



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, JULY 2, 2024 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Parks and Recreation Month

PUBLIC COMMENTS

CONSENT AGENDA

2. Approve Signing of Addendum to the Pinellas County Combined Mutual Aid Agreement
3. Ratify an Increase to File No. 230110-C-AS, Body Armor and Ballistic Vests, utilizing State of Florida Contract No. 46151500-NASPO-21-ACS
4. Award File No. 240141-N-AS, Single Source Purchases of Sulfuric Acid
5. Renew File No. 220153-C-AS, Wireless Data, Voice, and Accessories, Utilizing National Association of State Procurement Officials (NASPO) Master Agreement No. MA176

SPECIAL CONSENT AGENDA

6. Discussion and Direction on Mixing History and Public Art
7. Approve Brycer Agreement for Fire Inspection Compliance Engine

ORDINANCES AND RESOLUTIONS

8. **Ordinance 2024-05:** Authorizing a Referendum Question to Purchase the Stamas Property on L&R Blvd.
9. **Resolution 2024-21:** Request for a one-year extension of the expiration date for a Site Plan (Application #23-60, Resolution 2023-21); Mercury Giallourakis/Coney Island

BOARD AND STAFF COMMENTS

ADJOURNMENT

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, Proclaiming July as Parks and Recreation Month is an opportunity for our community and local leadership to officially acknowledge the importance of our parks and recreation and the benefits provided to the people we serve; and

WHEREAS, since 1985, people across the United States have celebrated Parks and Recreation Month to promote building strong, vibrant, and resilient communities and to recognize the workers and volunteers that maintain our community parks; and

WHEREAS, Parks and Recreation Programs enhance the quality of life for our residents by providing places of enjoyment and allow opportunities for young people to live, grow and develop and a place for older citizens to maintain healthy hearts and minds and to easily access the great outdoors; and

WHEREAS, during Parks and Recreation Month observance, it is important to recognize the contributions of our dedicated employees and volunteers who provide and preserve the quality of our parks and the recreation opportunities offered to our residents and the many visitors that we serve; and

WHEREAS, it is most appropriate to recognize the hard work and dedication of our Parks Supervisor James Burke and staff, our Recreation Superintendent Jamie Taylor and staff, for the enormous value we receive every day from these departments.

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 July 2024 as

PARKS AND RECREATION MONTH

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 2nd day of July 2024.

City Clerk & Collector

Mayor



Board of Commissioners

Memorandum

Date: July 2, 2024
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
Andrew Salzman, City Attorney
From: Jeff Young, Police Chief
Subject: Approve Signing of Addendum to the Pinellas County Combined Mutual Aid Agreement

Recommendation

Respectfully request the BOC to approve the Mayor, City Manager and Chief of Police to sign the addendum to the Pinellas County Combined Mutual Aid Agreement.

Background

The BOC in December 2020 approved the signing of the current Pinellas County Combined Mutual Aid Agreement (*in force until January 31, 2025 and will be brought back for full execution renewal later in the year*).

State of Florida vs Repple: The recently decided *Repple* case by the 6th DCA holds that a law enforcement officer has no jurisdiction or authority to take any “police action” or collect evidence outside of their jurisdiction, even when investigating a crime that occurred within their jurisdiction. In *Repple*, a city police officer read a DUI suspect implied consent at the county’s central breath testing facility outside of his city’s boundaries (jurisdiction) and the court suppressed the results because the officer acted without police powers. The case debunks the long-held but erroneous notion that an officer may conduct an investigation with full police powers and authority outside their jurisdiction for an offense that occurred within their jurisdiction. (The *Reppel* case conflicts with the 5th DCA decision in *Torres*, 350 So. 2d 421, 5th DCA 2022, and the conflict has been certified to the Florida Supreme Court but is it unknown whether the Supreme Court will exercise jurisdiction and resolve the conflict).

The *Reppel* case is clear that all of this can be fixed in-county through a Mutual Aid Agreement

to allow all city police officers to conduct felony and DUI related investigations outside their cities for offenses that occurred within their cities.

Funding

N/A

Strategic Plan Objective

Public Safety Goal B3 Safe, Pedestrian-Friendly Community

ADDENDUM - PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT

This is an addendum to the Pinellas County Combined Mutual Aid Agreement, effective from date of signing until January, 2025. This addendum is by and between the Pinellas County Sheriff's Office and any/all municipalities who have signed this addendum. This Addendum is effective upon signing.

Section II. is amended to include the following:

Extraterritorial Powers by municipalities: If a municipal officer from one jurisdiction (city) is conducting an investigation regarding any felony or to comply with the provision of § 316.1932 regarding breath, urine, and/or blood tests, for an offense that occurred within the officer's jurisdiction, the officer and all other officers from the same agency, retain jurisdiction and may at any time related to the investigation perform any investigative function, including the collection of evidence and suspect interviews, and exercise all police powers related to the investigation outside of their jurisdiction anywhere in Pinellas County.

All remaining terms remain in full force and effect.

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PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

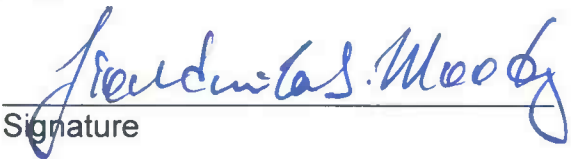
In acknowledgment and execution of the PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

PINELLAS COUNTY SHERIFF'S OFFICE

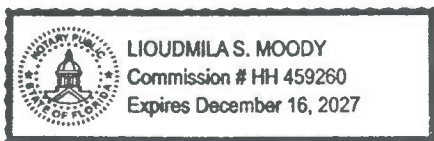

BOB GUALTIERI, Sheriff

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this 21st day of June, 2021, an officer duly authorized
by law to administer oaths and take acknowledgments, personally appeared BOB
GUALTIERI, Sheriff of Pinellas County, Florida, who is personally known to me and who
acknowledged he executed the foregoing Agreement.


Signature

Lioudmila S. Moody
Type, Stamp, Print Name



Notary Public
Title

My commission expires: 12/16/27

HH 459260
Serial No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

TOWN OF BELLEAIR

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this ____ day of _____, 20____, an officer duly
authorized by law to administer oaths and take acknowledgments, personally appeared
the above officials of the Town of Belleair, a municipal corporation of Florida, who are
known by me or who produced _____ as identification, and who
acknowledged they executed the foregoing Agreement as the proper officials of the
Town of Belleair, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED

MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

CITY OF CLEARWATER

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20____, an officer duly
authorized by law to administer oaths and take acknowledgments, personally appeared
the above officials of the City of Clearwater, a municipal corporation of Florida, who are
known by me or who produced _____ as identification, and who
acknowledged they executed the foregoing Agreement as the proper officials of the City
of Clearwater, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

CITY OF GULFPORT

CITY CLERK

By _____
City Manager

APPROVED AS TO FORM

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20____, an officer duly
authorized by law to administer oaths and take acknowledgments, personally appeared
the above officials of the City of Gulfport, a municipal corporation of Florida, who are
known by me or who produced _____ as identification, and who
acknowledged they executed the foregoing Agreement as the proper officials of the City
of Gulfport, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/21
PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

TOWN OF INDIAN SHORES

TOWN CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
Town Administrator

Town Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20____, an officer duly
authorized by law to administer oaths and take acknowledgments, personally appeared
the above officials of the Town of Indian Shores, a municipal corporation of Florida, who
are known by me or who produced _____ as identification, and who
acknowledged they executed the foregoing Agreement as the proper officials of the
Town of Indian Shores, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/21
PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

TOWN OF KENNETH CITY

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20____, an officer duly
authorized by law to administer oaths and take acknowledgments, personally appeared
the above officials of the Town of Kenneth City, a municipal corporation of Florida, who
are known by me or who produced _____ as identification, and who
acknowledged they executed the foregoing Agreement as the proper officials of the
Town of Kenneth City, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

CITY OF LARGO

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20____, an officer duly
authorized by law to administer oaths and take acknowledgments, personally appeared
the above officials of the City of Largo, a municipal corporation of Florida, who are
known by me or who produced _____ as identification, and who
acknowledged they executed the foregoing Agreement as the proper officials of the City
of Largo, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED

MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

CITY OF PINELLAS PARK

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20____, an officer duly
authorized by law to administer oaths and take acknowledgments, personally appeared
the above officials of the City of Pinellas Park, a municipal corporation of Florida, who
are known by me or who produced _____ as identification, and who
acknowledged they executed the foregoing Agreement as the proper officials of the City
of Pinellas Park, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED

MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

CITY OF ST. PETERSBURG

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20____, an officer duly
authorized by law to administer oaths and take acknowledgments, personally appeared
the above officials of the City of St. Petersburg, a municipal corporation of Florida, who
are known by me or who produced _____ as identification, and who
acknowledged they executed the foregoing Agreement as the proper officials of the City
of St. Petersburg, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

CITY OF TARPON SPRINGS

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this ____ day of _____, 20____, an officer duly
authorized by law to administer oaths and take acknowledgments, personally appeared
the above officials of the City of Tarpon Springs, a municipal corporation of Florida, who
are known by me or who produced _____ as identification, and who
acknowledged they executed the foregoing Agreement as the proper officials of the City
of Tarpon Springs, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

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ATTEST:

CITY OF TREASURE ISLAND

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20____, an officer duly
authorized by law to administer oaths and take acknowledgments, personally appeared
the above officials of the City of Treasure Island, a municipal corporation of Florida, who
are known by me or who produced _____ as identification, and who
acknowledged they executed the foregoing Agreement as the proper officials of the City
of Treasure Island, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/21

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES

UNIVERSITY OF SOUTH FLORIDA
ST. PETERSBURG

USF President
Pursuant to Section 23.1225(1)(b)
Florida Statutes

Chief
University of South Florida St.
Petersburg Campus Police Department
Pursuant to Section 23.1225(1)(b)
Florida Statutes

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this ____ day of _____
20____, personally appeared _____
_____, President of the
of the University of South Florida, who
is personally known to me and who
acknowledged he/she executed the
foregoing Agreement.

BEFORE ME, this ____ day of _____
_____, 20____, personally appeared _____
_____, Chief of
Police, University of South Florida St.
Petersburg Campus, who is personally
known to me and who acknowledged
he/she executed the foregoing
Agreement.

Signature

Signature

Sign, Print, Stamp Name

Sign, Print, Stamp Name

Notary Public
Title

Notary Public
Title

Serial No.

Serial No.

My commission expires:

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - ADDENDUM

In acknowledgment and execution of the PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT ADDENDUM, consisting of one page.

ATTEST:

SCHOOL BOARD OF PINELLAS COUNTY,
FLORIDA

Ex-Officio Secretary

By _____
Chairperson

APPROVED AS TO FORM

By _____
Law Enforcement Agency Head

School Board Attorney

By _____

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 20____, an officer duly
authorized by law to administer oaths and take acknowledgments, personally appeared
the above officials of the School Board of Pinellas County, Florida, who are known by
me or who produced _____ as identification, and who acknowledged they
executed the foregoing Agreement as the proper officials of the School Board of
Pinellas County, and the same is the act and deed of that Board.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

2024 WL 2983786

Only the Westlaw citation is currently available.

NOTICE: THIS OPINION HAS NOT BEEN RELEASED FOR PUBLICATION IN THE PERMANENT LAW REPORTS. UNTIL RELEASED, IT IS SUBJECT TO REVISION OR WITHDRAWAL.

District Court of Appeal of Florida, Sixth District.

State of Florida, Appellant,
v.
Bryan Allen Repple, Appellee.

Case No. 6D23-1448

|
June 14, 2024

Lower Tribunal No. 2021-CT-000090-E

Appeal from the County Court for Orange County.

[Eric H. DuBois](#), Judge.

Attorneys and Law Firms

[Ashley Moody](#), Attorney General, Tallahassee, and Richard A. Pallas, Jr., Assistant Attorney General, Daytona Beach, for Appellant.

[Stuart I. Hyman](#), of Stuart I. Hyman, P.A., Orlando, for Appellee.

Opinion

[NARDELLA](#), J.

The State appeals an order granting Bryan Allen Repple's ("Defendant") motion to suppress his breath test results.¹ Abiding by the long-standing rule that an appellant has the burden of demonstrating error on appeal and finding that the State has not met this burden, we affirm the trial court's order.

I.

At approximately 2:00 a.m. on a Saturday morning, Officer Andrew Moore of the Maitland Police Department pulled Defendant over for speeding. The traffic offense and subsequent stop occurred inside Maitland's city limits, which lie within Orange County, Florida. While speaking with Defendant, Officer Moore smelled the odor of alcohol, heard Defendant slur his speech, and saw Defendant's eyes were glassy and bloodshot. Based on these observations, fellow Maitland police officer Frank Banos began a driving under the influence ("DUI") investigation. With Defendant's consent, Officer Banos performed three field sobriety exercises, during which Defendant exhibited further signs of impairment. As a result, Officer Banos arrested Defendant for DUI.

Following the arrest, Officer Banos transported Defendant out of Maitland's city limits to a breath test facility in Orange County. The Orange County Sheriff's Office operates the facility, which was staffed that day by a single civilian technician. Once at the facility, Officer Banos accompanied Defendant and the technician into the testing room. There, Officer Banos read Defendant the implied consent warning in accordance with [section 316.1932, Florida Statutes \(2021\)](#).² After reading the warning, Officer Banos asked Defendant if he consented to the breath test. Defendant did. The test yielded a breath alcohol content exceeding the legal limit, leading the State to charge Defendant with DUI.

Before trial, Defendant moved to suppress the breath test results, arguing that Officer Banos unlawfully asserted his official authority because he acted outside of his territorial jurisdiction to obtain evidence not available to a private citizen using his or her own senses. After an evidentiary hearing, the trial court agreed with Defendant and suppressed the breath test results. The State timely appealed this ruling and raises a single argument for this Court's consideration.

The State's sole argument on appeal is that a municipal officer may, outside his or her territorial jurisdiction, assert official authority to gather evidence not otherwise obtainable by a private citizen when the subject matter of the investigation originated within the officer's territorial jurisdiction. Applying that general premise to the facts of this case, the State contends that because the DUI investigation began in Maitland, a Maitland municipal police officer had the power to use his official authority, outside the city limits of Maitland, to read Defendant the implied consent warning in accordance with

section 316.1932 to obtain a breath test. For the following reasons, and after conducting a de novo review³ of the trial court's suppression ruling, we disagree with both the premise of the State's argument and the reasoning of our sister courts that have recognized such extraterritorial police powers not authorized by the Legislature. Consequently, we find that the State has failed to demonstrate that the trial court erred when it suppressed evidence obtained from a search performed outside the territorial boundaries of the municipal officer's jurisdiction.

II.

When an officer obtains evidence by using the appearance of official power, in a jurisdiction where the officer has no power, the officer is said to act under the “color of office.” See *State v. Stouffer*, 248 So. 3d 1165, 1168 (Fla. 4th DCA 2018) (citing *State v. Phoenix*, 428 So. 2d 262, 266 (Fla. 4th DCA 1982) approved, 455 So. 2d 1024 (Fla. 1984)). The first known use of this expression comes from a thirteenth century English statute prohibiting King Edward's sheriffs from acting without authority.⁴ Steven L. Winter, *The Meaning of “Under Color of Law”*, 91 Mich. L. Rev. 323, 327 (1992). As explained by Professor Steven Winter, at that time, the King's officers and agents would have worn the King's coat of arms, giving their conduct, including acts not sanctioned by the King, “all the trappings and indicia of an official act.” *Id.* at 396.

By the nineteenth century, the expression was well-established in American jurisprudence and broadly referred to the illegal or unauthorized actions of government officials, often wearing a uniform or carrying a badge, which allowed their unlawful conduct to have “the guise or appearance of authority.” *Id.*; see generally *City of Lowell v. Parker*, 51 Mass. (10 Met.) 309, 313–14 (1845) (“He was an officer, had authority to attach goods ... on a suitable writ, professed to have such process, and thereupon took the plaintiff's goods He therefore took the goods *colore official*, and though he had no sufficient warrant for taking them, yet he is responsible to third persons, because such taking was a breach of his official duty.”); *Marbury v. Madison*, 5 U.S. 137, 170 (1803) (“If one of the heads of departments commits any illegal act, under color of his office, by which an individual sustains an injury, it cannot be pretended that his office alone exempts him from being sued in the ordinary mode of proceeding, and being

compelled to obey the judgment of the law.”). And that is how the expression was first used in Florida jurisprudence.

We trace the phrase “color of office” in Florida case law to a 1962 opinion issued by the Second District Court of Appeal, *Collins v. State*, 143 So. 2d 700 (Fla. 2d DCA 1962). In that case, two officers with the West Palm Beach Police Department set out to investigate the trafficking of marijuana. *Id.* at 701. They began their investigation by questioning the defendant, Herbert Lee Collins, who was already in their custody. *Id.* Collins implicated another suspect, Doc Bailey, whom the officers met with the next day. *Id.* For reasons unknown, Bailey took the officers to a field outside the city limits where marijuana leaves were lying on the ground. *Id.* at 702. After observing such evidence, the officers returned to their jurisdiction in West Palm Beach, seeking to question Collins further, but learned that Collins was now staying in a motel located outside their jurisdiction. *Id.* at 702–03. Undeterred, the officers traveled to the motel, obtained Collins’ room number, and knocked on the door. *Id.* Peeping through the hole, Collins saw the officers who had questioned him the day before and who were “wearing uniforms signifying their office.” *Id.* Collins opened the door, and the officers entered the room. *Id.* Once inside, the officers observed a marijuana plant in plain sight, leading them to perform an extensive search that produced more evidence of criminality. *Id.* at 702.

