOT the same as your evacuation zone)   |                |
| B                                                      | Compare Preliminary to Current FEMA Maps | 46/65          |





# Hurricane Shelters

***\*\*TARPON SPRINGS MIDDLE SCHOOL IS NO LONGER BE  
USED AS A SHELTER\*\****

**Shelters will be located:**

**Carwise Middle School in Palm Harbor- 3301 Bentley Dr,  
Palm Harbor**

**Palm Harbor Middle School- 1800 Tampa Rd, Palm Harbor**

**Palm Harbor University High School- 1900 Omaha St, Palm  
Harbor**



SURVIVING THE STORM... IT'S EVERYONE'S RESPONSIBILITY

# SPECIAL NEEDS

*Caring for Our Most Vulnerable Citizens*



**Residents of all ages with special needs, those without transportation, and the elderly require extra attention and preparation in order to stay protected in weather emergencies.**

Though Pinellas County government has education programs in place to help these citizens prepare and find safe shelter, the responsibility for storm preparation rests with individuals and their families or caregivers. That planning needs to happen early. **DO NOT WAIT UNTIL THE STORM IS RAGING. Emergency personnel may not be able to respond when high winds make road travel hazardous. Plan for safe shelter now.**



# Social Media

## Stay informed!

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[www.twitter.com/pinellasEM](http://www.twitter.com/pinellasEM)

[www.facebook.com/pinellascountyn](http://www.facebook.com/pinellascountyn)

<http://ctsfl.us/>

Like Tarpon Springs Fire Rescue on Facebook

<https://www.pinellascounty.org/alertpinellas/default.htm>





The background of the slide is a close-up, slightly blurred image of the United States flag. The stars and stripes are visible, with the blue field of stars on the left and the red and white stripes on the right. The flag appears to be waving or draped.

# **QUESTIONS?**



Julie Marcus, Pinellas County Supervisor of Elections

13001 Starkey Rd. (Starkey Lakes Corp. Ctr.), Largo, Florida 33773 • 727 464 6108 • [VotePinellas.gov](http://VotePinellas.gov)

**Agreement for Conducting In-Conjunction Special Municipal Election**

**City of Tarpon Springs  
Special Election – August 20, 2024**

WHEREAS, the City/Town has requested the assistance of the Office of the County Supervisor of Elections (Supervisor) in conducting its Special Election; and

WHEREAS, the Supervisor is agreeable to providing such assistance to the City/Town subject to the following conditions, considerations and agreements arrived at between the parties;

IT IS HEREBY AGREED AS FOLLOWS:

**GENERAL PROVISIONS**

The election is to be conducted under any applicable ordinances of the City/Town and all applicable sections of Chapters 97-106, Florida Statutes (the State Election Code). It is understood that the Supervisor is in charge of the election, and that the County Canvassing Board is responsible for canvassing the election (no cost to the City/Town). The City/Town may have a designated representative in the canvassing board room. This designee may only serve in an “observer” capacity and may not participate in the canvassing of the election. The County Canvassing Board will determine whether a recount is required and advise the City/Town. However, the Supervisor is unable to support any type of runoff election.

The County Canvassing Board will certify the election results and will provide a Certificate of Election to the City/Town (ONE Certificate of Election will include all elections held on the same day). The Certificate of Election will be provided to the City/Town after the County Canvassing Board certifies the official election results.

The post-election automated audit may not begin until the Canvassing Board has certified the official election results.

The City/Town is responsible for the costs associated with conducting an annexation election (mapping annexation areas, reassigning addresses, and mailing new voter information cards). The City/Town is responsible for the costs associated with any legal action or contest of election arising from its election. The City/Town, the Supervisor of Elections and the County Canvassing Board agree that the County Attorney’s Office will represent the Supervisor of Elections and County Canvassing Board in any legal action concerning the canvass or certification of the election.

It is understood that the provisions of this contract are based on current state law, and if any changes in election law should occur during the period of this agreement, those changes will supersede the terms of this contract where applicable.



## **Agreement for Conducting In-Conjunction Special Municipal Election**

The City/Town will provide the Supervisor with the current City/Town definition/boundaries and include a list of ALL annexations (actual list of addresses) since your last election, no later than **5:00 p.m., June 14, 2024**. It is the responsibility of the City/Town to ensure the Supervisor has the current definition/boundary information so all eligible voters can participate in the City/Town's election. The City/Town agrees that NO changes to the City/Town definition/boundaries will be made effective between **5:00 p.m., June 14, 2024**, and **Midnight, August 20, 2024**. Contact the IT Department at (727) 464-4958 or **SOEIT@VotePinellas.gov** for all questions concerning annexations and for providing annexation information (City/Town definition/boundary changes).

This contract must be signed by the City/Town and received by the Supervisor no later than the **ballot language deadline of 5:00 p.m., June 14, 2024**.

Upon request, the Supervisor may provide to the City/Town with the number of registered voters for this election.

### **ELECTION INFORMATION**

Election Title: **Primary Election**  
Election Date: **August 20, 2024**  
Voter Registration Deadline: **July 22, 2024**

### **SPECIAL PROVISIONS**

City/Town Clerk: **Irene Jacobs**  
\*Election Day Cell Phone: **(727) 698-8793**  
Alternate Phone: **(727) 943-3536**  
Email: **cityclerk1@ctsfl.us**  
Mailing Address: **P.O. Box 5004, Tarpon Springs, FL 34688**

\*The City/Town Clerk MUST be available by phone from 5:00 a.m. to 10:00 p.m. on Election Day.

### **TRANSLATION (Spanish – Section 203, Voting Rights Act) (Matt Smith – 464-5751)**

- a. Pinellas County is a jurisdiction covered by Section 203 of the Voting Rights Act and must provide language assistance (Spanish). ALL municipalities within Pinellas County are also covered by Section 203 of the Voting Rights Act.
- b. Full compliance is a requirement for all jurisdictions (County and Municipal). This means that all information directed to voters or otherwise concerning voting-connected activities must be provided in both English and Spanish. This includes, but is not limited to, voter registration, legal advertisements and/or other notices, forms, voting instructions and procedures at the polls or otherwise, polling place signage, any printed voter information guides or website information concerning elections, communication assistance at the polls and election offices and communication with the jurisdiction's minority language community. The obligations and requirements apply to all elections conducted by the City/Town.

## **Agreement for Conducting In-Conjunction Special Municipal Election**

- c. Questions concerning your legal obligations/requirements to comply with Section 203, Voting Rights Act should be directed to your legal counsel.

### **BALLOT INFORMATION (Wendy Grimes – 464-4987)**

- a. Final Ballot Language is due no later than **5:00 p.m., June 14, 2024** and must include all qualified opposed candidates and resolutions and/or ordinances with ballot questions (English/Spanish).
- b. All ballot language must comply with Florida Statutes 101.161(1) and the Uniform Ballot Rule (1S-2.032).
- c. Using the Ballot Language Submittal Forms – Complete required information. Include information and Candidate Oaths for ONLY qualified opposed candidates in ballot order. All Charter Amendments and/or Referendum Questions with SIGNED/APPROVED Ordinances/Resolutions must include numbering for ballot order and English and Spanish translated text.
- d. Email ballot language to Wendy Grimes at **wgrimes@votepinellas.gov** by the final ballot language deadline.

### **BALLOT LAYOUT/PRINTING (David Wise – 464-4958)**

- a. The Supervisor is responsible for creating the ballot (ballot layout will comply with Florida Statutes and the Uniform Ballot Rule).
- b. The City/Town is responsible for approving the City/Town's portion of ballot.
- c. Precinct ballots will be printed by the Supervisor. The Supervisor will bill the City/Town per ballot card (includes shipping charges) if the City/Town's portion of the ballot creates an additional ballot card.
- d. If the City/Town requires a ballot change after ballots are printed, the City/Town is responsible for additional costs.

### **CANDIDATE AUDIO RECORDING (Nicole Sokolowski/David Wise – 464-4958)**

The deadline for candidates to record their names and office titles for the audio ballot is **5:00 p.m., June 21, 2024**. It is the responsibility of the City/Town to notify City/Town candidates of this deadline. Candidates must call (727) 453-3293; a voice message will prompt the candidate to record his/her name as indicated on the Candidate Oath and the office for which the candidate is running.

### **MAIL BALLOTS (Esther Weston – 464-6114)**

- a. **The deadline for mailing military/overseas mail ballots is July 6, 2024 [F.S. 101.62(3)(a)]. Tentative Mailing Schedule for military/overseas ballots: The week of July 1, 2024, no later than July 6, 2024.**
- a. **Domestic ballots must be mailed no earlier than July 11, 2024 and no later than July 18, 2024 [F.S. 101.62(3)(b)].**
- b. After the initial mailings, ballots will be mailed daily up to the tenth day prior to the election. The deadline to request a ballot be mailed is **5:00 p.m., August 8, 2024**, twelve days prior to the election [F.S. 101.62(3)(c)].
- c. If the City/Town ballot language creates a 2-card ballot, the City/Town is responsible for additional costs.



## **Agreement for Conducting In-Conjunction Special Municipal Election**

### **TESTING BALLOT COUNTING EQUIPMENT (David Wise – 464-4958)**

The County Canvassing Board will certify test results of the ballot counting equipment and file the election parameters with the Division of Elections. All tests will be performed at the Election Service Center, 13001 Starkey Road, Largo.

### **LEGAL NOTICES (Ashley McKnight-Taylor – 453-7553)**

- a. The Supervisor is responsible for publishing the canvassing board meeting schedule.
- b. The Supervisor is responsible for creating the Sample Ballot and publishing it in a newspaper of general circulation. The City/Town is responsible for the advertising costs associated with publishing their portion of the sample ballot advertisement. The Supervisor will bill the City/Town for the City/Town's portion of the sample ballot advertisement.
- c. The Supervisor is responsible for mailing any necessary polling place change notices and publishing the list in a newspaper of general circulation.
- d. If the City/Town is conducting a special election or special referendum election, the City/Town is responsible for any additional notices required by Florida law. The City/Town is responsible for any notices required in its charter or by ordinance.

### **CANVASSING BOARD MEETING SCHEDULE (Ashley McKnight-Taylor – 453-7553)**

- a. **The Supervisor will publish the Canvassing Board Meeting/Testing Schedule at no cost to the City/Town.**
- b. All Canvassing Board Meetings will take place at the Election Service Center, 13001 Starkey Rd., Largo.
- c. A Canvassing Board Schedule will be emailed to the City/Town Clerk as part of this contract.
  - i. The Canvassing Board/testing schedule reflects ALL possible meeting days.
  - ii. The Canvassing Board will modify the schedule as needed based on the number of mail ballots received. Updates to the canvassing board schedule will be posted to the Supervisor's website (VotePinellas.gov).

### **EARLY VOTING (Tim Closterman – 642-2919)**

- a. The Supervisor will provide early voting locations. Locations, dates and times will be included in each mail ballot kit and posted to the Supervisor's website (VotePinellas.gov).
- b. Early Voting ballots will be printed by the Supervisor; if the City/Town ballot language creates a 2-card ballot, the City/Town is responsible for additional early voting ballot costs.

### **SECURE BALLOT RETURN LOCATIONS (Tim Closterman – 642-2919)**

The Supervisor will provide secure ballot return locations. Locations, dates and times will be included in each mail ballot kit and posted to the Supervisor's website (VotePinellas.gov).

## **Agreement for Conducting In-Conjunction Special Municipal Election**

### **POLL WATCHERS (Wendy Grimes – 464-4987)**

- a. Early Voting poll watcher designations for municipal candidates/committees must be submitted to the City/Town or Supervisor **prior to Noon, July 27, 2024** [F.S. 101.131(2)].
- b. The City/Town must submit Early Voting poll watcher designations to the Supervisor **prior to 5:00 p.m., July 29, 2024**.
- c. Election Day poll watcher designations for municipal candidates/committees must be submitted to the City/Town **prior to Noon, August 6, 2024** [F.S. 101.131(2)].
- d. The City/Town must submit Election Day poll watcher designations to the Supervisor **prior to 5:00 p.m., August 6, 2024**.
- e. Poll watchers shall produce identification to the early voting site manager or precinct clerk upon entering the early voting site or polling place (this information will be verified against a list of designated poll watchers compiled prior to election day).
- f. The Supervisor of Elections shall provide to each designated poll watcher a poll watcher identification badge that identifies the poll watcher by name. Each poll watcher must wear his or her identification badge while in the early voting area or polling room. [F.S. 101.131(5)].

### **OVER-THE-COUNTER BALLOT PICKUP AND DROP-OFF (Esther Weston – 464-6114)**

In-office ballot pickup will be available in each of the Supervisor of Elections locations during the following dates and times:

\*Only permitted in cases of emergency, pursuant to F.S. 101.62(4)(c).5

- July 8 - August 9: Monday - Friday, 8:00 a.m. - 5:00 p.m. (Closed weekends and holidays)
- \*August 10 - 18: Monday - Friday, 8:00 a.m. - 6:00 p.m.; Saturdays and Sunday 8:00 a.m. - 5:00 p.m.
- \*August 19: 8:00 a.m. - 5:00 p.m.
- \*August 20 (Election Day): 7:00 a.m. - 7:00 p.m.

### **VOTING EQUIPMENT AND SUPPLIES (Tim Closterman – 642-2919)**

- a. The Supervisor will contract with a moving company to transport the voting equipment and supplies to and from polling locations.
- b. Supplies not transported by the moving company will be picked up by the precinct clerks after Clerks' Class at the Election Service Center.

### **POLL WORKERS AND POLLING PLACES (Tim Closterman – 642-2919)**

- a. The Supervisor will recruit, assign, train, and compensate ALL poll workers.
- b. A Deputy Sheriff will deputize the poll deputies.
- c. The Supervisor will bill the City/Town for additional poll workers needed to support voters eligible to vote only in City/Town's election.
- d. The Supervisor will select, contract with and compensate polling places [F.S. 101.71, 101.715].



## **Agreement for Conducting In-Conjunction Special Municipal Election**

### **CANVASSING MAIL BALLOTS (Carriane McQuay – 464-5723)**

The Supervisor, in the presence of the County Canvassing Board will open and prepare mail ballots for tabulation at the Election Service Center. Questionable ballots will be presented to the County Canvassing Board for decision. The Canvassing Board/testing schedule reflects ALL possible meeting days. The Canvassing Board will modify the schedule as needed based on the number of mail ballots received. Updates to the canvassing board schedule will be posted to the Supervisor's website (VotePinellas.gov).

### **PROVISIONAL BALLOTS (Carriane McQuay – 464-5723)**

The Supervisor will research each provisional ballot to determine the voter's eligibility and will present the provisional ballots to the County Canvassing Board for decision. Voters casting a provisional ballot have two days after Election Day to provide written proof of eligibility to the County Canvassing Board. The deadline for this election is **5:00 p.m., August 22, 2024** [F.S. 101.048]. All provisional ballots will be canvassed at the Election Service Center.

### **ELECTION NIGHT PROCEDURES (Dustin Chase – 464-4988)**

- a. The Supervisor will have unofficial election results modemed from the polling places to the Election Service Center.
- b. The Supervisor will have the precinct scanner memory sticks, voted precinct and provisional ballots, and election supplies transported to the Election Service Center.
- c. Results will be released throughout the night and posted to the Supervisor's website (VotePinellas.gov). The Supervisor will provide unofficial results on election night.
- d. Campaign Signs – If candidates wish to reuse their campaign signs left at the polls on Election Day, the signs must be collected by campaign staff prior to poll workers removing and disposing of them after the polls close.

### **AFTER ELECTION DAY (Dustin Chase – 464-4988)**

- a. Provisional ballots will be canvassed. All ballots accepted by the County Canvassing Board will be processed and added to the election night results to produce Official Election Results. Provisional ballots cannot be rejected until after the deadline for provisional ballot voters to provide written proof of eligibility [F.S. 101.048].
- b. The County Canvassing Board will certify the election results and will provide a certificate of election to the City/Town (One Certificate of Election will include all elections held on the same day). This document will be provided to the City/Town via email after the County Canvassing Board certifies the official election results.
- c. The County Canvassing Board will conduct a post-election manual audit in accordance with F.S. 101.591 and Division of Elections Administrative Rule 1S-5.026. The Supervisor will post the required post-election audit notices to the Supervisor's website (VotePinellas.gov) and at each election office. The Supervisor will post the final post-election audit report to the Supervisor's website (VotePinellas.gov) after the County Canvassing Board completes the audit.
- d. The Supervisor of Elections in accordance with F.S. 98.0981(2) will report precinct-level results to the Department of State within 30 days following the election.

## Agreement for Conducting In-Conjunction Special Municipal Election

### DATA PROCESSING ORDERS (Nicole Sokolowski – 464-4958)

The City/Town is to place data orders directly with an IT staff member by contacting (727) 464-4958 or [SOEIT@VotePinellas.gov](mailto:SOEIT@VotePinellas.gov).

### VOTER HISTORY (David Wise/Nicole Sokolowski – 464-4958)

When voter history is completed, the City/Town may request the names of those who voted by contacting (727) 464-4958 or [SOEIT@VotePinellas.gov](mailto:SOEIT@VotePinellas.gov).

### ELECTION COSTS (Susan Morse – 464-6108)

- a. There will be a 10-cent election administration fee per registered voter.
- b. The City/Town will be provided an invoice based on election cost estimates. Payment must be received no later than **5:00 p.m., June 14, 2024**. After the election, based on actual election costs, the Supervisor will reimburse the City/Town for unused funds or provide the City/Town with an invoice for additional costs incurred.
- c. In the event the election is cancelled or otherwise not conducted after the ballot language deadline, the City/Town is responsible for all costs associated with preparations and/or conduct of this election.

By affixing their signatures hereto, the parties acknowledge each to the other that they have full authority to enter into this Contract.

#### **APPROVED:**

\_\_\_\_\_  
OFFICE OF THE SUPERVISOR OF ELECTIONS

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

#### **APPROVED AS TO FORM:**

\_\_\_\_\_  
OFFICE OF THE COUNTY ATTORNEY

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

#### **APPROVED:**

\_\_\_\_\_  
☐ CITY/TOWN MANAGER OR ☐ MUNICIPAL CLERK (CHECK BOX)

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

#### **REVIEWED AND APPROVED:**

\_\_\_\_\_  
CITY/TOWN ATTORNEY

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

#### **ATTEST TO:**

\_\_\_\_\_  
☐ MUNICIPAL CLERK OR ☐ CITY/TOWN MANAGER (CHECK BOX)

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_



## Board of Commissioners

### Memorandum

**Date:** June 4, 2024  
**To:** Mayor and Board of Commissioners  
**Through:** Janina Lewis, Procurement Services Director  
**From:** Janina Lewis, Procurement Services Director  
**Subject:** Increase File No. 210025-C-JJ, Facilities Maintenance, Repair and Operations (MRO) and Industrial Supplies through Florida State Contract No. 31160000-20-NASPO-ACS

### Recommendation

Increase File No. 210025-C-JJ, Facilities Maintenance, Repair and Operations (MRO) and Industrial Supplies through Florida State Contract No. 31160000-20-NASPO-ACS with W.W. Grainger, Inc. from not to exceed amount of \$60,000.00, to \$97,645 an increase of \$37,645, through June 30, 2024. Purchase Orders will only be issued against approved budgets.

### Background

On July 1, 2020, the State awarded the Master Agreement. On October 13, 2020, the Board awarded the contract. On February 8, 2023, the State of Florida renewed the contract through June 30, 2024. On June 27, 2023, the Board approved the renewal. The purpose of this contract is for the provision of items such as hand and power tools, lamps, ballasts, ladders, hoists, grinders, hydraulic and pneumatic equipment, generators, pumps, electric motors, and vibratory compactors. Under this agreement, the vendor provides a punch-out to an electronic catalog, online inquiry, and online ordering. The increase is needed to provide for invoice payments and purchases through the remainder of the contract period. Approximately \$59,643.72, has been expended during the previous ten (10) month period.

### Funding

Funding will be identified at the time orders are placed.



**Strategic Plan Objective**

N/A

# PURCHASE ORDER

06/29/23

ORDER DATE

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



230734

**No.**

GRAINGER INC  
A DIV. OF W.W. GRAINGER  
2322 CYPRESS STREET  
TAMPA, FL 33609

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES  
SPECIFIED FOLLOWING ITEM

210025-C-JJ

3238

| QUANTITY | UNIT | COMMODITY # | DESCRIPTION                                                                                                                                                                                                                                                                                              | ITEM | UNIT COST | TOTAL |
|----------|------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------|-------|
|          |      |             | <p>BLANKET - MRO SUPPLIES</p> <p>EFFECTIVE DATE: 07/01/23<br/>EXPIRATION DATE: 06/30/24<br/>NOT TO EXCEED: 55000.00</p> <p>REMARKS:<br/>Commodity Code: 101 001<br/>In Accordance with File No. 210025-C-JJ,<br/>BOC Approved 10/13/2020 and BOC renewed<br/>6/27/2023. Effective through 6/30/2024.</p> |      |           |       |

**BILLING INSTRUCTIONS:**

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

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

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

This Form contains an Electronic Signature

VENDOR COPY

AUTHORIZED SIGNATURE



# CITY OF TARPON SPRINGS, FL

## Procurement Services

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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *gl*  
**DATE:** 06/27/2023  
**SUBJECT:** Renew File No. 210025-C-JJ, Facilities Maintenance, Repair and Operations (MRO) and Industrial Supplies through Florida State Contract No. 31160000-20-NASPO-ACS

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### RECOMMENDATION:

Renew File No. 210025-C-JJ, Facilities Maintenance, Repair and Operations (MRO) and Industrial Supplies through Florida State Contract No. 31160000-20-NASPO-ACS with W.W. Grainger, Inc. in the not to exceed amount of \$60,000.00, for the period of July 1, 2023, through June 30, 2024. Purchase Orders will only be issued against approved budgets.

### BACKGROUND:

On July 1, 2020, the State awarded the Master Agreement. On October 13, 2020, the Board awarded the contract. On February 8, 2023, the State renewed the contract through June 30, 2024.

The purpose of this contract is for the provision of items such as hand and power tools, lamps, ballasts, ladders, hoists, grinders, hydraulic and pneumatic equipment, generators, pumps, electric motors, and vibratory compactors. Under this agreement, the vendor provides a punch out to an electronic catalog, online inquiry, and online ordering. Approximately \$42,416, has been expended during the previous twelve (12) month period.

**FUNDING:** Funding will be identified at the time orders are placed.

Accepted by: \_\_\_\_\_

*[Signature]*  
City Manager

Attest: \_\_\_\_\_

*[Signature]*  
City Clerk







**CONTRACT AMENDMENT NO.: 1**

Contract No.: 31160000-20-NASPO-ACS

Contract Name: Facilities Maintenance, Repair and Operations and Industrial Supplies

**This Contract Amendment No. 1** ("Amendment") to Contract No. 31160000-20-NASPO-ACS ("Contract") is made by the State of Florida, Department of Management Services ("Department") and W.W. Grainger, Inc. ("Contractor"), with its principal place of business located at 3924 West Pensacola Street, Tallahassee, Florida 32304 collectively referred to herein as the "Parties."

**WHEREAS** the Parties entered into the Contract, effective on July 1, 2020, for the provision of Facilities Maintenance, Repair, and Operations and Industrial Supplies;

**WHEREAS**, the Master Agreement was amended to extend the term with a new expiration date of June 30, 2024.

**WHEREAS**, the Parties agreed that the Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability; and

**WHEREAS**, the Parties wish to amend the Contract to extend the term.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

**I. Contract Renewal.** This Contract is renewed for a period of one year pursuant to the same terms and conditions, with a new Contract expiration date of June 30, 2024.

**II. Contract Amendment.** This Contract is amended to replace Exhibit A: Additional Special Contract Conditions in its entirety. The attached Exhibit A: Additional Special Contract Conditions shall apply to this Contract upon execution of this Amendment by both Parties.

**III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**IV. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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**CONTRACT AMENDMENT NO.: 1**

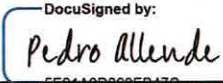
Contract No.: 31160000-20-NASPO-ACS

Contract Name: Facilities Maintenance, Repair and Operations and Industrial Supplies

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

**Contractor:**  
W.W. Grainger, Inc.

By:    
5E91A9D889EB47C...

**Name:** Pedro Allende  
**Title:** Secretary  
**Date:** 2/27/2023 | 10:10 AM EST

By:    
18ED7E7007C4401...

**Name:** jon harwood  
**Title:** Government Sales Manager  
**Date:** 2/8/2023 | 5:01 PM EST



**Exhibit A**  
**ADDITIONAL SPECIAL CONTRACT CONDITIONS**

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.
- D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
  - Have an active registration with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
  - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
  - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- E. Punchout Catalog and Electronic Invoicing.

The Contractor is required to provide a MFMP punchout catalog. The Contractor will have 90 calendar days to implement a mandatory punchout catalog for this Contract. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a



supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)  
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN  
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at [https://www.dms.myflorida.com/business\\_operations/purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/purchasing/vendor_resources/quarterly_sales_report_format). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
  - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
  - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at [https://www.dms.myflorida.com/business\\_operations/state\\_myfloridamarketplace/mfmp\\_vendors/transaction\\_fee\\_and\\_reporting](https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting). Assistance with transaction fee reporting is also available by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.



### Financial Consequences Chart

| <b>Deliverable</b>                                                  | <b>Performance Metric</b>                                                               | <b>Performance Due Date</b>                                                                                           | <b>Financial Consequence for Non-Performance /Not Received by the Contract Manager</b> |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Contractor will timely submit complete Quarterly Sales Reports      | All Quarterly Sales Reports will be submitted timely with the required information      | Completed reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter | \$250 per day late                                                                     |
| Contractor will timely submit complete MFMP Transaction Fee Reports | All MFMP Transaction Fee Reports will be submitted timely with the required information | Completed reports are due on or before the 15 <sup>th</sup> calendar day after the end of each month                  | \$100 per day late                                                                     |

**No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.**

- H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
  - b. Contract savings (in dollar amount and cost avoidance)
  - c. Spend reports by Customer
  - d. Recommendations for improved compliance and performance
- I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:



## 2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

## 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

## 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

#### 5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

#### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:



**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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.



### 13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.



# 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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Jay Jackus, CPPO, CPPB, Procurement Services Director  
**DATE:** 10/13/2020  
**SUBJECT:** Award File No. 210025-C-JJ Facilities Maintenance, Repair and Operations (MRO) and Industrial Supplies through Florida State Contract No. 31160000-20-NASPO-ACS

---

### RECOMMENDATION:

Award File No. 210025-C-JJ, Facilities Maintenance, Repair and Operations (MRO) and Industrial Supplies through Florida State Contract No. 31160000-20-NASPO-ACS with W.W. Grainger, Inc. in the estimated annual amount of \$60,000 through June 30, 2023 for City wide use. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

The purpose of this contract is for the provision of items such as hand and power tools, lamps, ballasts, ladders, hoists, grinders, hydraulic and pneumatic equipment, generators, pumps, electric motors and vibratory compactors. Under this agreement, the vendor provides a punch out to an electronic catalog, online inquiry and online ordering. Approximately \$53,000 has been expended during the previous twelve (12) month period.

### FUNDING:

Funding will be identified at the time orders are placed.

Accepted by: \_\_\_\_\_

City Manager

Attest: \_\_\_\_\_

City Clerk







► We serve those who serve Florida

**Alternate Contract Source (ACS)  
No. 31160000-20-NASPO-ACS**

**For  
Facilities Maintenance, Repair, and Operations (MRO) and Industrial  
Supplies**

This Contract is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida (State), and W.W. Grainger, Inc., 3924 West Pensacola Street, Tallahassee, Florida 32304 (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by section 287.042(16), Florida Statutes, to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

NASPO ValuePoint, and the lead State of Oregon, competitively procured facilities maintenance, repair, and operations (MRO) and industrial supplies, and signed Contract #8496 with the Contractor, attached hereto as Exhibit E (Master Agreement). The Master Agreement became effective on April 17, 2018, and is scheduled to expire on June 30, 2023. The Master Agreement has no renewal options available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternate contract source is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

**1. Term and Effective Date.**

The initial term of this Contract will begin July 1, 2020 or on the date the Contract is fully signed by all Parties, whichever is later, and will expire June 30, 2023, consistent with the Master Agreement, unless terminated earlier in accordance with Exhibit B, Special Contract Conditions (Florida).

**2. Modifications or Additions to Master Agreement.**

As used in this document, Contract (whether capitalized or not) will, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersede any and all prior agreements.



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**Alternate Contract Source (ACS)  
No. 31160000-20-NASPO-ACS**

**For**

**Facilities Maintenance, Repair, and Operations (MRO) and Industrial Supplies**

This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this Contract. Exhibit A and Exhibit B modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence will apply:

- a) This Contract document and amendments, if any, with the latest issued having priority.
- b) Exhibit A: Additional Special Contract Conditions (Florida)
- c) Exhibit B: Special Contract Conditions (Florida)
- d) Exhibit C: State of Florida Price Sheet
- e) Exhibit D: NASPO ValuePoint Participating Addendum
- f) Exhibit E: Master Agreement

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference will be replaced by the comparable Florida law or regulation.

**3. Purchases off this Contract.**

Upon execution of this Contract, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this Contract using this State of Florida ACS No. 31160000-20-NASPO-ACS. State agencies acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract.

**4. Primary Contacts**

**Department's Contract Manager:**

Shaveon Nelson  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1X  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-1214  
Email: [Shaveon.Nelson@dms.myflorida.com](mailto:Shaveon.Nelson@dms.myflorida.com)

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**Alternate Contract Source (ACS)  
No. 31160000-20-NASPO-ACS**

**For  
Facilities Maintenance, Repair, and Operations (MRO) and Industrial Supplies**

**Contractor's Contract Manager:**

Kevin Sandt  
W.W. Grainger, Inc.  
3924 West Pensacola Street  
Tallahassee, Florida 32304  
Telephone: (770) 722-2459  
Email: [Kevin.Sandt@grainger.com](mailto:Kevin.Sandt@grainger.com)

**5. Warranty of Authority**

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

**6. Entire Agreement of the Parties**

This document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

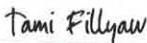
**CONTRACTOR  
W.W. Grainger, Inc.**

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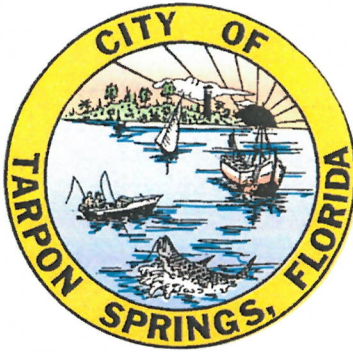
**Date:**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

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9014290A211104A3...  
**Tami Fillyaw**  
Chief of Staff

6/29/2020 | 8:53 PM EDT

**Date:**



# 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

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Jay Jackus, CPPO, CPPB, Procurement Services Director  
**DATE:** 10/13/2020  
**SUBJECT:** Award File No. 210025-C-JJ Facilities Maintenance, Repair and Operations (MRO) and Industrial Supplies through Florida State Contract No. 31160000-20-NASPO-ACS

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### RECOMMENDATION:

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### FUNDING:

Funding will be identified at the time orders are placed.

Accepted by: \_\_\_\_\_

City Manager

Attest: \_\_\_\_\_

City Clerk





**Alternate Contract Source (ACS)  
No. 31160000-20-NASPO-ACS**

**For  
Facilities Maintenance, Repair, and Operations (MRO) and Industrial  
Supplies**

This Contract is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida (State), and W.W. Grainger, Inc., 3924 West Pensacola Street, Tallahassee, Florida 32304 (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by section 287.042(16), Florida Statutes, to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

NASPO ValuePoint, and the lead State of Oregon, competitively procured facilities maintenance, repair, and operations (MRO) and industrial supplies, and signed Contract #8496 with the Contractor, attached hereto as Exhibit E (Master Agreement). The Master Agreement became effective on April 17, 2018, and is scheduled to expire on June 30, 2023. The Master Agreement has no renewal options available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternate contract source is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

**1. Term and Effective Date.**

The initial term of this Contract will begin July 1, 2020 or on the date the Contract is fully signed by all Parties, whichever is later, and will expire June 30, 2023, consistent with the Master Agreement, unless terminated earlier in accordance with Exhibit B, Special Contract Conditions (Florida).

**2. Modifications or Additions to Master Agreement.**

As used in this document, Contract (whether capitalized or not) will, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersede any and all prior agreements.

**Alternate Contract Source (ACS)  
No. 31160000-20-NASPO-ACS  
For  
Facilities Maintenance, Repair, and Operations (MRO) and Industrial Supplies**

This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this Contract. Exhibit A and Exhibit B modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence will apply:

- a) This Contract document and amendments, if any, with the latest issued having priority.
- b) Exhibit A: Additional Special Contract Conditions (Florida)
- c) Exhibit B: Special Contract Conditions (Florida)
- d) Exhibit C: State of Florida Price Sheet
- e) Exhibit D: NASPO ValuePoint Participating Addendum
- f) Exhibit E: Master Agreement

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference will be replaced by the comparable Florida law or regulation.

**3. Purchases off this Contract.**

Upon execution of this Contract, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this Contract using this State of Florida ACS No. 31160000-20-NASPO-ACS. State agencies acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract.