At trial, Collins moved to suppress the evidence seized from his motel room on the basis that the officers were outside of their jurisdiction and had no official authority to enter and search his motel room. *Id.* The trial court denied the motion, finding that the officers were at the motel as private citizens and, therefore, exerted no official authority outside their jurisdiction. *Id.* The trial court then reasoned that a private person could have made a citizen's arrest because a felony was committed in their presence and that officers outside of their territorial jurisdiction retained their rights to act as private persons. *Id.* at 703.

The Second District Court of Appeal disagreed and, in doing so, described the officers’ purported use of official power, where the officers had no power, as acting under the color of their office:

The actions of the police officers, which culminated in the arrest, search and seizure,

extended over a period of two days. All of these actions, while in the City of West Palm Beach, were consistent with their duties and under their power and authority as police officers. Their previous interrogations with Collins had been as police officers, and their presence at the door of the motel room, in the uniform signifying their official position as police officers, was a part of their continuing investigation begun as police officers. They were acting under color of their office. We conclude that Collins admitted them to the motel room by virtue of the force and effect of their official position as police officers. He did not admit them as private citizens. An officer gaining access to private living quarters under color of his office and of the law which he personifies must then have some valid basis in law for the intrusion.

Id.

Ultimately, because the officers acted under the color of their office to gain access to evidence, the *Collins* court held that in order to preserve the constitutional rights of American citizens, which had been violated by the officers' use of official power where they had none, the law required that the evidence obtained be suppressed. *Id.* at 702 (“[T]he right of citizens to be secure from illegal search and seizure and to be free from the necessity of giving evidence against themselves as guaranteed by the Fourth and Fifth Amendments of the Federal Constitution and by Section 12 and Section 22 of the Declaration of Rights of the Florida Constitution, F.S.A. is inalienable and must be protected at the risk that an individual criminal may go without punishment.”). In sum, the *Collins* court used the phrase “color of office” to describe an officer obtaining evidence with the appearance of official power but in a jurisdiction where the officer had no power, and the court provided a remedy for that abuse: suppression of the evidence seized. Since *Collins*, courts throughout Florida have recognized that when an officer improperly acts under the “color of office” to obtain evidence not otherwise available to a private citizen, that evidence must be suppressed. *Knight v. State*, 154 So. 3d 1157, 1160 (Fla. 1st DCA 2014) (citing *Phoenix*, 428 So. 2d at 266).

III.

Officer Banos asserted his official power as a police officer when he requested the breath test and gave Defendant the implied consent warning in accordance with [section 316.1932](#). See [§ 316.1932\(1\)\(a\)](#)1.a., Fla. Stat. (“The chemical or physical breath test must be incidental to a lawful arrest and administered *at the request of a law enforcement officer who has reasonable cause to believe such person was driving or was in actual physical control of the motor vehicle within this state while under the influence of alcoholic beverages.*” (emphasis added)). What is left to be determined, is whether Officer Banos had the authority to do so outside of his jurisdiction. To determine whether Officer Banos possessed authority, we must answer two fundamental questions not often addressed in our state's jurisprudence: From where does a municipality's power to police come and what is the scope and limit of that power? The answer lies in our state's constitution.

Our state's constitution gives the Florida Legislature the power to establish municipalities, bestow powers upon them, and amend their charters. [Art. VIII, § 2\(a\), Fla. Const.](#); see also *Brooks v. Watchtower Bible & Tract Soc. of Fla., Inc.*, 706 So. 2d 85, 87 (Fla. 4th DCA 1998) (citing Ch. 165, Fla. Stat. (1997); *Town of Palm Beach v. City of West Palm Beach*, 55 So. 2d 566, 572 (Fla. 1951)). In 1959, the Legislature created the City of Maitland through a special act, Chapter 59-1475, Laws of Florida, which, after setting forth the new city's territorial boundaries, proceeded to bestow powers and privileges within those boundaries. Among the many powers granted to the City of Maitland was the power “[t]o exercise full police powers, and establish and maintain a department of police.” Ch. 59-1475, § 34(15), Laws of Fla. The Legislature gave this power “for the preservation and enforcement of law and order within said City.” Ch. 59-1475, § 50, Laws of Fla. Nowhere in the special act, however, did the Legislature give the City of Maitland the power to police outside of its territorial limits, which our state's constitution vests the Legislature with the power to do, if desired.

[Article VIII, section 2\(c\) of Florida's constitution](#) requires that the exercise of extraterritorial powers by municipalities must be provided for by general or special law. See [§ 166.021\(3\)\(a\), \(4\), Fla. Stat. \(2021\)](#) (reiterating that Florida's Constitution leaves the Legislature power to enact laws concerning the exercise of extraterritorial power); Op. Att'y Gen. Fla. 82–01

(1982) (concluding that absent statutory authority a municipality possessed no extraterritorial power to operate and maintain or contract for operation and maintenance of private utility system owned by private nonprofit corporation for the use and benefit of persons and properties located outside its corporate limits and to utilize municipal personnel to carry out such operational functions and services). In fact, the Legislature has granted municipalities, including the City of Maitland, the power to exercise police powers outside of its jurisdiction by general law in at least two instances cited by the State.

The first instance, which does not apply here, is fresh pursuit, pursuant to [section 901.25, Florida Statutes \(2004\)](#). This section grants duly authorized municipal police officers the power to arrest a person outside of their jurisdiction when in fresh pursuit, which the Legislature defined in a noteworthy way. Ch. 78-246, § 1, Laws of Fla. After adopting the common law definition of fresh pursuit, which allowed “an officer [to] pursue a felon or a suspected felon, with or without a warrant, into another jurisdiction and arrest him there,” *Porter v. State*, 765 So. 2d 76, 78 (Fla. 4th DCA 2000), the Legislature expanded the adopted definition to include the pursuit of a person who violated a municipal ordinance. Ch. 83-119, § 2, Laws of Fla. While the expanded definition is of no consequence in this case, it serves to confirm the well-established concept that a municipal police officer's powers have territorial bounds which the Legislature, and only the Legislature, can expand to address the needs of the State or municipalities.

The second instance, which also does not apply here, is by agreement between local law enforcement agencies; specifically, a written,⁵ executed, and filed agreement under the Florida Mutual Aid Act (“FMAA”), [section 23.1225, Florida Statutes \(2013\)](#). A mutual aid agreement is an agreement between two or more law enforcement agencies, that, among other things, permits voluntary cooperation and assistance in routine law enforcement matters across jurisdictional lines. *Id.* Examples of such cooperation discussed in the FMAA itself include agreements authorizing state university police officers to enforce laws within a specified jurisdictional area and agreements establishing a joint city-county traffic enforcement task force. *Id.*; see *State v. Allen*, 790 So. 2d 1122, 1124 (Fla. 2d DCA 2001) (explaining that statutory examples of cooperation are not

meant to be exclusive). It is possible an agreement entered into under the FMAA may authorize Maitland police officers to exercise authority outside of Maitland. However, the State did not introduce such an agreement into evidence, a fact the trial court aptly observed at the suppression hearing. Thus, we do not consider whether such an agreement exists. *Cf. Daniel v. State*, 20 So. 3d 1008, 1012 (Fla. 4th DCA 2009) (upholding a trial court's decision to deny a motion to suppress evidence obtained by officer using his official authority in other jurisdiction where his actions were authorized under a mutual aid agreement that provided “[o]n duty officers from one jurisdiction may conduct investigations (that originate in their jurisdiction)”).

Having determined that the only two laws the State cited as granting municipalities extraterritorial police powers do not apply, we turn to the premise of the State's argument—that courts can grant extraterritorial police power to municipalities. We must reject this premise.

Again, [article VIII, section 2\(c\) of Florida's Constitution](#) provides that the “exercise of extra-territorial powers by municipalities shall be as provided by general or special law.” Thus, the power to grant municipalities extraterritorial powers belongs exclusively to the Legislature. See generally *Spokeo, Inc. v. Robins*, 578 U.S. 330 (2016) (explaining that in a government with a tripartite structure, the power of the judiciary should not intrude upon the powers given to the other branches). While it is possible that the Legislature has granted such power in this case, the State has not pointed to any such law. Further, while it is possible that a mutual aid agreement may provide the City of Maitland with such power, the State did not place any such agreement in the record. Accordingly, based on the record and arguments before us, we find that the municipal officer in this case was without the power to use his official authority outside the city limits of Maitland to obtain evidence not available to a private citizen.

A.

In finding that Officer Banos was without power, we are in direct conflict with the Fifth District Court of Appeal, which, in *State v. Torres*, 350 So. 3d 421 (Fla. 5th DCA 2022), recognized a court-created exception to the color of office doctrine. In *Torres*, the Fifth District found that a municipal

officer who began a DUI investigation inside his municipality *retained* power outside of his municipality to request that a driver submit to a breath test. Before discussing the *Torres* decision, and our reason for not joining the Fifth District, we must clarify some confusion in the case law describing legislative expansions to a municipal officer's power as so-called “exceptions” to the color of office doctrine.

Crucial to the *Collins* decision was the finding that the officers projected power they did not actually possess to gain entrance to Collins’ motel room, which the *Collins* court described as acting under the color of their office. In the decades since *Collins*, some of our sister courts began endorsing judicially created “exceptions” to the color of office doctrine, often as a precursor to discussing instances of fresh pursuit or cooperation under a mutual aid agreement, which are appropriate legislative creations. The State now borrows this language and describes such legislative grants of power as “exceptions” to the color of office doctrine and uses that language to build its argument for recognizing another judicially created exception. As demonstrated below, this phraseology makes little sense when the color of office doctrine is viewed in the correct light. Further, using such language leads to the impression that courts are simply creating another exception to a court-created doctrine.

The two purported “exceptions” to the color of office doctrine routinely discussed in Florida cases are the “fresh pursuit” and the mutual aid agreement exceptions. *See, e.g., Phoenix*, 428 So. 2d at 265; *Daniel*, 20 So. 3d at 1012. While both are exceptions to the general rule that a municipal officer does not have power outside his or her municipality, neither are exceptions to the color of office doctrine. This is because the color of office doctrine is an expression of the rule that an officer cannot project power he or she does not possess to gain evidence or arrest a suspect when a private citizen would be unable to do so. With respect to both “fresh pursuit” and mutual aid agreements, the so-called “exceptions” to the doctrine are not exceptions at all because the Legislature, pursuant to [article VIII, section 2\(c\) of the Florida Constitution](#), passed legislation that gives official power to officers to act outside their jurisdiction in those instances. Where officers are provided with the power to act by the Legislature, they are not acting without power and under the color of their office, as were the officers in *Collins*. Instead,

the officers are acting with actual legal authority to exercise police power.

B.

With this distinction in mind, we confront the court-created “exception” further developed in *Torres*, which the State asks us to adopt.

As is the case here, in *Torres*, the State appealed an order granting a motion to suppress the results of a breath test because the municipal law enforcement officer was outside of his geographic jurisdiction when he requested that the defendant submit to this testing. *Torres*, 350 So. 3d at 422. In holding that the breath test results should not be suppressed, the Fifth District stated that there were “exceptions” to the color of office doctrine. One exception referenced by footnote was the “fresh pursuit” exception, which the court found not to apply.

But the main “exception” the *Torres* court discussed and relied on to reverse the suppression order was a continuing investigation exception. The *Torres* court explained that this exception allows a municipal officer “to continue to act or investigate outside of his or her geographic jurisdiction if the subject matter of the officer's investigation originates inside their city limits.” *Torres*, 350 So. 3d at 424. The *Torres* court, however, did not cite any general or special law to support this exception. Rather, it grounded this exception on a line of cases, all of which referenced the exception, but none of which explicitly created the exception or cited any authority for the exception in statute or the constitution. *Id.* In fact, our reading of these cases leads us to conclude that this exception may have simply slid into Florida jurisprudence through multiple courts’ use of imprecise language, which over time was cited by one court and then another, often in decisions that recited the purported exception, but never exclusively relied upon it and certainly never examined its origin.

As evidence of this, we start with the two cases cited by the *Torres* court: *Knight v. State*, 154 So. 3d 1157 (Fla. 1st DCA 2014), and *Nunn v. State*, 121 So. 3d 566 (Fla. 4th DCA 2013). Both cases state that municipal law enforcement officers can exercise their law enforcement powers outside the limits of their municipality if the subject matter of their investigation

originated inside their municipality's limits. *Knight*, 154 So. 3d at 1159; *Nunn*, 121 So. 3d at 568. But neither case created that exception and, upon close examination, neither case relied upon it.⁶ They simply stated that such an exception existed. In reciting the purported continuing investigation exception, which neither *Knight* nor *Nunn* ultimately relied upon, both cases cited as authority for its existence *State v. Price*, 589 So. 2d 1009 (Fla. 4th DCA 1991).⁷ But, as an authority for the exception, *Price* suffers from the same infirmity.

Price is a two-paragraph opinion. From the brief facts we learn that the Fort Lauderdale police used a confidential informant to arrange a drug deal and then recorded the conversation between the informant and the defendant. *Price*, 589 So. 2d at 1010. When arrangements were finalized for the drug deal to take place outside of Fort Lauderdale, the Fort Lauderdale police handed the investigation over to the Broward County Sheriff's Department. *Id.* As such, the officers in *Price* never exerted police power outside their jurisdiction and therefore never needed a court-created exception to grant them that power. Nevertheless, *Price* states that such an exception exists and cites a single case for that proposition: *Goodman v. State*, 399 So. 2d 1120 (Fla. 4th DCA 1981). *Id.*

Goodman, however, did not create the continuing investigation exception, nor did it cite a statute or constitutional provision that bestowed such power upon an officer. Instead, the *Goodman* court applied the continuing investigation exception, as if it was a well-established judicially created exception to the color of office doctrine. *Goodman*, 399 So. 2d at 1121. But a year later, the Fourth District felt compelled to remind readers that this exception was “subject to the proviso ... that officers who act outside their jurisdiction, but not in fresh pursuit, may investigate and gather evidence only through the use of their own senses and through the voluntary cooperation of citizens.” *Phoenix*, 428 So. 2d at 266 n.2. In other words, police officers who act outside of their jurisdiction, and not in fresh pursuit, may not use power belonging only to the police. *Id.* Over time, though, this proviso was lost and the line of cases subject to it went on to serve as the foundation in *Price*, which then served as the foundation in *Nunn*, which then served as the foundation in *Knight*, which then served as the foundation in *Torres*. From this history, we conclude that a stand-alone, continuing

investigation exception may have inadvertently slid into Florida's jurisprudence despite the *Phoenix* court's warning.

For this reason, and because we find that the power for a municipality to exercise extraterritorial powers must be provided by the Legislature, we reject a court-created exception and certify conflict with the Fifth District's decision in *Torres*. In so doing, we are mindful of the powerful contrast the *Collins* court drew decades ago when excluding evidence obtained based upon the color of office, explaining that: “Any other rule would undermine ‘the right of the people to be secure in their persons, houses, papers and effects,’ and would obliterate one of the most fundamental distinctions between our form of government, where officers are under the law, and the police-state where they are the law.” *Collins*, 143 So. 2d at 703.

AFFIRMED. CONFLICT CERTIFIED.

WOZNIAK and MIZE, JJ., concur.

All Citations

--- So.3d ----, 2024 WL 2983786

Footnotes

¹ This case was transferred from the Fifth District Court of Appeal to this Court on January 1, 2023.

² The warning given by the law enforcement officer must inform the individual of the following information:

The person shall be told that his or her failure to submit to any lawful test of his or her breath will result in the suspension of the person's privilege to operate a motor vehicle for a period of 1 year for a first refusal, or for a period of 18 months if the driving privilege of such person has been previously suspended or if he or she has previously been fined under s. 327.35215 as a result of a refusal to submit to a test or tests required under this chapter or chapter 327, and shall also be told that if he or she refuses to submit to a lawful test of his or her breath and his or her driving privilege has been previously suspended or if he or she has previously been fined under s. 327.35215 for a prior refusal to submit to a lawful test of his or her breath, urine, or blood as required under this chapter or chapter 327, he or she commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, in addition to any other penalties provided by law.

§ 316.1932(1)(a)1.a., Fla. Stat. (2021).

³ When the facts relevant to an order granting a motion to suppress are undisputed, as is the case here, the Court conducts a de novo review of the trial court's suppression ruling. *Everett v. State*, 893 So. 2d 1278, 1282–83 (Fla. 2004); *State v. Torres*, 350 So. 3d 421, 422 (Fla. 5th DCA 2022); *Bauman v. State*, 290 So. 3d 147, 148 (Fla. 2d DCA 2020); *State v. Furr*, 723 So. 2d 842, 844 (Fla. 1st DCA 1998).

⁴ The English statute provided “[t]hat no Escheator, Sheriff, nor other Bailiff of the King, by Colour of his Office, without special Warrant, or Commandment, or Authority certain pertaining to his Office, disseise any Man of his Freehold, nor of any Thing belonging to his Freehold.” 3 Edw. 1, ch. 24 (1275) (Eng.), reprinted in 1 STATUTES AT LARGE 92–93 (Danby Pickering ed., 1762).

⁵ When the Governor declares a state of emergency pursuant to Chapter 252, participating agencies may waive for up to 90 days from the declared disaster or emergency the written requirements for operational assistance agreements. § 23.1225(5), Fla. Stat. (2013).

⁶ The defendant in *Knight* sought to suppress all evidence seized as a result of a search of his home computer. Although the *Knight* court discussed the continuing investigation exception, it never needed the exception to give power to the officer's actions because the officer never projected power she did not have. This is so for two reasons. First, the *Knight* court had already concluded that none of the officer's initial actions were outside her jurisdiction because the “investigation involved computer files appellant placed in folders that were shared over a peer-to-peer network” that could be “accessed over the Internet by way of appellant's file-sharing program,” and, therefore, “appellant cannot argue that this portion of [the officer's] investigation was outside her territorial jurisdiction.” *Knight*, 154 So. 3d at 1160. Second, the officer's continued involvement in gathering evidence outside of her jurisdiction was authorized by a mutual aid agreement. *Id.* Therefore, the short discussion in *Knight* of a stand-alone, court-created continuing investigation exception was unnecessary to reach the opinion's outcome.

Likewise, in *Nunn* the officer never used the power of her office outside her jurisdiction, and the defendant never argued she did. Instead, the defendant's argument in *Nunn* was that the officer never had authority to record a telephone call from within her jurisdiction because it was ultimately discovered that the crime was outside her jurisdiction. *Nunn*, 121 So. 3d at 567 (“Nunn claims that the officer was not acting within her jurisdiction when she recorded the call because all the acts occurred in Margate.”). In denying the motion to suppress, the *Nunn* court held that at the time the

controlled call was made, the Coral Springs Police Department had “a good faith belief that the acts occurred in both Margate and Coral Springs.” *Id.* at 568. The fact that the officers later learned that the acts of abuse only occurred in Margate, outside their jurisdiction, did not invalidate the authority they had to record a controlled call within their jurisdiction in order to investigate a crime they had reason to believe occurred within their jurisdiction.

⁷ The *Knight* court also cited *State v. Allen*, 790 So. 2d 1122, 1125 (Fla. 2d DCA 2001), and *Wilson v. State*, 403 So. 2d 982, 984 (Fla. 1st DCA 1980).



Board of Commissioners

Memorandum

Date: July 2, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Ratify an Increase to File No. 230110-C-AS, Body Armor and Ballistic Vests, utilizing State of Florida Contract No. 46151500-NASPO-21-ACS

Recommendation

Ratify an increase to File No. 230110-C-AS, Body Armor and Ballistic Vests, utilizing State of Florida Contract No. 46151500-NASPO-21-ACS, with GT Distributors, Inc., by \$12,000, from \$48,000, to \$60,000, effective through November 10, 2024, for the Police Department (PD).

Background

On February 8, 2023, the subject contract was administratively awarded through November 10, 2023. On July 24, 2023, the State of Florida contract was renewed through November 10, 2024. On August 22, 2023, the BOC increased the contract from \$24,900 to \$30,000, and approved the renewal through November 10, 2024, in an estimated annual amount not to exceed \$48,000. Due to retiring officers and an influx of new officers, equipment purchases have increased during this contract year, accounting for the higher expenditures in FY24 (see attached memo). The purpose of this contract is to provide PD with as-needed body armor and ballistic vests for its officers and SWAT team. This ratification increase is needed to pay final invoice(s) through the remaining contract term.

Funding

FY24 001-1002-521.5200 – Police Department

Strategic Plan Objective

N/A



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

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

Date: June 17, 2024

Ref: Modification to Body armor and ballistic vests purchase with GT Distributors, Inc.

The Police Department (PD) is requesting to ratify an increase to the Contract File No. 230110-C-AS, Body Armor and Ballistic Vests with GT Distributors, Inc. utilizing Florida ACS No. 46151500-NASPO-21-ACS in the amount of \$12,000, from \$48,000 to \$60,000 for the remaining contract term.

The requested funds will account for higher expenditures in FY24 due to an increase in officer numbers and the replacement of retired officers. The updated contract will cover the initial procurement of vests necessary to equip our incoming officers.

The current vest model that the PD uses are competitively bid and offered on the State of Florida Alternate Contract Source No. 46151500-NASPO-21-ACS.

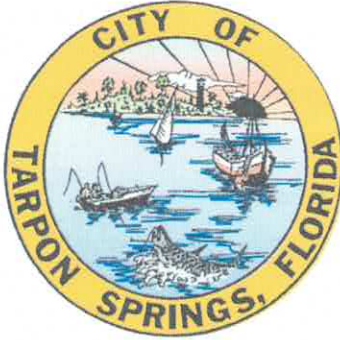
Funding:
FY24 001-1002-521.5200



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CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
THRU: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 08/22/2023
SUBJECT: Ratify an Increase and Renew File No. 230110-C-AS, Body Armor and Ballistic Vests, utilizing the State of Florida Contract No. 46151500-NASPO-21-ACS

RECOMMENDATION:

Ratify an Increase to File No. 230110-C-AS, Body Armor and Ballistic Vests, utilizing the State of Florida Contract No. 46151500-NASPO-21-ACS, in an amount not to exceed \$5,100, from \$24,900, to \$30,000, and further renew the Contract (230110-C-AS) for a one (1) year period, effective November 11, 2023 through November 10, 2024, in an estimated annual amount not to exceed \$48,000, for the Police Department (PD). Purchase orders will only be issued against approved budgets.

BACKGROUND:

On February 8, 2023, the subject Contract was administratively awarded through November 10, 2023. On July 24, 2023, the State of Florida Contract was renewed, effective November 11, 2023 through November 10, 2024. The purpose of this contract is to provide PD with as needed body armor and ballistic vests for its officers and SWAT team (see attached memo). The ratification increase is needed to pay the final invoice(s) through the remainder of the current contract term due to an annual rate increase and augmented officer count. The requested amount for the Contract renewal reflects the new contract pricing and will cover ballistic vests for new officers, replace expired vests for existing officers, and includes new purchases and expiring vest replacements for the City's SWAT team.

FUNDING: 001-1002-521.52-00 FY23 - \$5,100; 001-1002-521.52-00 FY24 - \$20,000; 142-1023-521.52-00 FY24 - \$28,000

Accepted by: *Maia S. Selam*
City Manager

Attest: *James S. Jackson*
City Clerk





TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P. Young, Chief of Police *py*

Date: August 14, 2023

Ref: Ratify Increase and Renew Contract File No. 230110-C-AS

The Police Department (PD) is requesting to ratify an increase to the Contract File No. 230110-C-AS, Body Armor and Ballistic Vests with GT Distributors, Inc., utilizing State of Florida ACS No. 46151500-NASPO-ACS, in the amount of \$5,100.00, from \$24,900 to \$30,000, and renew the contract through 11/10/2024, in an estimated annual amount not to exceed \$48,000.

The requested funds will account for higher expenditures in FY23, resulting from an augmented officer count and elevated prices for vest outer carriers. The updated contract will encompass expenses for ballistic vests, accommodating both new recruits and existing officers whose vests are due for replacement in FY24, including those within the SWAT team.

The current models that PD uses are competitively bid and offered on the State of Florida Alternate Contract Source No. 46151500-NASPO-21-ACS.

Funding is available in the following accounts:

FY23: 001-1002-521.52-00	\$5,100.00
FY24: 001-1002-521.52-00	\$20,000.00
142-1023-521.52-00	\$28,000.00



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MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 164720	Amendment CMS # 174646
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1. PARTIES

This Amendment to the above-referenced Master Agreement ("Contract") is entered into by and between **Safariland, LLC** (hereinafter called "Contractor"), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the "State"), and collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number **164720**.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2022, and ending on November 10, 2023.

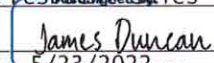
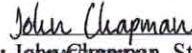
7. START DATE

This Amendment shall take effect on the later of the Effective Date or November 11, 2022.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

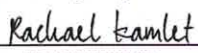
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Safariland, LLC	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Cherardini, Executive Director
By: James Duncan Title: Vice President Sales  Date: 5/23/2022	 By: John Chapman, State Purchasing Manager Date: 5/23/2022

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
 By: 
 6D1AC497138C48B... Rachael Kamlet

Date: 5/23/2022



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, Senior Procurement Analyst
DATE: 02/08/2023
SUBJECT: Administrative Approval to Award File No. 230110-C-AS Body Armor and Ballistic Vests, Utilizing Florida State Contract No. 46151500-NASPO-21-ACS

RECOMMENDATION:

Award File No. 230110-C-AS Body Armor and Ballistic Vests, utilizing Florida State Contract No. 46151500-NASPO-21-ACS to G T Distributors, Inc., in an estimated amount not to exceed \$24,900.00, for a period through November 10, 2023, for the Police Department (PD).

BACKGROUND:

The purpose of this contract is to provide PD with body armor and ballistic vests for its officers. This equipment is vital to ensuring the safety and protection of police officers while on duty. Florida State Contract No. 46151500-NASPO-21-ACS is effective through November 10, 2023. This contract has the option of two (2) additional one-year renewal periods (see memo electronically filed F:\Solicitations FY23\230110-C-AS Body Armor and Ballistic Vests (PD)\1 - From Agency_Dept).

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

Date of Approval: 2-8-2023



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

14 From: Jeffrey P. Young, Chief of Police

Date: February 7, 2023

Reference: Body armor and ballistic vest purchase with GT Distributors, Inc.

The Police Department is requesting a new contract for GT Distributors utilizing Florida State contract 46151500-NASPO-21-ACS in the amount \$24,900.00 for the purchase of body armor and ballistic vests in fiscal year 2023.

This will cover the purchase of vests for new officers as well as current officers that have vests that will expire this fiscal year.

Funds: 001-1002-521.52-00
142-1023-521.52-00



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Board of Commissioners

Memorandum

Date: July 2, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 240141-N-AS, Single Source Purchases of Sulfuric Acid

Recommendation

Award File No. 240141-N-AS, Single Source Purchases of Sulfuric Acid, to Shrieve Chemical Company, LLC (Shrieve Chemical), effective from the date of award through a period of one (1) year, in an estimated amount not to exceed \$110,000, for the Public Services Department – Reverse Osmosis Water Treatment Facility (ROWTF).

Background

The purpose of this contract is to provide an ongoing and as needed supply of sulfuric acid, which is essential for ROWTF's operations in the production of high-quality drinking water that meets state and federal drinking water standards, including the National Sanitation Foundation. Shrieve Chemical was the only supplier to respond to the City's past competitive bid(s) for sulfuric acid. Procurement Services posted a Notice of Intent to Single Source, and no objections were received. Staff deemed the current pricing offered to be fair and reasonable based on historical pricing paid by the City and Green Markets North American Fertilizer Price Index quarterly assessments. The requested amount reflects a \$10,000 decrease from the last approved spending authorization (230158-N-AS) to reflect current usage rates and anticipated pricing (see attached memo).

Funding

RO Water Treatment account no. 402-4305-536.52-00 FY24 and FY25 budgets

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: June 18, 2024
To: Janina Lewis, Procurement Services Director
Through: R. Thomas Kiger, Public Services Director
Raymond Page, Utilities Superintendent 
From: Darryl Vaci, Water Division Manager
Subject: Award Single Source No. 240141-N-AS, for Sulfuric Acid for the RO Water Facility

Recommendation

Award Single Source No. 240141-N-AS for Sulfuric Acid to Shrieve Chemical Company, LLC, (Shrieve Chemical) for the RO Water Facility (ROWF) in the estimated amount not to exceed \$110,000, for a one-year period.

Background

Procurement Services posted a Notice of Intent (240141-N-AS) to Single Source to Shrieve Chemical for as needed purchases of Sulfuric Acid for the ROWF, and no objections were received. Shrieve Chemical was the only company to respond to past competitive bids for sulfuric acid and is therefore noticed, as an intent to single source with no viable competition exists. Staff deemed the current pricing offered by Shrieve Chemical to be fair and reasonable.

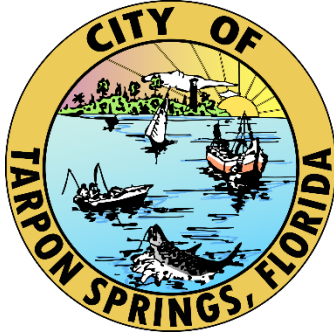
During the agreement, pricing will be addressed through escalation factors based on order volume and will be reviewed quarterly based on the Green Markets price index (a snapshot of how North American fertilizer prices and associated chemicals like sulfuric acid are trending over time). The pricing is adjusted on a quarterly basis with utility and procurement approval, provided that a request is made by the vendor within 30 days of the release of the index information. This has been the historical practice with previous City contracts with Shrieve Chemical, and pricing is currently down 2% year over year, and down about 25% from the historic high in 2022. The previous annual spending authorization was \$120,000, and the authorization request has been revised to \$110,000 to reflect current usage rates and anticipated pricing.

This chemical is essential for the operation of the RO Water Facility and the production of high quality drinking water that meets all state and federal drinking water standards. This chemical also meets the National Sanitation Foundation (NSF) certification requirements. RO water production cannot occur without this necessary component.

Funding

Funds have been budgeted in Water Treatment Account 402-4305-536.52-00 in the 2024 and 2025 Fiscal Budgets.

fel 6-25-24



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

NOTICE OF INTENT TO SINGLE SOURCE

FILE NUMBER: 240141-N-AS

Purchase of Sulfuric Acid

The City of Tarpon Springs intends to recommend the award of a single source purchase agreement to Shrieve Chemical Company, LLC, for the purchase of sulfuric acid for the Public Services Department - Reverse Osmosis Water Treatment Facility.

Contractors who believe they can meet or exceed the above stated requirement must provide convincing technical data sufficient to support their position. The City of Tarpon Springs Procurement Services office must receive replies to this notice not later than close of business on June 16, 2024. After this date, an award will be made. Responses to this notice will be used to determine whether bona fide competition exists.

Send written responses to City of Tarpon Springs Procurement Services, 324 E. Pine St., Tarpon Springs, Florida, 34689, Attention Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst, email to asaday@ctsfl.us. For further information call (727) 941-4871.



Board of Commissioners

Memorandum

Date: July 2, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Renew File No. 220153-C-AS, Wireless Data, Voice, and Accessories, Utilizing National Association of State Procurement Officials (NASPO) Master Agreement No. MA176

Recommendation

Renew File No. 220153-C-AS, Wireless Data, Voice, and Accessories, utilizing NASPO Master Agreement No. MA176 with T-Mobile USA, Inc., effective July 01, 2024 through August 11, 2029, in an estimated annual amount not to exceed \$23,400, for the Police Department (PD).

Background

On August 9, 2022, the BOC approved the subject Contract through June 30, 2024. On February 12, 2024, the State of Utah Division of Purchasing effected the renewal of NASPO Contract No. MA 176, through August 11, 2029. The purpose of this contract is to provide continuous functionality and reliability of PD's wireless data and voice services (see attached memo). Staff deemed the offered pricing through the NASPO Cooperative Contract to be fair and reasonable based on historical pricing paid by the City and competitive solicitation for the contracted services.

Funding

001-1002-521.4100 – Police Department FY24 budget

Strategic Plan Objective

N/A



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director
From: Jeffrey P Young, Chief of Police *JPY*
Date: June 17, 2024
Ref: Wireless Voice and Data Services and Accessories

The Police Department has budgeted \$23,400 in FY24 for the continued utilization of T-Mobile USA for Wireless Voice and Data Services and Accessories.

The PD wishes to continue the contract with T-Mobile USA, Inc., utilizing NASPO Master Agreement No. MA 176 for a period through August 11, 2029, at an annual amount of \$23,400.

Approval of this continued utilization of the T-Mobile contract ensures the continuous functionality and reliability of our voice and data services, thereby benefiting both our law enforcement officers and the communities they serve.

The funds are budgeted for FY24 in account 001-1002-521.41-00.

fel 6-25-24



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

"A Full Service Accredited Law Enforcement Agency"





STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 9

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date (before this amendment): 8/11/2024

Expiration Date (changed to by this amendment): 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **T-Mobile USA, Inc.** (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

[Note: the following changes are to amend the NASPO Master Agreement.]

1. The contract's expiration date is hereby changed from 08/11/2024 to **08/11/2029**.
2. The parties agree as follows: Add the "**SASE by Versa**" solution – see the attached, completed "Attachment M New Product Request Form". The "**SASE by Versa**" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
3. The parties agree as follows: Add the "**Ivanti** fleet, asset and workforce management platform" solution – see the attached, completed "Attachment M New Product Request Form". The "**Ivanti** fleet, asset and workforce management platform" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
4. The parties agree as follows: Add the "**Jamf Pro** Mobile Device Management" solution – see the attached, completed "Attachment M New Product Request Form". The "**Jamf Pro** Mobile Device Management" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
5. The parties agree as follows: Add the "**Samsung Knox Manage**" Mobile Device Management solution – see the attached, completed "Attachment M New Product Request Form". The "**Samsung Knox Manage**" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

Effective Date of Amendment: 2/12/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

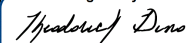
STATE OF UTAH

DocuSigned by:

2/2/2024
Contractor's Signature Date

David Bezzant
Contractor's Name (Print)

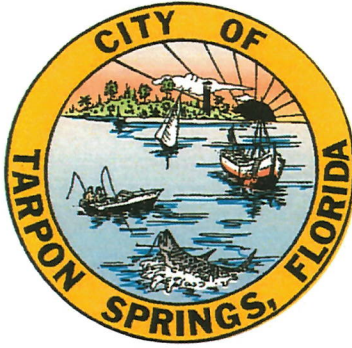
Vice President
Title (Print)

Approved by:

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T-Mobile Legal Dept

DocuSigned by:

2/2/2024
C38BE9DAC528424...
Director, State of Utah Division of Purchasing Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	Contract #
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA176 (Amd #9)



CITY OF TARPON SPRINGS, FL
Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
Thru: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director *AL*
FROM: Anela Saday, CPPB, Senior Procurement Analyst *AS*
DATE: 08/09/2022
SUBJECT: Award File No. 220153-C-AS, Wireless Data, Voice, and Accessories utilizing National Association of State Procurement Officials (NASPO) Master Agreement No. MA 176-1

RECOMMENDATION:

Award File No. 220153-C-AS, Wireless Data, Voice, and Accessories utilizing National Association of State Procurement Officials (NASPO) Master Agreement No. 176-1 to T-Mobile USA, Inc. (T-Mobile), in an estimated annual amount not to exceed \$18,680.76 through June 30, 2024, for the Police Department.