**4. Primary Contacts**

**Department's Contract Manager:**

Shaveon Nelson  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1X  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-1214  
Email: [Shaveon.Nelson@dms.myflorida.com](mailto:Shaveon.Nelson@dms.myflorida.com)

**Alternate Contract Source (ACS)**

**No. 31160000-20-NASPO-ACS**

**For**

**Facilities Maintenance, Repair, and Operations (MRO) and Industrial Supplies**

**Contractor's Contract Manager:**

Kevin Sandt

W.W. Grainger, Inc.

3924 West Pensacola Street

Tallahassee, Florida 32304

Telephone: (770) 722-2459

Email: [Kevin.Sandt@grainger.com](mailto:Kevin.Sandt@grainger.com)

**5. Warranty of Authority**

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

**6. Entire Agreement of the Parties**

This document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

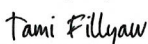
**CONTRACTOR**  
**W.W. Grainger, Inc.**

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**Date:**

**STATE OF FLORIDA,**  
**DEPARTMENT OF**  
**MANAGEMENT SERVICES**

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**Tami Fillyaw**  
Chief of Staff

6/29/2020 | 8:53 PM EDT

**Date:**





**CONTRACT AMENDMENT NO.: 1**

Contract No.: 31160000-20-NASPO-ACS

Contract Name: Facilities Maintenance, Repair and Operations and Industrial Supplies

**This Contract Amendment No. 1** ("Amendment") to Contract No. 31160000-20-NASPO-ACS ("Contract") is made by the State of Florida, Department of Management Services ("Department") and W.W. Grainger, Inc. ("Contractor"), with its principal place of business located at 3924 West Pensacola Street, Tallahassee, Florida 32304 collectively referred to herein as the "Parties."

**WHEREAS** the Parties entered into the Contract, effective on July 1, 2020, for the provision of Facilities Maintenance, Repair, and Operations and Industrial Supplies;

**WHEREAS**, the Master Agreement was amended to extend the term with a new expiration date of June 30, 2024.

**WHEREAS**, the Parties agreed that the Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability; and

**WHEREAS**, the Parties wish to amend the Contract to extend the term.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

**I. Contract Renewal.** This Contract is renewed for a period of one year pursuant to the same terms and conditions, with a new Contract expiration date of June 30, 2024.

**II. Contract Amendment.** This Contract is amended to replace Exhibit A: Additional Special Contract Conditions in its entirety. The attached Exhibit A: Additional Special Contract Conditions shall apply to this Contract upon execution of this Amendment by both Parties.

**III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**IV. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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**CONTRACT AMENDMENT NO.: 1**

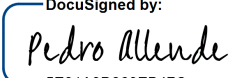
Contract No.: 31160000-20-NASPO-ACS

Contract Name: Facilities Maintenance, Repair and Operations and Industrial Supplies

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

**Contractor:**  
W.W. Grainger, Inc.

By:   
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By:   
18ED7E7007C4401...

**Name:** Pedro Allende  
**Title:** Secretary  
**Date:** 2/27/2023 | 10:10 AM EST

**Name:** jon harwood  
**Title:** Government Sales Manager  
**Date:** 2/8/2023 | 5:01 PM EST



## **Exhibit A**

### **ADDITIONAL SPECIAL CONTRACT CONDITIONS**

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.
- D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
  - Have an active registration with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
  - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
  - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- E. Punchout Catalog and Electronic Invoicing.  
The Contractor is required to provide a MFMP punchout catalog. The Contractor will have 90 calendar days to implement a mandatory punchout catalog for this Contract. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a



supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)  
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN  
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at [https://www.dms.myflorida.com/business\\_operations/purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/purchasing/vendor_resources/quarterly_sales_report_format). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
  - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
  - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at [https://www.dms.myflorida.com/business\\_operations/state\\_myfloridamarketplace/mfmp\\_vendors/transaction\\_fee\\_and\\_reporting](https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting). Assistance with transaction fee reporting is also available by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

### Financial Consequences Chart

| <b>Deliverable</b>                                                  | <b>Performance Metric</b>                                                               | <b>Performance Due Date</b>                                                                                           | <b>Financial Consequence for Non-Performance /Not Received by the Contract Manager</b> |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Contractor will timely submit complete Quarterly Sales Reports      | All Quarterly Sales Reports will be submitted timely with the required information      | Completed reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter | \$250 per day late                                                                     |
| Contractor will timely submit complete MFMP Transaction Fee Reports | All MFMP Transaction Fee Reports will be submitted timely with the required information | Completed reports are due on or before the 15 <sup>th</sup> calendar day after the end of each month                  | \$100 per day late                                                                     |

**No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.**

- H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
  - b. Contract savings (in dollar amount and cost avoidance)
  - c. Spend reports by Customer
  - d. Recommendations for improved compliance and performance
- I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:



## 2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

## 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

## 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

#### 5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

#### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.



### 13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.



**CONTRACT AMENDMENT NO.: 1**

Contract No.: 31160000-20-NASPO-ACS

Contract Name: Facilities Maintenance, Repair and Operations and Industrial Supplies

**This Contract Amendment No. 1** ("Amendment") to Contract No. 31160000-20-NASPO-ACS ("Contract") is made by the State of Florida, Department of Management Services ("Department"), and Fastenal Company ("Contractor"), with its principal place of business located at 7101 Presidents Drive, Suite 140, Orlando, Florida 32809, collectively referred to herein as the "Parties."

**WHEREAS** the Parties entered into the Contract, effective on July 1, 2020, for the provision of Facilities Maintenance, Repair, and Operations and Industrial Supplies;

**WHEREAS**, the Master Agreement was amended to extend the term with a new expiration date of June 30, 2024;

**WHEREAS**, the Parties agreed that the Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability; and

**WHEREAS**, the Parties wish to amend the Contract to extend the term.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

**I. Contract Renewal.** This Contract is renewed for a period of one year pursuant to the same terms and conditions, with a new Contract expiration date of June 30, 2024.

**II. Contract Amendment.** This Contract is amended to replace Exhibit A: Additional Special Contract Conditions in its entirety. The attached Exhibit A: Additional Special Contract Conditions shall apply to this Contract upon execution of this Amendment by both Parties.

**III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**IV. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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**CONTRACT AMENDMENT NO.: 1**

Contract No.: 31160000-20-NASPO-ACS

Contract Name: Facilities Maintenance, Repair and Operations and Industrial Supplies

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

By: DocuSigned by:  
Pedro Allende  
5E91A9D309E847C...

**Name:** Pedro Allende  
**Title:** Secretary  
**Date:** 2/27/2023 | 10:10 AM EST

**Contractor:**  
**Fastenal Company**

By: DocuSigned by:  
Charles Miller  
0F1AEEF08A28427...

**Name:** Charles Miller  
**Title:** Sr. Executive Vice President  
**Date:** 2/17/2023 | 9:28 AM EST





## **Exhibit A**

### **ADDITIONAL SPECIAL CONTRACT CONDITIONS**

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.
- D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
  - Have an active registration with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
  - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
  - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- E. Punchout Catalog and Electronic Invoicing.  
The Contractor is required to provide a MFMP punchout catalog. The Contractor will have 90 calendar days to implement a mandatory punchout catalog for this Contract. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a

supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)  
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN  
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at [https://www.dms.myflorida.com/business\\_operations/purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/purchasing/vendor_resources/quarterly_sales_report_format). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
  - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
  - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at [https://www.dms.myflorida.com/business\\_operations/state\\_myfloridamarketplace/mfmp\\_vendors/transaction\\_fee\\_and\\_reporting](https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting). Assistance with transaction fee reporting is also available by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.



### Financial Consequences Chart

| <b>Deliverable</b>                                                  | <b>Performance Metric</b>                                                               | <b>Performance Due Date</b>                                                                                           | <b>Financial Consequence for Non-Performance /Not Received by the Contract Manager</b> |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Contractor will timely submit complete Quarterly Sales Reports      | All Quarterly Sales Reports will be submitted timely with the required information      | Completed reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter | \$250 per day late                                                                     |
| Contractor will timely submit complete MFMP Transaction Fee Reports | All MFMP Transaction Fee Reports will be submitted timely with the required information | Completed reports are due on or before the 15 <sup>th</sup> calendar day after the end of each month                  | \$100 per day late                                                                     |

**No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.**

- H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
  - b. Contract savings (in dollar amount and cost avoidance)
  - c. Spend reports by Customer
  - d. Recommendations for improved compliance and performance
- I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

## 2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

## 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

## 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

#### 5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

#### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:



**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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

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

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

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

### 13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.



## Board of Commissioners

### Memorandum

**Date:** June 4, 2024  
**To:** Mayor and Board of Commissioners  
**Through:** Janina Lewis, Procurement Services Director  
**From:** Janina Lewis, Procurement Services Director  
**Subject:** Award Bid File No. 240110-B-JL, Safford Fitness Park Pickleball Courts **(20 Minutes)**

### Recommendation

Award Bid File No. 240110-B-JL, Safford Fitness Park Pickleball Courts Construction to Qualis General Contractors, LLC., for an amount not to exceed \$359,781.00, which includes construction for four (4) Courts, a contingency amount of \$20,000 and Additive Alternate 1, for Public Works Department.

### Background

The project consists of construction of new pickleball courts to be located at the City of Tarpon Springs Safford Fitness Park (Parcel ID 12-27-15-89982-016-0101, Street Address: 230 East Live Oak Street, Tarpon Springs FL 34689). This design package includes designs for three different court configurations: a 2-court option, a 3-court option, and a 4-court option. Proposers are asked to prepare bids for each configuration. All three court configuration options include electrical conduit and light pole foundations that would accommodate the 4-court design. Additionally, each configuration includes a request for bid pricing of one (1) additive alternate for furnishing and installing light posts and fixtures (see attached memo). The city received 4 responses. Based on the budget and costs, the City recommends selection of the construction for four (4) Pickleball courts. Qualis General Contractors, LLC. was the lowest responsive, responsible bidder. References were validated and this vendor has successfully completed past and current projects.

### Funding

|                   |              |       |                   |
|-------------------|--------------|-------|-------------------|
| 133-1490-572.6300 | \$ 30,581.39 | 8.5%  | Recreation Impact |
| 307-8603-572.6300 | \$117,648.39 | 32.7% | Penny Fund        |



|                   |              |       |              |
|-------------------|--------------|-------|--------------|
| 001-8802-572.6300 | \$ 87,426.78 | 24.3% | General Fund |
| 101-8830-572.6300 | \$124,124.44 | 34.5% | ARPA Fund    |

**Strategic Plan Objective**

Goal D.3: A vibrant, life-long community where people can meet all daily needs of living and comfortably “age in place”

Tabulation of Submittals  
For  
RFQ No. 240110-B-JL  
SAFFORD FITNESS PARK PICKLEBALL COURTS  
CONSTRUCTION  
MAY 22, 2024@ 3:00 p.m.

| BIDDER                                        | TOTAL PRICE<br>(INCLUDING<br>CONTINGENCY) |
|-----------------------------------------------|-------------------------------------------|
| Qualis General Contractors,<br>Tampa, FL      | \$359,781.00                              |
| Augustine Construction,<br>Tarpon Springs, FL | \$401,548.20                              |
| Gulf American Construction,<br>Lutz, FL       | \$451,110.00                              |
| C&T Contracting Services,<br>Tampa, FL        | \$482,790.48                              |

Broadcast: 516 Plan holders: 19 Responses: 4

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:** June 4, 2024  
**To:** Janina Lewis, Procurement Services Director  
**From:** Bob Robertson, Project Administration Director *BB*  
**Subject:** ITB#240110-B-JL Safford Fitness Park Pickleball Courts Construction, Award to Qualis General Contractors

#### Recommendation

BOC approval of a construction contract award to Qualis General Contractors is requested for the subject project. The contract amount is **\$359,781**.

#### Background

The project consists of construction of new pickleball courts to be located at the Safford Fitness Park (230 East Live Oak Street, Tarpon Springs FL 34689). The design and bid package include designs for three different court configurations: a 2-court option, a 3-court option, and a 4-court option. Proposers were asked to prepare bids for each configuration. All three court configuration options include electrical conduit and light pole foundations that would accommodate the 4-court design. Additionally, each configuration includes a request for bid pricing of one (1) additive alternate for furnishing and installing light posts and fixtures. The bids are summarized in the table below. The table shows the lowest bid for each configuration and the recommended option is circled in red.

| Safford Fitness Park - Pickelball Court Options, Bid Summary |              |              |               |              |
|--------------------------------------------------------------|--------------|--------------|---------------|--------------|
| Bids Received May 23, 2024                                   |              |              |               |              |
| Option                                                       | Augustine    | C&T          | Gulf American | Qualis       |
| 2-Court, No Lighting                                         | \$198,929.25 | \$298,403.71 | \$253,675.00  | \$209,938.00 |
| 2-Court, With Lighting                                       | \$233,669.25 | \$369,803.71 | \$307,975.00  | \$262,658.00 |
| 3-Court, No Lighting                                         | \$267,486.65 | \$351,411.83 | \$323,805.00  | \$260,723.00 |
| 3-Court, With Lighting                                       | \$319,826.65 | \$423,811.83 | \$378,105.00  | \$313,443.00 |
| 4-Court, No Lighting                                         | \$332,669.20 | \$410,390.48 | \$396,810.00  | \$307,061.00 |
| 4-Court, With Lighting                                       | \$401,548.20 | \$482,790.48 | \$451,110.00  | \$359,781.00 |

Note: Green highlight indicates lowest bid for each option

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 90 calendar days from NTP and Final Completion within 120 calendar days from NTP.



**Funding**

Funding is provided through several sources in Project Number **CR2402** as listed below.

|                   |                     |       |                   |
|-------------------|---------------------|-------|-------------------|
| 133-1490-572.6300 | \$ 30,581.39        | 8.5%  | Recreation Impact |
| 307-8603-572.6300 | \$117,648.39        | 32.7% | Penny Fund        |
| 001-8802-572.6300 | \$ 87,426.78        | 24.3% | General Fund      |
| 101-8830-572.6300 | \$124,124.44        | 34.5% | ARPA Fund         |
| <b>Total</b>      | <b>\$359,781.00</b> |       |                   |

**PART D**  
**BID FORMS**

**Submittal Checklist**

**IMPORTANT**  
**BID DOCUMENTS TO BE RETURNED**

The **following forms must be completed and submitted** with your bid:

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | Bid Form                            |
| <input checked="" type="checkbox"/> | Bid Schedule                        |
| <input checked="" type="checkbox"/> | Bid Bond                            |
| <input checked="" type="checkbox"/> | Reference Form                      |
| <input checked="" type="checkbox"/> | Drug Free Workplace Form            |
| <input checked="" type="checkbox"/> | No-Collusion Affidavit              |
| <input checked="" type="checkbox"/> | Lobbying Certification              |
| <input checked="" type="checkbox"/> | Conflict of Interest Form           |
| <input checked="" type="checkbox"/> | Certified Resolution                |
| <input checked="" type="checkbox"/> | E-Verify Certification              |
| <input checked="" type="checkbox"/> | Scrutinized Companies Certification |

## BID FORM

BID No. 240110-B-JL

### Safford Fitness Park Pickleball Courts

BIDDER Qualis General Contractors, LLC.

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):

| <u>Date</u> | <u>Number</u> | <u>Date</u> | <u>Number</u> |
|-------------|---------------|-------------|---------------|
| 05/06/2024  | 1             |             |               |
|             |               |             |               |
|             |               |             |               |
|             |               |             |               |

- 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:

**(1) TOTAL BID, 2 Court Configuration CONTRACT PRICE:**

two hundred thousand eight hundred eighty six and  $\frac{no}{100}$  dollars  
(Words)/(\$ 200,886.<sup>00</sup>) (Numbers)

**a. Add Alt 1 CONTRACT PRICE:**

fifty two thousand seven hundred twenty and  $\frac{no}{100}$  dollars  
(Words)/(\$ 52,720.<sup>00</sup>) (Numbers)

**b. TOTAL BASE BID, plus Add Alt 1, 2 Court Configuration CONTRACT PRICE:**

two hundred fifty three thousand six hundred six and  $\frac{no}{100}$  dollars  
(Words)/(\$ 253,606.<sup>00</sup>) (Numbers)

**(2) TOTAL BID, 3 Court Configuration CONTRACT PRICE:**

Two hundred fifty three thousand one hundred sixty one and  $\frac{no}{100}$  dollars  
(Words)/(\$ 253,161.<sup>00</sup>) (Numbers)

**a. Add Alt 1 CONTRACT PRICE:**

fifty two thousand seven hundred twenty and  $\frac{no}{100}$  dollars  
(Words)/(\$ 52,720.<sup>00</sup>) (Numbers)

**b. TOTAL BASE BID, plus Add Alt 1, 3 Court Configuration CONTRACT PRICE:**

Three hundred five thousand eight hundred eighty one and  $\frac{no}{100}$  dollars  
(Words)/(\$ 305,881.<sup>00</sup>) (Numbers)



**(3) TOTAL BID, 4 Court Configuration CONTRACT PRICE:**

Three hundred thousand nine hundred eighty five and <sup>no</sup>/<sub>100</sub> dollars  
(Words)/(\$ 300,985.<sup>00</sup> ) (Numbers)

**a. Add Alt 1 CONTRACT PRICE:**

fifty two thousand seven hundred twenty and <sup>no</sup>/<sub>100</sub> dollars  
(Words)/(\$ 52,720.<sup>00</sup> ) (Numbers)

**b. TOTAL BASE BID, plus Add Alt 1, 4 Court Configuration CONTRACT PRICE:**

Three hundred fifty three thousand seven hundred five and <sup>no</sup>/<sub>100</sub> dollars  
(Words)/(\$ 353,705.<sup>00</sup> ) (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 twenty(120) 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: Qualis General Contractors, LLC.

Address: 8527 Trail Wind Dr.

City Tampa State FL Zip 33647

Phone No.: (863) 514-7760 Fax No: — Email: bherman@qualisfl.com

Brycen Herman - President / Owner  
Printed Name and Title

Authorized Signature 

05/17/2024  
Date

CITY OF TARPON SPRINGS  
SAFFORD FITNESS PARK PICKLEBALL COURTS – BID SCHEDULE OF VALUES  
2-COURT CONFIGURATION

| Item No.                 | Description                                                                                                                    | Estimated Quantity | Unit | Unit Bid Price                        | Total Amount                          |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------|------|---------------------------------------|---------------------------------------|
| 1                        | Mobilization <small>(includes all general conditions, contractor contingency, overhead/profit. See breakdown attached)</small> | 1                  | LS   | \$57,023.00                           | \$57,023.00                           |
| 2                        | Maintenance of Traffic                                                                                                         | 1                  | LS   | \$350.00                              | \$350.00                              |
| 3                        | Sediment Barrier                                                                                                               | 420                | LF   | \$2.83                                | \$1,190.00                            |
| 4                        | Soil Tracking Prevention Devices                                                                                               | 1                  | EA   | \$200.00                              | \$200.00                              |
| 5                        | Clearing & Grubbing                                                                                                            | 0.4                | AC   | Included in item #7                   | Included in item #7                   |
| 6                        | Embankment                                                                                                                     | 225                | CY   | Included in item #7                   | Included in item #7                   |
| 7                        | Regular Excavation                                                                                                             | 117                | CY   | \$59.23                               | \$6,930.00                            |
| 8                        | Valves Boxes, Adjust                                                                                                           | 4                  | EA   | \$495.00                              | \$1,980.00                            |
| 9                        | Concrete Sidewalk and Driveways, 4" Thick                                                                                      | 26                 | SY   | \$104.68                              | \$2,722.00                            |
| 10                       | Fencing, Type B Vinyl, 0.0-5.0', Standard                                                                                      | 165                | LF   | \$43.27                               | \$7,140.00                            |
| 11                       | Fencing, Type B Vinyl, 7.1'-8.0', Standard                                                                                     | 145                | LF   | \$63.35                               | \$9,186.00                            |
| 12                       | Fence Gate, Type B Vinyl, Single, 0.0-6.0', Opening                                                                            | 3                  | EA   | \$1,039.00                            | \$3,117.00                            |
| 13                       | Performance Turf, Sod                                                                                                          | 1460               | SY   | Excluded, landscaping not in contract | Excluded, landscaping not in contract |
| 14                       | Trash Receptacle                                                                                                               | 2                  | EA   | \$410.00                              | \$820.00                              |
| 15                       | Pickleball Court Installation (Includes concrete)                                                                              | 2                  | EA   | \$30,164.00                           | \$60,328.00                           |
| 16                       | Light Pole Foundations*                                                                                                        | 1                  | LS   | \$13,800.00                           | \$13,800.00                           |
| 17                       | Electrical Conduit*                                                                                                            | 1                  | LS   | \$16,100.00                           | \$16,100.00                           |
| 18                       | Owner's Contingency (Do not adjust)                                                                                            |                    |      |                                       | \$ 20,000.00                          |
| <b>BASE BID SUBTOTAL</b> |                                                                                                                                |                    |      |                                       | <b>\$200,886.00</b>                   |

**Additive Alternates**

|     |                         |   |    |             |             |
|-----|-------------------------|---|----|-------------|-------------|
| A-1 | Light Posts & Fixtures* | 1 | LS | \$52,720.00 | \$52,720.00 |
|-----|-------------------------|---|----|-------------|-------------|

|                                            |                     |
|--------------------------------------------|---------------------|
| <b>GRAND TOTAL (2-Court Configuration)</b> | <b>\$253,606.00</b> |
|--------------------------------------------|---------------------|

\* Note: Bid for light pole foundations (Item 16), electrical conduit (Item 17), and light posts & fixtures (Item A-1) should be based on the quantities and locations matching the 4-court configuration option for all three of the proposed court configuration options.

**NOTE:**

1. The drawings call out padded tops for 4' fencing. However, this item is not shown on the Bid Schedule as an item. If this is to be included, the cost for padded tops would be \$1,109.00 for the 2 court option.

2. The drawings specify a 4' interior fence, but the Bid Schedule states 5' fencing. We have included 4' fencing per the Drawings as 5' would be a special run fabric and is significantly more costly.

3. Performance sod is excluded as answer to question #10 states landscaping is to be done under separate contract, and answer to question #9 states sod to be installed within "landscaping limits. If this is required, the additional cost of installing performance sod is \$9,052.00

4. The cost for the 4' fencing in Item #10 includes the padded tops. The value for the padded tops is \$1,109.00

5. The specifications call for concrete to have #3 rebar at 2' or 3' O.C. Typically we see either fibermesh or welded wire mesh specified. If allowed to switch to fibermesh or W.W.M., savings would be \$3,274.00

CITY OF TARPON SPRINGS  
SAFFORD FITNESS PARK PICKLEBALL COURTS – BID SCHEDULE OF VALUES  
3-COURT CONFIGURATION

| Item No.                 | Description                                                                                                                    | Estimated Quantity | Unit | Unit Bid Price                        | Total Amount                          |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------|------|---------------------------------------|---------------------------------------|
| 1                        | Mobilization <small>(includes all general conditions, contractor contingency, overhead/profit. See breakdown attached)</small> | 1                  | LS   | \$67,383.00                           | \$67,383.00                           |
| 2                        | Maintenance of Traffic                                                                                                         | 1                  | LS   | \$350.00                              | \$350.00                              |
| 3                        | Sediment Barrier                                                                                                               | 420                | LF   | \$2.83                                | \$1,190.00                            |
| 4                        | Soil Tracking Prevention Devices                                                                                               | 1                  | EA   | \$200.00                              | \$200.00                              |
| 5                        | Clearing & Grubbing                                                                                                            | 0.4                | AC   | Included in item #7                   | Included in item #7                   |
| 6                        | Embankment                                                                                                                     | 225                | CY   | Included in item #7                   | Included in item #7                   |
| 7                        | Regular Excavation                                                                                                             | 117                | CY   | \$59.23                               | \$6,930.00                            |
| 8                        | Valves Boxes, Adjust                                                                                                           | 4                  | EA   | \$495.00                              | \$1,980.00                            |
| 9                        | Concrete Sidewalk and Driveways, 4" Thick                                                                                      | 39                 | SY   | \$104.68                              | \$4,082.00                            |
| 10                       | Fencing, Type B Vinyl, 0.0-5.0', Standard                                                                                      | 270                | LF   | \$42.63                               | \$11,510.00                           |
| 11                       | Fencing, Type B Vinyl, 7.1'-8.0', Standard                                                                                     | 215                | LF   | \$61.00                               | \$13,116.00                           |
| 12                       | Fence Gate, Type B Vinyl, Single, 0.0-6.0', Opening                                                                            | 4                  | EA   | \$1,039.00                            | \$4,156.00                            |
| 13                       | Performance Turf, Sod                                                                                                          | 1220               | SY   | Excluded, landscaping not in contract | Excluded, landscaping not in contract |
| 14                       | Trash Receptacle                                                                                                               | 3                  | EA   | \$410.00                              | \$1,230.00                            |
| 15                       | Pickleball Court Installation (includes concrete)                                                                              | 3                  | EA   | \$30,378.00                           | \$91,134.00                           |
| 16                       | Light Pole Foundations*                                                                                                        | 1                  | LS   | \$13,800.00                           | \$13,800.00                           |
| 17                       | Electrical Conduit*                                                                                                            | 1                  | LS   | \$16,100.00                           | \$16,100.00                           |
| 18                       | Owner's Contingency (Do not adjust)                                                                                            |                    |      |                                       | \$ 20,000.00                          |
| <b>BASE BID SUBTOTAL</b> |                                                                                                                                |                    |      |                                       | <b>\$253,161.00</b>                   |

Includes \$1,649.00  
for padded tops

**Additive Alternates**

|     |                         |   |    |             |             |
|-----|-------------------------|---|----|-------------|-------------|
| A-1 | Light Posts & Fixtures* | 1 | LS | \$52,720.00 | \$52,720.00 |
|-----|-------------------------|---|----|-------------|-------------|

|                                            |  |  |  |  |                     |
|--------------------------------------------|--|--|--|--|---------------------|
| <b>GRAND TOTAL (3-Court Configuration)</b> |  |  |  |  | <b>\$305,881.00</b> |
|--------------------------------------------|--|--|--|--|---------------------|

\* Note: Bid for light pole foundations (Item 16), electrical conduit (Item 17), and light posts & fixtures (Item A-1) should be based on the quantities and locations matching the 4-court configuration option for all three of the proposed court configuration options.

**NOTE:**

1. The drawings call out padded tops for 4' fencing. However, this item is not shown on the Bid Schedule as an item. If this is to be included, the cost for padded tops would be \$1,109.00 for the 2 court option.

2. The drawings specify a 4' interior fence, but the Bid Schedule states 5' fencing. We have included 4' fencing per the Drawings as 5' would be a special run fabric and is significantly more costly.

3. Performance sod is excluded as answer to question #10 states landscaping is to be done under separate contract, and answer to question #9 states sod to be installed within "landscaping limits. If this is required, the additional cost of installing performance sod is \$7,562.00

4. The cost for the 4' fencing Item #10 includes the cost for the padded tops. The value for the padded tops is \$1,649.00

5. The specifications call for concrete to have #3 rebar at 2' or 3' O.C. Typically we see either fibermesh or welded wire mesh specified. If allowed to switch to fibermesh or W.W.M. the savings would be \$5,400.00

CITY OF TARPON SPRINGS  
SAFFORD FITNESS PARK PICKLEBALL COURTS – BID SCHEDULE OF VALUES  
4-COURT CONFIGURATION

| Item No.                 | Description                                                                                                     | Estimated Quantity | Unit | Unit Bid Price                        | Total Amount                          |
|--------------------------|-----------------------------------------------------------------------------------------------------------------|--------------------|------|---------------------------------------|---------------------------------------|
| 1                        | Mobilization (includes all general conditions, contractor contingency, overhead/profit. See breakdown attached) | 1                  | LS   | \$75,807.00                           | \$75,807.00                           |
| 2                        | Maintenance of Traffic                                                                                          | 1                  | LS   | \$350.00                              | \$350.00                              |
| 3                        | Sediment Barrier                                                                                                | 420                | LF   | \$2.83                                | \$1,190.00                            |
| 4                        | Soil Tracking Prevention Devices                                                                                | 1                  | EA   | \$200.00                              | \$200.00                              |
| 5                        | Clearing & Grubbing                                                                                             | 0.4                | AC   | Included in item #7                   | Included in item #7                   |
| 6                        | Embankment                                                                                                      | 225                | CY   | Included in item #7                   | Included in item #7                   |
| 7                        | Regular Excavation                                                                                              | 117                | CY   | \$59.23                               | \$6,930.00                            |
| 8                        | Valves Boxes, Adjust                                                                                            | 4                  | EA   | \$495.00                              | \$1,980.00                            |
| 9                        | Concrete Sidewalk and Driveways, 4" Thick (includes bike rack relocation)                                       | 50                 | SY   | \$119.68                              | \$5,984.00                            |
| 10                       | Fencing, Type B Vinyl, 0.0-5.0', Standard                                                                       | 325                | LF   | \$40.46                               | \$13,149.00                           |
| 11                       | Fencing, Type B Vinyl, 7.1'-8.0', Standard                                                                      | 290                | LF   | \$60.05                               | \$17,414.00                           |
| 12                       | Fence Gate, Type B Vinyl, Single, 0.0-6.0', Opening                                                             | 5                  | EA   | \$1,039.00                            | \$5,195.00                            |
| 13                       | Performance Turf, Sod                                                                                           | 980                | SY   | Excluded, landscaping not in contract | Excluded, landscaping not in contract |
| 14                       | Trash Receptacle                                                                                                | 4                  | EA   | \$410.00                              | \$1,640.00                            |
| 15                       | Pickleball Court Installation (includes concrete)                                                               | 4                  | EA   | \$30,311.50                           | \$121,246.00                          |
| 16                       | Light Pole Foundations*                                                                                         | 1                  | LS   | \$13,800.00                           | \$13,800.00                           |
| 17                       | Electrical Conduit*                                                                                             | 1                  | LS   | \$16,100.00                           | \$16,100.00                           |
| 18                       | Owner's Contingency (Do not adjust)                                                                             |                    |      |                                       | \$ 20,000.00                          |
| <b>BASE BID SUBTOTAL</b> |                                                                                                                 |                    |      |                                       | <b>\$300,985.00</b>                   |

Includes \$1,978.00  
for padded tops

**Additive Alternates**

|     |                         |   |    |             |             |
|-----|-------------------------|---|----|-------------|-------------|
| A-1 | Light Posts & Fixtures* | 1 | LS | \$52,720.00 | \$52,720.00 |
|-----|-------------------------|---|----|-------------|-------------|

|                                            |  |  |  |  |                     |
|--------------------------------------------|--|--|--|--|---------------------|
| <b>GRAND TOTAL (4-Court Configuration)</b> |  |  |  |  | <b>\$353,705.00</b> |
|--------------------------------------------|--|--|--|--|---------------------|

\* Note: Bid for light pole foundations (Item 16), electrical conduit (Item 17), and light posts & fixtures (Item A-1) should be based on the quantities and locations matching the 4-court configuration option for all three of the proposed court configuration options.

**NOTE:**

1. The drawings call out padded tops for 4' fencing. However, this item is not shown on the Bid Schedule as an item. If this is to be included, the cost for padded tops would be \$1,109.00 for the 2 court option.

2. The drawings specify a 4' interior fence, but the Bid Schedule states 5' fencing. We have included 4' fencing per the Drawings as 5' would be a special run fabric and is significantly more costly.