BACKGROUND:

The purpose of this contract is to provide the Police Department with wireless data, voice, and accessories at discounted rates through NASPO Master Agreement No. MA176-1 with T-Mobile. This contract may be extended for one (1) additional five (5) year period. T-Mobile offers a Connecting Heroes discount to government first responders which will save the City \$10,931.76 annually compared to the pricing with the current provider (see the attached memo).

FUNDING: 001-1002-521.4100 Police Department

Accepted by: _____

Michael LeGour

City Manager

Attest: _____

Deanne S. Jacobs

City Clerk





TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director
From: Jeffrey P Young, Chief of Police
Date: July 20, 2022
Ref: Wireless Voice and Data Services and Accessories

The City of Tarpon Springs Police Department wishes to contract with T-Mobile USA, Inc., utilizing NASPO Master Agreement No. MA 176-1, for Wireless Voice and Data Services and Accessories, at an estimated annual cost of \$18,680.76, for a period through June 30, 2024.

The current annual cost for Wireless Voice and Data Services and Accessories with our current carrier is \$29,612.52. The projected annual savings with the T-Mobile USA Inc. contract is \$10,931.76 or approximately \$20,952.54 for the contract term.

The funds are budgeted for FY22 in account 001-1002-521.41-00.



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

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NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **CITY OF TARPON SPRINGS, FLORIDA**

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA176 led by the State of Utah, as amended ("Master Agreement") for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1, 2, 3A and 3C** (unless indicated otherwise).

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including any renewals or extensions to the Master Agreement.

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are attached and incorporated as **Exhibit 1**.

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. Administrative Fee and Reporting:

Insert any state-specific Administrative Fee and Reporting Requirements.

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

6. Purchase Order Instructions:

Insert any state-specific instructions/requirements for placing orders, including the requirement to include the Contract or Purchase Order Number. If Category 3 is included in your PA, address requirements for Statements of Work (SOW's) as well.

[CONTRACTOR PROPOSED LANGUAGE:]

Any Purchase Order, Order or T-Mobile approved funding document used to order Products and Services shall be in accordance with and subject to the NASPO Master Agreement #MA176. As a pre-condition to ordering T-Mobile Services and Products under the NASPO Master Agreement, T-Mobile will require Participating Entity to provide a Purchase Order, Order or signed funding document.

7. Individual Customer:

Sample Language – "Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee."

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name:	David Bezzant, Vice President, T-Mobile for Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Fax:	
Email:	David.Bezzant@T-Mobile.com

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

For Legal Notice to Contractor – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006

Participating Entity:

Name:	City of Tarpon Springs, Florida
Address:	324 E. Pine Street
Telephone:	727-943-4871
Fax:	727-937-1766
Email:	asaday@ctsfl.us (Anela Saday, CPPB, Senior Procurement Analyst)

9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that this PA will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Existing 1907 Participating Addendums") as of this PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this PA Effective Date.

11. Technology Evolution:

11.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 11.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

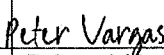
subsection 11.2 below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

12. Entire Agreement:

Insert your State's standard "Entire Agreement" provision, unless included in your Exhibit 1.

The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity: City of Tarpon Springs, Florida	Contractor: T-Mobile USA, Inc.
Signature: 	Signature: DocuSigned by: 
Printed Name: Mark LeCouris	Printed Name: Peter Vargas
Title: City Manager	Title: Director, Public Sector & Education - South Region
Date: 07-14-2022	Date: 7/26/2022
	DocuSigned by:  Legal Approved by: CLM 1504350 7/26/2022 T-Mobile USA, Inc. Legal Department

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint



PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

Contractor - email a fully executed PDF copy of this document to:

***To support documentation of participation and posting
in appropriate databases
PA@naspovaluepoint.org***

Proposal for:

City of
Tarpon Springs Police Department

Greg VanMeter
Government Account Manager
813 463 0174
Gregory.vanmeter@t-mobile.com

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Executive Summary

Dear Steve,

T-Mobile USA, Inc. ("T-Mobile") would like to thank the Tarpon Springs Police Department for your for the opportunity to provide a proposal of service. At T-Mobile, we believe our contributions to the communications success in the Government space has just begun, with the best innovations ahead. T-Mobile for Government is on a mission to transform the wireless industry by helping agencies like yours accelerate innovation and move into the next era of mobility—all while cutting costs and boosting productivity to steward taxpayer dollars effectively.

We know and understand how difficult it can be to make a change, that is why we have a fully trained team of experts to provide Implementation of the T-Mobile solution. This removes the burden of deploying a project like this from you and your staff.

We are invested in the success of every single one of our T-Mobile for Government partners, working closely with each one to develop a plan that supports the productivity and growth of your agency. We're excited to see what the future holds for us—together.

- T-Mobile offers comprehensive set of unlimited rate plans without overage fees and penalties.
- Provide Full deployment support with our team of Project Managers and Implementation Specialists.
- T-Mobile is the first in the nation to offer a Narrowband Internet of Things service for keeping all your smart applications connected and have a growing portfolio of IoT solutions.
- We provide a multiple set of options for inbuilding coverage that includes building infrastructure systems and small cell deployments.
- Network reliability Disaster Recover and Business Continuity to keep you connected when natural disasters hit.

We look forward to implementing viable solutions for the Tarpon Springs Police Department so your needs can be met for the best value possible.

Respectfully submitted,

Greg VanMeter
Government Account Manager
813 463 0174
Gregory.vanmeter@t-mobile.com

About Us

Wireless solutions built for your Agency

The new T-Mobile promise:

- **-The best network—at an uncompromising value.** With our value leadership and supercharged network, we will work to ensure you'll never have to choose between the best service, network, or value.
- **-We're changing the game.** The new T-Mobile will create even more 5G-enabled innovations and be even more obsessed with our customer's entire experience. All at a level that's not only enterprise-grade, but built for the future of work.
- **-Not just a better network, but a better company.** Every day, we're finding new ways to connect communities in need with critical services. From programs that connect first responders and their families, to solutions that help to eliminate the digital divide for students across the country, we're part of your community, and we're honored to support you.
- JD Power award for best customer service
- Opensignal award for best network
- Ookla award for fastest network

Not all 5G networks are created equal.

T-MOBILE'S MULTI-SPECTRUM STRATEGY

5G networks are being built to leverage signals of varying frequencies: high-band, mid-band, and low-band.

High-band, or millimeter wave (mmWave), consists of spectrum above 24 GHz and offers incredible speeds, but the short waves don't travel very far and struggle to penetrate walls, trees, and even glass. **Mid-band** consists of spectrum between 1 GHz and 6 GHz and offers a balance between speed and range. Where high-band waves can only cover a few city blocks and mid-band waves can cover somewhat broader areas, **low-band** waves (consisting of spectrum under 1 GHz) can cover hundreds of square miles, offering more reliable connectivity both indoors and outdoors.



Low Band: NATIONWIDE: 600MHz NR can address MBB and Massive IoT. Low Band + Mid Band: METRO: 4G LTE evolution for wide area coverage, capacity, voice, and primary mobility layer for 5G. Low Band + Mid Band + High Band (mmW): DENSE URBAN: Short range in-building and urbanized systems.

To take full advantage of next-generation innovations, it's crucial to find a partner with a network that can leverage multiple frequencies to deliver the right 5G signal to more places.

High-band: For faster data transmission.

Over time, increased speeds from high-band networks could enable endless, high-value use cases. Security personnel could potentially take advantage of innovations in edge-computing to make critical safety decisions faster than ever before. Fleet managers could get more vehicle and driver data in truly real time, helping them make decisions that could possibly improve safety and cut costs. Remote software updates on POS devices used in retail, hospitality, and field services environments will happen quickly and seamlessly, keeping customer data secure and back-end inventory up to date.

Along with speed, the much lower latency attributed to 5G generally will likely enable even more new use cases. Among endless possibilities, this has the potential to completely change the way companies communicate with both employees and customers. A future of [augmented reality \(AR\), virtual reality \(VR\) and artificial intelligence \(AI\) could help retailers enhance shopping experiences for customers.](#)

But while high-band waves offer the blazing speed needed for some use cases, breadth in coverage will be required to enable others.

Mid-band: For a balance of speed and range.

If you think about spectrum like a cake, where high-band is the icing and can only serve a small area, the cake itself—mid-band—can go farther.

Mid-band's longer waves cover a broader area with fast speeds, and with the capability to cover most metropolitan areas in the United States, this could extend some of the same high-band use cases mentioned above to span neighborhoods, districts, or even entire cities. Imagine enhanced video and audio quality that makes virtual conferencing seamless for remote workers; seamlessly connected fleet and city data to help transit services and passengers recalibrate ideal routes fast; or the ability to work in a city park just as efficiently as one's corporate office.

Still, in order to satisfy Americans' appetite for next-gen connectivity on a nationwide scale, a broad foundational layer is needed.

Low-band: For more connectivity in more places.

5G networks with low-band spectrum will enable unique use cases that high-band signals can't.

Remote workers and customers in rural or suburban fringe areas who struggle with reliability could get increased connectivity that may help boost productivity. In the future, field reps could access authentication-dependent SaaS apps, like CRM, to gather customer data almost anywhere in the field, potentially helping to close more deals faster. Strong indoor signals could connect more IoT-enabled devices in [smart buildings, underground parking lots, homes, and facilities](#), enabling

future innovations that could enhance customer experiences, help business decision-makers identify cost-saving efficiencies, and improve our daily lives.

Because your business—and your customers—have different needs that can be met by different network spectrums, finding a partner with a multi-spectrum network is key to a successful wireless strategy.

Proposed Costs for Tarpon Springs Police Department

We've made major network investments in rural areas, smaller cities, and the suburbs. T-Mobile 5G combines all spectrum frequencies —high, mid and low—for the best possible 5G experience.

We understand a project like this need to be done seamlessly, efficiently and provide ongoing support that is why we provide you with:

- Dedicated Project Management -- Switching is seamless. We provide complete Project Management, end to end. Our approach to implementation is grounded in a consistent and predictable migration process and dedicated support. Your implementation team contact will ensure all milestones and deadlines are met with no disruption to your daily operations.
- Dedicated Customer Support -- With our world-class 'Magenta Glove Experience,' you'll see why we're easier to business with. Enjoy a reinvented customer experience with our Team of Experts® approach that gives you dedicated account support from a top-notch team.

Our competitive rate plans include:

- Unlimited talk
- Unlimited text
- Unlimited 5G and 4G LTE data
- Text and 2G data in 210+ countries and destinations at no extra cost
- Talk, text, and up to 5GB of 4G LTE data in Mexico and Canada
- Smartphone Mobile Hotspot
- SMARSH Text Logging
- WPS with Priority and Preemption

The following proposed solutions are based on information provided by Pasco County. The savings are based on an estimated current monthly stipend cost of \$30.00 per month.

Solution

Purchase of iPhone SE3 5G Phones and paired with Connecting Hero's Select Plan.

	Monthly	Total
63 iPhone SE3 Phones - On Us	\$21.53	\$1,356.39
63 Monthly Regulatory Program Fee's	\$3.18	\$200.34
63 WPS with Priority and Preemption FREE	\$0.00	\$0.00

Total Annual	\$18,680.76
---------------------	--------------------

Optional Services

	Monthly
SMARSH text logging license	\$5.00
Mobile Device Management(MDM)	\$3.30
Apple Business Manager(Free)	\$0.00

Our Smartphone Plans

Unlimited everything for your business

Smartphone Plans	Commercially available price (\$/line/month)	Monthly recurring cost after 18% discount (\$/line/month)
Connecting Heroes- • Unlimited talk, text, and smartphone data on our network • 4G LTE mobile hotspot data 1GB(then 3G speeds) • Wireless Priority Service (WPS) eligible • Unlimited texting and 2G data in 210+ countries and destinations • Talk, text, and up to 5GB of 4G LTE data in Mexico and Canada • Video streaming	\$25.00	\$21.53

Plus applicable taxes, fees and surcharges. During congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams at 480p.

Our Data Plans

Share data and save

Data Only Plans	Commercially available price (\$/line/month)	Monthly recurring cost after 18% discount (\$/line/month)
Government Unlimited for Tablets – 11GB Hotspot - Unlimited text - Unlimited 5G or 4G LTE data - Unlimited 3G Smartphone Mobile Hotspot with 11GB of 4G LTE - Unlimited text and data in 210+ countries and destinations - Unlimited text and up to 5GB of 4G LTE data in Mexico and Canada 200mb domestic data roaming - Optimized video streaming at 480p	\$23.50	\$19.27
Hotspot- Simple Choice Unlimited Mobile Internet for Government - Unlimited text and high-speed data - Unlimited text and data in 210+ countries and destinations - Domestic data roaming - Stateside International Unlimited Texting	\$35.00	\$28.70

Plus applicable taxes, fees and surcharges. During congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams at 480p.

Savings-Connecting Hero's

Current Costs			
Estimated Current Monthly Cost	QTY	Price Per	Total
Cell Phone Service	63	\$35.99	\$2,267.37
* Monthly Regulatory Program Fee's	63	\$3.18	\$200.34
Total Current Monthly Cost			\$2,467.71
Total Estimated Annual Cost			\$29,612.52

Proposed Costs			
Monthly Cost	QTY	Price Per	Total
Connecting Hero's Select Plan	63	\$21.53	\$1,356.39
Monthly Regulatory Program Fee's	63	\$3.18	\$200.34
Total Monthly Cost			\$1,556.73
Total Estimated Annual Cost			\$18,680.76

Savings Summary	
Current Annual Cost	\$29,612.52
PROPOSED Annual COST	\$18,680.76
Annual Savings	\$10,931.76
23 Month Savings	
YEAR ONE SAVINGS	\$10,931.76
YEAR TWO SAVINGS	\$10,020.78
TOTAL 23 MONTH SAVINGS	\$20,952.54

NOTES:

* Assumed additional Fee's.

Limited time offer; subject to change. Qualifying business account, service & credit required. Quoted prices in this proposal do not include taxes, fees, and/or surcharges. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) and \$1.16 per data only line (\$0.15 for RPF & \$1.01 for TRF) applies. Pricing reflects individual line fees unless otherwise stated.

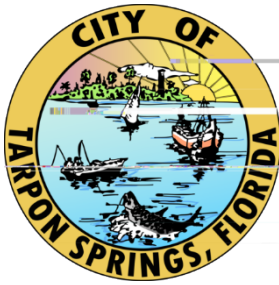
For customers participating in an Equipment Installment Plan, device pricing is an example of pricing for well-qualified customers only and does not represent an offer to provide financing. Contact us before canceling wireless service to discuss the availability of continued device payments, or credits stop & remaining balance at full price is due.

Promotional offers apply after all requirements are met and may be fulfilled via monthly bill credits appearing after 1-2 bill cycles. View individual promotional offer details and requirements at www.T-Mobile.com/PromotionalOffers. Promotional offers may end at any time; promotional pricing may become unavailable before the expiration date of this Wireless Service Proposal.

Additional Legal Terms

Quoted prices above are after a 15% Government Contract discount, and do not include taxes, fees, surcharges, or potential government reimbursement funding. Original pricing for plans offered are as follows. 1) Government Unlimited @ \$29.00/line; 2) Government Unlimited Tablet data service @ \$23.50/line; 3) Simple Choice Unlimited Government Mobile Internet @ \$35.00/line; and 4) Simple Choice North America for Government @ \$15.00/line for 12 or more lines.

During congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams on smartphone at 480p. Credit approval, deposit, and \$25 SIM starter kit or, in stores & on customer service calls, \$20 upgrade support charge may be required. Plus taxes & fees. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) and \$1.16 per data only line (\$0.15 for RPF & \$1.01 for TRF) applies (taxes/fees approx. 6-28% of bill). Capable device required for some features. Government Unlimited General Terms: U.S. roaming and on-network data allotments differ: includes 200MB roaming. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Not available for hotspots and some other data-first devices. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Tethering: 11 GB high-speed data then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. AutoPay Pricing for lines 1-8. Without AutoPay, \$5 more/line. May not be reflected on 1st bill. Simple Global: Additional charges apply in excluded destinations; see www.t-mobile.com for included destinations (subject to change at T-Mobile's discretion). Qualifying postpaid plan and capable device required. Taxes additional; usage taxed in some countries. Voice and text features for direct communications between 2 people. Communications with premium-rate (e.g., 900, entertainment, high-rate helpline) numbers not included. Calls from Simple Global countries, including over Wi-Fi, are \$.25/min (no charge for Wi-Fi calls to US, Mexico and Canada). Coverage not available in some areas; we are not responsible for our partners' networks. Standard speeds approx. 128 Kbps. International Roaming: Usage may be taxed in some countries. Calls from Simple Global countries, including over Wi-Fi are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada); customers on consumer plans (e.g. some sole proprietors) pay an additional \$.05/min. Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. Gogo: on U.S.-based airlines; Wi-Fi Calling functionality, valid e911 address, & 1 prior Wi-Fi call w/ current SIM card req'd for messaging. Service may be terminated or restricted for excessive roaming. Terms for Simple Choice & Mobile Internet Rate Plans: Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14GB of tethering); then, slowed to up to 2G speeds through bill cycle. Partial megabytes rounded up. U.S. roaming and on-network data allotments differ; see your selected service for details. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. Coverage not available in some areas; we are not responsible for our partners' networks. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. © 2020 T-Mobile USA, Inc.