3. Performance sod is excluded as answer to question #10 states landscaping is to be done under separate contract, and answer to question #9 states sod to be installed within "landscaping limits. If this is required, the additional cost of installing performance sod is \$6,076.00

4. The cost for the 4' fencing Item #10 includes the cost for the padded tops. The value for the padded tops is \$1,978.00

5. The specifications call for concrete to have #3 rebar at 2' or 3' O.C. Typically for pickleball court slabs we see either fibermesh of welded wire mesh specified. If #3 rebar is not required and fibermesh or W.W.M. was allowed, savings would be \$7,083.00





Date: 5/21/24  
Project: Safford Fitness Park Picleball Courts  
Location: 230 Live Oak St. Tarpon Springs, FL34689

### 2 Court Option

| Item                                               | Notes    | Unit     | Total               |
|----------------------------------------------------|----------|----------|---------------------|
| <b>Division 1 General Conditions</b>               |          |          |                     |
| Mobilization and demobilization                    | Included | Lump sum | \$ 600.00           |
| Temporary toilets                                  | Included | Lump sum | \$ 270.00           |
| Delivery fees                                      | Included | Lump sum | \$ 300.00           |
| Dump fees                                          | Included | Lump sum | \$ 1,500.00         |
| Third Party Testing                                | Included | Lump sum | \$ 1,200.00         |
| Daily and final cleaning                           | Included | Lump sum | \$ 810.00           |
| Management                                         | Included | Lump sum | \$ 22,138.00        |
| Performance and payment bond                       | Included | Lump Sum | \$ 3,887.00         |
| Permit                                             | Excluded | Excluded | Excluded            |
| Temporary fencing                                  | Included | Lump Sum | \$ 1,867.00         |
| Temporary signage/water/first aid/printing/postage | Included | Lump Sum | \$ 330.00           |
| Incidentals/site restoration                       | Included | Lump Sum | \$ 1,350.00         |
| Surveying                                          | Included | Lump Sum | \$ 500.00           |
| <b>Total General Conditions</b>                    |          |          | <b>\$ 34,752.00</b> |
| <b>Division 2 Site Work/Existing Conditions</b>    |          |          |                     |
| Erosion control/silt fence/MOT                     | Included | Lump Sum | \$ 1,740.00         |
| <b>Total Site Work</b>                             |          |          | <b>\$ 1,740.00</b>  |
| <b>Division 3 Concrete</b>                         |          |          |                     |
| Concrete                                           | Included | Lump sum | \$ 56,091.00        |
| <b>Total Concrete</b>                              |          |          | <b>\$ 56,091.00</b> |
| <b>Division 12 Furnishings</b>                     |          |          |                     |
| Trash receptacles                                  | Included | Lump sum | \$ 820.00           |
| <b>Total Furnishings</b>                           |          |          | <b>\$ 820.00</b>    |
| <b>Division 26 Electrical</b>                      |          |          |                     |



|                                          |                 |                 |                      |
|------------------------------------------|-----------------|-----------------|----------------------|
| Electrical                               | Included        | Lump Sum        | \$ 29,900.00         |
| <b>Total Electrical</b>                  |                 |                 | <b>\$ 29,900.00</b>  |
| <b>Division 32 Exterior Improvements</b> |                 |                 |                      |
| Fencing                                  | Included        | Lump Sum        | \$ 18,334.00         |
| Padded tops for fence                    | Included        | Lump Sum        | \$ 1,109.00          |
| Court surfacing, nets, and posts         | Included        | Lump Sum        | \$ 13,889.00         |
| Sod/irrigation replacement               | Included        | Lump Sum        | \$ 1,980.00          |
| <b>Total Exterior Improvements</b>       |                 |                 | <b>\$ 35,312.00</b>  |
| <b>Work items Total</b>                  |                 |                 | <b>\$ 158,615.00</b> |
| Contractor Contingency                   | Included        | Lump Sum        | \$ 3,704.00          |
| Overhead and Profit                      | Included        | Lump Sum        | \$ 18,567.00         |
| <b>Grand Total</b>                       | <b>Included</b> | <b>Lump Sum</b> | <b>\$ 180,886.00</b> |
| <b>Alternate #1</b>                      |                 |                 | <b>\$ 52,720.00</b>  |

| 3 Court Option                  |          |          |       |           |
|---------------------------------|----------|----------|-------|-----------|
| Item                            | Notes    | Unit     | Total |           |
| Division 1 General Conditions   |          |          |       |           |
| Mobilization and demobilization | Included | Lump sum | \$    | 600.00    |
| Temporary toilets               | Included | Lump sum | \$    | 395.00    |
| Delivery fees                   | Included | Lump sum | \$    | 300.00    |
| Dump fees                       | Included | Lump sum | \$    | 1,750.00  |
| Third Party Testing             | Included | Lump sum | \$    | 1,200.00  |
| Daily and final cleaning        | Included | Lump sum | \$    | 840.00    |
| Management                      | Included | Lump sum | \$    | 25,230.00 |
| Performance and payment bond    | Included | Lump Sum | \$    | 5,019.00  |
| Permit                          | Excluded | Excluded |       | Excluded  |



|                                                    |                 |                 |           |                   |
|----------------------------------------------------|-----------------|-----------------|-----------|-------------------|
| Temporary fencing/snow fencing                     | Included        | Lump Sum        | \$        | 2,380.00          |
| Temporary signage/water/first aid/printing/postage | Included        | Lump Sum        | \$        | 330.00            |
| Incidentals/site restoration                       | Included        | Lump Sum        | \$        | 1,350.00          |
| Surveying                                          | Included        | Lump Sum        | \$        | 500.00            |
| <b>Total General Conditions</b>                    |                 |                 | <b>\$</b> | <b>39,894.00</b>  |
| <b>Division 2 Site Work/Existing Conditions</b>    |                 |                 |           |                   |
| Erosion control/silt fence/MOT                     | Included        | Lump Sum        | \$        | 1,740.00          |
| <b>Total Site Work</b>                             |                 |                 | <b>\$</b> | <b>1,740.00</b>   |
| <b>Division 3 Concrete</b>                         |                 |                 |           |                   |
| Concrete                                           | Included        | Lump sum        | \$        | 82,178.00         |
| <b>Total Concrete</b>                              |                 |                 | <b>\$</b> | <b>83,368.00</b>  |
| <b>Division 12 Furnishings</b>                     |                 |                 |           |                   |
| Trash receptacles                                  | Included        | Lump sum        | \$        | 1,230.00          |
| <b>Total Furnishings</b>                           |                 |                 | <b>\$</b> | <b>1,230.00</b>   |
| <b>Division 26 Electrical</b>                      |                 |                 |           |                   |
| Electrical                                         | Included        | Lump Sum        | \$        | 29,900.00         |
| <b>Total Electrical</b>                            |                 |                 | <b>\$</b> | <b>29,900.00</b>  |
| <b>Division 32 Exterior Improvements</b>           |                 |                 |           |                   |
| Fencing                                            | Included        | Lump Sum        | \$        | 27,133.00         |
| Padded tops for fence                              | Included        | Lump Sum        | \$        | 1,649.00          |
| Court surfacing, nets, and posts                   | Included        | Lump Sum        | \$        | 19,968.00         |
| Sod/irrigation replacement                         | Included        | Lump Sum        | \$        | 1,980.00          |
| <b>Total Exterior Improvements</b>                 |                 |                 | <b>\$</b> | <b>50,730.00</b>  |
| <b>Work items Total</b>                            |                 |                 | <b>\$</b> | <b>205,672.00</b> |
| Contractor Contingency                             | Included        | Lump Sum        | \$        | 4,615.00          |
| Overhead and Profit                                | Included        | Lump Sum        | \$        | 22,874.00         |
| <b>Grand Total</b>                                 | <b>Included</b> | <b>Lump Sum</b> | <b>\$</b> | <b>233,161.00</b> |



Alternate #1

\$ 52,720.00

**4 Court Option**

| Item                                               | Notes    | Unit     | Total                |
|----------------------------------------------------|----------|----------|----------------------|
| <b>Division 1 General Conditions</b>               |          |          |                      |
| Mobilization and demobilization                    | Included | Lump sum | \$ 600.00            |
| Temporary toilets                                  | Included | Lump sum | \$ 395.00            |
| Delivery fees                                      | Included | Lump sum | \$ 300.00            |
| Dump fees                                          | Included | Lump sum | \$ 1,950.00          |
| Third Party Testing                                | Included | Lump sum | \$ 1,200.00          |
| Daily and final cleaning                           | Included | Lump sum | \$ 870.00            |
| Management                                         | Included | Lump sum | \$ 28,194.00         |
| Performance and payment bond                       | Included | Lump Sum | \$ 6,009.00          |
| Permit                                             | Excluded | Excluded | Excluded             |
| Temporary fencing/snow fencing                     | Included | Lump Sum | \$ 2,686.00          |
| Temporary signage/water/first aid/printing/postage | Included | Lump Sum | \$ 330.00            |
| Incidentals/site restoration                       | Included | Lump Sum | \$ 1,350.00          |
| Surveying                                          | Included | Lump Sum | \$ 500.00            |
| <b>Total General Conditions</b>                    |          |          | <b>\$ 44,384.00</b>  |
| <b>Division 2 Site Work/Existing Conditions</b>    |          |          |                      |
| Erosion control/silt fence/MOT                     | Included | Lump Sum | \$ 1,740.00          |
| Relocate bike rack                                 | Included | Lump Sum | \$ 750.00            |
| <b>Total Site Work</b>                             |          |          | <b>\$ 2,490.00</b>   |
| <b>Division 3 Concrete</b>                         |          |          |                      |
| Concrete                                           | Included | Lump sum | \$ 108,032.00        |
| <b>Total Concrete</b>                              |          |          | <b>\$ 108,032.00</b> |
| <b>Division 12 Furnishings</b>                     |          |          |                      |
| Trash receptacles                                  | Included | Lump sum | \$ 1,640.00          |
| <b>Total Furnishings</b>                           |          |          | <b>\$ 1,640.00</b>   |



**Division 26 Electrical**

|            |          |          |              |
|------------|----------|----------|--------------|
| Electrical | Included | Lump Sum | \$ 29,900.00 |
|------------|----------|----------|--------------|

|                         |  |  |                     |
|-------------------------|--|--|---------------------|
| <b>Total Electrical</b> |  |  | <b>\$ 29,900.00</b> |
|-------------------------|--|--|---------------------|

**Division 32 Exterior Improvements**

|         |          |          |              |
|---------|----------|----------|--------------|
| Fencing | Included | Lump Sum | \$ 33,780.00 |
|---------|----------|----------|--------------|

|                       |          |          |             |
|-----------------------|----------|----------|-------------|
| Padded tops for fence | Included | Lump Sum | \$ 1,978.00 |
|-----------------------|----------|----------|-------------|

|                                  |          |          |              |
|----------------------------------|----------|----------|--------------|
| Court surfacing, nets, and posts | Included | Lump Sum | \$ 25,378.00 |
|----------------------------------|----------|----------|--------------|

|                            |          |          |             |
|----------------------------|----------|----------|-------------|
| Sod/irrigation replacement | Included | Lump Sum | \$ 1,980.00 |
|----------------------------|----------|----------|-------------|

|                                    |  |  |                     |
|------------------------------------|--|--|---------------------|
| <b>Total Exterior Improvements</b> |  |  | <b>\$ 63,116.00</b> |
|------------------------------------|--|--|---------------------|

|                         |  |  |                      |
|-------------------------|--|--|----------------------|
| <b>Work items Total</b> |  |  | <b>\$ 249,562.00</b> |
|-------------------------|--|--|----------------------|

|                        |          |          |             |
|------------------------|----------|----------|-------------|
| Contractor Contingency | Included | Lump Sum | \$ 4,834.00 |
|------------------------|----------|----------|-------------|

|                     |          |          |              |
|---------------------|----------|----------|--------------|
| Overhead and Profit | Included | Lump Sum | \$ 26,589.00 |
|---------------------|----------|----------|--------------|

|                    |                 |                 |                      |
|--------------------|-----------------|-----------------|----------------------|
| <b>Grand Total</b> | <b>Included</b> | <b>Lump Sum</b> | <b>\$ 280,985.00</b> |
|--------------------|-----------------|-----------------|----------------------|

|                     |  |  |                     |
|---------------------|--|--|---------------------|
| <b>Alternate #1</b> |  |  | <b>\$ 52,720.00</b> |
|---------------------|--|--|---------------------|



## QUALIFICATIONS & ASSUMPTIONS

**Date:** 5/21/24  
**Project:** Safford Fitness Park Picleball Courts  
**Location:** 230 Live Oak St. Tarpon Springs, FL34689

### **DIVISION 1 – GENERAL CONDITIONS**

A. This proposal excludes any costs for building permits as Solicitation states under #9 that Fees will be waived if permits are pulled prior to construction

### **DIVISION 2 – SITEWORK/EXISTING CONDITIONS**

A. The bike rack and irrigation relocation shown on sheet C-06 is only included for the 4 court option.

### **DIVISION 3 – CONCRETE**

### **DIVISION 7 – THERMAL & MOISTURE PROTECTION**

### **DIVISION 8 - OPENINGS**

### **DIVISION 9 – FINISHES**

### **DIVISION 10 – SPECIALTIES**

### **DIVISION 12 – FURNISHINGS**

### **DIVISION 21 – PLUMBING**

### **DIVISION 22 – FIRE PROTECTION**

### **DIVISION 23 – MECHANICAL**

### **DIVISION 26 – ELECTRICAL**

A. This proposal excludes any engineering

### **DIVISION 32 – EXTERIOR IMPROVEMENTS**

A. This proposal excludes the performance turf/sod as answer to question #10 states landscaping is to be done under separate contract, and answer to question #9 states sod to be installed within "landscaping limits".

Therefore we interpret this as sod will be in a separate contract. If sod is required, additional cost for 2 court option is \$9,052.00, additional cost for 3 court option is \$7,562.00, and additional cost for 4 court option is \$6,076.00.

# Bid Bond

STATE OF FLORIDA  
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, Qualis General Contractors LLC at 8527 Trail Wind Dr. Tampa, FL 33647  
(Name and Address of Company)

(hereinafter called "Principal") and Old Republic Surety Company (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 Amount Bid Dollars (\$ 5% of the Amount Bid )

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

**Safford Fitness Park Pickleball Courts  
Bid No. 240110-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

Qualis General Contractors LLC

(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its  
\_\_\_\_\_  
Managing Member \_\_\_\_\_ under its corporate seal, and  
the said \_\_\_\_\_ Old Republic Surety Company \_\_\_\_\_ as "Surety" herein, has caused these  
presents to be signed in its name by its \_\_\_\_\_ Attorney-In-Fact \_\_\_\_\_ under its corporate seal, the  
17 \_\_\_\_\_ day of May \_\_\_\_\_, 2024.

NAME OF COMPANY: Qualis General Contractors LLC

By: \_\_\_\_\_

(Signature)

Brycen E. Herman  
(Please Print or Type Name)

Managing Member

(Title)

SEAL

ATTEST: \_\_\_\_\_

(Signature)

Old Republic Surety Company  
Surety Name

Mark Kowalski  
Attorney-in-Fact





## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

MARK KOWALSKI of SARASOTA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17th day of October, 2022.

OLD REPUBLIC INSURANCE COMPANY

*Karen J. Haffner*  
Assistant Secretary



*Alan Pavlic*  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17th day of October, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026

### CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



92-3106

ORSC 11008 (6-93)

LINCOLN SURETY GROUP LLC

Signed and sealed at the City of Brookfield, WI this 17 day of May, 2024.

*Karen J. Haffner*  
Assistant Secretary

## VENDOR REFERENCES

The following information is required in order that your bid may be reviewed and properly evaluated.

Company Name: Qualis General Contractors, LLC.

Length Of Time Company Has Been In Business: 6 years -

Business Address: 8527 Trail Wind Dr. Tampa, FL 33647

How Long In Present Location: 2 - 1/2 years

Telephone Number: (863) 514-7760 Fax Number: N/A Email: bherman@qualisfl.com

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

|                                          |                                                                               |
|------------------------------------------|-------------------------------------------------------------------------------|
| <b>1. Project/Contract Name:</b>         | Dunedin Community Sailing Center                                              |
| <b>Dollar Value:</b>                     | \$502,265.00                                                                  |
| <b>Contact Name:</b>                     | Bruce Wirth/Laurie Ferguson                                                   |
| <b>Email/Phone Number:</b>               | bwirth@dunedinFL.net (727) 298-3208/Lferguson@dunedinFL.net (727) 641-8294    |
| <b>Agency/Company Name:</b>              | City of Dunedin                                                               |
| <b>Address:</b>                          |                                                                               |
| <b>Date completed/or if in Progress:</b> | 11/2023                                                                       |
| <b>2. Project/Contract Name:</b>         | Central Park Basketball Courts                                                |
| <b>Dollar Value:</b>                     | \$265,456.00                                                                  |
| <b>Contact Name:</b>                     | John Deaton/Emily Deal                                                        |
| <b>Email/Phone Number:</b>               | jdeaton@mylakealfred.com (863) 559-8195/edeal@mylakealfred.com (863) 291-5272 |
| <b>Agency/Company Name:</b>              | City of Lake Alfred                                                           |
| <b>Address:</b>                          | 155 E. Pamela St. Lake Alfred, FL 33850                                       |
| <b>Date completed/or if in Progress:</b> | 10/2023                                                                       |
| <b>3. Project/Contract Name:</b>         | Lee P. Moore Park Tennis & Pickleball Courts                                  |
| <b>Dollar Value:</b>                     | \$324,248.00                                                                  |
| <b>Contact Name:</b>                     | Robert Beall                                                                  |
| <b>Email/Phone Number:</b>               | robert.beall@sanfordfl.gov (407) 688-5000 ext. 5423                           |
| <b>Agency/Company Name:</b>              | City of Sanford                                                               |

|                                          |                                                |
|------------------------------------------|------------------------------------------------|
| <b>Address:</b>                          | 300 N. Park Ave. Sanford, FL 32771             |
| <b>Date completed/or if in Progress:</b> | 07/2024 anticipated                            |
| <b>4. Project/Contract Name:</b>         | Interlachen Fire Station Renovation & Addition |
| <b>Dollar Value:</b>                     | \$894,967.66                                   |
| <b>Contact Name:</b>                     | Joe Keuhmeier                                  |
| <b>Email/Phone Number:</b>               | joe.crgarchitects@comcast.net                  |
| <b>Agency/Company Name:</b>              | Putnam County BOC                              |
| <b>Address:</b>                          | 2509 Crill Ave. Palatka, FL 32177              |
| <b>Date completed/or if in Progress:</b> | June 2023                                      |
| <b>5. Project/Contract Name:</b>         | Tampa Museum of Art Ground Floor Renovation    |
| <b>Dollar Value:</b>                     | \$278,967.00                                   |
| <b>Contact Name:</b>                     | David Lee                                      |
| <b>Email/Phone Number:</b>               | david.lee@tampamuseum.org (352) 467-1067       |
| <b>Agency/Company Name:</b>              | Tampa Museum of Art                            |
| <b>Address:</b>                          | 120 W. Gasparilla Plaza Tampa, FL 33602        |
| <b>Date completed/or if in Progress:</b> | 04/2023                                        |

See attached Project List & References List for additional projects & references





## References List

| Client Name             | Contact Person      | Phone Number   | Email Address                                                                        | Business Address                                |
|-------------------------|---------------------|----------------|--------------------------------------------------------------------------------------|-------------------------------------------------|
| Putnam County BOCC      | Richard Back        | (386) 329-0416 | <a href="mailto:richard.back@putnam-fl.gov">richard.back@putnam-fl.gov</a>           | 2509 Crill Ave. Suite 200 Palatka, FL 32177     |
| CRG Architects          | Joe Keuhmeier       | (386) 325-0213 | <a href="mailto:joe.crgarchitects@comcast.net">joe.crgarchitects@comcast.net</a>     | 216A St. Johns Ave. Palatka, FL 32177           |
| City of New Port Richey | Sean Howard         | (727) 243-4957 | <a href="mailto:HowardS@cityofnewportriches.org">HowardS@cityofnewportriches.org</a> | 6132 Pine Hill Rd. Port Richey, FL 34668        |
| Christopher Cherkis     | Christopher Cherkis | (863) 307-0301 | <a href="mailto:chrischerkis@kw.com">chrischerkis@kw.com</a>                         | 307 Chaucer Lane Winter Haven, FL 33884         |
| Manatee County          | Michelle Durr       | (941) 405-7824 | <a href="mailto:michelle.durr@mymanatee.org">michelle.durr@mymanatee.org</a>         | 1112 Manatee Ave. Suite 803 Bradenton, FL 34205 |
| Manatee County          | Mike Elswick        | (941) 742-5923 | <a href="mailto:mike.elswick@mymanatee.org">mike.elswick@mymanatee.org</a>           | 1112 Manatee Ave. Suite 803 Bradenton, FL 34205 |
| City of Dunedin         | Mike Blanton        | (727) 831-1627 | <a href="mailto:mblanton@DunedinFL.net">mblanton@DunedinFL.net</a>                   | 737 Loudon Ave. Dunedin, FL 34698               |
| City of Dunedin         | Bruce Wirth         | (727) 298-3208 | <a href="mailto:bwirth@DunedinFL.net">bwirth@DunedinFL.net</a>                       | 737 Loudon Ave. Dunedin, FL 34698               |
| City of Dunedin         | Laurie Ferguson     | (727) 641-8294 | <a href="mailto:lferguson@DunedinFL.net">lferguson@DunedinFL.net</a>                 | 737 Loudon Ave. Dunedin, FL 34698               |
| SDG Architects          | Jonathan Poole      | (727) 776-0058 | <a href="mailto:jonathan@sdgfl.com">jonathan@sdgfl.com</a>                           | 793-D San Christopher Dr. Dunedin, FL 34698     |
| City of Lake Alfred     | John Deaton         | (863) 559-8195 | <a href="mailto:jdeaton@mylakealfred.com">jdeaton@mylakealfred.com</a>               | 155 E. Pomelo St. Lake Alfred, FL 33850         |
| City of Lake Alfred     | Emily Deal          | (863) 291-5272 | <a href="mailto:edeal@mylakealfred.com">edeal@mylakealfred.com</a>                   | 155 E. Pomelo St. Lake Alfred, FL 33850         |
| City of Tarpon Springs  | Brandon Crum        | (727) 224-0568 | <a href="mailto:bcrum@ctsfl.us">bcrum@ctsfl.us</a>                                   | 325 E. Pine St. Tarpon Springs, FL 34689        |
| Tampa Museum of Art     | David Lee           | (352) 467-1067 | <a href="mailto:david.lee@tampamuseum.org">david.lee@tampamuseum.org</a>             | 120 W. Gasparilla Plaza Tampa, FL 33602         |





8527 Trail Wind Dr. Tampa, FL 33647  
CGC1527818  
www.qualisfl.com

### RECENT PROJECTS LIST

| Project Name                                                        | Project Address                               | Project Description                                                                                                    | Date Completed | Project Value | Client                                      |
|---------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------|---------------|---------------------------------------------|
| SWFWMD Water Control Structure Repairs                              | 12550 Morris Bridge Rd. Tampa, FL 33592       | Rebuilt water control structure on hillsborough river                                                                  | 6/2022         | \$37,300.00   | Southwest Florida Water Management District |
| Lake County Health Admin. Building Office Renovation                | 16140 US Hwy Eustis, FL 32726                 | Replace all mechanical, electrical, and plumbing systems. Replace drywall and ceilings, floors, paint and base.        | 2/2024         | \$786,327.19  | Lake County BOCC                            |
| Jiggs Landing Boardwalk/Pier Replacement                            | 6106 E 63rd Ave. Bradenton, FL 34208          | Replaced pier and boardwalk                                                                                            | 7/2023         | \$203,850.00  | Manatee County                              |
| Union Academy Structural Repair Project                             | 401 E. MLK Jr. Dr. Tarpon Springs, FL 34689   | Rebuilt exterior wall and floor framing due to structural damage                                                       | 12/2023        | \$18,863.00   | City of Tarpon Springs                      |
| Galen Wilson Senior Center Restrooms Renovations                    | 8600 Galen Wilson Blvd. Port Richey, FL 34668 | Renovate existing men's and women's restrooms                                                                          | 5/2022         | \$79,233.00   | City of Port Richey                         |
| Lake Alfred Basketball Court                                        | 455 E Cummings St. Lake Alfred, FL 33850      | Construct new public basketball courts                                                                                 | 11/2023        | \$265,456.00  | City of Lake Alfred                         |
| Dunedin Community Sailing Center                                    | 690 Edgewater Dr. Dunedin, FL 34698           | Build new community sailing center building at Dunedin Marina                                                          | 11/2023        | \$502,265.00  | City of Dunedin                             |
| LSF Pre School Interior Renovation                                  | 516 S. Huey Ave. Tarpon Springs, FL 34689     | Interior renovation consisting of adding new ADA staff restroom, reconfiguring child restrooms, and replacing finishes | 6/2023         | \$192,111.00  | Lutheran Services Florida                   |
| Tampa Museum Ground Floor Renovations                               | 120 W Gasparilla Plaza Tampa, FL 33602        | Renovation of women's/men's public restrooms and corridor, build new janitor's closet                                  | 5/2023         | \$278,750.19  | Tampa Museum of Art                         |
| Restaurant Buildout                                                 | 3802 Rifle Range Rd. Winter Haven, FL 33880   | Build out existing commercial space for new restaurant                                                                 | 11/2022        | \$204,111.00  | Chris Cherkis                               |
| Sunset Beach Park Restroom Renovation                               | 1800 Gulf Rd. Tarpon Springs, FL 34689        | Gut and renovate existing restroom due to fire damage                                                                  | 11/2022        | \$39,369.00   | City of Tarpon Springs                      |
| Office Buildout                                                     | 1333 3rd Ave. S. Naples, FL 34102             | Build out of shell space into office                                                                                   | 7/2022         | \$252,345.00  | Edgewater Group, LLC.                       |
| Residential Remodel and Buildout                                    | 237 Chaucer Lane Winter Haven, FL 33880       | Residential Remodel, Addition and Buildout of Hair Studio                                                              | 11/2021        | \$241,000.00  | Chris Cherkis                               |
| <b>Current Projects</b>                                             |                                               |                                                                                                                        |                |               |                                             |
| Interlachen Fire Station Renovation & Addition                      | 170 S. CR 315 Interlachen, FL 32148           | Renovation of existing fire station and addition for storing fire trucks                                               | 6/2024         | \$894,177.00  | Putnam County BOCC                          |
| New Port Richey Recreation & Aquatic Center Locker Rooms Renovation | 6630 Van Buren St. New Port Richey, FL 34653  | Interior renovation of existing locker rooms                                                                           | 6/2024         | \$393,795.00  | City of New Port Richey                     |
| LPM Park Tennis & Pickleball Courts                                 | 106 Sweet Bay Dr. Sanford, FL 32773           | Demolish old courts and construct new tennis and pickleball courts                                                     | 7/2024         | \$324,248.00  | City of Sanford                             |

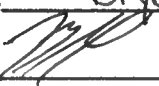
## DRUG FREE WORKPLACE FORM

### PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid.
2. Preference shall be given to businesses with drug-free workplace programs.  
Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
  - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for 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: Brycen Herman - President / Owner

Authorized Signature: 

**NO-COLLUSION AFFIDAVIT**

STATE OF Florida

COUNTY OF Pasco

Brycen Herman 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;

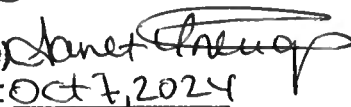
Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid 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;

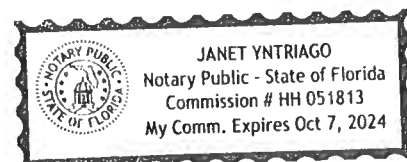
The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By Brycen Herman 

Subscribed and sworn to before me this 16<sup>th</sup> day of May, 2024.

Personally known \_\_\_\_\_ OR Produced identification X Type of identification produced FL DL

Notary Public (Signature)   
My Commission Expires: Oct 7, 2024



## 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: Brycen Herman  
Signature

Vivian Beltran  
Witness

Vivian Beltran  
(Printed Name)

Finance Manager  
(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)

☐ 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:** Qualis General Contractors, LLC.

**NAME (PER AUTHORIZED TO BIND THE COMPANY):** Brycen Herman

**SIGNATURE:**  **DATE:** 05/17/2024

Qualis General Contractors, LLC. is an S corp, not a corporation. Therefore we do not have a board or a duly elected Secretary. Please see attached Articles of Organization showing Brycen Herman as an Authorized representative/Manager.

**CERTIFIED RESOLUTION**

I, Brycen Herman <sup>Authorized representative/Manager</sup> (Name), ~~the duly elected Secretary of~~ Qualis General Contractors, LLC. (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 Brycen Herman (Name)", ~~the duly elected~~ Authorized representative/Manager/Owner (Title of Officer) of Qualis General Contractors, LLC. (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          |
|----------------------|------------------|--------------------|
| <u>Brycen Herman</u> | <u>MGR/Owner</u> | <u>[Signature]</u> |
| _____                | _____            | _____              |
| _____                | _____            | _____              |

Given under my hand and the Seal of the said corporation this 17<sup>th</sup> day of May, 2024.

~~(SEAL) By: \_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Corporate Title~~

No corporate seal, not a corporation

NOTE:

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.



## E-VERIFY CERTIFICATION

RFQ/Contract No: 240110-B-JL

Project Description: Safford Fitness Park Pickleball Courts

Consultant/Firm acknowledges and agrees to the following:

Consultant/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: Qualis General Contractors, LLC.

Authorized Signature: 

Print Name: Brycen Herman

Title: Owner / President

Date: 05/17/2024

This document must be completed and returned with your Submittal.

**VENDOR CERTIFICATION REGARDING**  
**SCRUTINIZED COMPANIES LIST**

Respondent Vendor Name: Qualis General Contractors, LLC.

Proposer/Contractor FEIN: 83-3712329

Proposer/Contractor's Authorized Representative Name and Title:

Brycen Herman - President/Owner

Address:

8527 Trail Wind Dr.

City: Tampa State: FL Zip: 33647

Phone Number: (863) 514-7760

Email Address:

bherman@qualisfl.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:

Brycen Herman - President/Owner

Date:

05/17/24



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**HERMAN, BRYCEN EVERETT**

QUALIS GENERAL CONTRACTORS LLC  
1019 59TH AVE NORTH  
ST. PETERSBURG FL 33703-1125

**LICENSE NUMBER: CGC1527818**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://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.



**I-CGCI527818**

*Herman, Brycen Everett  
1019 59th Avenue N  
St. Petersburg, FL 33703*



**PINELLAS COUNTY CONSTRUCTION  
LICENSING BOARD**

**THIS CERTIFIES THAT Brycen Everett Herman  
DBA Qualis General Contractors LLC**

**STATE CERT # I-CGCI527818**

**HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED  
LIABILITY AND WORKERS' COMPENSATION  
INSURANCE WITH THIS BOARD.**

**IN GOOD STANDING UNTIL September 30, 2024  
DATE OF ISSUANCE 10/27/2023**

**\* Please cut out license along lines**



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

Print or type.  
See Specific Instructions on page 3.

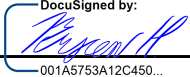
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>Qualis General Contractors, LLC.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                             |
| 2 Business name/disregarded entity name, if different from above.<br><b>Qualis General Contractors, LLC.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                             |
| 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><div><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input checked="" type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate<br/><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .<br/><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br/><input type="checkbox"/> Other (see instructions) _____</div> | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
| 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                             |
| 5 Address (number, street, and apt. or suite no.). See instructions.<br><b>8527 Trail Wind Dr.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Requester's name and address (optional)                                                                                                                                                                                                                                                                     |
| 6 City, state, and ZIP code<br><b>Tampa, FL 33647</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                             |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                             |

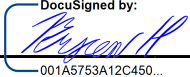
**Part I Taxpayer Identification Number (TIN)**  
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|
| Social security number         |   |   |   |   |   |   |   |   |
|                                |   |   | - |   |   | - |   |   |
| or                             |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |
| 8                              | 3 | - | 3 | 7 | 1 | 2 | 3 | 2 |
|                                |   |   |   |   |   |   | 9 |   |

**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  
  
001A5753A12C450...

DocuSigned by:  
  
Date **04/04/2024**

**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](http://www.irs.gov/FormW9).  
**What's New**  
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

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

**2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L18000288180

**Entity Name:** QUALIS GENERAL CONTRACTORS LLC

**Current Principal Place of Business:**

8527 TRAIL WIND DR  
TAMPA, FL 33647

**Current Mailing Address:**

8527 TRAIL WIND DR  
TAMPA, FL 33647 US

**FEI Number:** 83-3712329

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

HERMAN, BRYCEN  
8527 TRAIL WIND DR.  
TAMPA, FL 33647 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title MGR  
Name HERMAN, BRYCEN E  
Address 8527 TRAIL WIND DR.  
City-State-Zip: TAMPA FL 33647

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** BRYCEN HERMAN

MGR

02/03/2024

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date

|                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                                       |                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------|------------------------------------------------------------------------------------|
| Receipt # 1469833                                                                                                                                                                                                                                                                                                                                                                                                        |                    | Control No. 1007828                                   |                                                                                    |
| For Period Commencing JULY 1ST, 2023                                                                                                                                                                                                                                                                                                                                                                                     |                    | and ending September 30, 2024                         |                                                                                    |
| Total: 328.33                                                                                                                                                                                                                                                                                                                                                                                                            |                    | Dated 09/25/2023 Application No.                      |                                                                                    |
| This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, <u>Zoning and other land use regulations</u> . If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business. |                    |                                                       |                                                                                    |
| Classification                                                                                                                                                                                                                                                                                                                                                                                                           | Description        | Amount                                                | 2024<br>CITY OF TAMPA<br>TAX RECEIPT<br>BUSINESS<br>TAX<br>DIVISION<br><br>By: WEB |
| 038011                                                                                                                                                                                                                                                                                                                                                                                                                   | GENERAL CONTRACTOR | \$318.33                                              |                                                                                    |
| 993000                                                                                                                                                                                                                                                                                                                                                                                                                   | ADMIN HANDLING FEE | \$10.00                                               |                                                                                    |
| Business Name and Address                                                                                                                                                                                                                                                                                                                                                                                                |                    | Business Name and Location                            |                                                                                    |
| QUALIS GENERAL CONTRACTORS LLC<br>8527 TRAIL WIND DR<br>TAMPA FL 33647                                                                                                                                                                                                                                                                                                                                                   |                    | BRYCEN HERMAN<br>8527 TRAIL WIND DR<br>TAMPA FL 33647 |                                                                                    |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2024

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).

| <b>PRODUCER</b><br>Gaslamp Insurance Services, LLC<br>Brent Nelson<br>2244 Faraday Avenue #125 Carlsbad, CA 92008 | <b>CONTACT NAME:</b> Customer Service Department<br><b>PHONE (A/C, No, Ext):</b> (800) 920-4125<br><b>FAX (A/C, No):</b> (800) 920-4107<br><b>E-MAIL ADDRESS:</b>                                                                                                                                                                                                                     |                                 |        |                                               |       |                                       |       |            |  |            |  |            |  |            |  |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------|-----------------------------------------------|-------|---------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>QUALIS GENERAL CONTRACTORS LLC<br>8527 Trail Wind Drive,<br>Tampa, FL 33647                     | <table><tr><th>INSURER/ (S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Sutton Specialty Insurance Company</td><td>16848</td></tr><tr><td>INSURER B: Progressive Express Ins Co</td><td>10193</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER/ (S) AFFORDING COVERAGE | NAIC # | INSURER A: Sutton Specialty Insurance Company | 16848 | INSURER B: Progressive Express Ins Co | 10193 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER/ (S) AFFORDING COVERAGE                                                                                   | NAIC #                                                                                                                                                                                                                                                                                                                                                                                |                                 |        |                                               |       |                                       |       |            |  |            |  |            |  |            |  |
| INSURER A: Sutton Specialty Insurance Company                                                                     | 16848                                                                                                                                                                                                                                                                                                                                                                                 |                                 |        |                                               |       |                                       |       |            |  |            |  |            |  |            |  |
| INSURER B: Progressive Express Ins Co                                                                             | 10193                                                                                                                                                                                                                                                                                                                                                                                 |                                 |        |                                               |       |                                       |       |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                       |                                 |        |                                               |       |                                       |       |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                       |                                 |        |                                               |       |                                       |       |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                       |                                 |        |                                               |       |                                       |       |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                       |                                 |        |                                               |       |                                       |       |            |  |            |  |            |  |            |  |

**COVERAGES****CERTIFICATE NUMBER:** 303276/-002**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                               | ADDL INSD                         | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                              |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------|-----------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |                                   |          | ISCP04000025143 | 03/06/2024              | 03/06/2025              | EACH OCCURRENCE \$ \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000<br>MED EXP (Any one person) \$ \$5,000<br>PERSONAL & ADV INJURY \$ \$1,000,000<br>GENERAL AGGREGATE \$ \$2,000,000<br>PRODUCTS - COMP/OP AGG \$ \$1,000,000 |
|          | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                |                                   |          | 957367542       | 04/12/2024              | 04/12/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                         |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                            |                                   |          |                 |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                                  |
|          | <input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y / N<br><input type="checkbox"/> | N / A    |                 |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                    |

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

Additional Insured also applies to Commercial/ Business Auto. City of Sanford is/are named as Additional Insured, to the extent provided in the attached form(s).

\*Additional Insured status is subject to all policy terms, exclusions and conditions

**CERTIFICATE HOLDER****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

Bruce Carlile

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2024

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).

|                                                                                                                   |                                                                                                                |                       |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>PRODUCER</b><br>Risk Transfer Insurance Agency, LLC<br>47 E. Robinson Street<br>Suite 200<br>Orlando, FL 32801 | <b>CONTACT NAME:</b> Certificates<br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b> certs@peopaygo.com | <b>FAX (A/C, No):</b> |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                              |                                                                                                                | <b>NAIC #</b>         |
| INSURER A :Service American Indemnity Company                                                                     |                                                                                                                | 39152                 |
| <b>INSURER B :</b>                                                                                                |                                                                                                                |                       |
| <b>INSURER C :</b>                                                                                                |                                                                                                                |                       |
| <b>INSURER D :</b>                                                                                                |                                                                                                                |                       |
| <b>INSURER E :</b>                                                                                                |                                                                                                                |                       |
| <b>INSURER F :</b>                                                                                                |                                                                                                                |                       |

|                                                                                                                             |  |
|-----------------------------------------------------------------------------------------------------------------------------|--|
| <b>INSURED</b><br>OCMI III, Inc dba PEOPayGo<br>225 E Dania Beach Blvd, Suite 120<br>Dania Beach, FL 33004<br>United States |  |
|-----------------------------------------------------------------------------------------------------------------------------|--|

**COVERAGES**

CERTIFICATE NUMBER:WHDPNNYG

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                       | ADDL INSD | SUBR WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:        |           |          |                   |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                                                |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                       |           |          |                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                             |           |          |                   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A |           |          | RT24MWC7470174003 | 01/01/2024              | 01/01/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000<br>\$<br>\$<br>\$<br>\$<br>\$ |

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

The Officer(s) for OCMI III, Inc. is/are not included under the Workers' Compensation policy listed above as marked "Y".

Coverage provided for all leased employees but not subcontractors of: Qualis General Contractors, LLC (added 4/14/2022)(termed 9/18/2022)(reinstated 11/01/2022)

**CERTIFICATE HOLDER****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



## 4-Court Configuration (BT-09AJ)

### 4 Court Set up

## Instructions

- When pasting content, please use Paste Special as Text without formatting.
- You can only submit text based responses, please do not use images or formulas.
- Please do not change the structure of any of the worksheets. Only edit the content within the cells.
- Any additional information outside of the given structure of the worksheets will not be considered.
- Please do not save this file in a different format. Saving this file as a PDF or Excel file will not be accepted.
- Please follow the instructions provided along with this file to submit your responses.
- You must bid on every item. To do so, all of the editable cells must be filled out.
- Please do not use Excel formulas in your responses.
- If you have any questions regarding the content of this file, please contact Bonfire at 813-291-1234.
- If you have any technical problems, please contact Bonfire at 813-291-1234.

)

out any formatting.

special characters like emojis.

Changing the structure will invalidate your submission.

worksheets will not be visible to the purchaser.

e in a different format will invalidate your submission.

submit it back to Bonfire.

for the item must contain a valid value.

ase contact the appropriate purchaser.

Support@GoBonfire.com.

# Responses

**Success: All data is valid!**

| Status | # |
|--------|---|
|--------|---|

## 4-Court Configuration

|                                     |      |
|-------------------------------------|------|
| <b>Success: All values provided</b> | #1-1 |
| <b>Success: All values provided</b> | #1-2 |
| <b>Success: All values provided</b> | #1-3 |
| <b>Success: All values provided</b> | #1-4 |
| <b>Success: All values provided</b> | #1-5 |
| <b>Success: All values provided</b> | #1-6 |
| <b>Success: All values provided</b> | #1-7 |
| <b>Success: All values provided</b> | #1-8 |



|                                     |       |
|-------------------------------------|-------|
| <b>Success: All values provided</b> | #1-9  |
| <b>Success: All values provided</b> | #1-10 |
| <b>Success: All values provided</b> | #1-11 |
| <b>Success: All values provided</b> | #1-12 |
| <b>Success: All values provided</b> | #1-13 |
| <b>Success: All values provided</b> | #1-14 |
| <b>Success: All values provided</b> | #1-15 |
| <b>Success: All values provided</b> | #1-16 |
| <b>Success: All values provided</b> | #1-17 |
| <b>Basket Total</b>                 |       |

**Contingency - Do Not Change**

|                                     |      |
|-------------------------------------|------|
| <b>Success: All values provided</b> | #2-1 |
| <b>Basket Total</b>                 |      |

**Additive Alternates**

|                                     |      |
|-------------------------------------|------|
| <b>Success: All values provided</b> | #3-1 |
| <b>Basket Total</b>                 |      |

|                    |  |
|--------------------|--|
| <b>Grand Total</b> |  |
|--------------------|--|

| Item Description | Quantity<br>Required |
|------------------|----------------------|
|------------------|----------------------|

|                                         |     |
|-----------------------------------------|-----|
| <b>Mobilization</b>                     | 1   |
| <b>Maintenance of Traffic</b>           | 1   |
| <b>Sediment Barrier</b>                 | 420 |
| <b>Soil Tracking Prevention Devices</b> | 1   |
| <b>Clearing &amp; Grubbing</b>          | 0.4 |
| <b>Embankment</b>                       | 225 |
| <b>Regular Excavation</b>               | 117 |
| <b>Valves Boxes, Adjust</b>             | 4   |

|                                                                |     |
|----------------------------------------------------------------|-----|
| <b>Concrete Sidewalk and Driveways, 4" Thick</b>               | 50  |
| <b>Fencing, Type B Vinyl, 0.0-5.0', Standard</b>               | 325 |
| <b>Fencing, Type B Vinyl, 7.1'-8.0', Standard</b>              | 290 |
| <b>Fence Gate, Type B Vinyl, Single, 0.0-6.0',<br/>Opening</b> | 5   |
| <b>Performance Turf, Sod</b>                                   | 980 |
| <b>Trash Receptacle</b>                                        | 4   |
| <b>Pickleball Court Installation</b>                           | 4   |
| <b>Light Pole Foundations*</b>                                 | 1   |
| <b>Electrical Conduit*</b>                                     | 1   |
|                                                                |     |



|                                                               |          |
|---------------------------------------------------------------|----------|
| <b>Owner's Contingency (Do not adjust) Enter<br/>\$20,000</b> | <b>1</b> |
|                                                               |          |

|                                    |          |
|------------------------------------|----------|
| <b>Light Posts &amp; Fixtures*</b> | <b>1</b> |
|                                    |          |

|  |  |
|--|--|
|  |  |
|--|--|

|                     | Numeric    |            |
|---------------------|------------|------------|
| Unit of Measurement | Unit Price | Total Cost |

|    |              |              |
|----|--------------|--------------|
| LS | \$ 75,807.00 | \$ 75,807.00 |
| LS | \$ 350.00    | \$ 350.00    |
| LF | \$ 2.83      | \$ 1,189.99  |
| EA | \$ 200.00    | \$ 200.00    |
| AC | \$ 0.00      | \$ 0.00      |
| CY | \$ 0.00      | \$ 0.00      |
| CY | \$ 59.23     | \$ 6,930.26  |
| EA | \$ 495.00    | \$ 1,980.00  |

included in item #1-7

included in item #1-7

|    |              |                      |
|----|--------------|----------------------|
| SY | \$ 119.68    | \$ 5,984.00          |
| LF | \$ 40.46     | \$ 13,148.85         |
| LF | \$ 60.05     | \$ 17,414.21         |
| EA | \$ 1,039.00  | \$ 5,195.00          |
| SY | \$ 0.00      | \$ 0.00              |
| EA | \$ 410.00    | \$ 1,640.00          |
| EA | \$ 30,311.50 | \$ 121,246.00        |
| LS | \$ 13,800.00 | \$ 13,800.00         |
| LS | \$ 16,100.00 | \$ 16,100.00         |
|    |              | <b>\$ 280,985.31</b> |

excluded, not in contract per add

|    |              |                     |
|----|--------------|---------------------|
| LS | \$ 20,000.00 | \$ 20,000.00        |
|    |              | <b>\$ 20,000.00</b> |

|    |              |                     |
|----|--------------|---------------------|
| LS | \$ 52,720.00 | \$ 52,720.00        |
|    |              | <b>\$ 52,720.00</b> |

|  |  |                      |
|--|--|----------------------|
|  |  | <b>\$ 353,705.31</b> |
|--|--|----------------------|





lendum 1

|                                                                                                                    |                          |                                                 |              |                                                                  |               |                                                                        |              |                                      |              |
|--------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------------------|--------------|------------------------------------------------------------------|---------------|------------------------------------------------------------------------|--------------|--------------------------------------|--------------|
| BID PROPOSAL TABULATION/CITY OF TARPON SPRINGS<br><b>Note: This is a preliminary summary. THIS IS NOT AN AWARD</b> |                          | OPENED: May 22, 2024; 3:00 p.m. (EST)           |              | BID TITLE: 240110-B-JL-Safford Fitness Park<br>PickleBall Courts |               | READ BY: Janina Lewis<br>TABBED BY: Janina Lewis<br>DEPT: Public Works |              |                                      |              |
| ITEM/<br>QUANTITY                                                                                                  | BIDDER>>><br>DESCRIPTION | Augustine Construction Inc., Tarpon Springs, FL |              | C&T Contracting Services, Tampa FL                               |               | Gulf American Construction, Lutz FL                                    |              | Qualis General Contractors, Tampa FL |              |
|                                                                                                                    |                          | UNIT                                            | TOTAL        | UNIT                                                             | TOTAL         | UNIT                                                                   | TOTAL        | UNIT                                 | TOTAL        |
| BT-34HZ                                                                                                            | 2-Court Construction     | LS                                              | \$178,929.25 | LS                                                               | \$278,403.71  | LS                                                                     | \$233,675.00 | LS                                   | \$180,886.00 |
|                                                                                                                    | Contingency              | LS                                              | \$20,000.00  | LS                                                               | \$20,000.00   | LS                                                                     | \$20,000.00  | LS                                   | \$20,000.00  |
| Subtotal                                                                                                           |                          | LS                                              | \$198,929.25 | LS                                                               | \$298,403.71  | LS                                                                     | \$253,675.00 | LS                                   | \$200,886.00 |
| Add Alt 1                                                                                                          | 2 Court Configuration    | LS                                              | \$34,740.00  | LS                                                               | \$71,400.00   | LS                                                                     | \$54,300.00  | LS                                   | \$52,720.00  |
| Subtotal                                                                                                           |                          | LS                                              | \$233,669.25 | LS                                                               | \$369,803.71  | LS                                                                     | \$307,975.00 | LS                                   | \$253,606.00 |
| Total                                                                                                              | 2 Court Configuration    | LS                                              | \$233,669.25 | LS                                                               | \$369,803.71  | LS                                                                     | \$307,975.00 | LS                                   | \$253,606.00 |
| BT-29RY                                                                                                            | 3 Court Configuration    | LS                                              | \$247,486.65 | LS                                                               | \$ 331,411.83 | LS                                                                     | \$303,805.00 | LS                                   | \$233,161.00 |
|                                                                                                                    | Contingency              | LS                                              | \$20,000.00  | LS                                                               | \$ 20,000.00  | LS                                                                     | \$20,000.00  | LS                                   | \$20,000.00  |
| Subtotal                                                                                                           |                          | LS                                              | \$267,486.65 | LS                                                               | \$ 351,411.83 | LS                                                                     | \$323,805.00 | LS                                   | \$253,161.00 |
| Add Alt 1                                                                                                          | 3 Court Configuration    | LS                                              | \$52,340.00  | LS                                                               | \$ 72,400.00  | LS                                                                     | \$54,300.00  | LS                                   | \$52,720.00  |
| Subtotal                                                                                                           |                          | LS                                              | \$319,826.65 | LS                                                               | \$ 423,811.83 | LS                                                                     | \$378,105.00 | LS                                   | \$305,881.00 |
| Total                                                                                                              | 3 Court Configuration    | LS                                              | \$319,826.65 | LS                                                               | \$ 423,811.83 | LS                                                                     | \$378,105.00 | LS                                   | \$305,881.00 |
| BT-09AJ                                                                                                            | 4 Court Configuration    | LS                                              | \$312,669.20 | LS                                                               | \$ 390,390.48 | LS                                                                     | \$376,810.00 | LS                                   | \$287,061.00 |
|                                                                                                                    | Contingency              | LS                                              | \$20,000.00  | LS                                                               | \$ 20,000.00  | LS                                                                     | \$20,000.00  | LS                                   | \$20,000.00  |
| Subtotal                                                                                                           |                          | LS                                              | \$332,669.20 | LS                                                               | \$ 410,390.48 | LS                                                                     | \$396,810.00 | LS                                   | \$307,061.00 |
| Add Alt 1                                                                                                          | 4 Court Configuration    | LS                                              | \$68,879.00  | LS                                                               | \$ 72,400.00  | LS                                                                     | \$54,300.00  | LS                                   | \$52,720.00  |
| Subtotal                                                                                                           |                          | LS                                              | \$401,548.20 | LS                                                               | \$ 482,790.48 | LS                                                                     | \$451,110.00 | LS                                   | \$359,781.00 |
| Total                                                                                                              | 4 Court Configuration    |                                                 | \$401,548.20 | LS                                                               | \$ 482,790.48 | LS                                                                     | \$451,110.00 | LS                                   | \$359,781.00 |
|                                                                                                                    | Bid Bond Y/N ?           |                                                 | Y            |                                                                  | Y             |                                                                        | Y            |                                      | Y            |
| Prices are considered fair and reasonable based on competition. Janina Lewis 5/24/2024                             |                          |                                                 |              |                                                                  |               |                                                                        |              |                                      |              |

*Janina Lewis*

5/24/2024

## Summary

Overall Rating 4.83 out of 5

## Reference Checks - Qualis General Contractors

|                                   |                                                                                                              |                                                                                                                                                                |                                                                         |  |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|--|
|                                   |                                                                                                              |                                                                                                                                                                |                                                                         |  |
| Spoke to:                         | City of Lake Alfred/John Deaton                                                                              | City of Sanford/Robert Beall                                                                                                                                   | Tampa Museum of Art/David Lee                                           |  |
| Scale of 1-5 (1= worst / 5= best) |                                                                                                              |                                                                                                                                                                |                                                                         |  |
| 1. Quality of Work:               | 5                                                                                                            | 5                                                                                                                                                              | 4.5                                                                     |  |
| 2. Schedule/timely completion:    | 5                                                                                                            | 5-on submittals                                                                                                                                                | 5                                                                       |  |
| 3. Compliance with budget:        | 5                                                                                                            | 5                                                                                                                                                              | 5                                                                       |  |
| 4. Resolution of disputes:        | 5                                                                                                            | N/A                                                                                                                                                            | 5                                                                       |  |
| 5. Overall performance:           | 5                                                                                                            | 5                                                                                                                                                              | 5                                                                       |  |
| Notes:                            | Contractor was very responsive, finished on time, and the City received high praise on the finished product. | This project just kicked off a few weeks ago. Very responsive and communicative, submittals coming in on time, no issues, 6 courts and 2 tennis courts project | Did great work, still use them on several projects around the facility. |  |
|                                   |                                                                                                              |                                                                                                                                                                |                                                                         |  |



## Board of Commissioners

### Memorandum

**Date:** June 4, 2024  
**To:** Mayor and Board of Commissioners  
**Through:** Mark LeCouris, City Manager  
**From:** Jeff Young, Police Chief  
**Subject:** Authorize City Manager and Police Chief to work with Regulatory Agencies for Approval to Widen the Period of Excluding Motorized Boats/Watercrafts in the Spring Bayou Area **(15 Minutes)**

### Recommendation

Approve to authorize City Manager and Police Chief to work with Regulatory Agencies for Approval to widen the periods of Excluding Motorized Boats/Watercrafts in the Spring Bayou area.

### Background

The City has received calls of concern regarding the Manatees coming into Spring Bayou earlier than the posted date of November 15th for the no motorized vessel exclusion zone established within City Ordinance 5-28 Manatee Protection (g) Special exclusion zone: No motorized or self-propelled vessels shall be operated within Spring Bayou from November 15 through March 31 of any given year. The Board of Commissioners may give permission to motorized vessels to use Spring Bayou for the Christmas Boat Parade or Epiphany celebrations at least two weeks prior to the event.

### Funding

TBD

### Strategic Plan Objective

Goal B.1.4: Maintain navigable river and waterways.

MEMORANDUM

Date: May 30, 2024

From: Costa Vatikiotis, Mayor



To: City Commission

Subj: Widening timeframe of Manatee Exclusion Zone (Ord 5-28, attached)

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I believe last year we still had manatees in Spring Bayou as late as May. There was a brief discussion or public comments concerning the manatees remaining longer in the Bayou. At that time, we suggested that we should consider widening the timeframe for prohibiting motorized boats and watercraft in the exclusion zone. It was pointed out by Police Chief Young that there is a process that the City must follow with the regulatory agencies to provide for a change.

This agenda item is to authorize the City Manager to seek a change for widening the timeframe for the exclusion zone from currently November 15<sup>th</sup> through March 31<sup>st</sup> to November 1<sup>st</sup> through June 1<sup>st</sup>. If approval is given by the regulatory agencies, Ordinance 5-28 must still be amended to effect the change.

I also recognize that the regulatory agencies may balk at the width of the proposed timeframe. As such, if we move forward, I request that the City Manager be given flexibility to agree to some lesser timeframe if necessary.

In addition to the Manatee Protection ordinance, I have attached a letter from Ms. Lucy Cornett. I do not know Ms. Cornett, but she provided some interesting information that I did not know concerning Tarpon Springs. Specifically, Spring Bayou is on Florida's list of "Best Springs to See Manatees."

Ms. Cornett also made recommendations on how we can better protect manatees. The recommendations are straight forward and seem to be typical of proposed protective measures elsewhere. One is to increase awareness. In that regard, the City Manager and Ms. Harbert, our grant writer, have just applied for a grant to purchase educational signs, primarily for children, but nevertheless useful for everyone. These would be displayed on the west side of Spring Bayou. Another recommendation was to advocate outfall regulations of power plants to discourage manatees from seeking refuge in the outfall canal's warm waters. The Commission can authorize a letter be sent on behalf of the City to the responsible agency. As of this writing, I was not planning on forwarding such a letter from myself individually simply because I do not know much about the issue. Ms. Cornett's last recommendation is to have stricter regulations concerning motorized boat and watercraft which is the topic of this agenda item.

To summarize, this agenda simply seeks to authorize the City Manager to seek a widening of the timeframe to our Manatee protection exclusion zone to November 1<sup>st</sup> through June 1<sup>st</sup> subject to the regulatory agencies approval.

Thank you.



- **§ 5-28. - MANATEE PROTECTION.**

**SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL  
SECTIONCOMPARE VERSIONS**

(a)

*Purpose.* The purpose of this section shall be to protect the West Indian Manatee from the dangers presented by motor propelled or artificially propelled vessels of all types.

(b)

*Definitions.* For the purpose of this section, the following terms, phrases, words and derivations shall have the meaning given herein. When not inconsistent with the 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 words "shall" is always mandatory and not merely directory.

1.

"Vessel" means a motor-propelled or artificially propelled vehicle and every other description of boat, watercraft, barge, and airboat other than a seaplane on the water, used or capable of being used as a means of transportation on the water, including jet skis, and other personal watercraft.

2.

"Person" means any individual, partnership, firm, corporation, association or other entity.

3.

"Operate" means to navigate or otherwise use any vessel in, on or under the water.

(a)

"Idle speed" means the minimum speed that will maintain steerage way of a motorboat.

4.

"Idle speed zone" means an area where vessels may not be operated at greater than "Idle speed".

5.

"Spring and Whitcomb Bayous" means these waterways as appearing on the Exhibit A attached hereto [attached to Ordinance No. 2001-36] and is inclusive of adjacent waterways and tributaries south of the Beckett Draw Bridge, a/k/a the Yacht Club Bridge.

(c)

*Area regulated.* The area regulated by the provisions of this section shall be all public waters, creeks, bayous, canals and channels comprising Spring Bayou, Whitcomb Bayou, Minetta Bayou, Inness Bayou, the tributary adjacent to Baynard Bridge and all public waters, creeks, bayous, canals and channels adjacent to Moorings Cove Drive and connected to Whitcomb Bayou and all other such public waters, creeks, bayous, canals and channels signed or designated by direction of the City Commission or City Manager as "Manatees-Idle Speed" or similar terms.

(d)

*Means of enforcement.* The provisions of this section shall be enforced by members of all duly authorized law enforcement agencies.

(e)

*Prohibited acts.* It shall be a violation of this section for any vessel to traverse the waterways within the areas regulated by this section at a speed greater than "idle speed" from November 15 through March 31 of any given year.

(f)

*Exemptions.* Exempt from the provisions of this section shall be any Florida Marine Patrol, Pinellas County Sheriffs Department and/or other official craft and craft operating under emergency conditions while in the performance of their official duties or operations in an emergency.

(g)

*Special exclusion zone.* No motorized or self-propelled vessels shall be operated within Spring Bayou from November 15 through March 31 of any given year. The Board of Commissioners may give permission to motorized vessels to use Spring Bayou for the Christmas Boat Parade or Epiphany celebrations at least two weeks prior to the event.

(h)

*Conflict.* In the event that any provision in this section is found to be in conflict with any other City of Tarpon Springs ordinance regarding the same subject, the more restrictive ordinance shall apply.

(Ord. 2000-16, passed 5-2-00; Am. Ord. 2001-36, passed 3-26-02)

Dear Mayor Vatikiotis,

My name is Lucy Cornett. I am writing out of concern for the conservation and restoration of Florida manatees and their habitat. As I am sure you are aware manatees often spend the winter months in the warmer, shallower bayous of Tarpon Springs. The manatees are in these bayous for three to four months of the year if not longer. They are well known to inhabit these bayous and draw large crowds when they come to the more populated bayous.

Manatees are very docile creatures and are known to be gentle and friendly. They are herbivores who spend much of their time eating grasses found on the sea floor. Manatees are a large tourist draw for Tarpon Springs and each year people flock to the bayous in hopes of seeing one of these gentle giants. Whole industries have been built surrounding them including boat tours, kayak tours, and walking tours. There are also many sanctuaries where you can go and "visit" the manatees. Tarpon Springs has been named one of the best places to come and see the manatees in the wild("Best Springs to See Manatees"). From this comes a large tourist industry which can benefit Tarpon Springs as a whole.

However, the manatees in Tarpon Springs are in danger. Each year they face increasing threats primarily from human activity. Humans often try and touch manatees which can be very harmful and disruptive to their behavior (Aipanjiguly et al.; Reep and K). Water pollution especially from large power plants has led to increasingly harmful migratory patterns in manatees by creating false warm waters during the winter months(Laist et al.). Lastly, human boat activity alone accounts for over one-quarter of manatee deaths per year on the Gulf Coast of Florida(Buckingham et al.). If these threats to manatees are allowed to continue the manatee population will dwindle to even lower numbers. There are solutions to these problems. I propose three steps that can be implemented to help conserve and restore the manatee populations not



only in Tarpon Springs but everywhere. The first is to increase awareness of laws regarding the touching of manatees. By increasing enforcement of the Florida Manatee Sanctuary Act, incidents involving direct manatee interaction can be decreased. Secondly, by advocating for regulations of power plants and the water outfall from them it will help to promote the manatees away from inhabiting the warm runoff waters. The effect of runoff is not yet fully understood but has shown early signs of being dangerous to all sea life including manatees. Lastly implementing stricter regulations and increasing enforcement of laws surrounding watercraft such as boats and jet skis in and around Tarpon Springs could serve to increase the manatee population. Boats are the largest threat to manatees and by decreasing boat activity or increasing operator education boats could share the waters safely with manatees.

Manatees are migratory animals moving from the open ocean in the summer to natural springs and bayous during the colder winter months. They are very sensitive to cold which leads them to seek pockets of warmth known as warm-water refuges. Over 60% of Florida manatees migrate to warmer waters such as bayous, natural springs, and/or power plant runoff zones (Laist et al.; Reep and K). These migrations often lead them to more populated areas such as the bayous in Tarpon Springs. In doing so it increases their risk of human disturbances such as humans attempting to touch them. Under the Florida Manatee Sanctuary Act, it is illegal to touch or disturb a manatee ("Viewing Guidelines"). This law is often ignored or not known about which gives rise to many problems. Disturbing them it can alter their natural avoidance of things such as boats and humans making them more susceptible to harm (Rycyk et al.). Disturbing them has also been shown to alter their preferences for warm water refuges. If the touching and disturbing of manatees continues in Tarpon Springs fewer manatees will frequent the bayous making the tourist draw to these bayous decrease. I propose an increase in education and



enforcement of the Florida Manatee Sanctuary Act. Increasing the knowledge of the risks manatees face when disturbed could decrease the amount they are disturbed. By having stricter enforcement of the act, it can also help show the severity of the issue.

Water pollution is a problem for all sea life. Manatees are directly affected by water pollution. A recent study shows that 48.5% of all manatees migrate to waters near power plants during the winter (Laist et al.). The water runoff from these plants is warm and leads to increased temperature creating an artificial warm-water refuge. Manatees used to solely rely on bayous and natural springs as warm-water refuges but are now more heavily relying on the power plant water which gives rise to many problems. Aside from this shift in behavior, the long-term effect of these power plants has not yet been studied. However, a study done in China on thermal outfall from power plants has shown that runoff water can increase the internal body temperature of marine species (Huang et al.). This could be very dangerous for manatees as it may increase their already high susceptibility to the cold. As more studies are done on the effect of powerplant outfall on manatees it will become increasingly important to draw manatees away from these runoff waters. A large step in this will be to slowly advocate for more regulations of power plants. If there are better regulations regarding the water runoff from these plants, it is less likely the temperature surrounding the plants will continue to increase. This will drive the manatees away from the plants and back to the bayous around Tarpon Springs.

Boating and watercraft activities are some of the most popular free-time activities in Florida. There are over 1 million boats registered each year according to the Florida Fish and Wildlife Conservation Commission ("FWC Releases 2022 Boating Accident Statistical Report"). In Tarpon Springs alone there are over ten marinas with registered boats, not including private boat ramps and launch sites. This cause results in a large watercraft presence in the waterways

flowing through Tarpon Springs and the open ocean surrounding the city. As the number of boats has gone up so has the number of wildlife collisions. Collisions account for nearly 30% of manatee deaths per year causing boats to be the biggest threat to manatee survival(Buckingham et al.; Aipanjiguly et al.). In Tarpon Springs there are regulations such as speed zones/no wake zones and "off-limit" zones. These zones are often unenforced making it very difficult for manatees to safely live in these waters. Boaters are often unaware of the manatee's presence and the speed regulations leading to an increased risk of collision. Increasing the education of boaters can help to decrease the number of manatee collisions. A non-profit known as Manatee Watch is effective in other manatee-inhabited waters. Manatee Watch will send volunteers to boat launches and to approach boats in the open water to help educate about manatees and the risks they face from boaters. They will also teach how to safely drive boats through manatee habitat and how to look for the signs of manatees being nearby. This has shown to be effective in raising concern and increasing education in the areas where Manatee Watch is active(*Manatee Watch*). By implementing a non-profit such as Manatee Watch in Tarpon Spring it could decrease the number of collisions. It could also be effective to have a manatee safety course as a requirement to register a boat in Tarpon Springs. Although this has not yet been tried it could prove effective in decreasing collisions.

Overall, I urge you to act on this letter. Manatees are a large tourist draw providing Tarpon Springs with hundreds of visitors per year. From walking tours to boat tours, manatees have a draw to them resulting in many people adoring these creatures. More than that manatees are gentle creatures who deserve a future.

Best regards,

Lucy Cornett

A handwritten signature in cursive script, appearing to read 'Lucy C.', written in dark ink.

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City Commission  
Tarpon Springs

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# Manatee Protection Zones

## What are Manatee Protection Rules?



Manatee protection rules are rules that are established by FWC to restrict the speed and operation of vessels where necessary to protect manatees from harmful collisions with vessels and from harassment. In areas that are especially important to manatees, the rules can prohibit or limit entry into an area as well as restrict what activities can be performed in the area. FWC is authorized to adopt these rules by the Manatee Sanctuary Act, 379.2431(2), Florida Statutes (FS). The rules appear in Chapter 68C-22 of the Florida Administrative Code (FAC). [Click here for maps of these](#)

[areas.](#)

## Local Government Ordinance

Local governments can also establish manatee protection zones through the adoption of a local ordinance. These zones must be approved by FWC before they can take effect, as required by 379.2431(2)(p),FS. Local manatee protection zones cannot include waters within the main marked channel of the Florida Intracoastal Waterway or waters within 100 feet thereof.

## Rationale for Reducing Vessel Speeds

The rationale for reducing vessels speeds to reduce risks to manatees is discussed in a peer-reviewed paper FWC staff authored in 2007: [Calleson, CS, and RK Frohlich. 2007. Slower boat speeds reduce risks to manatees. Endangered Species Research. Vol. 3, pp. 295-304.](#)

[Ongoing and recent rule making actions.](#)

## How are Manatee Protection Rules Established?

FWC's manatee protection rule making process is described in Rule 68C-22.001, FAC. The process is started when the FWC evaluates all available information and determines that a new or amended rule may be warranted.

**Note:** The initial step of identifying an area to be evaluated can be undertaken internally by FWC or can be done by someone outside of FWC by submitting a request. The December 2007 Manatee Management Plan describes the factors FWC considers when prioritizing areas to be reviewed.





Many different factors are considered when the need for a rule is evaluated. The most important factors are typically the amount and types of manatee use and boating use in the area in light of the available habitat and waterway characteristics (depth, visibility, width of the waterway, etc.).