CITY OF TARPON SPRINGS, FL

CITY MANAGER

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-3590
Fax (727) 937-8199

MEMORANDUM

To: Honorable Mayor and Board of Commissioners

From: Mark LeCouris, City Manager

Date: June 27, 2024

Subject: Discussion and Direction on Mixing History and Public Art

After discussions with the Mayor, this item is being placed on the agenda to examine the issue of mixing history and public art. We have seen the problems that can be created in recent Public Art projects.

These issues are not isolated just in Tarpon Springs but have been experienced in other communities where history and art are mixed.

This discussion is needed to give clear direction to the Public Art Committee on future projects of this type.



Board of Commissioners

Memorandum

Date: July 2, 2024
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Scott Young, Fire Chief
Subject: Approve Brycer Agreement for Fire Inspection Compliance Engine

Recommendation

The Fire Department recommends entering into a three-year agreement with Brycer LLC to assist with the City's fire inspection program.

There is no cost to the City for this program.

Background

The fire department is responsible for ensuring businesses in the community follow fire safety codes by having a fire inspection program. These inspections assist in keeping the City compliant with NFPA and the Insurance Services Office (ISO). Approximately 1,900 businesses in Tarpon Springs require annual or semi-annual inspections. These inspections include, but are not limited to, fire extinguishers, sprinkler systems, fire alarm systems, and hood suppression systems.

The compliance engine will streamline the processes related to inspection scheduling, report generation, and regulatory compliance tracking. Using the third-party compliance engine will help maintain consistency in the inspection procedures and documentation and ensure that all properties adhere to the same fire safety standards, contributing to a safer community.

The city attorney has reviewed this agreement. This agreement can be canceled at any time.

Funding

There is no cost to the City for this program.

Strategic Plan Objective

This agreement aligns with the City of Tarpon Springs Strategic Plan, under Strategic Goal B.3.2 Continue a sense of security by maintaining and supporting a high level of public safety commensurate with growth.



Tarpon Springs Fire Rescue

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



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

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Board of Commissioners
Through: Mark LeCouris, City Manager
From: Scott Young, Fire Chief *SW*
Re: Fire Inspection Compliance Engine

Date:

Recommendation:

The Fire Department recommends entering into a three-year agreement with Brycer LLC. to assist with the City's fire inspection program.

There is no cost to the City for this program.

Background:

The fire department is responsible for ensuring businesses in the community follow fire safety codes by having a fire inspection program. These inspections assist in keeping the City compliant with NFPA and the Insurance Services Office (ISO). Approximately 1900 businesses in Tarpon Springs require annual or semi-annual inspections. These inspections include but are not limited to fire extinguishers, sprinkler systems, fire alarm systems, and hood suppression systems.

This compliance engine will streamline the processes related to inspection scheduling, report generation, and regulatory compliance tracking. Using the third-party compliance engine will help maintain consistency in the inspection procedures and documentation and ensure that all properties adhere to the same fire safety standards, contributing to a safer community.

The city attorney has reviewed this agreement. This agreement can be canceled at any time.

This agreement aligns with the City of Tarpon Springs Strategic Plan, under Strategic Goal B.3.2 Continue a sense of security by maintaining and supporting a high level of public safety commensurate with growth.

THE COMPLIANCE ENGINE IMPLEMENTATION PLAN

POWERED BY **BRYCER**

BRYCER LLC.

THE COMPLIANCE ENGINE 4355 Weaver Pkwy. St 230. Warrenville, IL 60555

THE COMPLIANCE ENGINE

The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity and provide a safer community. It provides a secure cloud environment in which third party contractors who inspect, test, and maintain fire protections systems, submit their reports via Brycer's web portal directly to the AHJ. This facilitates a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications and perform follow up calls to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, the AHJ will be better equipped to do more with less in their mission to drive 100% code compliance with fire and life safety laws.

Current Landscape:

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official's time is spent administering 3rd Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

The Compliance Engine Benefits:

- Drives 100% Compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Offers API Services with RMS and software inspection companies
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety and offers cost recovery

Revenue Model:

- Free for Fire Department
- Zero charge to the building owners
- Fee paid by 3rd party contractors on per system, per premises, per annum basis
- Delivers Compliance resulting in new business and maintenance revenue for 3rd party contractors
- Endorsed by IKECA, Arizona Fire Alarm Assoc. and Western Fire Chiefs Assoc

Learn more at www.thecomplianceengine.com or 630-413-9511

Collect. Connect. Comply.

TCE FLORIDA PARTNERS

BOCA RATON FIRE RESCUE

BRADENTON FIRE DEPARTMENT

CITY OF DELAND FIRE DEPARTMENT

DELRAY BEACH FIRE RESCUE

HIGHLAND BEACH FIRE RESCUE

/ LARGO FIRE RESCUE

/ LEALMAN FIRE DISTRICT

MARGATE FIRE DEPARTMENT

MARTIN COUNTY FIRE RESCUE

MELBOURNE FIRE DEPARTMENT

OAKLAND PARK FIRE RESCUE

/ OLDSMAR FIRE RESCUE

/ PALM HARBOR FIRE RESCUE

/ PINELLAS SUNCOAST FIRE & RESCUE

POMPANO BEACH FIRE RESCUE

SOUTH TRAIL FIRE & RESCUE

STUART FIRE RESCUE STUART FIRE RESCUE

BOYNTON BEACH FIRE RESCUE

CITY OF SEBASTIAN

CORAL SPRINGS-PARKLAND FIRE DEPT

FORT LAUDERDALE FIRE RESCUE

HOLLYWOOD FIRE RESCUE

INDIAN RIVER COUNTY FIRE DEPARTMENT

INDIAN RIVER SHORES PUBLIC WORKS

MAITLAND FIRE RESCUE DEPARTMENT

MARION COUNTY FIRE RESCUE

MELBOURNE PUBLIC WORKS

NORTH LAUDERDALE FIRE-RESCUE

OKEECHOBEE COUNTY FIRE RESCUE

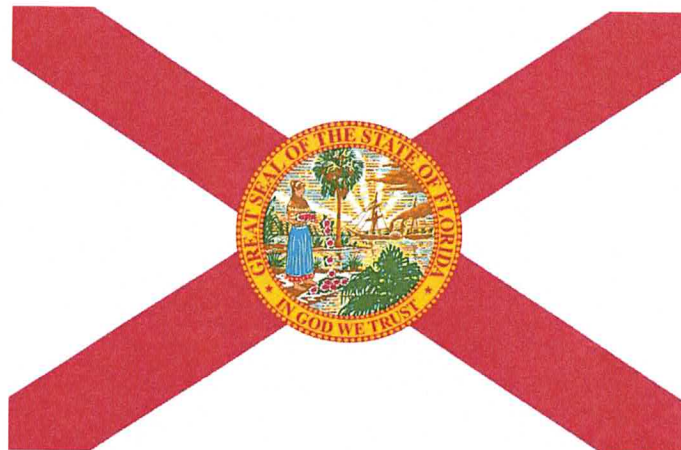
PALM BEACH GARDENS FIRE RESCUE

/ PINELLAS PARK FIRE DEPARTMENT

ST. LUCIE COUNTY FIRE DISTRICT

/ TREASURE ISLAND FIRE RESCUE

ZEPHYRHILLS BUILDING DEPT



BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

January 11, 2024

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

Re: “The Compliance Engine”

Dear City of Tarpon Springs:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, City of Tarpon Springs (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.
2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.
3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:
 - ***Availability.*** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
 - ***Service Level.*** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
 - ***Backup.*** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
 - ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
 - ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
 - ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.
4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:
- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
 - ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
 - ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [CLIENT] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
 - ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
 - ***Reports.*** Client will require all compliant and deficient test results to be submitted.
5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: Martin B. Tz.
Its: President

Acknowledged and Agreed to this
___ day of _____, 20___:

[CLIENT]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. Beneficiaries. There are no third party beneficiaries to the Agreement.
15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

ADDENDUM TO TERMS AND CONDITIONS

By signing below, the City of Tarpon Springs, Florida, the client and Brycer, LLC agree to be legally bound by the agreements contained herein and understand that in the event of a conflict between the language of this ADDENDUM and the language of the proposal letter providing for use of the Compliance Engine or any subsequently signed contract, this ADDENDUM shall govern. The ADDENDUM will reference, add, subtract or amend the language to Exhibit A, Terms and Conditions as follows:

1. Pursuant to § 119.0701, Florida Statutes, for any tasks performed by Brycer on behalf of the City as provided under § 119.011(2), Florida Statutes, Brycer shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes (“Public Records”), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City’s custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement, if Brycer does not transfer the records to the City. Upon termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Brycer be transferred to the City, Brycer shall transfer to the City all Public Records in possession of Brycer within thirty (30) days of such request, or (ii) if no such request is made by the City, Brycer shall keep and maintain Public Records as required by law under the applicable State City of Library Services Records Retention Schedule. If Brycer does not comply with a public records request or does not comply with a public records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. In the event that the City receives a request for information identified in writing by Brycer to be a trade secret, as defined by §812.081, Florida Statutes, or confidential business information, the City shall notify Brycer of such a request, and Brycer shall solely bear any and all cost and expense, including attorneys fees, damages, judgements or interest thereon, in defending the assertion that the stated exemption applies.

IF BRYCER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, BRYCER SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORD FOR THE CITY.

2. This contract and its provisions shall be governed by and construed in accordance with the laws of the State of Florida, and the United States. Jurisdiction and venue for any disputes arising out of this Agreement shall be in Pinellas County, Florida, or the Federal Middle District of Florida.

3. Each party hereto agrees that it shall be solely responsible for its employees and agents when acting in the course and scope of their duties, and shall bear responsibility for their respective liabilities as provided by law. Nothing contained herein shall constitute a waiver by the City of its sovereign immunity or the provisions of § 768.28, Fla. Stat. Nothing herein shall be construed as consent by either party to be sued by third parties.

IN WITNESS HEREOF the parties hereto have executed this ADDENDUM on the ____ of _____, 2024.

THE CLIENT: THE CITY OF TARPON SPRINGS, FLORIDA

Print Name: _____ Dated: _____

BRYCER, LLC



Print Name: Matthew B. Rice Dated: 4/15/24 _____

ORDINANCE 2024-05

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF TARPON SPRINGS A REFERENDUM QUESTION AND BALLOT TITLE FOR THE PURCHASE OF “THE STAMAS PROPERTY”, LOCATED ON L & R INDUSTRIAL BLVD., FROM ANCLOTE PROPERTIES, LLC FOR USE AS A PERMANENT DREDGE SPOIL SITE, EXPANDED WATER UTILITY FACILITIES, RECREATIONAL TRAIL PARKING/ACCESS, AND OTHER MUNICIPAL USES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, a Special Referendum Election will be conducted within the City of Tarpon Springs in conjunction with Pinellas County’s General Election on Tuesday, November 5, 2024, and the Board of Commissioners of the City of Tarpon Springs desire to have this referendum question on the ballot for a referendum vote; and

WHEREAS, Anclothe Properties LLC owns a parcel of land known as “The Stamas Property” (see Attachment “A” for legal description and location map) fronting on L&R Industrial Blvd, which is vacant undeveloped land; and

WHEREAS, this property has been previously leased by the City for utilization as a dredge spoil site for more than seven (7) years at a cost of approximately \$770,000; and

WHEREAS, the City was able to offset 80% of the lease cost through grant funds, there is no guarantee in the future that such grant funds will be available; and

WHEREAS, accounting for an expected annual inflation factor of 3%, if a property is available, the future projected lease costs during the next anticipated dredge event between 2039 and 2044 would be approximately \$1.4 million dollars; and

WHEREAS, the property size is 14.01 acres with an average appraised value of \$3.675 million based on two separate appraisals of \$3.6 and \$3.750 million; and

WHEREAS, the City proposes utilization of the property for the purpose of future dredge spoil disposal needs, future expansion of city water utility facilities, recreational trail parking/access, and other municipal uses as allowed by the City’s Comprehensive Plan, Official Zoning Atlas, and Land Development Code; and

WHEREAS, the City Manager, upon direction of the Board of Commissioners, has negotiated an agreement to purchase the Stamas Property in the amount of Five Million Two Hundred Fifty Thousand Dollars \$ 5,250,000.00; and

WHEREAS, funds for the purchase of the property shall be purchased with a 10-year debt obligation to be re-paid with General Government funds; and

WHEREAS, Article I, Section 3, Section 3, of the Charter of the City of Tarpon Springs requires that the purchase of the property be approved by a majority of the electorate voting at a referendum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS:

SECTION 1. That the purchase of the property from Ancote Properties LLC by the City of Tarpon Springs be proposed to the electors of the City of Tarpon Springs at the Referendum election in conjunction with Pinellas County's General Election on Tuesday, November 5, 2024.

SECTION 2. This Ordinance shall become effective immediately upon final passage and adoption. The closing must take place before December 31, 2024, then the parties must agree in writing to the earlier closing date and give one another at least a five (5) business days advance notice of the earlier closing in such written agreement, if approved by a majority vote of the electors.

ATTACHMENT "A"

Legal Description

THE WEST ½ OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 27 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, LYING SOUTH OF THE ATLANTIC COAST LINE RAILROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE WEST 1/4 CORNER OF AFORESAID SECTION 1; THENCE SOUTH 89°14'11" EAST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°12'26" WEST, ALONG THE EASTERLY RIGHT OF WAY OF COUNTY ROAD NO. 84, A DISTANCE OF 1276.81 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD; THENCE SOUTH 45°14'27" EAST, 899.72 FEET ALONG LAST SAID LINE; THENCE SOUTH 00°08'59" EAST, 651.76 FEET; THENCE NORTH 89°14'11" WEST, 636.01 FEET TO THE POINT OF BEGINNING.

Parcel #: 01-27-15-00000-230-0100

Location Map





Board of Commissioners

Memorandum

Date: July 2, 2024
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Renea Vincent, Planning Director
Subject: **Resolution 2024-21:** Request for a one-year extension of the expiration date for a Site Plan (Application #23-60, Resolution 2023-21); Mercury Giallourakis/Coney Island

Recommendation

Staff recommends **approval of Resolution 2024-21** for extension of Site Plan approval #23-60 under Resolution 2023-21 for one year to a new expiration date of August 8, 2025.

Background

On August 8, 2023, the Board of Commissioners adopted Resolution 2023-21 approving Site Plan application 23-60 for a 340-square foot retail food service (restaurant) building on property located at the west side of Athens Street approximately 75 feet south of Dodecanese Boulevard (Parcel ID# 12-27-15-98227-001-0011). The applicant has requested an extension of the Site Plan approval as provided for under Section 210.05 of the Land Development Code (LDC).

The project was approved prior to amendment of Section 210.05, LDC (adopted on September 19, 2023 under Ordinance 2023-09) requiring filing of a building permit application as a pre-requisite for an extension request. A building permit application has not been filed to date for this project. Since the project was approved prior to the revision of Section 210.05, LDC, staff is processing the extension request under the previous version of that code section for consistency.

The packet contains the applicant's extension request with stated cause of request, the executed Resolution 2023-21, and the full agenda packet presented to the Board of Commissioners on August 8, 2023.

Project Location



Funding

Not applicable.

Strategic Plan Objective

Not applicable.

RESOLUTION NO. 2024-21

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #24-44 REQUESTING A ONE-YEAR EXTENSION OF A SITE PLAN APPROVED UNDER RESOLUTION 2023-21, WHICH EXTENSION SHALL ESTABLISH A NEW EXPIRATION DATE OF AUGUST 8, 2025; PROVIDING FOR FINDINGS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 8, 2023, the City of Tarpon Springs Board of Commissioners approved application #23-60 for Site Plan approval under Resolution 2023-21, to allow for construction of a building containing 340 square feet of gross floor area with an outdoor seating area on property located on the west side of Athens Street approximately 75 feet south of Dodecanese Boulevard in the T5c Dodecanese Ave Main Street transect district; and,

WHEREAS, under Section 210.05 of the Comprehensive Zoning and Land Development Code ("LDC"), as codified on August 8, 2023, approval of a Site Plan shall expire in one year from the date of approval unless a building permit has been applied for, which building permit application has not been received by the City to date; and,

WHEREAS, Section 210.05 of the LDC, as codified on August 8, 2023, provided for the filing by the applicant, of a request to extend a Site Plan approval period for up to one additional year; and,

WHEREAS, such a request has been timely filed by the project owner/applicant, requesting extension of the Site Plan approval granted under Resolution 2023-21 to a new expiration date of August 8, 2025; and,

WHEREAS, pursuant to Section 210.05 of the LDC, the Board of Commissioners may grant the request for extension for good cause; and,

WHEREAS, written legal notice of this action has been provided in accordance with Article XII of the Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

SECTION 1: SITE PLAN APPROVAL EXTENSION

The Board of Commissioners hereby grants extension of the Site Plan approval rendered on August 8, 2023 under Resolution 2023-21 for a one-year period to expire on August 8, 2025 by which a complete building permit application shall have been submitted pursuant to Section 210.05 of the LDC, as codified on August 8, 2023.

SECTION 2: EFFECTIVE DATE

This Resolution shall be effective upon adoption in the manner provided by law.