Once FWC has decided that a new or amended rule may be needed, it must follow the rule making procedures required by the Administrative Procedures Act (Chapter 120, FS), the Manatee Sanctuary Act, and the Uniform Rules of Procedure related to rule making (28-103, FAC). These statutes and rules should be consulted for a detailed description of the process; however, the general process is as follows:

1. As required by the Manatee Sanctuary Act, the first step is to notify the affected county government that FWC is considering new or amended zones. The county then has 60 days to form a Local Rule Review Committee (LRRRC). The purpose of the LRRRC is to review the preliminary rule proposal and submit a written report for consideration by the FWC before the FWC Commissioners decide the content of a formal rule proposal.
2. FWC publishes a Notice of Rule Development (NORD) and mails the notice to everyone who has requested to be notified whenever FWC considers rule making for manatee protection purposes in the affected county. The purpose of this notice is to announce to the public that FWC is considering the need for a new or amended rule. Rule Development Workshops can also be held. The timing of this notice can vary. It can occur as early as 60 days after the county is notified (see above) to as late as a week before a Notice of Proposed Rule is published.
3. The FWC submits a preliminary rule proposal and supporting data to the LRRRC. The LRRRC then has 60 days to review the proposal and submit its report to the FWC. The LRRRC report may contain recommended changes to the proposal and if the majority opinion of the LRRRC is not unanimous, the report must also contain a minority opinion.
4. FWC staff then reviews the LRRRC report and prepares a written response to the report as well as a rule proposal for consideration by the FWC Commissioners. (Staff frequently makes changes to the proposal between the preliminary stage and this stage, particularly if the LRRRC or others recommend modifications.) The LRRRC report, staff response to the report, and the rule proposal are then provided to the FWC Commissioners for consideration at a public meeting. This typically occurs at one of the regular FWC meetings that are held during the course of the year.
5. If the FWC Commissioners decide rule making is needed, a Notice of Proposed Rule is published and mailed. Public comments are accepted for 21 days after the notice is published or through the date of the final public hearing, whichever is longer. (A typical comment period is open for several months or more.) At least one public hearing is usually held in the affected county. Any comments the FWC receives during this phase are evaluated to determine if any changes should be made to the proposed rule.
6. The final public hearing is held by the FWC Commissioners, typically at one of the regular FWC meetings that are held during the course of the year. At the conclusion of the final public hearing, the FWC Commissioners decide whether to adopt the proposed rule (with or without changes).
7. If changes are made, a Notice of Change is then published and disseminated.
8. The final step in the rule making process is to file the rule for adoption with Florida's Department of State. Rules become effective 20 days after being adopted, but are not enforceable until signs are posted on the water to notify boaters of the regulations. If areas for which the FWC adopts regulations are also regulated by other governments and/or for other purposes besides manatee protection, the most restrictive regulation applies and is what is posted.

## What kind of Permits are Available to Operate a Vessel in a Protected Area?



[Information for Boat, PWC & Paddle-sport Operators](#)

In some cases, permits are available to allow a person to operate a vessel at speeds greater than those allowed by a manatee protection rule or to enter an area where a rule prohibits or limits access. These permits, which are described in Rule 68C-22.003 of the Florida Administrative Code (F.A.C.), are available in some areas to people engaged in the [activities described here](#):

- Research and Education
- Construction, Maintenance and Repair
- Commercial Fishing
- Professional Fishing Guide
- Waterfront Property Owners or Residents
- Vessel or Motor Manufacturers
- Boat Races

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Pursuant to section 120.74, Florida Statutes, the Fish and Wildlife Conservation Commission has published its **2022 Agency Regulatory Plan**.

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**Florida Fish and Wildlife Conservation Commission (FWC)**  
**Bureau of Protected Species Management (BPSM)**  
**Boat Facility Siting Guide**  
**August 2000**

**DEFINITION**

A boat facility siting plan can be defined as a Commission-approved, county-wide plan for the development of boat facilities (docks, piers, dry storage areas, marinas and boat ramps) which specifies preferred locations for boat facility development based on an evaluation of natural resources, manatee protection needs, and recreation and economic demands. The boat facility siting plan is one component of the Manatee Protection Plan (MPP). It should include, but is not limited to, the following:

1. An inventory of existing boat facilities and natural resources;
2. An evaluation of boat use and traffic patterns;
3. Criteria on which proposed sites will be screened;
4. A list and map of preferred locations, unacceptable locations, and locations which are acceptable with specific conditions;
5. Appropriate dock densities; and
6. Boat facility siting policies including a policy for the expansion of existing boat facilities.

The main goal of the resulting boat facility siting criteria will be to minimize the amount of interaction between manatees and boats. Part of this goal is also to evaluate impacts of boat facility developments on manatee habitats. The resulting criteria should be based on certain baseline information general to all Florida waterways and then tailored to fit the specifics of each county. While the primary concern of BPSM is manatee protection, we recognize that counties will need to consider recreational uses, economic factors and other marine and coastal resource needs. Much of the analysis of water-dependent facilities required by this boat facility siting plan will aid other county planning efforts.

**INFORMATION TO BE ASSESSED**

The following information should be collected in order to select areas appropriate for boat facility development.

1. The boating activity study should provide a detailed overview of boat traffic patterns for the county waterways. It should describe traffic routes (points of origin and destination), the volume and types of boats, seasonal variations of boating patterns, and the types and distribution of boating activities. It should also include inventories of marina facilities, boat ramps and port facilities. Boating studies will vary from county to county depending on the nature of each county's waterways and how they are used locally.

2. Manatee use patterns of county waters should be studied so that when evaluating locations for further water-dependent development, impacts to manatees and their habitats can be minimized. With the assistance of FWC, each county should determine sites of preferred

manatee use and aggregation. The location of travel corridors, freshwater outfalls and warm water refuges should be determined. Seasonal variations of use patterns should be described and mortality information should be analyzed. Most of this information is available from FWC, USFWS and various other entities depending on the county. Manatee use information should be compared and overlaid with the boating patterns information in order to understand how boats and manatees currently interact. Then problem areas can be identified and measures can be developed that will minimize and eliminate problems.

3. Habitat inventories should be done for the location of seagrass beds, freshwater, submerged vegetation, shellfish areas, existing water depths, and water circulation patterns. This information will give details about habitat quality and location, as well as insight into manatee usage of these areas. Some of this information may already exist for some counties and may only need to be checked and updated.

4. Specially-designated areas should be identified, such as Outstanding Florida Waters, aquatic preserves, federal, state and local parks, sanctuaries and research reserves, wildlife refuges, and any other lands set aside for preservation and open space. Some of these areas are not available for boating facility development or have certain restrictions. The process of identifying the locations of these areas will narrow down areas that will need to be screened for potential boat facility development.

5. Existing upland zoning appropriate for marina and boat facility development should be located and displayed on maps. Counties need to consider whether future land use zoning changes will be allowed to change the location of acceptable boat facility sites. If changes will be allowed, counties need to determine and specify how the areas will be evaluated for such changes. Criteria will need to be developed for these changes. Counties may choose not to allow zoning changes that would alter locations where boating facilities may be sited once the MPP is approved. By collecting this information, counties will reduce the number of sites that need detailed evaluation and can direct their efforts toward sites that are available for development of boat facilities. This process should minimize the amount of areas that will need to be studied in depth.

6. An inventory of the location of existing multi-family residential docking facilities should be shown on maps of the county waters. The Department of Environmental Protection's (DEP) Division of State Lands issues submerged land leases for residential docking facilities and marinas. The division defines multi-slip docks as moorings of three or more vessels. The DEP requires permits for dock construction on both private and sovereign submerged lands. Counties should also consider developing a threshold for residential multi-slip dock densities. Some of the more urban counties may have already reached their threshold in many areas because all available lands have already been developed.

7. The location of all existing marinas and boating facilities should be determined and exhibited on maps. A table for existing marinas should be compiled that will show the number



of slips (both wet and dry), a break down of boat types (power vs. sail) and sizes, the percent occupancy (and any seasonal variations), the distance to the nearest inlet, the proximity of existing speed zones and the distance to popular boating destinations. Also, it should be noted if there are any plans for expansion of the current facilities. Much of this information is often obtained in conjunction with the boating study.

8. An inventory of all the boat ramps in the county should be conducted and the locations should be depicted on a map. Information concerning each ramp should be collected such as the number of ramps, the amount of parking (on and off site), and the number of boats launched (with seasonal and weekday/weekend use variations identified). The ramp's proximity to inlets, the ICW and popular boating destinations should be determined. Again, this information should be available from the boating study.

9. An inventory and map showing the locations of port facilities, freight terminals, fuel and transient docks, and boat yards should also be completed for each county. A description of the activities occurring at each of the different types of facilities should be provided. This will be useful when developing criteria for each type of facility that will guarantee appropriate protection for manatees and their habitats. Our office is developing a proposed rule that will address wharf bumpers and fenders. (Please request an update from our office on the status of this rule.)

10. For all of the inventoried information described in points 1-9 above, the information should be exhibited on maps. This will facilitate the spatial analysis that is needed for evaluating areas for boat facility development. For ease of analysis, similar scale maps should be used so that information can be overlaid. The use of a Geographic Information System (GIS), if available, will enhance the mapping process. All of the inventoried information should be considered before choosing a particular scale, especially if GIS is unavailable. Maps for the final boat facility component of the MPP will need to be legible and easy to interpret so that the process of evaluation can be clearly understood.

## **EVALUATION OF DATA**

Once all the information above is compiled, the focus of the detailed analysis can be narrowed by removing lands that are unavailable for boating facilities. Examples may be public wildlife refuges, or areas with conflicting upland land use zoning. The remaining areas will be the focus of the boat facility siting plan.

Next, a search should be made for areas where manatee use patterns and boat use patterns overlap. Areas should be identified where boat use patterns show minimal overlap with manatee use patterns and these should be examined further to evaluate them as preferred marina site locations. It should be determined whether boating activities and facilities located in these areas will affect manatees and their habitats in a negative way and to what degree, if any. Through this evaluation it can be decided whether these areas would be the preferred locations for boating facilities.

In locations where boat/manatee use patterns converge significantly, an assessment should be made of the degree of overlap. Once identified, these locations should be scrutinized carefully to determine if additional boat facilities will significantly impact manatees. The siting plan should specify areas where different types of facilities would be allowed. Additionally, the type of facility proposed (ramp, dry storage, marina, etc.) may be restricted by physical, environmental or operational factors - or by land use. In creating the specific criteria for each area, the local baseline information should be used. The criteria should be customized for each area and be written to allow the size or type of facility that would be best in the area (if allowed at all). For example, certain sized marinas may be allowed in areas with moderate manatee use if seagrasses are not present, dredging is not required, appropriate speed zones are in place and boat slips are limited in number. In areas where seagrasses are present but manatee usage is low, dry storage or ramp facilities may be more appropriate. Counties should consider whether to assign density thresholds for specific areas. For example, several counties have used the 1:100' ratio of power boat slips to amount of linear shoreline owned for areas deemed as essential manatee habitat.

Some general factors to consider in selecting marina and boat facility sites include:

- proximity to inlets and/or the ICW,
- existing water depths adequate for clearance beneath vessels,
- presence of seagrass beds, and/or shellfish harvesting areas (Class 11 waters),
- proximity to popular boating destinations,
- amount of manatee use, and
- distances of boat/manatee use pattern overlap.

Criteria should also be developed for marina expansions. Some areas may not warrant expansion. Some expansion might be considered under specific circumstances. The expansion of existing facilities in some areas may also be the preference over new boat facility development. The percent occupancy of marinas in the adjacent area should be considered when evaluating requests for marina expansions. While demand for boat slips must be addressed by county officials, existing marinas should be used to their fullest capacity before expansions and new marinas are permitted.

Some general criteria to be considered for siting of marina facilities are:

- Expansion of existing facilities may be preferred over new facilities if environmentally sound
- There should be no impact to seagrass,
- Mitigation for seagrass destruction should not be allowed,
- Areas with adequate depth and good flushing which require no new dredging are preferable,
- Locations near inlets and popular boating destinations are preferable,
- Piling construction is preferred over dredge and fill techniques,
- Marinas should not be sited in essential manatee habitats, and
- Marinas should not be situated in areas with high manatee mortality occurrence.

There are also some special considerations for port and associated facilities. Port facilities, freight terminals, fuel and transient docks, and boat yards should require wharf fenders on all new facilities located in manatee habitat areas and require retro-fitting of existing facilities on an established time table if these facilities do not provide adequate clearance through an open-face pier design. Prop guards for tug boats and other large vessels regularly using manatee inhabited waters should be considered once an operationally functional and efficient design is developed. Expansion of port facilities or the development of new facilities should not impact seagrass beds.

The boat facility siting plan should describe the process and discuss the criteria used to evaluate and identify where and how boating facilities would be allowed. It should be clear why certain areas were determined to be unavailable for boating facilities. The whole process of screening and layering mapped resources and areas using specific criteria should be clearly stated in this boat facility siting plan.

A list of references is attached. The staff of BPSM are available to provide assistance to county staff. Please call Mary Morris at (850) 922-4330 or SC 292-4330.

## BOAT FACILITY SITING REFERENCES

- Bell, Frederick W., 1990. Economic Impact of Bluebelting Incentives on the Marina Industry in Florida.
- Cato, James C., 1983. Blue Ribbon Marina Committee, Final Report.
- DNR, 1985. Toward a Proactive Statewide Marina Siting Program.
- DNR, 1989. Recommendations to Improve Boating Safety and Manatee Protection for Florida Waterways, presented at the request of the Governor and the Cabinet, October 24, 1989, Final Report.
- EPA, 1984. Coastal Marinas Assessment Guidance Handbook.
- Hillsborough County City-County Planning Commission, 1985. Understanding the Hillsborough, Searching for Answers on River Resource Management.
- Malony, Frank E., Bram D. E. Canter and Richard G. Hamann, 1980. Legal Aspects of Recreational Marina Siting in Florida, Florida Sea Grant College, Report Number 36.
- Milon, J. Walter and Pamela H. Riddle, 1983. Employment and Sales Characteristics of Florida's Recreational Boating Industry, Florida Sea Grant College, Report Number 52.
- Milon, J. Walter, Gary H. Wilkowske and George L. Brinkman, 1983. Financial Structure and Performance of Florida's Recreational Marinas and Boatyards, Florida Sea Grant College, Report Number 53.
- Milon J. Walter and Charles M. Adams, 1985. The Economic Impact of Florida's Recreational Boating Industry in 1985, Florida Sea Grant College, Technical Paper No. 50.
- Samples, Jay, 1983. Guidelines for Facility.
- Southwest Florida Regional Planning Council, 1984. Marina Siting Survey Southwest Florida.
- Southwest Florida Regional Planning Council, 1995. Southwest Florida Marina Siting Survey.
- St. Lucie County Community Development, 1991. St. Lucie Co., Florida Marina Siting Report.
- Tampa Bay Regional Planning Council, 1984. Tampa Bay Regional Marina Siting Study.
- Treasure Coast Regional Planning Council, 1989. Marina Siting Suitability in the Coastal Estuaries of East Central Florida.
- USEPA, Region IV - Atlanta, 1984. Coastal Marinas Assessment.
- West Florida Regional Planning Council, 1984. Marina Siting Study for West Florida.



## PINELLAS COUNTY MANATEE PROTECTION AREAS AND BOATING RESTRICTED AREAS

For description of zone boundaries see:

68C-22.016 F.A.C for State Manatee Protection Zones last amended 1/18/2016

68D-24.010 F.A.C. State Boating Restricted Areas last amended 10/30/2013

50 CFR part 17.108 for Federal Manatee Protection Areas (9-28-2012 Edition)

For information please call or write to:

Fish and Wildlife Conservation Commission

Division of Habitat and Species Conservation

Imperiled Species Management Section

620 South Meridian Street - Mail Station 6A

Tallahassee, FL 32399-1600

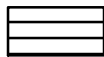
PHONE (850) 922-4330 FAX (850) 922-4338

These maps show ONLY the FWC Manatee Protection Zones, FWC Boating Restricted Areas, and USFWS Manatee Protection Areas (if applicable).

There may also be other Local/State/Federal Zones.

Boaters are advised to abide by the regulations as posted on the water.

### ZONE TYPE LEGEND



No Entry Nov 15 - Mar 31



Slow Speed All Year



Slow Speed Apr 1 - Oct 31

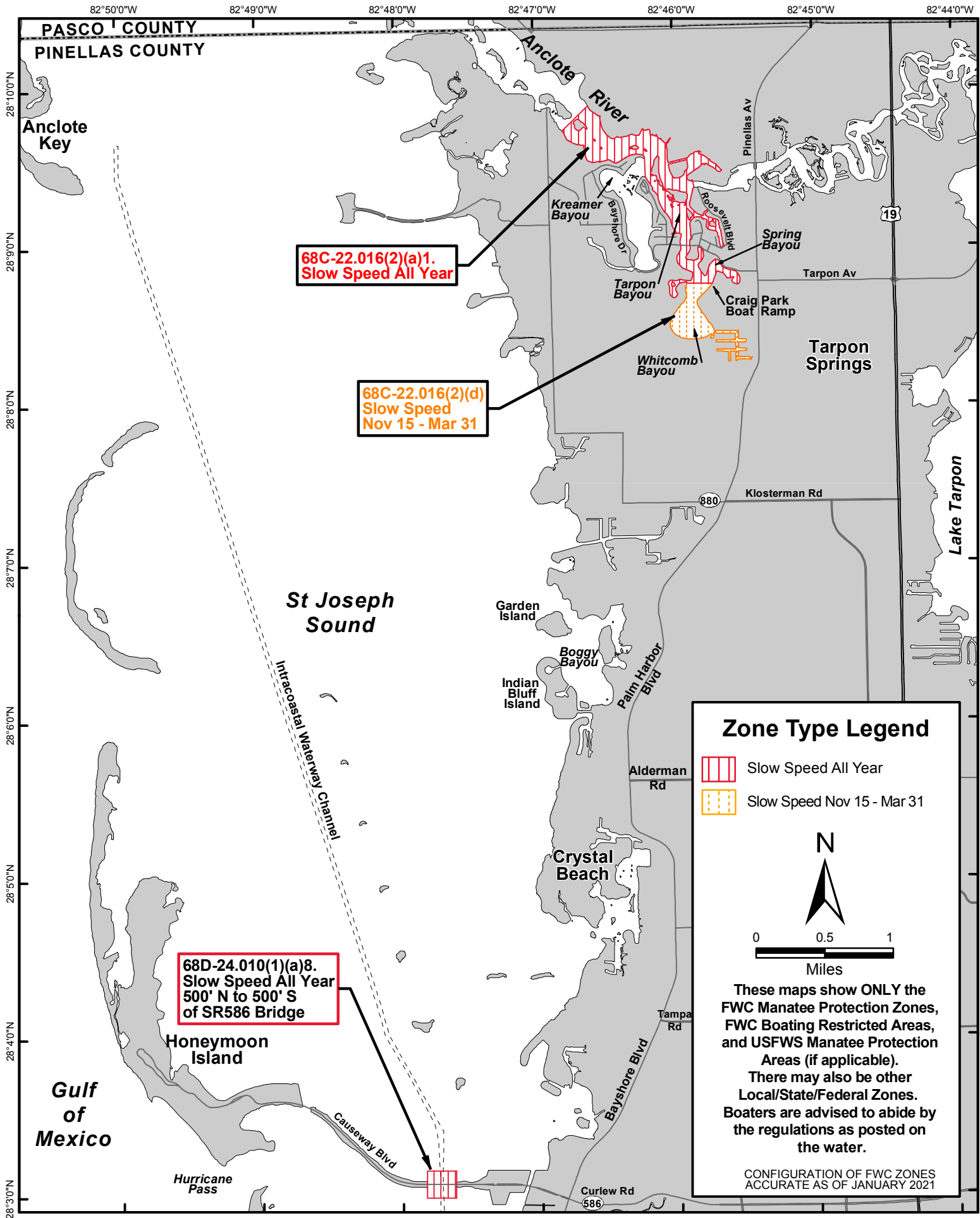


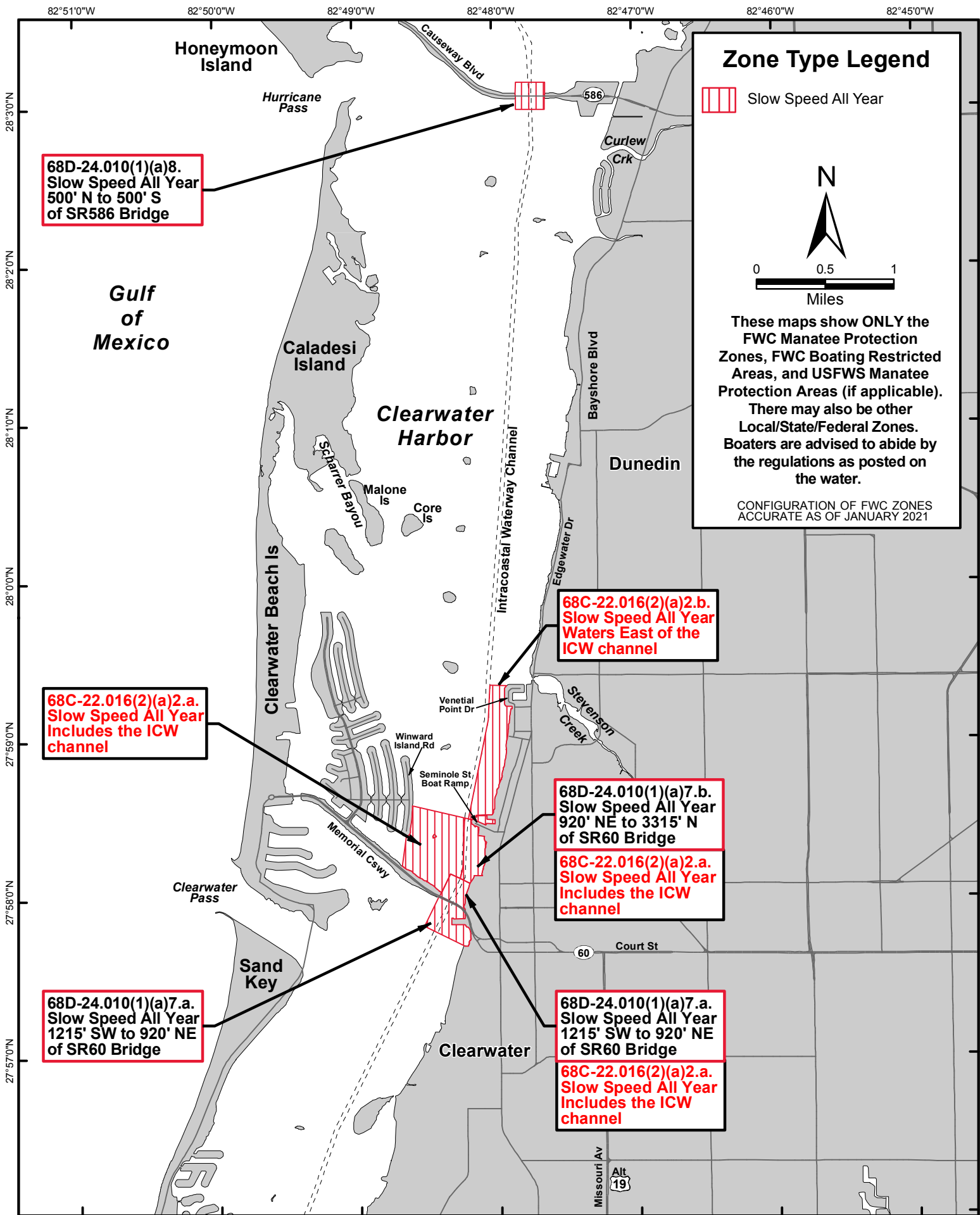
Slow Speed Nov 15 - Mar 31

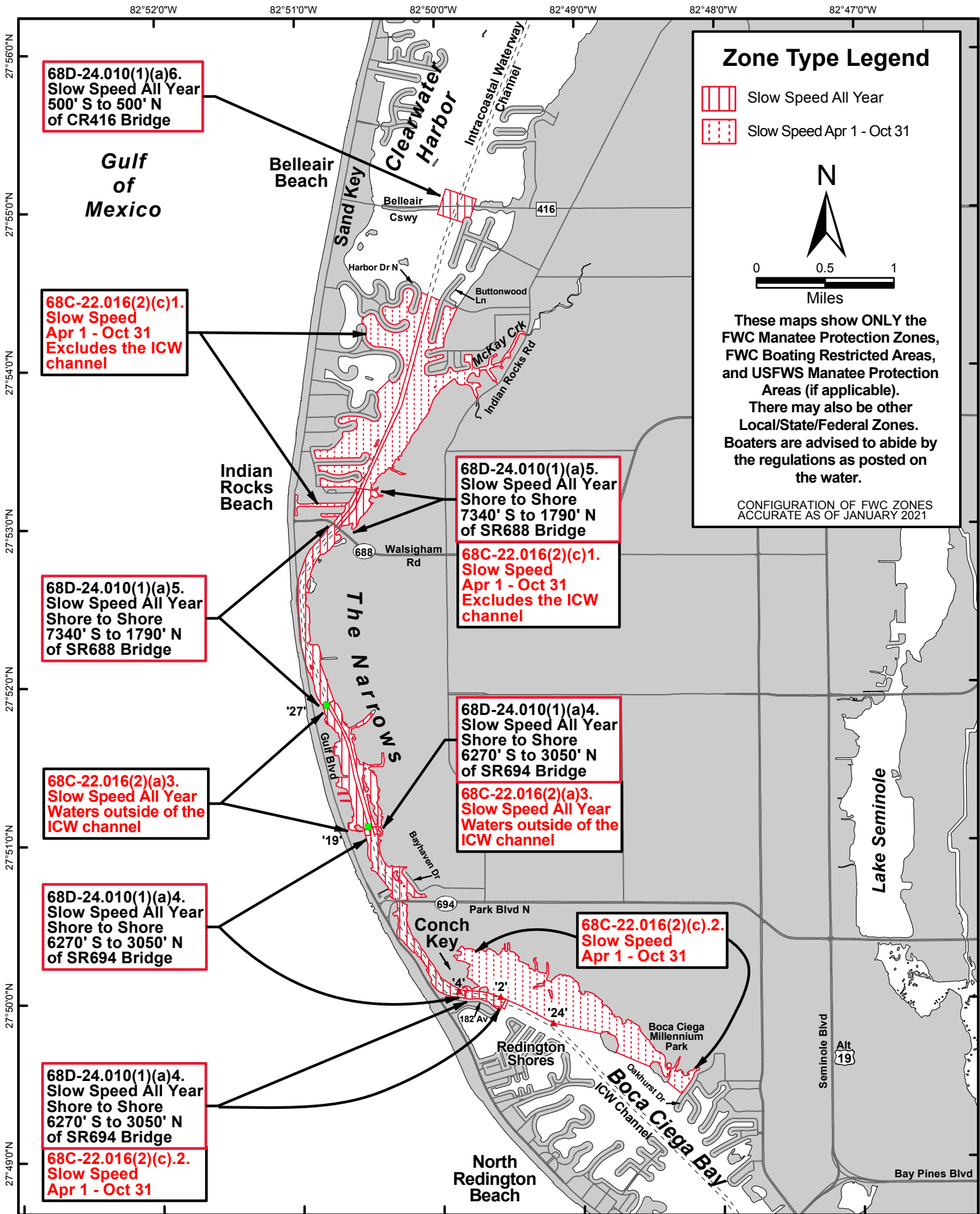


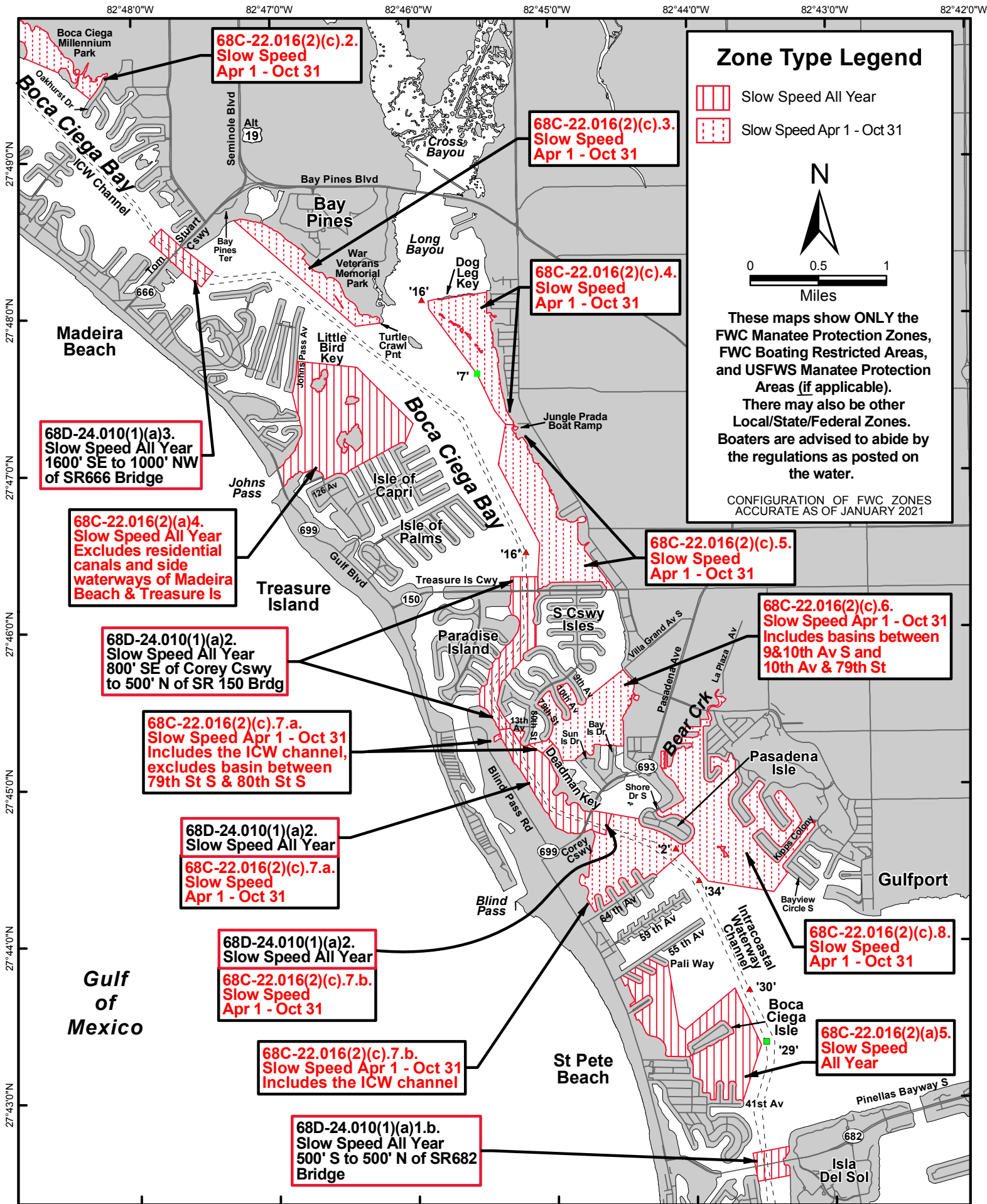
Slow Speed Apr 1 - Nov 15



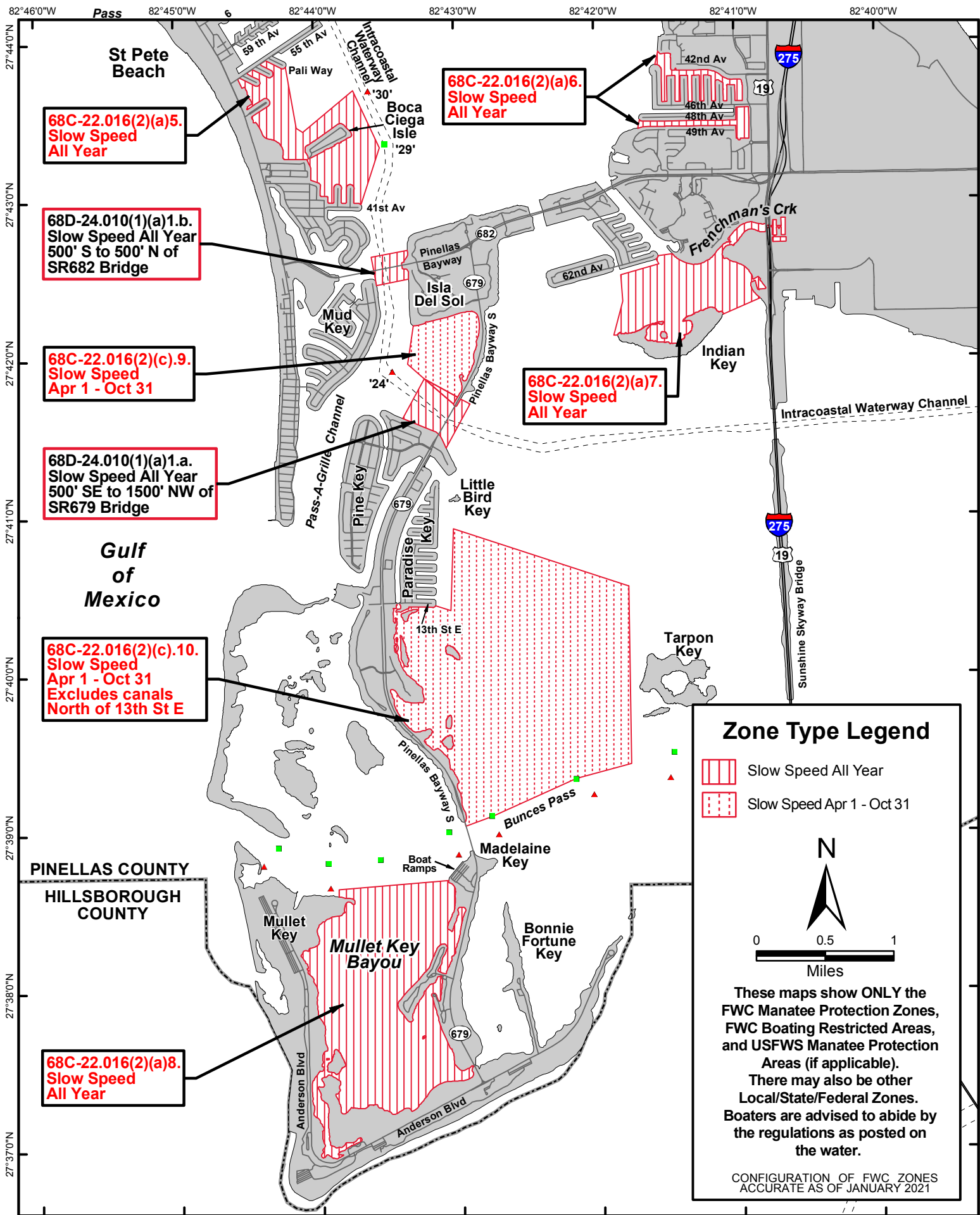








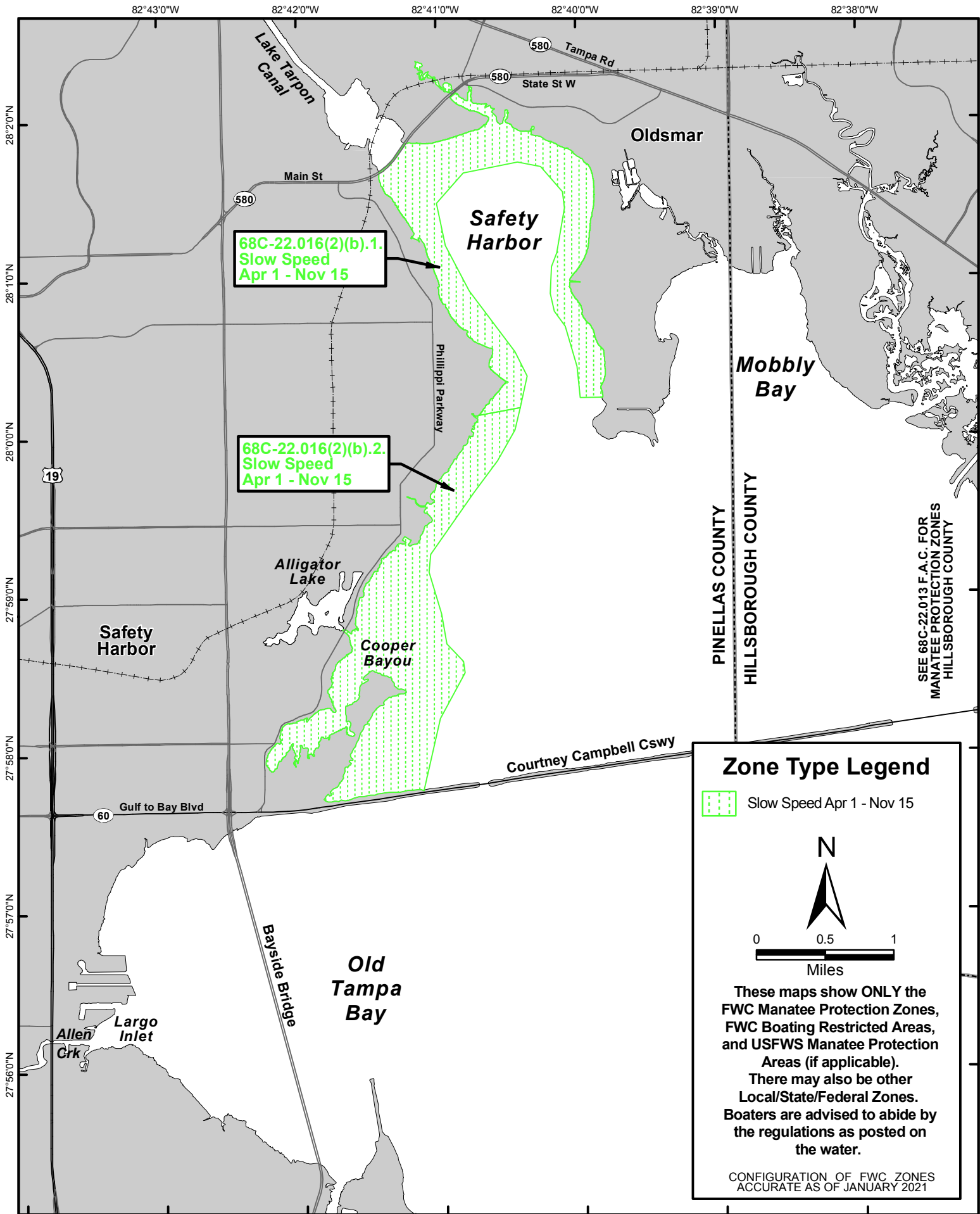




**PINELLAS COUNTY  
FWC & USFWS MANATEE PROTECTION AREAS  
and FWC BOATING RESTRICTED AREAS**

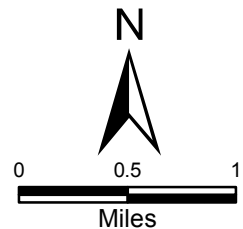
For description of zone boundaries:  
 See 68C-22.016 F.A.C. for State Manatee Protection Zones  
 See 68D-24.010 F.A.C. for State Boating Restricted Areas  
 See 50 CFR part 17.108 for Federal Manatee Protection Areas  
[MyFWC.com/manatee](http://MyFWC.com/manatee)





### Zone Type Legend

 Slow Speed Apr 1 - Nov 15



These maps show **ONLY** the FWC Manatee Protection Zones, FWC Boating Restricted Areas, and USFWS Manatee Protection Areas (if applicable).

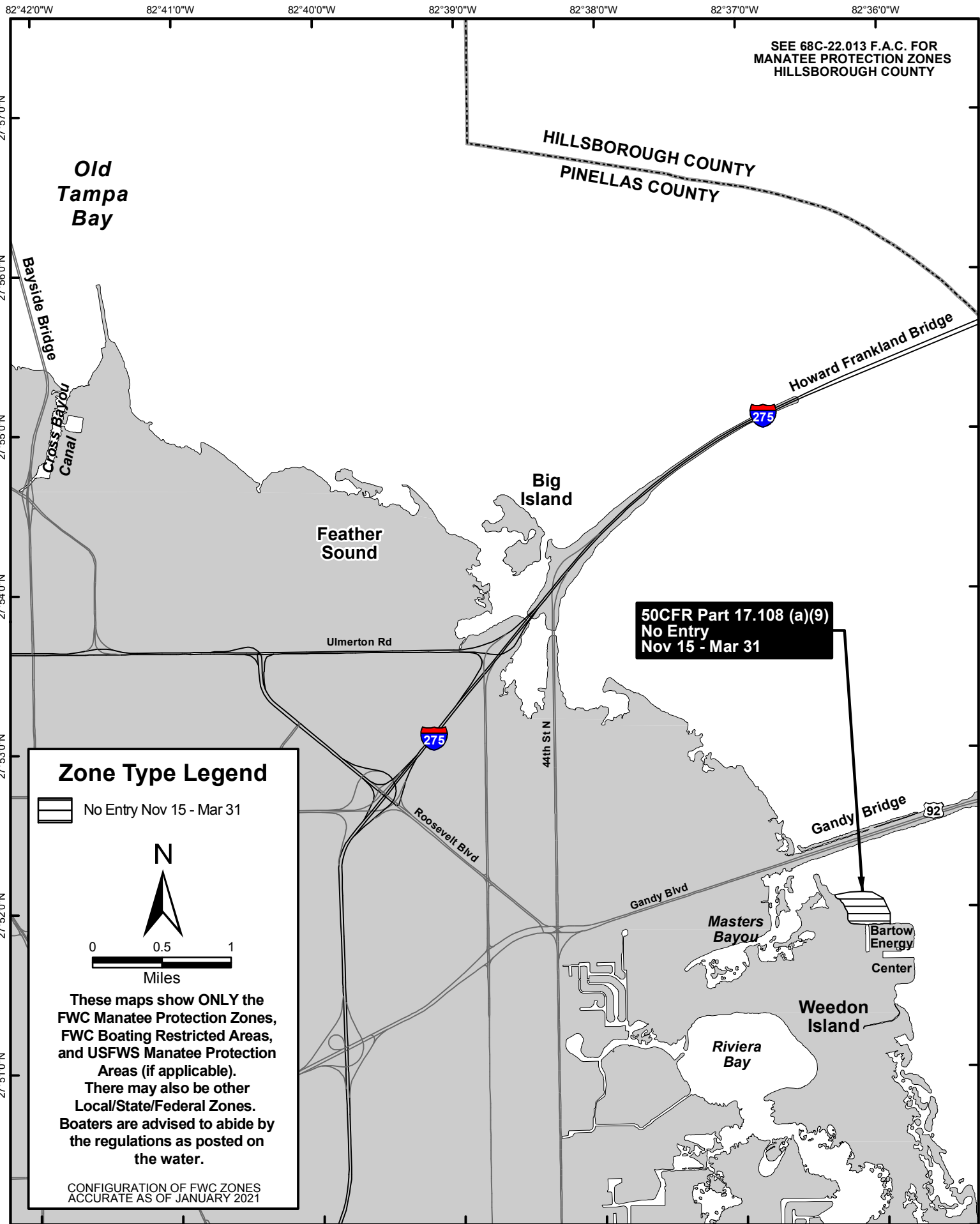
There may also be other Local/State/Federal Zones. Boaters are advised to abide by the regulations as posted on the water.

CONFIGURATION OF FWC ZONES  
ACCURATE AS OF JANUARY 2021



## PINELLAS COUNTY FWC & USFWS MANATEE PROTECTION AREAS and FWC BOATING RESTRICTED AREAS

For description of zone boundaries:  
See 68C-22.016 F.A.C. for State Manatee Protection Zones  
See 68D-24.010 F.A.C. for State Boating Restricted Areas  
See 50 CFR part 17.108 for Federal Manatee Protection Areas  
[MyFWC.com/manatee](http://MyFWC.com/manatee)



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## § 5-28. MANATEE PROTECTION.

- (a) *Purpose.* The purpose of this section shall be to protect the West Indian Manatee from the dangers presented by motor propelled or artificially propelled vessels of all types.
- (b) *Definitions.* For the purpose of this section, the following terms, phrases, words and derivations shall have the meaning given herein. When not inconsistent with the 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 words "shall" is always mandatory and not merely directory.
  - 1. "Vessel" means a motor-propelled or artificially propelled vehicle and every other description of boat, watercraft, barge, and airboat other than a seaplane on the water, used or capable of being used as a means of transportation on the water, including jet skis, and other personal watercraft.
  - 2. "Person" means any individual, partnership, firm, corporation, association or other entity.
  - 3. "Operate" means to navigate or otherwise use any vessel in, on or under the water.
    - (a) "Idle speed" means the minimum speed that will maintain steerage way of a motorboat.
  - 4. "Idle speed zone" means an area where vessels may not be operated at greater than "Idle speed".
  - 5. "Spring and Whitcomb Bayous" means these waterways as appearing on the Exhibit A attached hereto [attached to Ordinance No. 2001-36] and is inclusive of adjacent waterways and tributaries south of the Beckett Draw Bridge, a/k/a the Yacht Club Bridge.
- (c) *Area regulated.* The area regulated by the provisions of this section shall be all public waters, creeks, bayous, canals and channels comprising Spring Bayou, Whitcomb Bayou, Minetta Bayou, Inness Bayou, the tributary adjacent to Baynard Bridge and all public waters, creeks, bayous, canals and channels adjacent to Moorings Cove Drive and connected to Whitcomb Bayou and all other such public waters, creeks, bayous, canals and channels signed or designated by direction of the City Commission or City Manager as "Manatees-Idle Speed" or similar terms.
- (d) *Means of enforcement.* The provisions of this section shall be enforced by members of all duly authorized law enforcement agencies.
- (e) *Prohibited acts.* It shall be a violation of this section for any vessel to traverse the waterways within the areas regulated by this section at a speed greater than "idle speed" from November 15 through March 31 of any given year.
- (f) *Exemptions.* Exempt from the provisions of this section shall be any Florida Marine Patrol, Pinellas County Sheriffs Department and/or other official craft and craft operating under emergency conditions while in the performance of their official duties or operations in an emergency.
- (g) *Special exclusion zone.* No motorized or self-propelled vessels shall be operated within Spring Bayou from November 15 through March 31 of any given year. The Board of Commissioners may give permission to motorized vessels to use Spring Bayou for the Christmas Boat Parade or Epiphany celebrations at least two weeks prior to the event.
- (h) *Conflict.* In the event that any provision in this section is found to be in conflict with any other City of Tarpon Springs ordinance regarding the same subject, the more restrictive ordinance shall apply.

(Ord. 2000-16, passed 5-2-00; Am. Ord. 2001-36, passed 3-26-02)

### 68C-22.016 Pinellas County Zones.

(1) The Commission hereby designates the waters within Pinellas County, as described below, as areas where manatee sightings are frequent and where the best available information supports the conclusion that manatees inhabit these areas on a regular or periodic basis. The primary purpose of this rule is to protect manatees from harmful collisions with motorboats and from harassment by regulating the speed and operation of motorboats within these designated areas. A secondary purpose is to protect manatee habitat. In consideration of balancing the rights of fishers, boaters, and water skiers to use the waters of the state for recreational and commercial purposes (as applicable under Section 379.2431(2)(k), F.S.) with the need to provide manatee protection, the Commission has examined the need for limited lanes, corridors, or unregulated areas that allow higher speeds through or within regulated areas. Such lanes, corridors, or areas are provided in those locations where the Commission determined they are consistent with manatee protection needs.

(2) The following year-round and seasonal zones are established, which include all associated and navigable tributaries, lakes, creeks, coves, bends, backwaters, canals, channels, boat basins, and other waterways unless otherwise designated or excluded. Coordinates used in the descriptions of zone boundaries are referenced to the North American Datum of 1983 (NAD83) using the HARN Florida GDL Albers projection.

#### (a) Slow Speed (year-round) –

1. Anclote River, Tarpon Bayou, Spring Bayou Area: All waters east of a line that bears 46° from a point (approximate latitude 28° 9' 44.0" North, approximate longitude 82° 46' 47.6" West) on the southern shoreline of the Anclote River (about 800 feet southeast of North Florida Avenue), and west of a line that bears 346° from a point (approximate latitude 28° 9' 24.4" North, approximate longitude 82° 45' 51.6" West) on the southern shoreline of the Anclote River (about 100 feet west of Roosevelt Blvd.), including all waters of Spring Bayou and Tarpon Bayou north of a line that bears 270° from a point (approximate latitude 28° 8' 45.6" North, approximate longitude 82° 45' 43.4" West) on the shoreline on the south side of the boat ramp at Craig Park, but excluding Kreamer Bayou and associated waters west and south of a line that bears 358° from a point (approximate latitude 28° 9' 26.2" North, approximate longitude 82° 46' 12.0" West) on the northern shoreline of Chesapeake Point to the southern shoreline of the peninsula that contains Bayshore Drive and North Casamia Circle;

#### 2. Clearwater Area:

a. All waters, including the Intracoastal Waterway channel, north of the centerline of the Memorial Causeway (SR 60) Bridge, south of a line that bears 283° from a point (approximate latitude 27° 58' 29.8" North, approximate longitude 82° 48' 11.3" West) on the western shoreline of the peninsula that contains the Seminole Street boat ramp to the eastern shoreline of the island that contains Windward Island Road, and east of a line that bears 188° from a point (approximate latitude 27° 58' 23.7" North, approximate longitude 82° 48' 39.6" West) on the southern shoreline of the island that contains Windward Island Road to the northern shoreline of the Memorial Causeway; and,

b. All waters east of the marked channel of the Intracoastal Waterway, north of the aforementioned line that bears 283° from the western shoreline of the peninsula that contains the Seminole Street boat ramp and south of a line that bears 271° from a point (approximate latitude 27° 59' 20.5" North, approximate longitude 82° 47' 55.9" West) on the shoreline of the peninsula on the south side of Stevenson Creek that contains Venetian Point Drive;

3. Narrows Area: All waters outside of the marked channel of the Intracoastal Waterway (ICW) south of a line that bears 58° from a point (approximate latitude 27° 51' 52.3" North, approximate longitude 82° 50' 49.7" West) on the western shoreline of The Narrows (about 7340 feet south of the Indian Rocks Beach/Walsingham Road (SR 688) Bridge, running through green ICW channel marker 27), and north of a line that bears 83° from a point (approximate latitude 27° 51' 3.3" North, approximate longitude 82° 50' 32.4" West) on the western shoreline of The Narrows (about 350 feet south of green ICW channel marker 19);

4. Johns Pass Area: All waters of Johns Pass and Boca Ciega Bay (excluding the residential canals and side waterways of Madeira Beach and Treasure Island) east of the centerline of the Gulf Boulevard (SR 699) Bridge, and west of the following line: Begin at a point (approximate latitude 27° 47' 43.5" North, approximate longitude 82° 46' 49.5" West) on the eastern shoreline of the island that contains Johns Pass Avenue, then bear 96° for a distance of approximately 2,310 feet to a point (latitude 27° 47' 41.0" North, longitude 82° 46' 23.9" West) in the water northeast of Little Bird Key, then bear 135° for a distance of approximately 3,095 feet to another point (approximate latitude 27° 47' 19.1" North, approximate longitude 82° 45' 59.8" West) in the water, then bear 202° to the line's terminus on the northeastern shoreline of the peninsula that contains 126th Avenue;

5. Boca Ciega Isle Area: All waters south of 55th Avenue, north of 41st Avenue, and west of the following line: Begin at a point (approximate latitude 27° 43' 51.4" North, approximate longitude 82° 44' 11.9" West) on the southeastern shoreline of the peninsula

that contains Pali Way, then bear 170° for a distance of approximately 2,400 feet to a point (approximate latitude 27° 43' 28.0" North, approximate longitude 82° 44' 7.6" West) in the water northwest of Boca Ciega Isle, then bear 123° for a distance of approximately 290 feet to another point (approximate latitude 27° 43' 26.4" North, approximate longitude 82° 44' 4.9" West) in the water, then bear 50° for a distance of approximately 2510 feet to a point (approximate latitude 27° 43' 42.1" North, approximate longitude 82° 43' 43.2" West) in the water north of Boca Ciega Isle (west of red Intracoastal Waterway channel marker 30), then bear 155° for a distance of approximately 2,430 feet to a point (approximate latitude 27° 43' 20.1" North, approximate longitude 82° 43' 32.1" West) in the water (west of green Intracoastal Waterway channel marker 29), then bear 198° to the line's terminus on the eastern shoreline of the peninsula that contains 41st Avenue;

6. Broadwater Area: All waters in the canal system between 42nd Avenue South and 46th Avenue South, east of a line that bears 12° from a point (approximate latitude 27° 43' 50.9" North, approximate longitude 82° 41' 33.8" West) on the shoreline of the peninsula that contains 45th Street South; and all waters of the canal system between 48th Avenue South and 49th Avenue South, east of a line that bears 191° from a point (approximate latitude 27° 43' 30.1" North, approximate longitude 82° 41' 40.6" West) on the shoreline of the peninsula that contains 48th Street South;

7. Indian Key, Frenchman Creek Area: All waters of Frenchman Creek; and all waters north of Indian Key and a line that bears 66° from a point (approximate latitude 27° 42' 16.0" North, approximate longitude 82° 41' 5.3" West) on the eastern shoreline of Indian Key to a point (approximate latitude 27° 42' 22.1" North, approximate longitude 82° 40' 49.7" West) on the eastern shoreline of Boca Ciega Bay, south of 62nd Avenue South and a line that bears 81° from a point (approximate latitude 27° 42' 38.3" North, approximate longitude 82° 41' 33.2" West) on the eastern shoreline of the peninsula that contains 62nd Avenue South, and east of a line beginning at a point (approximate latitude 27° 42' 8.4" North, approximate longitude 82° 41' 52.5" West) in the water approximately 120 feet west of Indian Key, then bearing 15° for a distance of approximately 1350 feet to a point (approximate latitude 27° 42' 21.2" North, approximate longitude 82° 41' 48.4" West) in the water, then bearing 355° to the line's terminus on the southwestern shoreline of the peninsula that contains 62nd Avenue South, excluding those water within 200 feet of said peninsula west of a line that bears 150° from a point (approximate latitude 27° 42' 37.1" North, approximate longitude 82° 41' 34.1" West) on the southern shoreline;

8. Fort De Soto Area: All waters of Mullet Key Bayou and associated waters east and north of Anderson Boulevard, west of Pinellas Bayway South, and south of a line that bears 358° from a point (approximate latitude 27° 38' 36.4" North, approximate longitude 82° 43' 52.5" West) on the northern shoreline of Mullet Key to a point (latitude 27° 38' 39.2" North, longitude 82° 43' 52.5" West) in the water then bears 85° to a point (approximate latitude 27° 38' 42.2" North, approximate longitude 82° 43' 5.6" West) on the western shoreline of Madelaine Key (southwest of the boat ramps).

**(b) Slow Speed (April 1 – November 15) –**

1. Safety Harbor Area: All waters south and east of the centerline of the SR 580 Bridge and inshore of the following line: Begin at a point (approximate latitude 28° 0' 8.2" North, approximate longitude 82° 40' 43.2" West) on the western shoreline of Old Tampa Bay, then bear 80° for a distance of approximately 1,620 feet to a point (approximate latitude 28° 0' 10.8" North, approximate longitude 82° 40' 25.3" West) in the water, then bear 12° for a distance of approximately 1,245 feet to a point (approximate latitude 28° 0' 22.8" North, approximate longitude 82° 40' 22.2" West) in the water, then bear 333° for a distance of approximately 1,055 feet to a point (approximate latitude 28° 0' 32.2" North, approximate longitude 82° 40' 27.4" West) in the water, then bear 321° for a distance of approximately 2,920 feet to a point (approximate latitude 28° 0' 54.8" North, approximate longitude 82° 40' 47.7" West) in the water, then bear 335° for a distance of approximately 1,990 feet to a point (approximate latitude 28° 1' 12.7" North, approximate longitude 82° 40' 56.8" West) in the water, then bear 348° for a distance of approximately 1,650 feet to a point (approximate latitude 28° 1' 28.7" North, approximate longitude 82° 41' 0.5" West) in the water, then bear 41° for a distance of approximately 1,560 feet to a point (approximate latitude 28° 1' 40.2" North, approximate longitude 82° 40' 48.8" West) in the water, then bear 79° for a distance of approximately 2,125 feet to a point (approximate latitude 28° 1' 44.1" North, approximate longitude 82° 40' 25.5" West) in the water, then bear 101° for a distance of approximately 905 feet to a point (approximate latitude 28° 1' 42.3" North, approximate longitude 82° 40' 15.6" West) in the water, then bear 139° for a distance of approximately 1,280 feet to a point (approximate latitude 28° 1' 32.7" North, approximate longitude 82° 40' 6.4" West) in the water, then bear 172° for a distance of approximately 635 feet to a point (approximate latitude 28° 1' 26.4" North, approximate longitude 82° 40' 5.4" West) in the water, then bear 190° for a distance of approximately 1,750 feet to a point (approximate latitude 28° 1' 9.4" North, approximate longitude 82° 40' 9.0" West) in the water, then bear 201° for a distance of approximately 555 feet to a point (approximate latitude 28° 1' 4.3" North, approximate longitude 82° 40' 11.3" West) in the water, then bear 183° for a distance of approximately 1,035 feet to a point



(approximate latitude 28° 0' 54.1" North, approximate longitude 82° 40' 12.0" West) in the water, then bear 168° for a distance of approximately 705 feet to a point (approximate latitude 28° 0' 47.3" North, approximate longitude 82° 40' 10.4" West) in the water, then bear 143° for a distance of approximately 715 feet to a point (approximate latitude 28° 0' 41.6" North, approximate longitude 82° 40' 5.6" West) in the water, then bear 164° for a distance of approximately 1,610 feet to a point (approximate latitude 28° 0' 26.3" North, approximate longitude 82° 40' 0.9" West) in the water, then bear 174° for a distance of approximately 1,205 feet to a point (approximate latitude 28° 0' 14.4" North, approximate longitude 82° 39' 59.6" West) in the water, then bear 88° for a distance of approximately 870 feet to the line's terminus on the eastern shoreline of Safety Harbor;

2. North of Courtney Campbell Causeway: All waters north of Courtney Campbell Causeway, south of a line that bears 80° from a point (approximate latitude 28° 0' 8.2" North, approximate longitude 82° 40' 43.2" West) on the western shoreline of Old Tampa Bay, and west of the following line: Begin at a point (approximate latitude 27° 57' 46.2" North, approximate longitude 82° 41' 8.4" West) on the northern shoreline of the Courtney Campbell Causeway, then bear 13° for a distance of approximately 2,825 feet to a point (approximate latitude 27° 58' 13.3" North, approximate longitude 82° 41' 1.0" West) in the water, then bear 28° for a distance of approximately 2,000 feet to a point (approximate latitude 27° 58' 30.6" North, approximate longitude 82° 40' 50.2" West) in the water, then bear 327° for a distance of approximately 1,310 feet to a point (approximate latitude 27° 58' 41.6" North, approximate longitude 82° 40' 58.0" West) in the water, then bear 346° for a distance of approximately 2,840 feet to a point (approximate latitude 27° 59' 8.9" North, approximate longitude 82° 41' 5.2" West) in the water, then bear 5° for a distance of approximately 680 feet to a point (approximate latitude 27° 59' 15.6" North, approximate longitude 82° 41' 4.4" West) in the water, then bear 36° for a distance of approximately 4,410 feet to a point (approximate latitude 27° 59' 50.8" North, approximate longitude 82° 40' 35.3" West) in the water, then bear 29° for a distance of approximately 1,365 feet to a point (approximate latitude 28° 0' 2.5" North, approximate longitude 82° 40' 27.7" West) in the water, then bearing 13° for a distance of approximately 870 feet to the line's terminus on the aforementioned line that bears 80° from a point on the western shoreline of Old Tampa Bay.

(c) Slow Speed (April 1 – October 31) –

1. Indian Rocks Beach Area: All waters south of a line that bears 114° from a point (approximate latitude 27° 54' 29.1" North, approximate longitude 82° 50' 6.3" West) on the shoreline of the peninsula that contains Harbor Drive North to the western shoreline of the island that contains Buttonwood Lane, and north of the centerline of the Indian Rocks Beach/Walsingham Road (SR 688) Bridge, including the waters of McKay Creek west of the centerline of Indian Rocks Road, but excluding the marked channel of the Intracoastal Waterway and the following areas:

a. The basin between 20th Avenue and Harbor Drive, west of a line that bears 6° from a point (approximate latitude 27° 54' 17.4" North, approximate longitude 82° 50' 31.9" West) on the shoreline of the peninsula that contains 20th Avenue Parkway; and,

b. The basins between 12th Avenue and 20th Avenue, west of a line that bears 46° from a point (approximate latitude 27° 53' 51.2" North, approximate longitude 82° 50' 26.1" West) on the shoreline of the peninsula that contains 12th Avenue to the shoreline of the peninsula that contains 20th Avenue;

2. Redington Shores Area: All waters east of a line that bears 189° from a point (approximate latitude 27° 50' 4.1" North, approximate longitude 82° 49' 49.8" West) on the southern shoreline of Conch Key (about 250 feet east of red Intracoastal Waterway channel marker 4), west of the peninsula that contains Oakhurst Drive, and north of the following line: Begin at the southern terminus of the aforementioned line from Conch Key, then run approximately 1,500 feet east along the northern shoreline of the peninsula that contains 182nd Avenue East to the easternmost point (approximate latitude 27° 49' 56.0" North, approximate longitude 82° 49' 35.7" West) of the peninsula, then bear 28° for a distance of approximately 540 feet to a point (approximate latitude 27° 50' 0.6" North, approximate longitude 82° 49' 32.9" West) in the water on the northern boundary of the marked channel of the Intracoastal Waterway (about 220 feet east of red Intracoastal Waterway channel marker 2), then run in a southeasterly direction along the northern boundary of the marked channel of the Intracoastal Waterway for a distance of approximately 2,040 feet to red Intracoastal Waterway channel marker 24 (approximate latitude 27° 49' 51.4" North, approximate longitude 82° 49' 12.5" West), then bear 102° to a point (approximate latitude 27° 49' 47.3" North, approximate longitude 82° 48' 52.5" West) on the northwestern shoreline of the large unnamed island south of Boca Ciega Millennium Park, then run along the northern and eastern shorelines of said island to a point (approximate latitude 27° 49' 40.2" North, approximate longitude 82° 48' 46.0" West) on its southeastern shoreline, then bear 113° to a point (approximate latitude 27° 49' 34.5" North, approximate longitude 82° 48' 31.2" West) on the northwestern shoreline of the unnamed island to the southeast, then run along the northern and eastern shorelines of said island to a point (approximate latitude 27° 49' 28.8" North, approximate longitude 82° 48' 24.1" West) on its southeastern shoreline, then bear 129° to the line's terminus at a point on the western shoreline of the peninsula that contains Oakhurst Drive;

3. West of War Veteran's Memorial Park: All waters north of a line that bears 131° from a point (approximate latitude 27° 48' 37.5" North, approximate longitude 82° 47' 16.2" West) on the shoreline of Boca Ciega Bay near Madeira Beach Elementary School and runs approximately 6,225 feet to a point (latitude 27° 47' 56.8" North, longitude 82° 46' 24.1" West) in the water then bears 83° to a point (approximate latitude 27° 47' 57.8" North, approximate longitude 82° 46' 13.6" West) on the western shoreline of Turtlecraw Point in War Veteran's Memorial Park, excluding the basin east of Bay Pines Terrace;

4. Long Bayou, Dog Leg Key Area: All waters east of the following line: Begin at a point (latitude 27° 48' 6.1" North, longitude 82° 45' 52.7" West) in the water west of Dog Leg Key and east of Bay Pines channel marker 16, then bear 176° for a distance of approximately 325 feet to another point (approximate latitude 27° 48' 2.9" North, approximate longitude 82° 45' 52.5" West) in the water, then bear 143° for a distance of approximately 3,130 feet to Jungle Beach channel marker 7 (approximate latitude 27° 47' 37.9" North, approximate longitude 82° 45' 31.8" West), then bear 154° for a distance of approximately 1,580 feet to another point (approximate latitude 27° 47' 23.8" North, approximate longitude 82° 45' 24.3" West) in the water, then bear 141° to the line's terminus at a point (approximate latitude 27° 47' 18.6" North, approximate longitude 82° 45' 19.7" West) in the water approximately 315 feet west of the eastern shoreline of Boca Ciega Bay just to the north of the Jungle Prada boat ramp, south of the following line: Begin at a point (approximate latitude 27° 48' 9.2" North, approximate longitude 82° 45' 27.4" West) on the eastern shoreline of Long Bayou (near 33<sup>rd</sup> Avenue North), then bear 260° to a point on the eastern shoreline of Dog Leg Key, then run along the southern shoreline of Dog Leg Key to a point on the western shoreline, then bear 257° to the line's terminus at the aforementioned point in the water east of Bay Pines channel marker 16, and north of a line that bears 275° from a point (approximate latitude 27° 47' 18.3" North, approximate longitude 82° 45' 16.2" West) on the eastern shoreline of Boca Ciega Bay just to the north of the Jungle Prada boat ramp;

5. North of Treasure Island Causeway: All waters south of a line that bears 275° from a point (approximate latitude 27° 47' 18.3" North, approximate longitude 82° 45' 16.2" West) on the eastern shoreline of Boca Ciega Bay just to the north of the Jungle Prada boat ramp, north of the centerline of the Treasure Island/Central Avenue Bridge, and west of the following line: Begin at a point (approximate latitude 27° 47' 18.6" North, approximate longitude 82° 45' 19.7" West) in the water approximately 315 feet west of the eastern shoreline of Boca Ciega Bay just to the north of the Jungle Prada boat ramp, then bear 190° for a distance of approximately 1,585 feet to another point (approximate latitude 27° 47' 3.2" North, approximate longitude 82° 45' 23.0" West) in the water, then bear 152° for a distance of approximately 3,450 feet to a point (approximate latitude 27° 46' 32.9" North, approximate longitude 82° 45' 5.4" West) in the water northeast of Intracoastal Waterway channel marker 16, then bear approximately 183° for a distance of approximately 1,330 feet to a point (approximate latitude 27° 46' 19.8" North, approximate longitude 82° 45' 6.5" West) in the water (corresponding to the current northeast corner of a state boating safety zone), then bear 179° to the line's terminus on the Treasure Island Causeway;

6. 79th Street South, South Pasadena Area: All waters south of a line that bears 231° from a point (approximate latitude 27° 45' 44.4" North, approximate longitude 82° 44' 30.1" West) on the eastern shoreline of Boca Ciega Bay (near the southwesterly extension of Villa Grande Avenue South) to the eastern shoreline of the peninsula that contains 9th Avenue South (including those waters in the basin between 9th Avenue South and 10th Avenue South and in the basin between 10th Avenue South and 79th Street South), and north of the following line: Begin at a point (approximate latitude 27° 45' 18.1" North, approximate longitude 82° 45' 2.6" West) on the southern shoreline of the peninsula that contains the southernmost section of 79th Street South, then bear 134° to the northernmost point (approximate latitude 27° 45' 16.4" North, approximate longitude 82° 45' 0.7" West) of Deadman Key, then run along the eastern shoreline of Deadman Key to a point (approximate latitude 27° 45' 9.9" North, approximate longitude 82° 44' 56.8" West) on the shoreline, then bear 90° to the westernmost point of the island that contains Sun Island Drive South, then run along the northwestern and northern shorelines to a point (approximate latitude 27° 45' 15.6" North, approximate longitude 82° 44' 42.9" West) on the northwestern shoreline of the peninsula that contains the northern extension of Sun Island Drive South, then run along the northern shoreline of said peninsula to a point (approximate latitude 27° 45' 15.6" North, approximate longitude 82° 44' 40.1" West) on its northeastern shoreline, then bear 93° to a point (approximate latitude 27° 45' 15.3" North, approximate longitude 82° 44' 36.1" West) on the northwestern shoreline of the peninsula that contains Bay Island Drive South, then run along the northern shoreline of said peninsula to a point (approximate latitude 27° 45' 15.2" North, approximate longitude 82° 44' 33.5" West) on its northeastern shoreline, then bear 90° to the line's terminus on the eastern shoreline of Boca Ciega Bay (about 250 feet north of Huffman Way);