DRAFT

RESOLUTION NO. 2023-21

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #23-60 REQUESTING SITE PLAN APPROVAL TO CONSTRUCT A 340 SQUARE FOOT RETAIL FOOD SERVICE BUILDING ON 680 SQUARE FEET (MORE OR LESS) OF PROPERTY LOCATED ON THE WEST SIDE OF ATHENS STREET APPROXIMATELY 75 FEET SOUTH OF DODECANESE BOULEVARD, AND, LOCATED IN THE T5C DODECANESE AVE MAIN STREET TRANSECT OF THE SPONGE DOCKS AND COMMUNITY REDEVELOPMENT AREA SPECIAL AREA PLAN; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs has received an application for Site Plan approval to allow for construction of building containing 340 square feet of gross floor area with an outdoor seating area on property located on the west side of Athens Street approximately 75 feet south of Dodecanese Boulevard in the T5c Dodecanese Ave Main Street transect district; and,

WHEREAS, Table 4F of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area allows a retail food service (restaurant) in the T5c Dodecanese Ave Main Street transect; and,

WHEREAS, the warrants contained herein are justified by the intent of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area and are therefore granted pursuant to Section 1.5.2; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meetings of July 17, 2023; and,

WHEREAS, pursuant to Section 209.00 of the Comprehensive Zoning and Land Development Code, the Board of Commissioners must approve, deny or approve subject to conditions, each application for conditional use approval; and,

WHEREAS, pursuant to Section 210.03(C) of the Comprehensive Zoning and Land Development Code, the Board of Commissioners must approve, deny or approve subject to conditions, each application for site plan approval; and,

WHEREAS, written legal notice of this action has been provided in accordance with Article XII of the Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

SECTION 1: SITE PLAN FINDINGS

Application Number 23-60 meets the criteria for approving a Site Plan as set forth in Section 210.04 of the Land Development Code.

SECTION 2: GRANTING OF DEVIATIONS BY WARRANT

That the following deviations are granted by warrant for Site Plan application #23-60 pursuant to Section 1.5 of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area:

1. Reduction of rear (west) setback from a minimum of five (5) feet to zero (0) feet.
2. Reduction of building frontage from a minimum of 95% to 66%
3. Reduction of required frontage glazing from a minimum of 70% to less than 70%.

SECTION 3: SITE PLAN APPROVAL

Site Plan application #23-60 for property located on the west side of Athens Street approximately 75 feet south of Dodecanese Boulevard and further described as follows:

A portion of Lot 1, Block 1, Map or Plat Entitled "W.P. Wilson's Subdivision" as recorded in Plat Book 3, Page 22, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part, more particularly described as follows: Begin at the southeastern corner of Lot 1, Block 1; for a point beginning; thence from said point the following five (5) courses: 1) N 89°27'12" W, 16.71 Feet; 2) N 19°50'05" E, 7.01 feet; 3) N 00°49'25" E, 1.60 feet; 4) S 75°08'47" E, 14.62 feet; 5) S 17°36'28" W, 44.30 feet; to the aforementioned point of the beginning,

prepared and sealed by Richard G. Marceau on July 31, 2023 and attached as Exhibit A, is hereby approved with the following conditions:

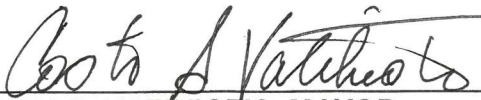
1. Plans for the handicapped-accessible ramps shall be submitted with the building permit application and will require a right-of-way utilization permit.
2. Construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.

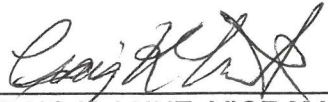
3. The developer is responsible for meeting the minimum criteria of the Land Development Code and for acquiring all other jurisdictional permits and approvals.
4. The site plan shall expire at one year from the effective date unless an application has been filed for a building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.

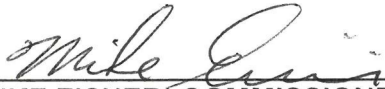
SECTION 4: EFFECTIVE DATE

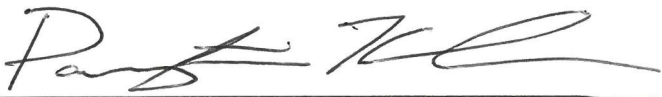
This Resolution shall be effective upon adoption in the manner provided by law.

PASSED and ADOPTED this 8th day of August, 2023.


COSTA S. VATIKIOTIS, MAYOR


CRAIG K. LUNT, VICE MAYOR


MIKE EISNER, COMMISSIONER


PANAGIOTIS KOULIAS, COMMISSIONER

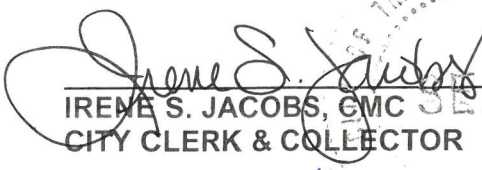

JOHN M. KOULIANOS, COMMISSIONER

MOTION BY: COMMISSIONER EISNER
SECOND BY: COMMISSIONER KOULIANOS

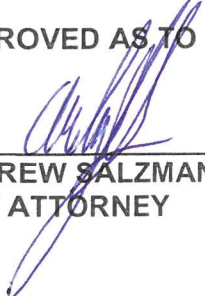
VOTE ON MOTION

COMMISSIONER KOULIANOS	<u>Yes</u>
COMMISSIONER KOULIAS	<u>Yes</u>
COMMISSIONER EISNER	<u>Yes</u>
VICE MAYOR LUNT	<u>Yes</u>
MAYOR VATIKIOTIS	<u>Yes</u>

ATTEST:


IRENE S. JACOBS, CMC
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:


ANDREW SALZMAN
CITY ATTORNEY

June 13, 2024

City of Tarpon Springs
Planning & Zoning Department

Dear Planning & Zoning:

I would like to request a year extension to build on my property (a 340 sq ft food retail building on 680 sq ft) at the Sponge Docks that was approved August 8, 2023 under Resolution 2023-21. It has been challenging finding a builder that can do my project at a reasonable cost and I would appreciate more time to continue to put my project out to bid.

Thank you in advance for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Mercury Giallourakis", written over a horizontal line.

Mercury Giallourakis

GIALLOURAKIS – CONEY ISLAND #23-60

Planning & Zoning Board Meeting – July 17, 2023
Board of Commissioners Meeting – August 8, 2023

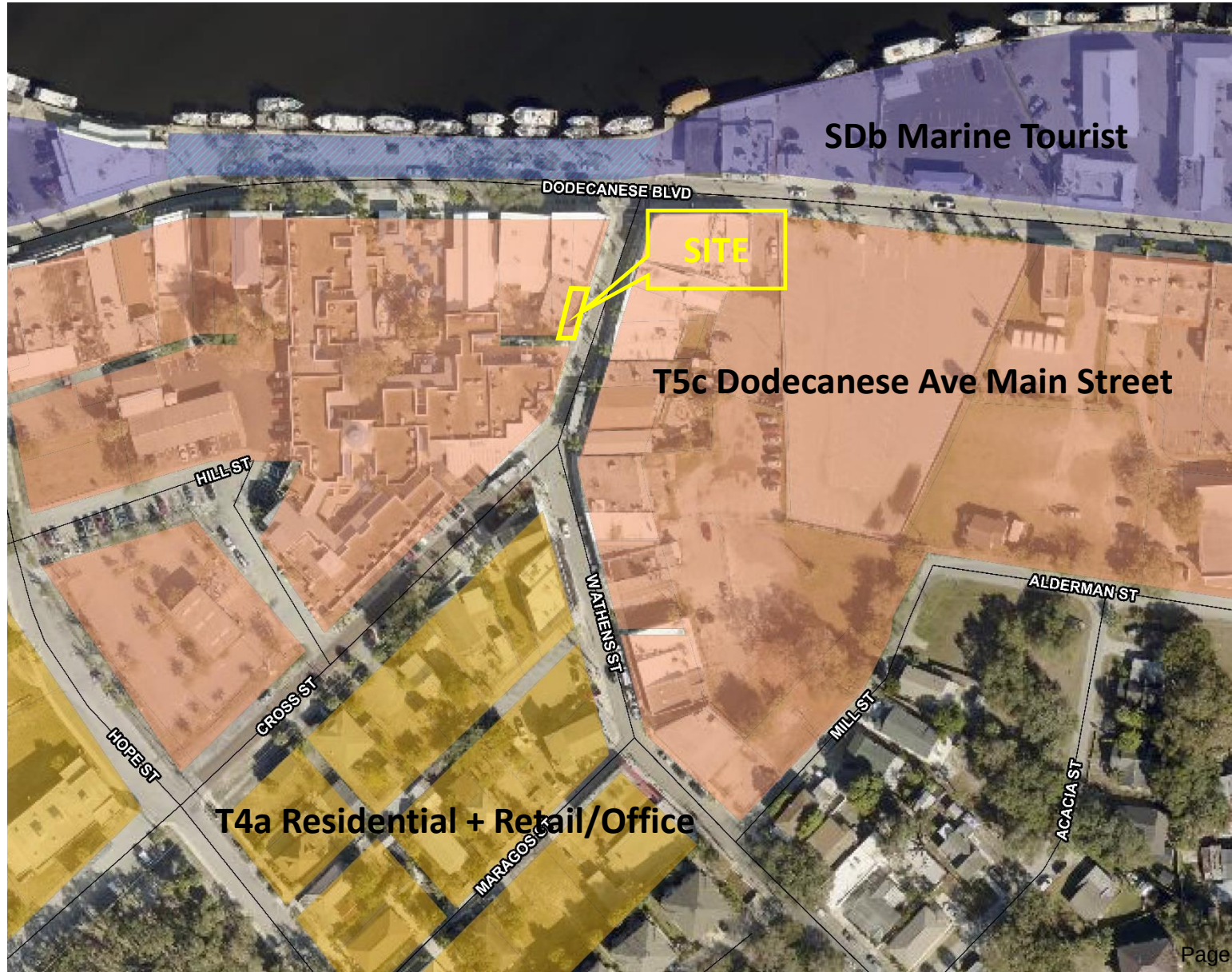


REQUEST

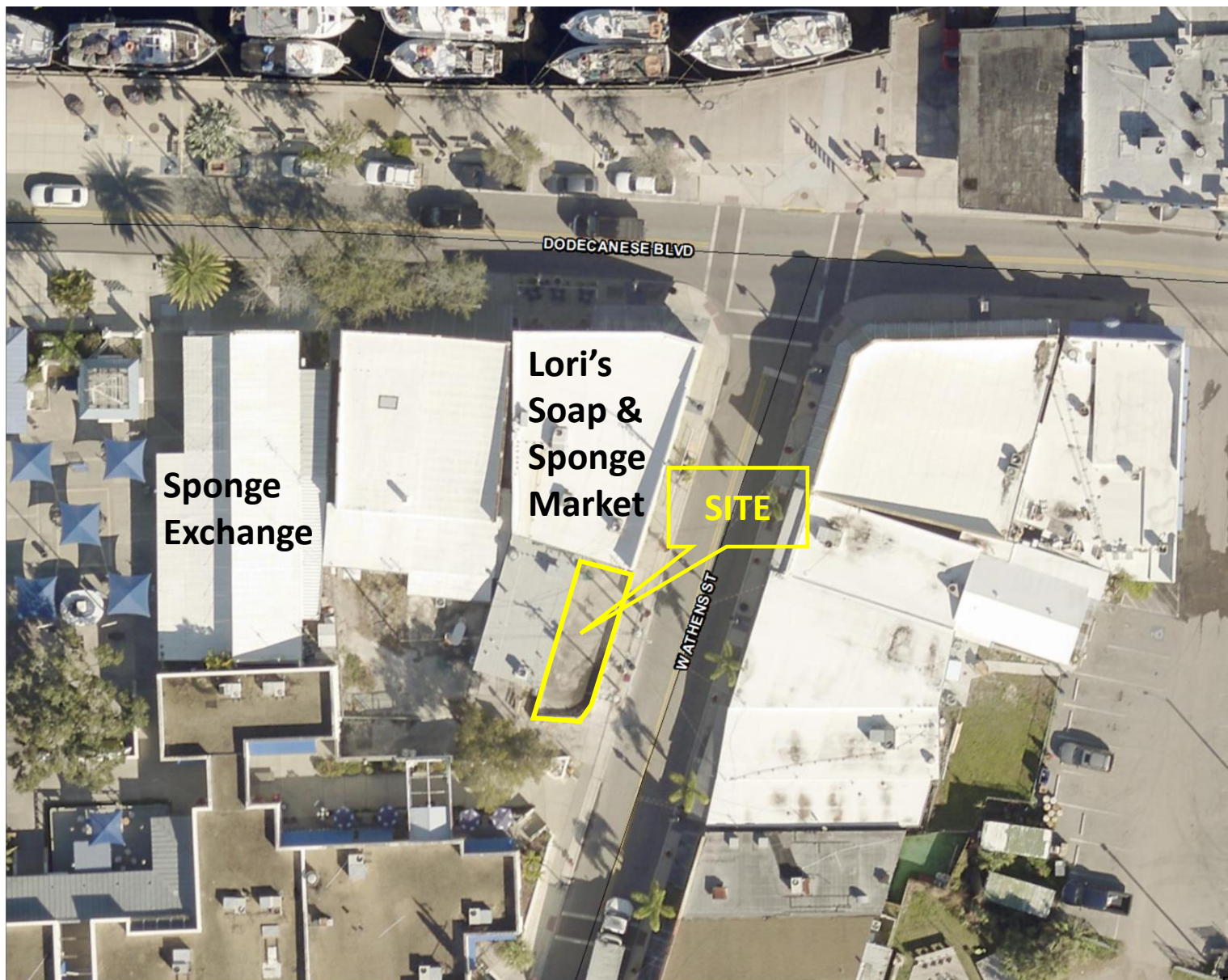
#23-60 – Site Plan Approval – Giallourakis – Coney Island

- **Resolution #2023-21**
- Property Size = +/- 680 square feet (0.016 acres)
- Current Land Use: CRD (Community Redevelopment District)
- Current Zoning: Transect T5a (Dodecanese Ave Main Street)
- Current Special Area Plan (SAP) District: Sponge Docks Character District
- Proposed Development:
 - Retail food service (340 square feet)
 - “Courtyard” style outdoor seating for 16 customers
 - Walk-up service windows to Athens Street and seating area
 - Handicapped access along Athens Street
 - Handicapped-accessible restroom entered from dead-end alley
- **Location**: West side of Athens Street about 75 feet south of Dodecanese Boulevard
- **Applicant/Owner**: Christine Shand / Solia Orr
- **Agents**: Mercury Giallourakis, John Hoffman