7. Pasadena Avenue Area:

a. All waters, including the Intracoastal Waterway channel, south of a line that bears 261° from a point (approximate latitude

27° 45' 22.4" North, approximate longitude 82° 45' 18.9" West) on the shoreline of the peninsula that contains 13th Avenue South, north and west of the centerline of the Pasadena Avenue South (SR 693) Bridge, and west of a line that bears 134° from a point (approximate latitude 27° 45' 18.1" North, approximate longitude 82° 45' 2.6" West) on the southern shoreline of the peninsula that contains the southernmost section of 79th Street South to the northernmost point (approximate latitude 27° 45' 16.4" North, approximate longitude 82° 45' 0.7" West) of Deadman Key, excluding the basin between 79th Street South and 80th Street South; and,

b. All waters, including the Intracoastal Waterway channel, east and south of the centerline of the Pasadena Avenue South (SR 693) Bridge, south of a line that bears 100° from a point (approximate latitude 27° 44' 50.5" North, approximate longitude 82° 44' 43.7" West) on the southeastern shoreline of Deadman Key to a point (approximate latitude 27° 44' 47.3" North, approximate longitude 82° 44' 24.0" West) on the western shoreline of Pasadena Isle and then runs along the southern shoreline of said isle to a point (approximate latitude 27° 44' 37.3" North, approximate longitude 82° 44' 5.2" West) on its southern shoreline, and north and west of a line that bears 178° from the aforementioned point on the southern shoreline of Pasadena Isle for a distance of approximately 300 feet to a point (latitude 27° 44' 34.3" North, longitude 82° 44' 5.2" West) in the water southeast of South Pasadena Marina channel marker 2 and then bears 229° to a point (approximate latitude 27° 44' 25.7" North, approximate longitude 82° 44' 16.8" West) on the eastern shoreline of the peninsula that contains 64th Avenue;

8. Pasadena Golf Club Area: All waters of Bear Creek west and south of La Plaza Avenue South; and all waters east of the centerline of the Shore Drive South Bridge to Pasadena Isle, and north of the following line: Begin at a point (approximate latitude 27° 44' 37.3" North, approximate longitude 82° 44' 5.2" West) on the southern shoreline of Pasadena Isle, then bear 178° for a distance of approximately 300 feet to a point (latitude 27° 44' 34.3" North, longitude 82° 44' 5.2" West) in the water southeast of South Pasadena Marina channel marker 2, then bear 139° for a distance of approximately 1490 feet to a point (approximate latitude 27° 44' 23.1" North, approximate longitude 82° 43' 54.4" West) in the water (east of red Intracoastal Waterway channel marker 34), then bear 99° for a distance of approximately 2,590 feet to a point (approximate latitude 27° 44' 19.0" North, approximate longitude 82° 43' 25.9" West) in the water south of Kipps Colony, then bear 36° to the line's terminus on the southwestern shoreline of the peninsula that contains Bayview Circle South;

9. Isle Del Sol Area: All waters west of the Pinellas Bayway South, north of a line that bears 311° from a point (approximate latitude 27° 41' 42.8" North, approximate longitude 82° 43' 1.4" West) on the western shoreline of the Pinellas Bayway South Causeway to a point (latitude 27° 41' 58.1" North, longitude 82° 43' 21.0" West) in the water (northeast of red Intracoastal Waterway channel marker 24), and east of a line bearing 8° from said point in the water east of channel marker 24 to a point (approximate latitude 27° 42' 12.8" North, approximate longitude 82° 43' 18.3" West) on the southern shoreline of Isle Del Sol;

10. Tierra Verde Area: All waters south of a line that bears 108° from a point (approximate latitude 27° 40' 57.5" North, approximate longitude 82° 43' 8.6" West) on the eastern shoreline of Paradise Key, west of a line that bears 179° from a point (approximate latitude 27° 40' 33.3" North, approximate longitude 82° 41' 47.3" West) in the water northwest of Tarpon Key to a point (approximate latitude 27° 39' 28.0" North, approximate longitude 82° 41' 47.0" West) in the water on the northern boundary of the marked channel in Bunces Pass, north of the marked channel in Bunces Pass, and east of the Pinellas Bayway South, excluding the canals north of 13th Street East and the deeper water area bounded on the east by a line that bears 182° from a point (approximate latitude 27° 40' 55.5" North, approximate longitude 82° 43' 1.9" West) in the water south of Little Bird Key to a point (approximate latitude 27° 40' 24.5" North, approximate longitude 82° 43' 3.5" West) in the water east of 13th Street East and bounded on the south by a line that bears 107° from a point (approximate latitude 27° 40' 26.4" North, approximate longitude 82° 43' 10.0" West) on the shoreline of the peninsula that contains 13th Street East to the aforementioned point in the water east of 13th Street East.

(d) Slow Speed (November 15 – March 31) – Whitcomb Bayou Area: All waters of Whitcomb Bayou south of a line that bears 270° from a point (approximate latitude 28° 8' 45.6" North, approximate longitude 82° 45' 43.4" West) on the shoreline on the south side of the boat ramp at Craig Park.

(3) Commercial Fishing Permits: The following provisions pertain to the issuance of permits to allow individuals engaged in commercial fishing activities to operate their vessels in specified areas at speeds greater than the speed limits established under subsection (2), above. Procedures related to the application for and the review and issuance of these permits are as set forth in Rule 68C-22.003, F.A.C.

(a) Permits shall be limited as follows:

1. Permits shall only be available for the zones or portions of zones described under subparagraphs (2)(a)2., (2)(a)4., (2)(a)5.,

(2)(a)7., (2)(c)1. through (2)(c)5., and (2)(c)7. through (2)(c)10., above;

2. Permits shall not apply on weekends or on the holidays identified in Section 110.117, F.S.; and,

3. Permits shall only apply to commercial fishing activities for the setting of nets to encircle fish, and shall only allow speeds up to 20 mph.

(b) Permit applications may be obtained from the Commission's Law Enforcement office at 5110 Gandy Boulevard, Tampa, Florida, or by contacting the Commission's Imperiled Species Management Section at 620 South Meridian Street, Tallahassee, Florida 32399-1600 (e-mail: [ManateeZonePermit@MyFWC.com](mailto:ManateeZonePermit@MyFWC.com); (850)922-4330).

(4) Maps depicting the zones described in this rule are available on the agency's website at <http://myfwc.com>. The maps are intended only as visual aids and do not have regulatory effect; therefore, in the event of conflict between the maps and the descriptions of the zones provided by this rule, the rule text shall prevail.

*Rulemaking Authority 379.2431(2) FS. Law Implemented 379.2431(2) FS. History—New 1-5-05, Amended 1-18-16.*

**A Handbook for Developing and Revising  
Manatee Protection Plans  
In Florida counties**

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## **1 Purpose of this Handbook**

A manatee protection plan (MPP) is a comprehensive planning document that addresses the long-term protection of the Florida manatee through law enforcement, education, boat facility siting, and habitat protection initiatives. Although the MPPs are primarily developed by counties, the plans are the product of extensive coordination and cooperation between county governments, the Florida Fish and Wildlife Conservation Commission (FWC), the United States Fish and Wildlife Service (Service), and other interested parties. The provisions and initiatives in the MPP are approved and implemented by all three levels of government (federal, state and local).

The target audience for this Handbook is intended to be county governments who may be interested in developing or revising an existing Manatee Protection Plan (MPP). This document is intended to supplement information that is already available regarding MPPs. The history and impetus for developing MPPs is extensively discussed in FWC's Manatee Management Plan, September 2007. Please refer to the management plan for this background information, which can be found on FWC's website at <http://www.myfwc.com/manatee>.

There are tasks associated with the management plan that prompted the development of this Handbook. Since several of these tasks are related to MPPs, it made sense to combine them into one document for reference. The author of this Handbook is Mary Duncan with FWC's Imperiled Species Management Section, and any questions can be sent to [ImperiledSpecies@myfwc.com](mailto:ImperiledSpecies@myfwc.com).

## **2 Introduction**

As of 2010, all 13 Florida counties originally identified as “key” to manatee protection in 1989 and identified as required to develop an MPP by Florida Statute (Chapter 370.12(2), F.S.) have been developed and approved by FWC and the Service. These counties are: Broward, Brevard, Citrus, Collier, Duval, Indian River, Lee, Martin, Miami-Dade, Palm Beach, St. Lucie, Sarasota, and Volusia. Clay County, while not a designated key county, voluntarily developed an MPP, which was approved in 2006.

However, the counties with manatee habitat and regular manatee use should consider developing an MPP. These counties are (in alphabetical order): Charlotte, Flagler, Glades, Hendry, Hillsborough, Levy, Manatee, Monroe, Pasco, Pinellas, Putnam, and St. Johns. Other counties with manatee use include: Bay, Desoto, Dixie, Escambia, Franklin, Gilchrist, Gulf, Hernando, Jefferson, Lafayette, Lake, Marion, Nassau, Okaloosa, Okeechobee, Santa Rosa, Seminole, Suwannee, Taylor, Wakulla, and Walton. Some of these counties may only have a portion of their county that would require consideration for developing manatee protection. Also, the manatee protection needs for these counties may not be as extensive as the counties in the other groups.

Counties that are not required by Florida statute to develop MPPs may choose to do so for the benefits they provide to manatee protection, as well as the benefits for the development community. MPPs provide more predictability for development and assure a consistent response from federal and state wildlife agencies concerning the impacts of development to manatees. The improvement in the permitting process provides the greatest incentive for non-key counties to be proactive in developing county MPPs. If a county chooses to voluntarily develop an MPP, the FWC will assist the county in that effort as much as possible.

## **3 Recommended MPP Structure and Organization (Template)**

To assist counties that may choose to develop or revise MPPs, the FWC has developed a general template (see Enclosure 1). This template represents the various required sections and provides examples of the information generally needed in each section. Each county will still need to customize the sections of the plan based on the needs of the county as well as the data and information available for their county. Because each county is different and issues can be county-specific, plans between counties are not expected to be identical. However, the template is intended to provide prompts for needed information in county MPPs, to make the MPPs easier to read and implement.

## **4 MPP Required Components (Approval Criteria)**

The criteria used historically for MPP approval are contained in Attachment K (See Enclosure 2). This document was an attachment to a report that was approved by the Governor and Cabinet in 1989. In 2002, this document (referred to as Schedule K) was included in statute by the Legislature (Section 370.12 (2)(t) F.S.). All existing, approved MPPs were generally evaluated for approval by FWC under Attachment K.

The FWC is authorized (but not mandated) in Florida statutes to develop rules for establishing MPP approval criteria. FWC staff favors development of guidance documents rather than rule promulgation. Guidance documents may provide greater flexibility for the agency to consider innovative approaches for manatee protection plans and allow adjustments to plans based on evolving needs.

The following discussion is intended to expand upon criteria in Attachment K, outlining the basic requirements of an MPP:

### **4.1 Requirements by Rule or Statute**

FWC Approval: In order for FWC to approve a new or revised MPP that will be used by the FWC as a strategy in the state permitting process, recommendations and policies within an MPP must provide reasonable assurance that no harm or harassment to manatees will occur and no adverse impacts to manatees will occur [see § 379.2431(2) and § 373.414 F.S.]. There must be a net protection benefit to manatees by adopting the plan as a whole.

Service Approval: In order for the Service to approve a new or revised MPP that will be used by the Service as a strategy in the federal permitting process, an MPP needs to meet the goals of the Federal Florida Manatee Recovery Plan, the Endangered Species Act and the Marine Mammal Protection Act. Recommendations and policies within an MPP must provide assurance that Incidental Take is not reasonably certain to occur. There must be a net protection benefit to manatees by adopting the plan as a whole.

### **4.2 Parameters for MPP Development**

The MPP must be clearly and concisely written. It is important that the MPP is not ambiguous or subject to interpretation. Since governmental staff who implements MPPs may change, plans must be written such that policies and the intent of policies are interpreted the same way. The conclusions of data analysis and the policies that are developed must follow a reasonable and logical conclusion. Recommendations for boat facility development must include practical suggestions that can be implemented in the permitting process. MPPs, at a minimum, must be countywide in order to meet the need to provide comprehensive review and planning.

GIS models (such as when using Spatial Analyst) are experimental and should not be the single component used to make conclusions. Models should not be

used to combine datasets in an attempt to derive correlations between manatee datasets or used to produce boat facility siting maps using manatee data. Spatial Analyst can be used to consider data but should be limited to individual dataset analysis.

Policies that allow slip aggregations or pooling of slip densities are experimental and should not be used. Slip transfers, or transfers of slips from one location to another are not encouraged. However, they may be considered if it results in a net benefit to manatees. Thresholds of manatee mortality that trigger other actions to occur are discouraged. Recommendations for manatee protection measures should be commensurate with the manatee conservation needs for that county.

#### **4.3 Required Components**

In order to be considered complete, MPP recommendations, provisions and initiatives must include:

All listed baseline information, including MPP elements listed in FWC's Recommended MPP Structure and Organization and in Attachment K.

An analysis, synthesis and discussion of all pertinent data.

Recommendations for appropriate boat facility locations and slip densities. Boat facilities with five or more slips must be addressed. Facilities with less than five slips that generate high traffic, are transient, or are freight/ship/port facilities, may be addressed in the plan or these types of facilities can be reviewed on a case by case basis outside of the purview of the plan.

Discussion and recommendations for:

Increased and coordinated law enforcement.

Recommendations to reduce manatee harassment.

Protection for habitat resources.

New or continued manatee education.

An implementation schedule of plan recommendations, including incorporation into the comprehensive plan.

How recommendations in the plan will be adequately funded.

New or continued research and monitoring.

#### **4.4 MPP Approvals and MPP Approval Expirations**

The FWC and the Service recommend that counties developing MPPs or revising MPPs coordinate closely with our agencies so that the final plan will fulfill the needs of all agencies involved. Partnering with our agencies in the development of these plans also facilitates the process.

It is recommended that MPPs be re-evaluated (and revised if found necessary by the County, FWC or Service) after five to seven years. These reviews assure that an approved plan will not become outdated. If recommendations in approved MPPs become outdated, it will become more difficult for FWC or the Service to continue using



them as guidance during the permitting process.

If revisions are needed and take a prolonged amount of time, it is possible that the Service or FWC will notify the County that permit reviews will revert back to a case by case basis until the MPP is revised and approved.

## **5 Tips for Developing and Revising MPPs**

### **5.1 Misconceptions about MPPs**

Early documents providing guidance on developing MPPs included information about manatee protection speed zones. There is a misconception that MPPs must include speed zone evaluation and recommendations. Because speed zones are a very different and separate process which requires rulemaking, it is ideal that MPP development occurs after speed zone development. There is also a misconception that manatee protection speed zones are manatee protection plans, with the terms sometimes being used interchangeably. Manatee protection speed zones are regulations for boat speeds on waterways. Manatee Protection Plans (MPPs) are planning documents, and are not regulatory.

In order to establish regulations for manatee protection speed zones, a local rule review committee is required. While similar local committees have been appointed during the development of some existing MPPs, such committees are not required by FWC or the Service. However, FWC and the Service strongly encourage public involvement, and suggest that a minimum of two public meetings, workshops or hearings be held for public input when developing MPPs.

FWC and the Service encourage the counties to engage city and municipal governments during the development of an MPP, and for the cities to incorporate relevant approved sections in their own comprehensive plans. City participation, however, is not required for approval. FWC and Service will consider and implement the MPP recommendations on a county-wide basis, including city jurisdictions. When implemented at a county level, however, the county will only consider and implement the MPP in the areas within its jurisdiction.

MPPs do not traditionally address single family docks, when single family docks are defined as small docks associated with detached single family homes with waterfront/riparian access. There are some circumstances where single family docks may result in adverse impacts to manatees that must be addressed, such as large structures with significant SAV impacts, docks with five or more slips, new developments with multiple parcels subdivided (more than five platted lots), or when previously unconnected water bodies are connected to navigable waters by dredging new canals or basins, or by conveyance of boats by lift or lock.

There is a misconception that MPPs will reduce or eliminate existing watercraft-related manatee mortality problems, and that the success or failure of an MPP depends on the number of watercraft-related deaths in a county. The intent of MPPs is to manage

development in a way that reduces the likelihood of boat/manatee overlap, by analyzing manatee travel patterns and boat travel patterns. In conjunction with education and law enforcement initiatives, this management provides for the long term, comprehensive plan for development in a county.

## **5.2 What is needed before MPP development can begin**

In order to meet the informational needs and requirements for an MPP outlined in this document (as well as Attachment K), there are studies and data collection that need to be completed, particularly for counties where there is significant manatee use. This data must be fairly recent, in order to accurately reflect existing circumstances and provide useful conclusions when analyzed. Historically, much of this data collection has been done in partnerships between counties, FWC and the Service. The types of data that may need to be collected by the county are:

- Boat facility inventory, for all boating facilities with five or more slips (marinas, multifamily, yacht clubs, Ports, etc.), including wet, dry, boat ramps and boat ramp trailer parking, mooring, racks, blocks, etc. It should be inclusive of all commercial, private, and residential slips, be available as a database and GIS cover, and include the numbers of each type of slip/lane/parking spaces. An inventory of single family docks is not required, but a general idea of the number of existing slips and number of single family lots without slips (where slips could be built) is helpful when considering cumulative impacts.
- Pertinent habitat information, such as SAV, fresh water sources, etc.
- Distributional manatee aerial survey studies, typically flown twice a month for two years. Less frequent monitoring surveys may be used for the years in between the distributional studies, if the study scope has been approved by FWC.
- Boating activity and compliance studies. Boating activity studies, at a minimum, should include aerial and fixed-point surveys. A minimum of 20 aerial survey flights (five per quarter, two weekday and three weekends) should be conducted to collect the following data: vessel type, vessel size, activity and speed. A minimum of four land-based sites for the fixed point surveys should be chosen representative of the county. Over the course of one year, these sites should be surveyed a minimum of 8 days (four weekday and four weekend) for a six hour interval. Holidays may also be included. The following data should be collected: time of day, vessel type, vessel size, origin, destination and qualitative speed. Boating compliance studies should be designed mindful of the speed regulations in place within a county, and may be boat and land based surveys.

For new counties considering the development of an MPP where manatee use is low, the type of studies and MPP policies needed should be coordinated with the FWC and Service.

## **5.3 What is needed before an existing, approved MPP can be revised**

The information in existing plans will need to be updated (same data as mentioned above for new MPPs): boat facility inventories including boat ramps, boat traffic and

distribution studies, manatee distribution aerial surveys, and other sources of information (habitat assessments, etc.). When deciding whether or not an MPP needs to be revised, the following should be considered:

- Status of available data for the review. Manatee and boating data, and boat facility inventories, must be more recent than when the MPP was developed or last reviewed.
- Length of time since the last review of the MPP, and the age of the data used to develop the MPP.
- Identification of a particular manatee-related issue or concern that could be addressed by the MPP.
- A need to clarify language in the plan that makes implementation difficult or results in mixed interpretation.

#### **5.4 Clarification of requirements in Attachment K**

Since Attachment K was created a long time ago (1989) and was the first document created to outline guidelines on developing an MPP, it is in need of clarification and revision. There have been lessons learned during the development of MPPs, and guidelines need to be clarified. Specifically related to Attachment K, please note the following clarifications:

Under the heading, “An Information Base”, it is stated that the location of manatee information displays is needed. Posting manatee information, such as educational signs, is typically required for boat facilities when permitted, or when submerged land leases are renewed. There is no comprehensive database of addresses for these facilities, and we have concluded that this type of database is not required as part of the MPP development. We encourage counties to keep track of where educational materials are located as part of the education portion of the MPP; however it is not required prior to MPP development.

Under the heading “Recommendations – with Accompanying Implementation Schedule-to Increase Manatee Protection in the County”, it is stated that the MPP should identify recommended areas for water-related activities requiring high speeds, and include new or expanded speed zones, refuges or sanctuaries. Since regulating speeds and developing the plan are two separate activities, this task is not required. If a county is interested in planning for the location of high speed boat races, this information can be included in the plan but is not a required component. In this section, it is also stated that there should be a plan for marking navigational channels in currently unmarked waterways used by manatees. It is understood that marking channels is a separate process, so such a plan is an optional component rather than a required component of an MPP. This section also mentions the development of appropriate aquatic plant control methods in manatee areas. To clarify, discussion of this issue may only be necessary for specific counties with exotic vegetation, and this discussion is not a required component for all counties.

## **5.5 Clarification of requirements in the FWC 2000 Boat Facility Siting Guide**

This Guide was a draft document that became referenced in Florida Statute, and was never finalized (See Enclosure 3). In 2002, statutory changes (Section 380.06 F.S.) allowed boat facilities to be exempted from the Development of Regional Impact (DRI) process if facilities were located within counties or cities that had Boat Facility Siting Plans (BFSPs). The Department of Community Affairs also produced a guidance document, called "Preparing a Boating Facility Siting Plan" that was specific to this exemption. It is our understanding that there are a few BFSPs written by cities and counties created for the purpose of this DRI exemption. While FWC guidance for writing a BFSP was referenced in statute for this exemption, these plans were not reviewed and approved by FWC for the purposes of manatee protection. In 2006, the statute was revised again and boat facilities were exempted completely from the DRI process (without the need for BFSPs). At the same time, additional language was added to Florida statutes in order to permit boat facilities that previously may only been captured during the DRI process. These facilities are now brought under review by the Environmental Resource Permitting program (Section 373.4132 F.S.). Specifically related to the 2000 Guide, please note the following clarifications:

Under the heading "Information to be Assessed", number 5 discusses how existing upland zoning should be considered when determining areas to study for future boat facility development while developing an MPP. While an MPP should include discussions and maps about existing land use and zoning, the development of a boat facility siting strategy should not depend on these designations. Once boating and manatee data have been thoroughly analyzed for all areas of the county, potential outcomes can then be considered against the existing land use and zoning for potential conflicts. All areas of the county should be considered when developing an MPP in order to adequately address potential impacts to manatees.

In this same section, number 6 discusses the boat facility inventory for multi-family residential facilities. The boat facility siting strategy in an MPP must include all new or expanding boat facilities with five or more boats, regardless of whether it is commercial or residential. MPPs have not traditionally addressed single family docks, because historically these types of docks were very small, were associated with existing waterfront single family lots, and usually had a maximum of two slips. In more recent years, more single family home lots are building multi-slips, and new single family developments have arisen in areas previously not waterfront (new lakes, canals, with boat lifts, etc.). As such, we recommend that MPPs address single family developments as multi-slip marinas, and single family docks with five or more slips.

In number 7, the marina inventory outlined as required includes information such as boat types (power/sail) and percent occupancy. Because this information can be difficult to collect, it is encouraged but not required. Similarly, in number 8 regarding boat ramps, it can be difficult and time consuming to collect data on the number of boats launched (seasonal, weekend/weekday use identified). While general information about use must be collected for ramps during boat studies, for those counties that have numerous ramps it is not always required to collect data from all ramps.

Under the “Evaluation of Data” heading, it is again mentioned that areas with conflicting upland land use zoning can be removed from the analysis. As discussed above, all areas of the county should be considered for possible boat facility development when developing an MPP. This section also mentions that counties should consider whether to assign slip density thresholds for specific areas. Be aware that for counties where there is significant manatee use, recommendations for slip densities for most areas is considered just as important as the location of slips.

A general factor that is also mentioned as something that needs to be considered are shellfish harvesting areas. While it is good to be aware of these areas and include them within the resources inventory of a county, they are not always a limiting factor in boat facility development. Conclusions regarding manatee and boating overlap should still be determined for these areas, just like the rest of the county.

The Guide also states that existing marinas should be at full capacity before expansions and new marinas are permitted. As discussed earlier, the percent occupancy of boat facilities can vary from season to season and year to year, so it is difficult to collect this type of data for all facilities. If a county would like to address the demand for new facilities as part of developing the MPP, this discussion can be included but is not required.



## **6 Enclosure 1: Recommended MPP Structure and Organization (Template)**

General recommended structure

Title Page  
Executive Summary  
Acknowledgements  
List of Figures  
List of Tables  
List of Appendices  
List of Abbreviations  
List of Definitions  
Introduction  
Information Assessment  
Habitat and Resource Protection  
Boat Facility Siting Strategy  
Manatee Educational Efforts  
Law Enforcement  
MPP Implementation and Monitoring

Information needed in these sections of a plan include, but are not limited to:

### **Introduction**

Describe manatees in general, the main goal of the plan, and summarize the manatee presence and threats in the County.

### **Information Assessment**

#### **Manatee**

Describe manatee data, including discussions on relative abundance; seasonal distribution (if any); movement and use patterns indicating areas of recurrent use, site fidelity by individual manatees, travel patterns; manatee mortality; and areas of recurrent manatee use; and data supported conclusions. Include visual aids (maps, table, charts, etc.) to support manatee data discussion and data analysis conclusions.

#### **Boating**

##### **Boating Activity**

Describe and summarize boat distribution and use patterns, including seasonal use if applicable. Include discussions on vessel composition (size and type), vessel abundance (location and calendar days), daily variations in boat traffic (peak uses in 24 hour period), boater compliance of regulatory speed zones by area, boat registration levels over time, and known vessel strikes of manatees (statewide and county). Use visual aids (maps, table, charts, etc.) to support boat data discussion and data analysis conclusions.

##### **Boat Facility Inventory**

Include a table and maps of an up to date boat facility inventory for the county for all facilities

with five or more slips (commercial, public, private, residential, boat ramps, mooring fields and wet and dry facilities).

If a Port is located in the county, a separate Port section should be included to address all manatee issues related to the Port, including a discussion of the Port operations (number of shipping berths and type and level of operations), master plan, and protective measures (existing and proposed).

If studies have been done regarding the future demand for boat facilities, include that information in this section.

### **General Setting**

Include a general discussion about county demographics, comprehensive plan policies pertinent to marine/freshwater resource regulation, and manatee and manatee habitat protection, waterfront zoning and land use, (including maps), and any other local efforts relevant to waterfront planning and development. Include general discussions and maps of county waterways, aquatic preserve boundaries, federal, state and local parks, refuges, preserves, national seashores or other special natural area designations, and Outstanding Florida Waters Designations. Other general setting topics should include an overview of federal, state and local manatee protection mechanisms in place, including authorities. Discuss all existing protection measures, including existing Speed Zones, Refuges, and Sanctuaries (include maps). If power plants are located within a county, make reference to or summarize existing manatee protection plans for the power plants.

### **Habitat and Resource Protection**

Discuss and identify foraging habitat, such as submerged and emergent vegetation, fresh water sources (such as tributaries, outfalls, etc.) and warm water refugia, (include maps). Discuss existing and proposed habitat restoration and protection measures (restoration programs/projects, ordinances, permit requirements, etc.). Provide information regarding protective measures for manatee habitat (existing and proposed measures).

### **Boat Facility Siting Strategy**

Discuss and summarize the manatee and boat use analysis in a way that helps to identify various levels of use and potential for overlapping patterns of manatees and boats. This is typically done by waterway or waterway system for discussion purposes, but any way that helps characterize the individual areas of a county is adequate. Relevant data analysis discussion should include levels of existing shoreline development and shoreline use patterns, manatee foraging and calving/resting habitats, existing disturbances to manatee habitat, areas of high concentration of boating facilities, existing speed zones, proximity to inlets and passes, water depths, widths of waterways, etc. Include maps as needed to support analysis. Discuss an appropriate strategy for siting new and expanding boat facility locations within the county, and at what size (number of slips), including maps. This strategy can be based strictly on criteria, or the criteria described and outcomes depicted on maps or a combination of criteria and maps. The boat facility siting strategy should be based on logical conclusion from the information assessment discussions. Summarize additional measures intended to offset potential impacts from projects (education, law enforcement, etc.).

### **Manatee Educational Efforts**

Discuss and summarize existing manatee educational programs and efforts (if any). Include a discussion on proposed local educational programs and efforts (the intensity of an education plan will be contingent on the level of protection needed for the specific county, determined by the FWC, the Service, and the County). Discuss the development of new manatee education materials or initiatives, including how these ideas will be coordinated with the FWC and the Service (i.e., education on habitat, speed zones, general biology, etc.). A separate discussion of entanglement, marine debris, recycling and disposal should be included in this chapter, including proposed initiatives to reduce impacts to manatees. An additional separate discussion should be included regarding harassment (what constitutes harassment, specific laws and rules, fines, enforcement, etc.). Initiatives to reduce these impacts should be included, including possibly increasing coordination with law enforcement, if needed.

### **Law Enforcement**

Discuss existing levels of federal, state and local on-water enforcement. Include discussions on proposed levels of manatee protection zone enforcement, including a discussion or mechanism to assure that there is adequate funding for on-water law enforcement (if needed). Discuss existing or proposed Interagency Law Enforcement Coordination between federal state and local authorities.

### **MPP Implementation and Monitoring**

Identify all action items in the MPP and include a schedule and action plan for implementation. Examples of action items include: education proposals, habitat protection measures, law enforcement proposals, plan for new data collection needs, etc. Include a proposed schedule for incorporation of the MPP into the comprehensive plan, and a proposed schedule for Periodic MPP Review and Revision. Discuss the funding provisions for implementation of MPP provisions and proposals, and a plan for monitoring these provisions.

Identify data that needs to be collected and possible implementation schedule in order to monitor the implementation of the plan, or to adequately revise the plan in the future. Such data may include: manatee aerial survey data collection, boating activity and speed zone compliance, educational program needs, law enforcement needs, and update of boat facility inventories.

Identify reports that are needed, and how often they will be provided to FWC and FWS. These reports may include: status of educational efforts, and results of law enforcement efforts. Law enforcement reports should be compiled reports of local law enforcement activities (County and City) designed to report at least the following: the number of officers assigned to patrols, manatee-specific patrol hours, and the number of manatee-specific citations. Any problems with speed zone signage that may contribute to sub-optimal compliance rates should be included in monitoring efforts and reports.

## **7 Enclosure 2: Attachment K**

### **MANATEE PROTECTION PLAN GUIDELINES**

Area-specific manatee protection plans need to be developed by all counties in which manatees regularly occur to ensure the long-range protection of the species and its habitat. The objective of manatee protection plans are: to reduce the number of boat-related manatee mortalities; to achieve an optimal sustainable manatee population (the goal of the Marine Mammal Protection Act); to protect manatee habitat; to promote boating safety; and to increase public awareness of the need to protect manatees and their environment. These plans will address manatee-human interactions, land use (including boat facility siting), and the protection of suitable habitat (including water quality, thermal refugia, freshwater sources, and grass beds). The information needed to prepare manatee protection plans will include manatee studies, habitat assessments, and, if available, boating studies to evaluate boater use patterns and activities.

Boat facility siting elements are necessary components of area-specific manatee protection plans. Boat facility siting must address marinas with wet slips and dry storage, and boat ramps. The objectives of boat facility siting plans are: to determine appropriate dock densities for particular areas; and to develop criteria for designating special use areas (i.e.; for water skiing, jet skiing, and commercial fishing).

Necessary components of a manatee protection plan are:

#### **An Information Base**

- location and capacity of all marina facilities (including dry storage) in the county (proposed and existing);
- location of all boat ramps in the county (proposed and existing);
- boating activity patterns, including travel routes and major destination areas;
- manatee sighting information for the county;
- manatee mortality for the county;
- any aquatic preserves; Outstanding Florida Waters or other refuge/reserve information;
- port facility information;
- location of significant habitat resources, such as grass beds, warm water discharges and fresh water sources;
- location of manatee protection and boating safety speed zones in the county (proposed and existing);
- location of manatee information displays; and
- other relevant data as determined by the Department of Natural Resources.

#### **Recommendations—with an Accompanying Implementation Schedule—to Increase Manatee Protection in the County**

- boating expansion criteria;
- identification of recommended areas for water-related activities requiring high boat

- speeds, such as water skiing, boat races and certain types of commercial fishing;
- a plan for marking navigation channels in currently unmarked waterways used by manatees.
- new or expanded speed zones, refuges or sanctuaries for the regulation of boat speeds in critical manatee areas;
- installation of manatee educational displays at all boating facilities;
- development and dissemination of a pamphlet to county boaters describing manatee protection and boating safety speed zones in the area, and recommendations for boaters on how to avoid hitting manatees;
- inclusion of manatee and marine habitat educational material in the county school board's elementary, middle school and high school curricula;
- development of appropriate aquatic plant control methods in manatee areas;
- identification of land acquisition projects to increase refuges, reserves and preserves for manatee protection; and
- other actions as specified by the Department of Natural Resources.



## **8 Enclosure 3: Boat Facility Siting Guide August 2000**

Florida Fish and Wildlife Conservation Commission (FWC)  
Bureau of Protected Species Management (BPSM)  
Boat Facility Siting Guide  
August 2000

### **DEFINITION**

A boat facility siting plan can be defined as a Commission-approved, county-wide plan for the development of boat facilities (docks, piers, dry storage areas, marinas and boat ramps) which specifies preferred locations for boat facility development based on an evaluation of natural resources, manatee protection needs, and recreation and economic demands. The boat facility siting plan is one component of the Manatee Protection Plan (MPP). It should include, but is not limited to, the following:

- An inventory of existing boat facilities and natural resources;
- An evaluation of boat use and traffic patterns;
- Criteria on which proposed sites will be screened;
- A list and map of preferred locations, unacceptable locations, and locations which are acceptable with specific conditions;
- Appropriate dock densities; and
- Boat facility siting policies including a policy for the expansion of existing boat facilities.

The main goal of the resulting boat facility siting criteria will be to minimize the amount of interaction between manatees and boats. Part of this goal is also to evaluate impacts of boat facility developments on manatee habitats. The resulting criteria should be based on certain baseline information general to all Florida waterways and then tailored to fit the specifics of each county. While the primary concern of BPSM is manatee protection, we recognize that counties will need to consider recreational uses, economic factors and other marine and coastal resource needs. Much of the analysis of water-dependent facilities required by this boat facility siting plan will aid other county planning efforts.

### **INFORMATION TO BE ASSESSED**

The following information should be collected in order to select areas appropriate for boat facility development.

1. The boating activity study should provide a detailed overview of boat traffic patterns for the county waterways. It should describe traffic routes (points of origin and destination), the volume and types of boats, seasonal variations of boating patterns, and the types and distribution of boating activities. It should also include inventories of marina facilities, boat ramps and port facilities. Boating studies will vary from county to

county depending on the nature of each county's waterways and how they are used locally.

2. Manatee use patterns of county waters should be studied so that when evaluating locations for further water-dependent development, impacts to manatees and their habitats can be minimized. With the assistance of FWC, each county should determine sites of preferred manatee use and aggregation. The location of travel corridors, freshwater outfalls and warm water refuges should be determined. Seasonal variations of use patterns should be described and mortality information should be analyzed. Most of this information is available from FWC, USFWS and various other entities depending on the county. Manatee use information should be compared and overlaid with the boating patterns information in order to understand how boats and manatees currently interact. Then problem areas can be identified and measures can be developed that will minimize and eliminate problems.

3. Habitat inventories should be done for the location of seagrass beds, freshwater, submerged vegetation, shellfish areas, existing water depths, and water circulation patterns. This information will give details about habitat quality and location, as well as insight into manatee usage of these areas. Some of this information may already exist for some counties and may only need to be checked and updated.

4. Specially-designated areas should be identified, such as Outstanding Florida Waters, aquatic preserves, federal, state and local parks, sanctuaries and research reserves, wildlife refuges, and any other lands set aside for preservation and open space. Some of these areas are not available for boating facility development or have certain restrictions. The process of identifying the locations of these areas will narrow down areas that will need to be screened for potential boat facility development.

5. Existing upland zoning appropriate for marina and boat facility development should be located and displayed on maps. Counties need to consider whether future land use zoning changes will be allowed to change the location of acceptable boat facility sites. If changes will be allowed, counties need to determine and specify how the areas will be evaluated for such changes. Criteria will need to be developed for these changes. Counties may choose not to allow zoning changes that would alter locations where boating facilities may be sited once the MPP is approved. By collecting this information, counties will reduce the number of sites that need detailed evaluation and can direct their efforts toward sites that are available for development of boat facilities. This process should minimize the amount of areas that will need to be studied in depth.

6. An inventory of the location of existing multi-family residential docking facilities should be shown on maps of the county waters. The Department of Environmental Protection's (DEP) Division of State Lands issues submerged land leases for residential docking facilities and marinas. The division defines multi-slip docks as moorings of three or more vessels. The DEP requires permits for dock construction on both private and sovereign submerged lands. Counties should also consider developing a threshold for residential multi-slip dock densities. Some of the more urban counties may have

already reached their threshold in many areas because all available lands have already been developed.

7. The location of all existing marinas and boating facilities should be determined and exhibited on maps. A table for existing marinas should be compiled that will show the number of slips (both wet and dry), a break down of boat types (power vs. sail) and sizes, the percent occupancy (and any seasonal variations), the distance to the nearest inlet, the proximity of existing speed zones and the distance to popular boating destinations. Also, it should be noted if there are any plans for expansion of the current facilities. Much of this information is often obtained in conjunction with the boating study.

8. An inventory of all the boat ramps in the county should be conducted and the locations should be depicted on a map. Information concerning each ramp should be collected such as the number of ramps, the amount of parking (on and off site), and the number of boats launched (with seasonal and weekday/weekend use variations identified). The ramp's proximity to inlets, the ICW and popular boating destinations should be determined. Again, this information should be available from the boating study.

9. An inventory and map showing the locations of port facilities, freight terminals, fuel and transient docks, and boat yards should also be completed for each county. A description of the activities occurring at each of the different types of facilities should be provided. This will be useful when developing criteria for each type of facility that will guarantee appropriate protection for manatees and their habitats. Our office is developing a proposed rule that will address wharf bumpers and fenders. (Please request an update from our office on the status of this rule.)

10. For all of the inventoried information described in points 1-9 above, the information should be exhibited on maps. This will facilitate the spatial analysis that is needed for evaluating areas for boat facility development. For ease of analysis, similar scale maps should be used so that information can be overlaid. The use of a Geographic Information System (GIS), if available, will enhance the mapping process. All of the inventoried information should be considered before choosing a particular scale, especially if GIS is unavailable. Maps for the final boat facility component of the MPP will need to be legible and easy to interpret so that the process of evaluation can be clearly understood.

## EVALUATION OF DATA

Once all the information above is compiled, the focus of the detailed analysis can be narrowed by removing lands that are unavailable for boating facilities. Examples may be public wildlife refuges, or areas with conflicting upland land use zoning. The remaining areas will be the focus of the boat facility siting plan.

Next, a search should be made for areas where manatee use patterns and boat use patterns overlap. Areas should be identified where boat use patterns show minimal overlap with manatee use patterns and these should be examined further to evaluate them as preferred marina site locations. It should be determined whether boating activities and facilities located in these areas will affect manatees and their habitats in a negative way and to what degree, if any. Through this evaluation it can be decided whether these areas would be the preferred locations for boating facilities.

In locations where boat/manatee use patterns converge significantly, an assessment should be made of the degree of overlap. Once identified, these locations should be scrutinized carefully to determine if additional boat facilities will significantly impact manatees. The siting plan should specify areas where different types of facilities would be allowed. Additionally, the type of facility proposed (ramp, dry storage, marina, etc.) may be restricted by physical, environmental or operational factors - or by land use. In creating the specific criteria for each area, the local baseline information should be used. The criteria should be customized for each area and be written to allow the size or type of facility that would be best in the area (if allowed at all). For example, certain sized marinas may be allowed in areas with moderate manatee use if seagrasses are not present, dredging is not required, appropriate speed zones are in place and boat slips are limited in number. In areas where seagrasses are present but manatee usage is low, dry storage or ramp facilities may be more appropriate. Counties should consider whether to assign density thresholds for specific areas. For example, several counties have used the 1:100' ratio of power boat slips to amount of linear shoreline owned for areas deemed as essential manatee habitat.

Some general factors to consider in selecting marina and boat facility sites include:

- proximity to inlets and/or the ICW,
- existing water depths adequate for clearance beneath vessels,
- presence of seagrass beds, and/or shellfish harvesting areas (Class 11 waters),
- proximity to popular boating destinations,
- amount of manatee use, and
- distances of boat/manatee use pattern overlap.

Criteria should also be developed for marina expansions. Some areas may not warrant expansion. Some expansion might be considered under specific circumstances. The expansion of existing facilities in some areas may also be the preference over new boat facility development. The percent occupancy of marinas in the adjacent area should be considered when evaluating requests for marina expansions. While demand for boat slips must be addressed by county officials, existing marinas should be used to their fullest capacity before expansions and new marinas are permitted.

Some general criteria to be considered for siting of marina facilities are:

- Expansion of existing facilities may be preferred over new facilities if environmentally sound
- There should be no impact to seagrass,
- Mitigation for seagrass destruction should not be allowed,

- Areas with adequate depth and good flushing which require no new dredging are preferable,
- Locations near inlets and popular boating destinations are preferable,
- Piling construction is preferred over dredge and fill techniques,
- Marinas should not be sited in essential manatee habitats, and
- Marinas should not be situated in areas with high manatee mortality occurrence.

There are also some special considerations for port and associated facilities. Port facilities, freight terminals, fuel and transient docks, and boat yards should require wharf fenders on all new facilities located in manatee habitat areas and require retrofitting of existing facilities on an established time table if these facilities do not provide adequate clearance through an open-face pier design. Prop guards for tug boats and other large vessels regularly using manatee inhabited waters should be considered once an operationally functional and efficient design is developed. Expansion of port facilities or the development of new facilities should not impact seagrass beds.

The boat facility siting plan should describe the process and discuss the criteria used to evaluate and identify where and how boating facilities would be allowed. It should be clear why certain areas were determined to be unavailable for boating facilities. The whole process of screening and layering mapped resources and areas using specific criteria should be clearly stated in this boat facility siting plan.

## BOAT FACILITY SITING REFERENCES

Bell, Frederick W., 1990. Economic Impact of Bluebelting Incentives on the Marina Industry in Florida.

Cato, James C., 1983. Blue Ribbon Marina Committee, Final Report.

DNR, 1985. Toward a Proactive Statewide Marina Siting Program.

DNR, 1989. Recommendations to Improve Boating Safety and Manatee Protection for Florida Waterways, presented at the request of the Governor and the Cabinet, October 24, 1989, Final Report.

EPA, 1984. Coastal Marinas Assessment Guidance Handbook.

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Malony, Frank E., Bram D. E. Canter and Richard G. Hamann, 1980. Legal Aspects of Recreational Marina Siting in Florida, Florida Sea Grant College, Report Number 36.

Milon, J. Walter and Pamela H. Riddle, 1983. Employment and Sales Characteristics of Florida's Recreational Boating Industry, Florida Sea Grant College, Report Number 52.



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Samples, Jay, 1983. Guidelines for Facility.

Southwest Florida Regional Planning Council, 1984. Marina Siting Survey Southwest Florida.

Southwest Florida Regional Planning Council, 1995. Southwest Florida Marina Siting Survey.

St. Lucie County Community Development, 1991. St. Lucie Co., Florida Marina Siting Report.

Tampa Bay Regional Planning Council, 1984. Tampa Bay Regional Marina Siting Study.

Treasure Coast Regional Planning Council, 1989. Marina Siting Suitability in the Coastal Estuaries of East Central Florida.

USEPA, Region IV - Atlanta, 1984. Coastal Marinas Assessment.

West Florida Regional Planning Council, 1984. Marina Siting Study for West Florida.



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# City of Tarpon Springs Public Art Committee

**Annual 2023-2024 Report to the Board of Commissioners**

**May 28, 2024**



# Budget – Expenditures FY2023-2024

|                                  |                    |                                        |  |
|----------------------------------|--------------------|----------------------------------------|--|
| <b>REPAIRS &amp; MAINTENANCE</b> |                    |                                        |  |
| St. Cate Fine Arts               | <b>\$1,347.50</b>  | Sculpture Maintenance                  |  |
|                                  |                    |                                        |  |
|                                  |                    |                                        |  |
| <b>PROMOTIONAL ACTIVITIES</b>    |                    |                                        |  |
| Illuminated Art Boxes            | <b>\$3,400.00</b>  | Artist Honoraria                       |  |
|                                  |                    |                                        |  |
|                                  |                    |                                        |  |
| <b>OPERATING SUPPLIES</b>        |                    |                                        |  |
| The UPS Store                    | <b>\$3,793.05</b>  | Panel Printing - Illuminated Art Boxes |  |
| SpeedPro Imaging                 | <b>\$2,149.22</b>  | Dorsett Park Mural Installation        |  |
|                                  |                    |                                        |  |
|                                  |                    |                                        |  |
| <b>ARTIST FEES</b>               |                    |                                        |  |
| Jonathan Ramirez                 | <b>\$5,697.00</b>  | Riverside Mural Project                |  |
| Noland Anderson                  | <b>\$2,800.00</b>  | Dorsett Park Mural Project             |  |
|                                  |                    |                                        |  |
| <b>Total Expenditures</b>        | <b>\$19,186.77</b> |                                        |  |



## PAC Fund Balance FY2024

|                                          |              |
|------------------------------------------|--------------|
| Public Art Fund Balance as of 9/30/2023: | \$147,356.00 |
|                                          |              |
| Total Revenues thru 5/28/2024:           | \$62,598.00  |
|                                          |              |
| Total Expenditures thru 5/28/2024:       | \$19,186.77  |
|                                          |              |
| Public Art Fund Balance as of 5/28/2024: | \$190,767.23 |



## Accomplishments 2023-2024

- Next round in Illuminated Art Boxes
- Murals on Riverside Park concession stand
- Dorsett Park mural honoring Coach Rudy Royal
- Black Heritage Project (in progress)
  - Completed installation of Phase I at the corner of Grosse and MLK Boulevard
  - Signage for Phase I installation
  - Completed installation of wayfarer signage in front of the Tourist Information building
  - Work in progress on Phase II on the Sponge Docks





Some images included in the latest round of artworks in the Illuminated Art Boxes on the Sponge Docks. PAC member Sonja McGrath will coordinate this year's entries.



# Riverside Park Concession Stand Mural / Jonathan Ramirez





# Riverside Park Concession Stand Mural / Jonathan Ramirez





# Riverside Park Concession Stand Mural / Jonathan Ramirez

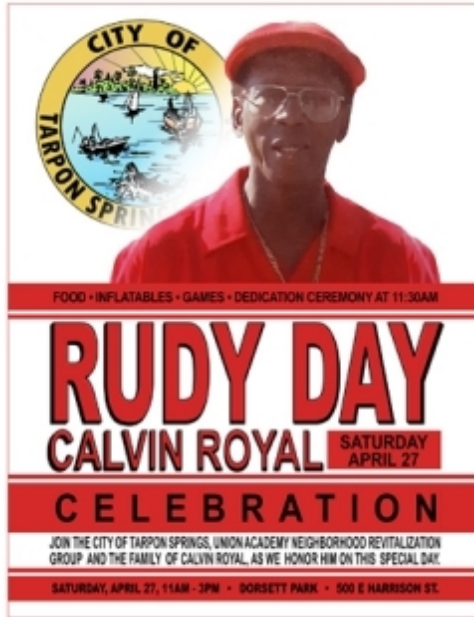




# Riverside Park Concession Stand Mural / Jonathan Ramirez





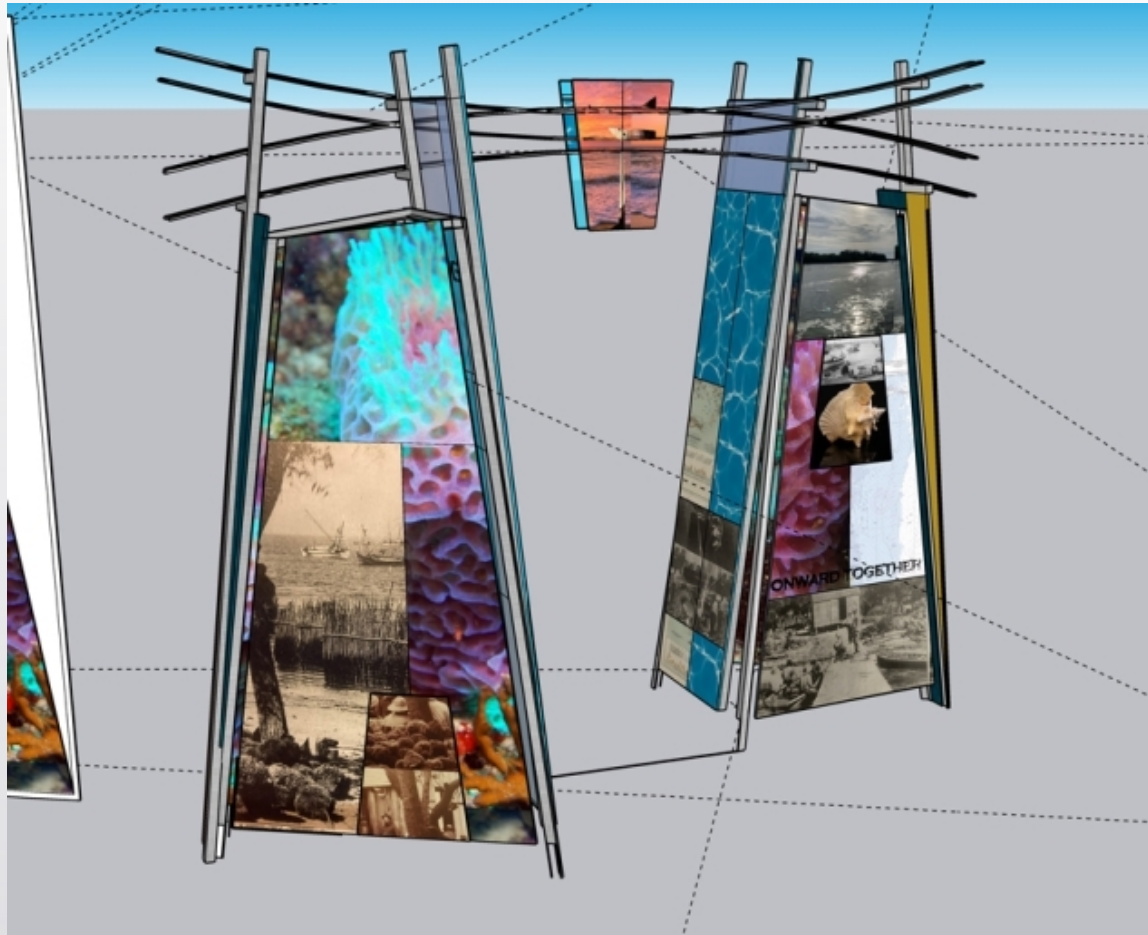


# Coach Rudy Royal Mural in Dorsett Park

Nolan Anderson, Artist







# Black Heritage Project / Stephen Oliver





# Union Academy Site

## S Grosse Avenue and E MLK Boulevard





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## Union Academy Site S Grosse Avenue and E MLK Boulevard



Phase 1 of the Black Heritage Project includes images of local Black leaders and citizens who contributed to the culture of Tarpon Springs. The sculpture emulates a sponge hooking “krall” (“corral”) used by the early Afro-Bahamians in the vicinity.



# Union Academy Site S Grosse Avenue and E MLK Boulevard



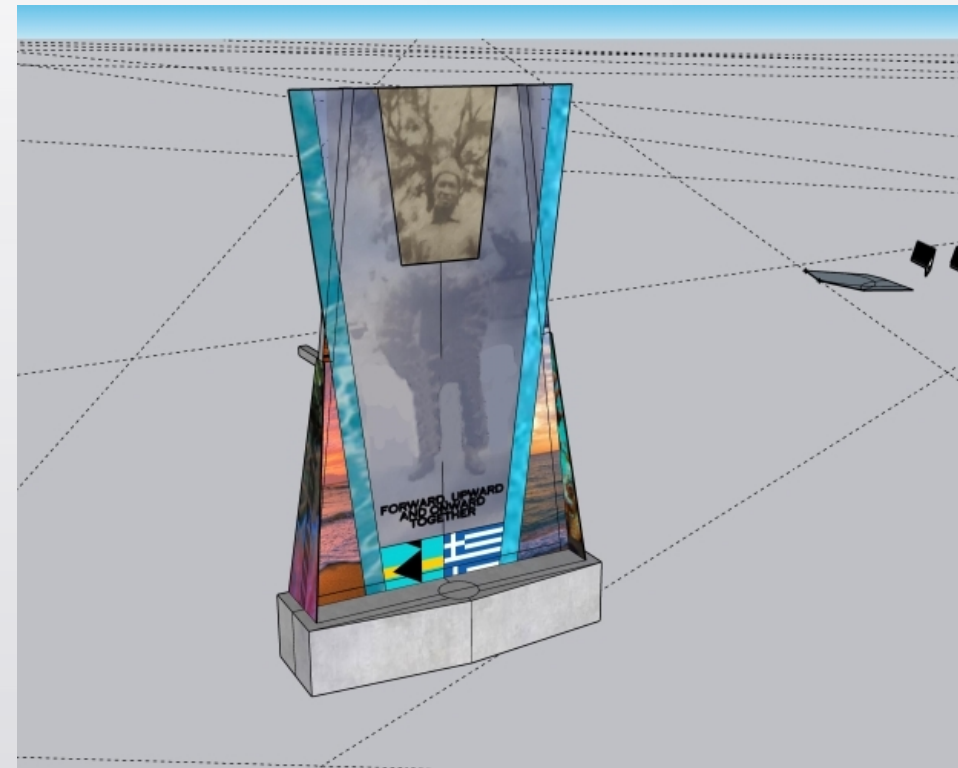


# Black Heritage Project



Phase 2 – a wayfinder sign to direct visitors to the contemplative archway on the river – is installed to the left of the Tourist Information Building on the Sponge Docks and would replace an acrylic dolphin.

Rendering



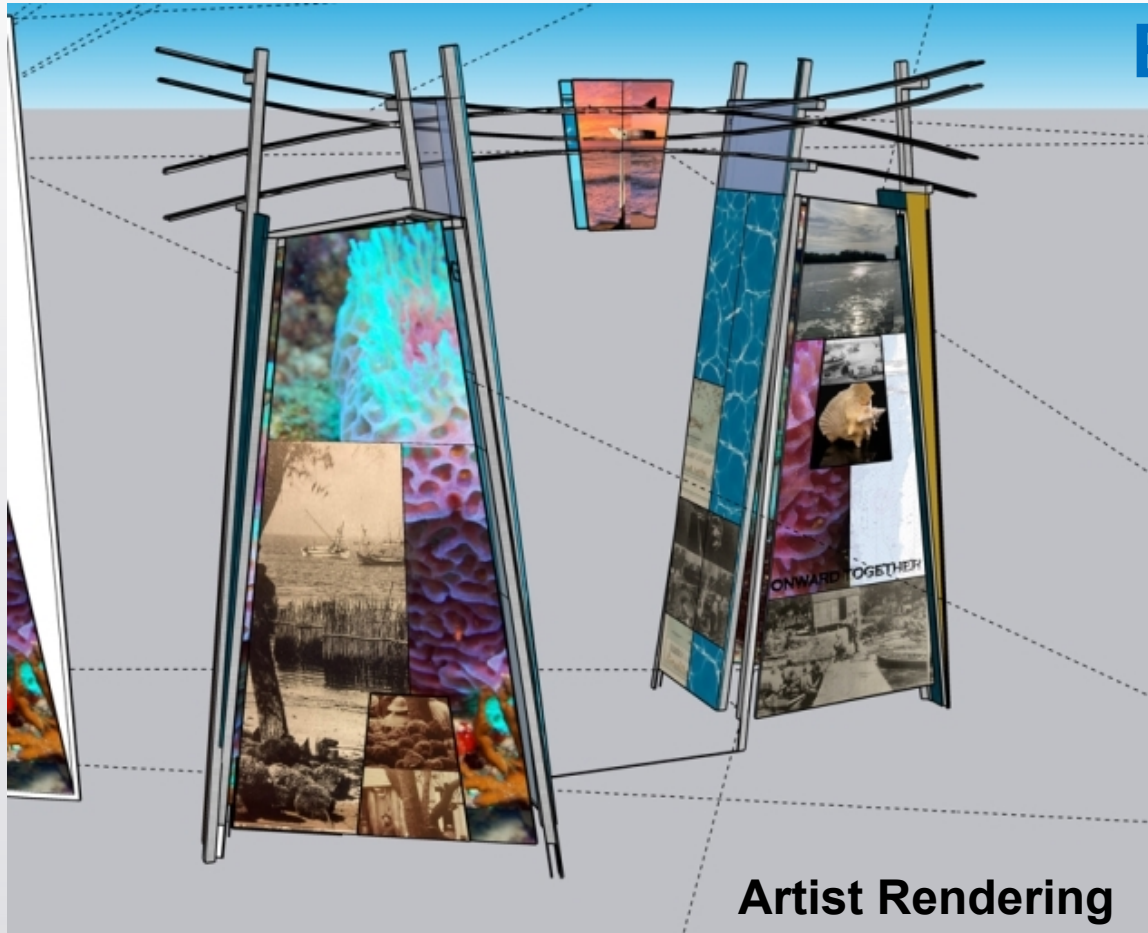
## Black Heritage Project

Phase 2 – a wayfinder sign to direct visitors to the contemplative archway on the river – is installed to the left of the Tourist Information Building on the Sponge Docks and would replace an acrylic dolphin.

Actual Wayfinding sign.







## Black Heritage Project



**Phase 3** is an expository arch containing historic photographs and images from the early Afro-Bahamian sponge hookers and divers to be installed at the northern edge of the city marina parking lot along the Anclote River close to a historic baptismal site. There will be seating and shade to allow visitors to contemplate the images and texts to enhance the message of the sculpture and QR codes to provide additional information.

# CRA Photo / Mural Grant Program

[Photo-Mural-Grant-Guidelines-and-Grant-Application.pdf \(ctsfl.us\)](https://ctsfl.us/Photo-Mural-Grant-Guidelines-and-Grant-Application.pdf)



The Photo/Mural Grant Program provides financial assistance to create murals or place historic photographs on exterior walls of buildings that are visible from the public right-of-way or parking lot. The program is available to property owners and limited to non-residential and mixed-use buildings within the Community Redevelopment Area and Special Area Plan. The program provides a reimbursement of 50% of the mural/ photo costs not to exceed \$2,500. This grant program is available year-round. Funds are distributed on a first come, first-served basis.

**To date, the PAC has received one application for this grant.**



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## CRA Photo / Mural Grant Program Applications must be approved by the PAC



### First CRA Mural Grant Receives Approval

[Five Branches Brewery](#)'s new location at [131 Hibiscus St.](#) will feature an artist's mural on the building exterior thanks to a new [Photo/Mural grant](#) available to commercial buildings within the CRA and Special Area Plan. Created two years ago, the grant provides reimbursable funding for murals or historic photos. The mural at 5 Branches represents the element of water. Watch in the coming months as muralist Emily Tayman completes the mural.







## Proposed Projects 2024-2025

- Continuation of Illuminated Art Boxes
- Enhanced mapping and QR code information
- Dr. Mary Jane Safford statue / art project
- Afro-Bahamian Sponge Hooker statue
- Exploration of projects for Craig Park
- Exploration of privately donated marble sculpture

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## Interactive map of all Public Art projects

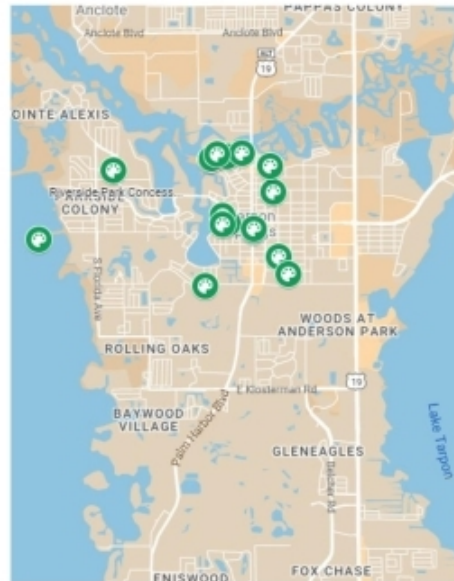
In cooperation with Tarpon Arts (Diane Wood, Brandon Groc), an interactive map of all City of Tarpon Springs Public Art Committee projects was created and will be expanded using QR codes and extended textual information on each project to be provided by members of the Public Art Committee.



# Interactive map of all Public Art projects



Click on the MAP below to  
explore the City of Tarpon  
Springs Public Art  
Location Guide!



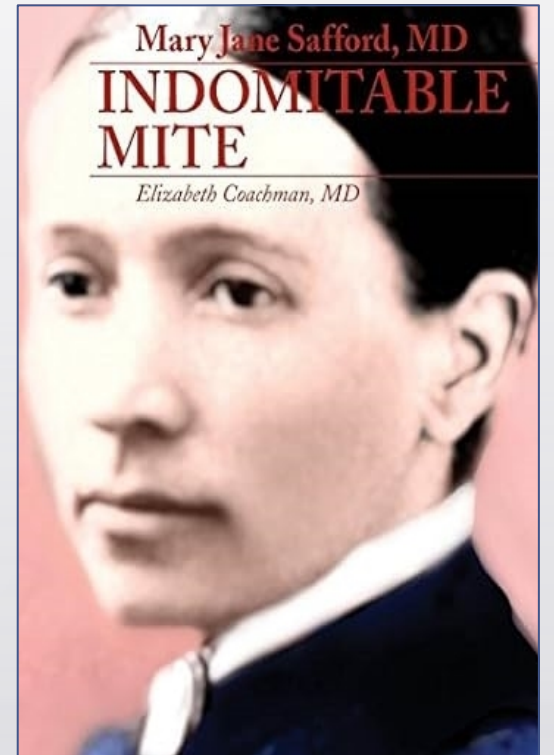
This map is an ongoing project that will showcase all our art installations linked to QR codes on the pieces that will link to a fuller explanation of the art and artists. It will be coordinated with Brandon Groc and PAC members.

The map can be found on:  
[www.TarponArts.org/public-art-location-guide](http://www.TarponArts.org/public-art-location-guide)



## Proposed Projects 2024-2025

- **Dr. Mary Jane Safford statue project**
  - Location: on the grounds of the Safford House Museum (city-owned)
  - Significance: Suggested by Dr. Elizabeth Coachman, author of the biography “Mary Jane Safford, MD: Indomitable Mite.” In the interest of time, a full text of her email detailing the value of this project can be forwarded on request.



# Proposed Projects 2024-2025

- Dr. Mary Jane Safford statue / art project
  - PAC member chairing the project: Graham Jones

## Process:

- City & Site Approval
- Determination of Budget
- Selection Committee







## Proposed Projects 2024-2025

- Afro-Bahamian sponge hooker statue / art project
  - PAC member chairing the project:  
Eleni “Beeba” Christopoulos

### Process:

- City & Site Approval
- Determination of Budget
- Selection Committee

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# City of Tarpon Springs Public Art Committee



Joan Jennings, Chair

Graham Jones, Vice Chair

Eleni “Beeba” Christopoulos

Sonja McGrath

Nick Toth

## Alternates:

Dawn Arbetello

Katie Taylor

## City of Tarpon Springs Liaisons

Diane Wood, Director, Cultural Affairs

Megan McIntyre

Brandon Groc



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The **Tarpon Springs Public Art Committee** wishes to thank the Board of Commissioners, City Manager and Staff for continued support and encouragement.

We are excited as we begin another phase of contributing art to enhance the City's visual and cultural experience and sense of place.

**“The mission of the Tarpon Springs Public Art Program is to enrich community through art in our surroundings.”**

**RESOLUTION NO. 2024-17**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, CALLING FOR THE SPECIAL MUNICIPAL ELECTION TO BE HELD IN CONJUNCTION WITH PINELLAS COUNTY'S PRIMARY ELECTION ON AUGUST 20, 2024 FOR THE PURPOSE OF ELECTING ONE COMMISSIONER TO SERVE A UNEXPIRED TERM FOR COMMISSIONER SEAT #2 WHICH EXPIRES APRIL 7, 2026; PROVIDING FOR ESTABLISHMENT OF THE BALLOT TITLE FOR SAID ELECTION; PROVIDING FOR NOTICE TO THE SUPERVISOR OF ELECTIONS; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.**

WHEREAS, Pinellas County will hold a Primary Election on August 20, 2024;  
and

WHEREAS, the Special Municipal Election of the City of Tarpon Springs, Florida is required by law to be held on August 20, 2024 in conjunction with Pinellas County's Primary Election , at which time it is necessary to elect a one Commissioner to fill the unexpired term for Seat #2; and

WHEREAS, there have been filed with the City Clerk, within the time prescribed by law, petitions asking that the following persons be placed on the official ballot in said election, to be voted on as a candidate for the office of Commissioner:

**Commissioner Seat #2**

Frank DiDonato  
Chris Hrabovsky

WHEREAS, said petitions have been examined by the City Clerk, who has reported that the petitions are in proper form, contain the required number of qualified signatures, and that said candidates are qualified to hold office according to the charter and the ordinances of the City, and the laws of the State of Florida; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. A Special Municipal Election is hereby called to be held on August 20, 2024, for the purpose of electing a Commissioner to fill the unexpired term for Seat #2

Section 2. The names of Frank DiDonato, and Chris Hrabovsky are hereby placed on the official ballot in said election as candidates for the office of Commissioner, Seat #2 of the City.

Section 3. The polls shall open at the hours established. As provided in Chapter 2 of the Code, the polling places shall be established by contract between the City Clerk and the Supervisor of Elections of Pinellas County.

Section 7. The Mayor and the City Clerk are hereby authorized to execute the standard agreement with the Pinellas County Supervisor of Elections for the procurement of the necessary ballots and equipment for said election, which contract shall include the testing, equipment, ballots, poll workers, polling places, procurement of absentee ballots and processing thereof, and the tabulation of the ballots at the election.

Section 8. This Resolution shall become effective immediately upon final passage and adoption.