LOCATION & CONTEXT



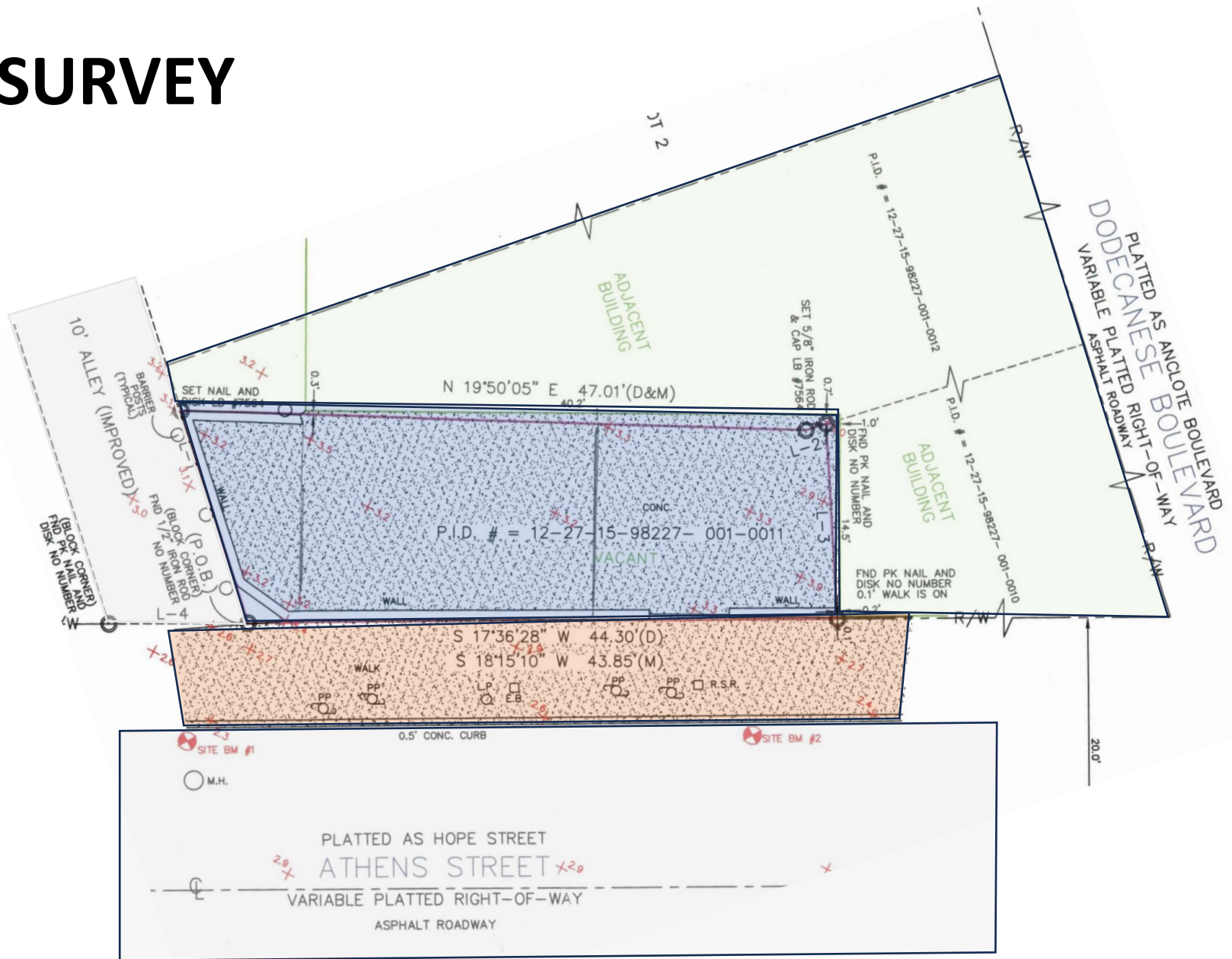
LOCATION & CONTEXT



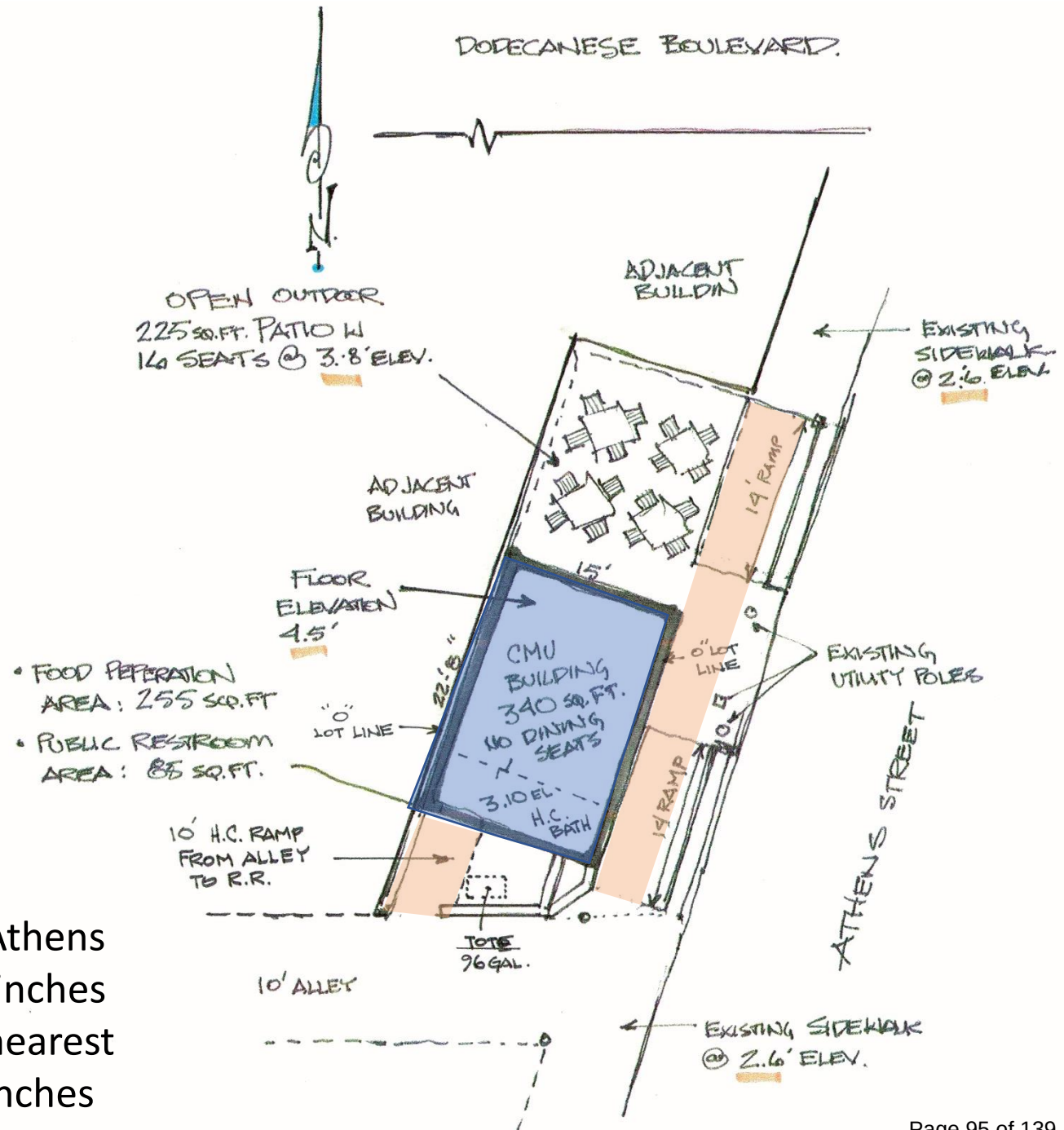
LOCATION & CONTEXT



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT



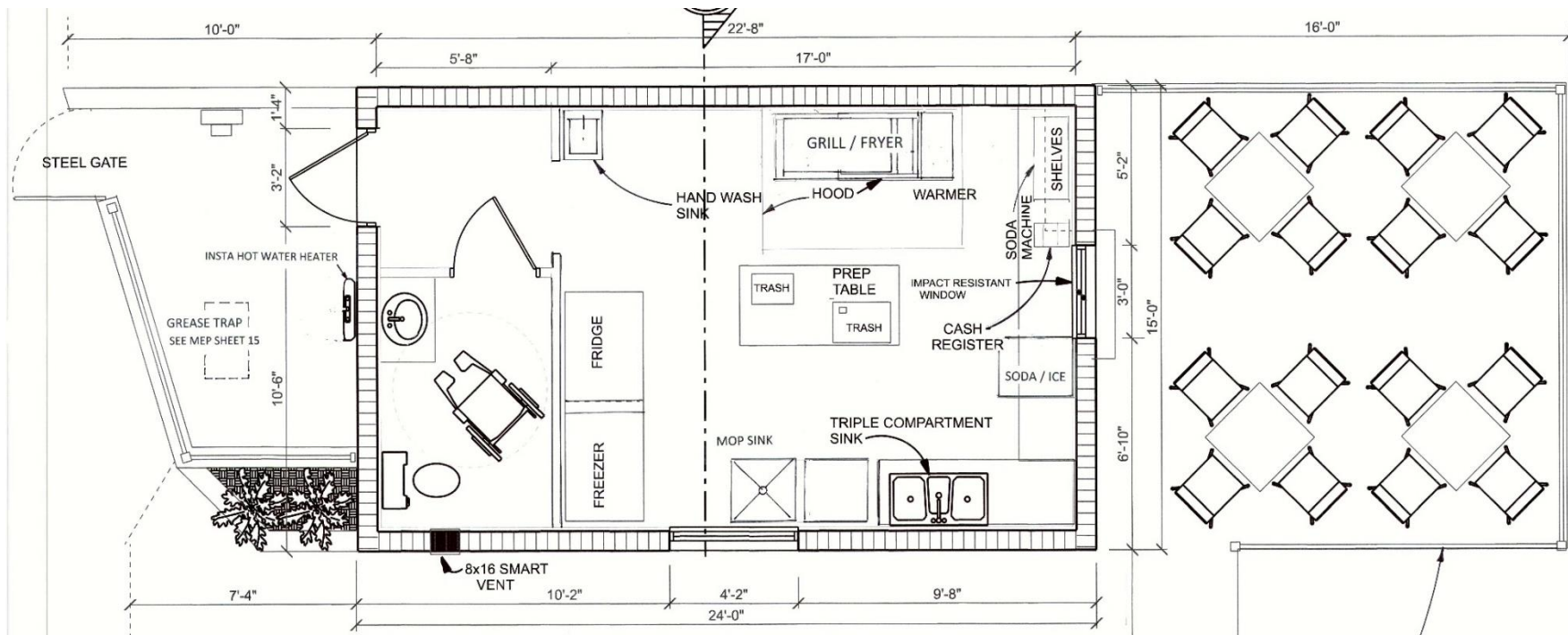
SITE PLAN



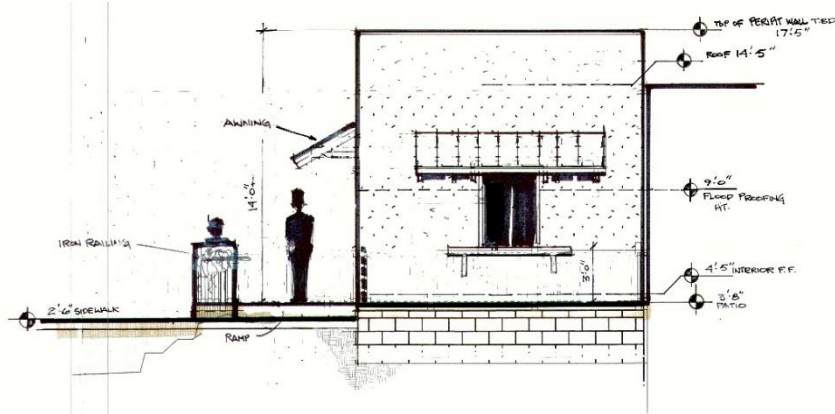
- Property line to Athens Street Curb = 88 inches
- Property line to nearest utility pole = 59 inches



FLOOR PLAN

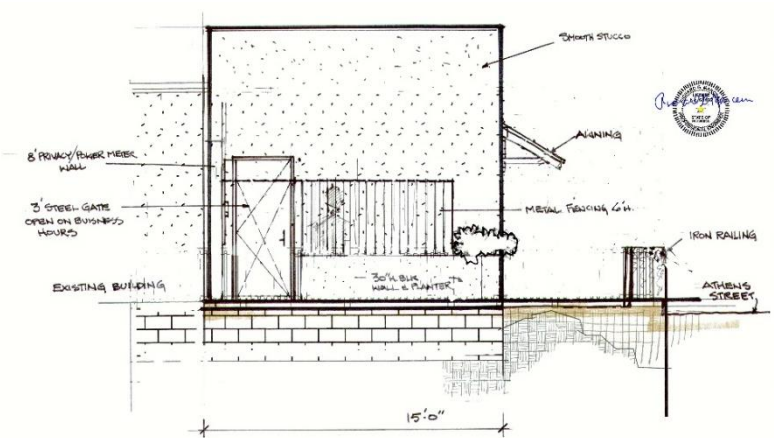


BUILDING ELEVATIONS



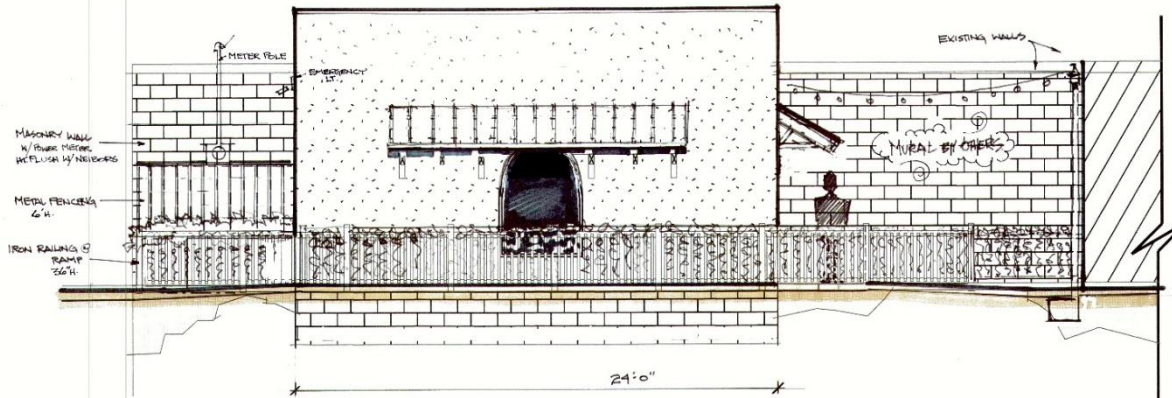
NORTH
RIGHT ELEVATION

SCALE: 3/8" = 1'-0" @ 24" X 36"



SOUTH
LEFT ELEVATION

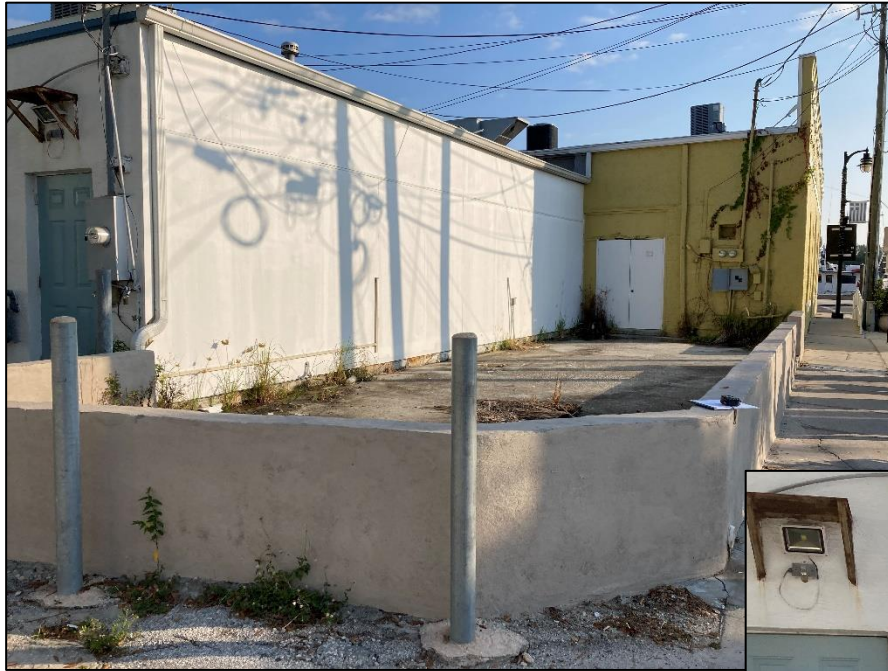
SCALE: 3/8" = 1'-0" @ 24" X 36"



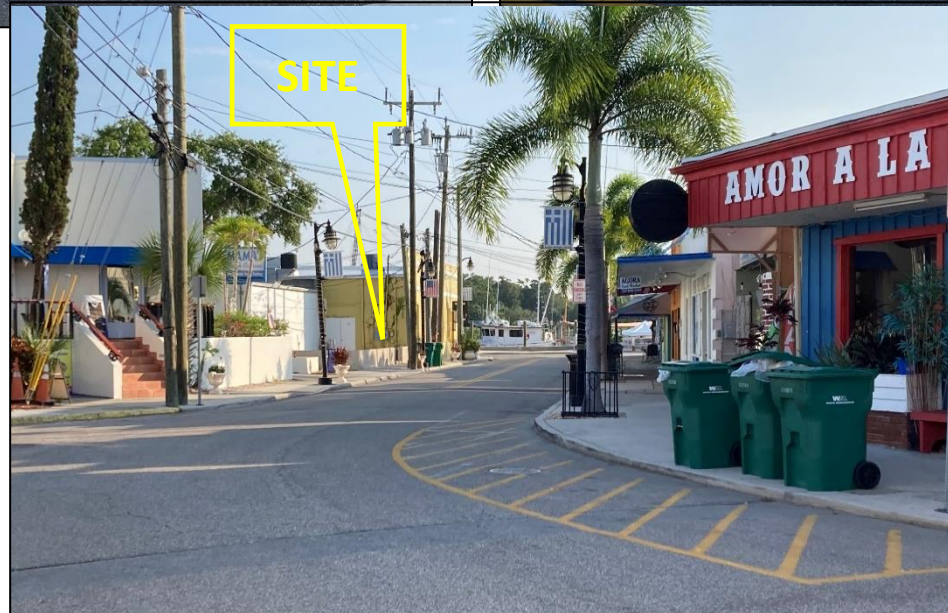
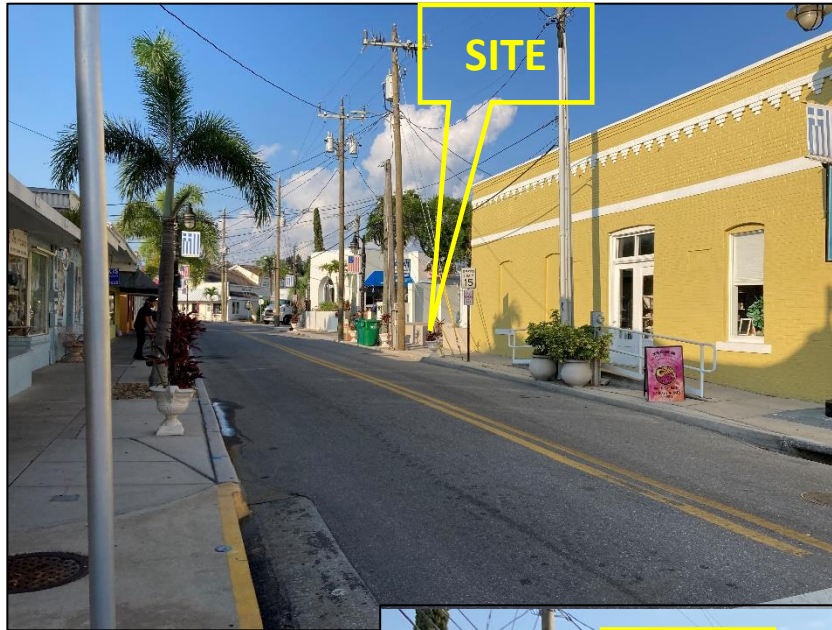
EAST
FRONT ELEVATION

SCALE: 3/8" = 1'-0" @ 24" X 36"

SITE PHOTOGRAPHS



ATHENS STREET ENVIRONMENT



ACCESSIBLE RAMPS ON CITY SIDEWALK – HELLAS RESTAURANT

- Ramp Length: 16 feet
- Ramp Width: 105 inches to curb
- Takes up entire sidewalk



ACCESSIBLE RAMPS ON CITY SIDEWALK – CUTE AS A BUTTON

- Ramp Length: 21 feet
- Ramp Width: 69 inches
- Sidewalk Width: 82 inches



ACCESSIBLE RAMPS ON CITY SIDEWALK – YIANNI'S

- Ramp Width: 87 inches
- Floor Level at Entrance: 8 inches above sidewalk level
- Takes up entire sidewalk



ACCESSIBLE RAMPS ON CITY SIDEWALK – LORI'S SOAPS

- Ramp Length: 25 feet
- Ramp Width: 52 inches
- Floor Level at Entrance is 10 inches above sidewalk



ACCESSIBLE RAMPS ON CITY SIDEWALK – PROPOSED PROJECT

- Available Length for Ramp: 43 feet
- Available Width for Ramp: 59 inches
- Existing Slab Level is 5 inches above sidewalk



Slab is 5 inches above sidewalk



REVIEW CRITERIA – SITE PLAN

- 1) **The Comprehensive Plan.** The proposed project is consistent with the City's Comprehensive Plan and the Special Area Plan. It is an allowable use by right and fulfills the intent of the Sponge Docks Character District.
- 2) **The Land Development Code (LDC) and Smartcode.** The application is found to be in compliance with the City's LDC and Smartcode, as outlined in the staff report. Recommended warrants are outlined in the staff report.
- 3) **The City's Concurrency Management System.** The project can be served with no adverse impacts to City facilities, as outlined in the staff report.
- 4) **The City's Building Codes.** The project will be required to, and is expected to be able to, meet the standards of the City's Building Codes.

REVIEW CRITERIA – WARRANTS

- 1) **Rear Setback: Five (5) feet required; Zero (0) feet proposed.**
The rear (west) setback is unnecessary and building placement will be consistent with existing character. The normal rear building functions will take place adjacent to the alley on the south side (e.g., accessible restroom entry, grease trap, waste staging/pick-up).
- 2) **Frontage Buildout: Max 95% required; 66% proposed.**
A streetside courtyard style seating area is proposed in lieu of a street wall. The building and adjacent existing walls will sufficiently carry out the existing street wall environment.
- 3) **Shopfront glazing: Min 70% required; Less than 70% proposed.** The building size and use are not conducive to provision of “storefront windows.” The public will not be entering the building. The service windows provide sufficient attraction/interaction with the public realm.

PRELIMINARY STAFF RECOMMENDATION

Resolution #2023-21

Staff recommends ***approval*** of the proposed site plan, subject to the following conditions:

1. Plans for the handicapped-accessible ramps shall be submitted with the building permit application and will require a right-of-way utilization permit.
2. Construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
3. The developer is responsible for meeting the minimum criteria of the Land Development Code and for acquiring all other jurisdictional permits and approvals.
4. The site plan shall expire at one year from the effective date unless an application has been filed for a building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.



PLANNING AND ZONING RECOMMENDATION

Resolution #2023-21

The Planning and Zoning Board reviewed this item at their regular meeting of July 17, 2023. They recommended approval with one member dissenting. The recommendation:

- Included staff-recommended conditions
- Included one additional condition that the plans exhibit (Exhibit A) of Resolution 2023-21 be revised to remove the sidewalk café prior to adoption of the resolution (***The attached resolution is revised to meet this condition***).

Additionally, the Board also made a finding that granting of the warrants contained in Resolution 2023-21 are justified by the intent of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area.

One member of the public spoke in opposition to the application.



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[JULY 17, 2023 / AUGUST 8, 2023]

STAFF REPORT – August 1, 2023

Application No. / Project Title: #23-60 (Giallourakis – Coney Island)

Staff: Patricia L. McNeese, Principal Planner

Applicant / Owner: Christine Shand / Solia Orr

Agents: Mercury Giallourakis and John Hoffman

Property Size: 680 square feet (0.016 acres) more or less

Current Zoning: T5a (Dodecanese Ave Main Street)
Sponge Docks Character District

Current Land Use: CRD (Community Redevelopment District)

Location / Parcel ID: West side of Athens Street approximately 75 feet south of
Dodecanese Boulevard / 12-27-15-98227-001-0011

Resolution Number: #2023-21

BACKGROUND SUMMARY:

The applicant is requesting site plan approval to construct a 340-square foot retail food service (restaurant) building. The business will feature a viewing window facing Athens Street, and an outdoor area with limited seating and a walk-up style service window.

PRELIMINARY STAFF RECOMMENDATION:

Staff finds the application for site plan approval consistent with the applicable review criteria and recommends **APPROVAL** of Resolution 2023-21, subject to the following conditions:

1. Plans for the handicapped-accessible ramps shall be submitted with the building permit application and will require a right-of-way utilization permit.
2. Construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
3. The developer is responsible for meeting the minimum criteria of the Land Development Code and for acquiring all other jurisdictional permits and approvals.
4. The site plan shall expire at one year from the effective date unless an application has been filed for a building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.

PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board heard this item at their regular meeting of July 17, 2023 with five members in attendance. They recommended approval with staff recommended conditions, and, with an additional condition requiring that the sidewalk café shown on the site plan be removed from the plan set exhibit (Exhibit A) of Resolution 2023-21 prior to adoption of the resolution (***The resolution exhibit has been revised for the BOC hearing to comply with this condition***). The Board



also made a finding that granting of the warrants contained in Resolution 2023-21 are justified by the intent of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area. There was one Board member dissenting on the vote. One member of the public spoke in opposition to the project.

CURRENT PROPERTY INFORMATION:

Use of Property:	Vacant
Site Features:	Completely paved, surrounded by a site wall
Vehicle Access:	This property gains access from Athens Street and a paved dead-end alley.

SURROUNDING ZONING & USE:

	Zoning:	Use:
North:	T5c Dodecanese Ave Main Street	CRD (Commercial Redevelopment District)
South:	T5c Dodecanese Ave Main Street	CRD (Commercial Redevelopment District)
East:	T5c Dodecanese Ave Main Street	CRD (Commercial Redevelopment District)
West:	T5c Dodecanese Ave Main Street	CRD (Commercial Redevelopment District)

PLANNING CONSIDERATIONS:

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. The proposed 340 square foot building will include a food preparation area with viewing window (Athens Street side) and service window, and, a restroom with accessibility for the disabled. Accessibility will be provided via a ramp from the alley on the south side and a ramp built on the sidewalk at the front (east) side of the building. The plan also includes outdoor seating for up to 16 patrons.
2. The proposed building will be below the required flood elevation and will employ dry floodproofing through the use of flood barrier walls.
3. Although the property is vacant, it is completely paved. Stormwater handling is not required to be addressed per Section 141.03 of the Land Development Code

REVIEW STANDARD – COMPREHENSIVE PLAN MAP:

The subject property is located in the Community Redevelopment District (CRD) on the Future Land Use Map. It is in the City's Special Area Plan (SAP) in the Sponge Docks Character District, described as "primarily comprised of tourist-oriented commercial business, restaurants and industrial waterfront uses [intended to] continue to support the working waterfront and tourist trade while increasing the number of actual residents to the area in order to improve overall neighborhood stability and support local businesses" (SAP, page 3-6). The project presents a use allowable by right in the T5c (Dodecanese Ave Main Street) transect as a restaurant business. It promotes tourist-oriented activities in support of local businesses envisioned for the Sponge Docks Character District.



It complies with the permitted floor area ratio (FAR) of 0.65. The site currently exceeds the impervious surface ratio (ISR) of 0.90 and will continue as an existing condition that pre-dated both the Smartcode and the Land Development Code.

REVIEW STANDARD - ZONING:

The property is located within the T5c Dodecanese Ave Main Street transect of the City's Special Area Plan (SAP). This transect permits restaurants and retail as uses by right. The proposed site plan's consistency with the requirements of the transect district and SAP is summarized in the table below with notation of items adjusted by warrant. Analysis and rationale for proposed warrants are also described in the following table:

Standards (T5c Transect, SAP)		Proposed Project	
Dimensional Standards [SAP and Table 5B(vii)]			
Max. Floor Area Ratio = 0.65	✓		0.50
Max. Impervious Surface Ratio = 0.90	✓		1.0 (existing)
Max. Height = 3 stories (first floor = 25 feet)	✓		one story (17.5 feet)
Max. Front Setback Primary = 0 feet	✓		0 feet
Min. Rear Setback = 5 feet			0 feet by warrant (see below)
Min. Frontage Buildout = 95%			66% by warrant (see below)
Max. Lot Coverage = 80%	✓		50%
Building Form [Table 5A]			
Shopfront/Awning – mandatory form	✓		Shopfront/awning
Min. 70% glazing required			Less than 70% by warrant (see below)
Parking Requirements [LDC Section 127.00]			
Retail spaces <1,500 square feet exempt	✓		340 square feet (exempt)
Landscaping & Screening [Section 4.8.8]			
No landscaping required	✓		planters on building frontage
No screening required but see above frontage buildout requirement	✓		66% frontage building by warrant (see below)
Waste Disposal			
Tote service allowable	✓		Tote service proposed

WARRANTS

This project, as noted in the table above, presents standards requested to be adjusted by warrant. The Smartcode allows elements to be adjusted by warrant when the design meets the intent of the Smartcode as set forth in Section 1.3 (emphasis added):

“The intent and purpose of this Code is to:

- Serve as the regulating plan to implement the vision of the Special Area Plan for the Sponge Docks and Community Redevelopment Area.
- Enable, encourage and qualify the implementation of the following policies:

1.3.1 The Community

- That neighborhoods, including downtowns, should be **compact, pedestrian-oriented** and mixed use.



- b. That complete neighborhoods, including complete downtowns, should be the preferred pattern of development, and that districts specializing in a single use should be the exception.
- c. That ordinary activities of daily living should occur within walking distance of most dwellings, allowing independence to those who do not drive.
- d. That interconnected networks of thoroughfares should be designed to disperse traffic and reduce the length of automobile trips.
- e. That within neighborhoods, a range of housing types and price levels should be provided to accommodate diverse ages and incomes.
- f. That appropriate building densities and land uses should be provided within walking distance of transit stops.
- g. That civic, institutional, and commercial activity should be embedded in neighborhoods, including downtowns, not isolated in remote single-use complexes.
- h. That schools should be sized and located to enable children to walk or bicycle to them.
- i. That a range of open space including parks, squares, and playgrounds should be distributed within neighborhoods, including downtowns.

1.3.2 The Block and the Building

- a. That buildings and landscaping should contribute to the ***physical definition of thoroughfares as civic places***.
- b. That development should adequately accommodate automobiles while respecting the pedestrian and the spatial form of public areas.
- c. That the design of streets and buildings should reinforce safe environments, but not at the expense of accessibility.
- d. That architecture and landscape design should grow from ***local climate, topography, history, and building practice***.
- e. That buildings should provide their inhabitants with a clear sense of geography and climate through energy efficient methods.
- f. That civic buildings and public gathering places should be provided as locations that reinforce community identity and support self-government.
- g. That civic buildings should be distinctive and appropriate to a role more important than the other buildings that constitute the fabric of the city.
- h. That the preservation and renewal of historic buildings should be facilitated, to affirm the continuity and evolution of society.
- i. That the harmonious and orderly evolution of urban areas should be secured by the use of this Code and its successional elements.

1.3.3 The Transect

- a. That communities should provide meaningful choices in living arrangements as manifested by distinct physical environments.
- b. That the Transect Zone descriptions on Table 1A shall constitute the Intent of this Code with regard to the general character of each of these environments.”

This property is in the **T5 URBAN CENTER** transect, described in Table 1A of the Smartcode as follows (emphasis added):

“The T-5 Urban Center Zone consists of higher density mixed use buildings that accommodate retail, offices, rowhouses and apartments. It has ***a tight network of streets, with wide sidewalks***, steady street tree planting and



buildings set close to the sidewalks. The general character is shops with residential and office above, townhouses, larger apartment houses, live-works, and civic buildings, attached buildings, trees within the public right-of-way, ***substantial pedestrian activity, frequent retail frontages, shallow setbacks or none, buildings oriented to the street defining a street wall.***

Each standard recommended to be adjusted by warrant is listed below with an analysis of how the adjustment meets the Smartcode intent as codified in Section 1.3, and in the T5 Urban Center transect characterization in Table 1A. The primary focus of the Smartcode's intent for this area is on pedestrian-oriented activity.

Setbacks Adjusted by Warrant

Rear Setback decreased from a minimum of five (5) feet to zero (0) feet: The rear setback is not necessary in this case as it is against an existing adjacent building. There is no need for access, service area, or infrastructure accommodation at the rear of the proposed building or the adjacent buildings. The rear of this proposed building will have little or no space between it and the adjacent building to the west. This type of configuration is consistent with the character of the area where adjacent buildings are connected by a common wall or built with walls in close proximity. Further, although the west property line is the considered the 'rear', the true functional 'rear' of the property is along the alleyway, where a minimal setback is proposed in order to preserve the utilitarian function including the accessible restroom entry, a grease trap and the waste staging/pick-up.

Frontage Buildout and Street Screen Adjusted by Warrant

Frontage Buildout decreased from 95% to 66%: In the T5 transect, the Smartcode supports continuing the prevailing building form of a defining street wall (see T5 Urban Center transect description above). The street wall is defined by buildings that are, or essentially appear, to be connected to each other forming a continuous building frontage uninterrupted by parking and service areas. The Athens Street environment certainly fits this characterization. The proposed project, however, provides an open area for outdoor seating. The outdoor seating area will be bounded by a wall or rail as part of the sidewalk ramp, and, it will provide an attractive "courtyard-like" feel close the street, as it is already bounded on two sides by adjacent building walls. The existing site wall on the south side of the property will also be retained. This design certainly invites "substantial pedestrian activity" as intended by the T5 transect (see T5 Urban Center Transect description above) and carries out the intent of the Smartcode to promote compact, pedestrian-oriented activity (Section 1.3.1.a) and a building design that borrows from local climate, topography, history and building practice. Essentially with lack of room for front seating, the applicant has chosen to provide the "front porch/walled courtyard" feel at the side of the building.

Required Glazing Adjusted by Warrant

Shopfront/Awning Frontage Glazing decreased below 70%: Section 4.3.1.b of the Smartcode requires that a shopfront/awning type mandatory retail frontage includes 70% glazing with clear glass and include an awning overlapping the sidewalk. Table 4C.f and the definition of shopfront further illustrate/describe the concept of substantial glazing for a shopfront form of building. The basic idea is to incorporate a downtown storefront window in the pedestrian street environment. This being a very small building with limited space for food preparation and with a service window elevated above the Athens Street grade, the intent of the storefront window requirement cannot be



carried out and is not functional for the development of this property. The shopfront window function of attracting the public into a building is not served here since the public has no reason to access the inside. The viewing and service windows, and courtyard seating serve as exterior visible features that will sufficiently serve to attract/invite pedestrian attention and interaction. The project does provide the proposed awning over both the viewing and service windows, consistent with the Smartcode awning standard.

SITE PLAN REVIEW PROCEDURES & STANDARDS:

The process for site plan review is set forth in Section 210.03 of the Land Development Code (LDC) and calls for the Planning and Zoning Board to review the site plan for compliance with (1) the Comprehensive Plan, (2) the Comprehensive Zoning and Land Development Code, (3) the City's Concurrency Management System, and (4) the City's Building Codes to provide a written recommendation to the Board of Commissioners as enumerated in Section 210.03(C)(4) of the LDC. The Technical Review Committee (TRC) has reviewed and determined the application for site plan approval to be complete and in compliance with the above cited standards for review:

1. The application is found to be consistent with the City's Comprehensive Plan and the implementing Special Area Plan (see above zoning standards).,
2. The application is found to be compliant with the City's Land Development Code,
3. The project proposes minimal new impacts to facilities and therefore meets the City's Concurrency Management standards (see below), and,
4. The project will be required to, and is expected to be able to, meet the standards of the City's Building Code.

LEVEL OF SERVICE ANALYSIS:

Article VIII of the Land Development Code requires that public facilities be available concurrent with impacts from development. Facilities impacts are listed in the table below. They are not expected to degrade the levels of services for any of the listed facilities.

Facility	Proposed Impacts
Potable Water	333 gallons per day
Wastewater	267 gallons per day
Solid Waste	37.17 tons per year
Transportation	3.08 peak hour trips*

**926 Food Cart Pod, Institute of Transportation Engineers (ITE), 10th edition.*

TECHNICAL REVIEW COMMITTEE:

The Technical Review Committee (TRC) reviewed this project on June 1, 2023, for completeness and conformance to the Comprehensive Plan and to the Comprehensive Zoning and Land Development Code. The TRC determined this application was ready for processing.

ATTACHMENTS:

1. Staff Presentation
2. Survey



3. Site Plan
4. Project Narrative
5. Floor Plans and Renderings
6. Flood Panel Information
7. Draft Resolution #2023-21

TOPOGRAPHIC
SURVEY

LEGAL DESCRIPTION: A PORTION OF LOT 1, BLOCK 1, MAP OR PLAY ENTITLED "W.P. WILSON'S SUBDIVISION" AS RECORDED IN PLAT BOOK 3, PAGE 22, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEASTERN CORNER OF LOT 1, BLOCK 1; FOR A POINT BEGINNING; THENCE FROM SAID POINT THE FOLLOWING FIVE (5) COURSES: 1) N 89°27'12" W, 16.71 Feet; 2) N 19°50'05" E, 7.01 Feet; 3) N 00°49'35" E, 1.60 Feet; 4) S 75°08'47" E, 14.62 Feet; 5) S 17°36'28" W, 44.30 Feet; TO THE AFOREMENTIONED POINT OF THE BEGINNING.

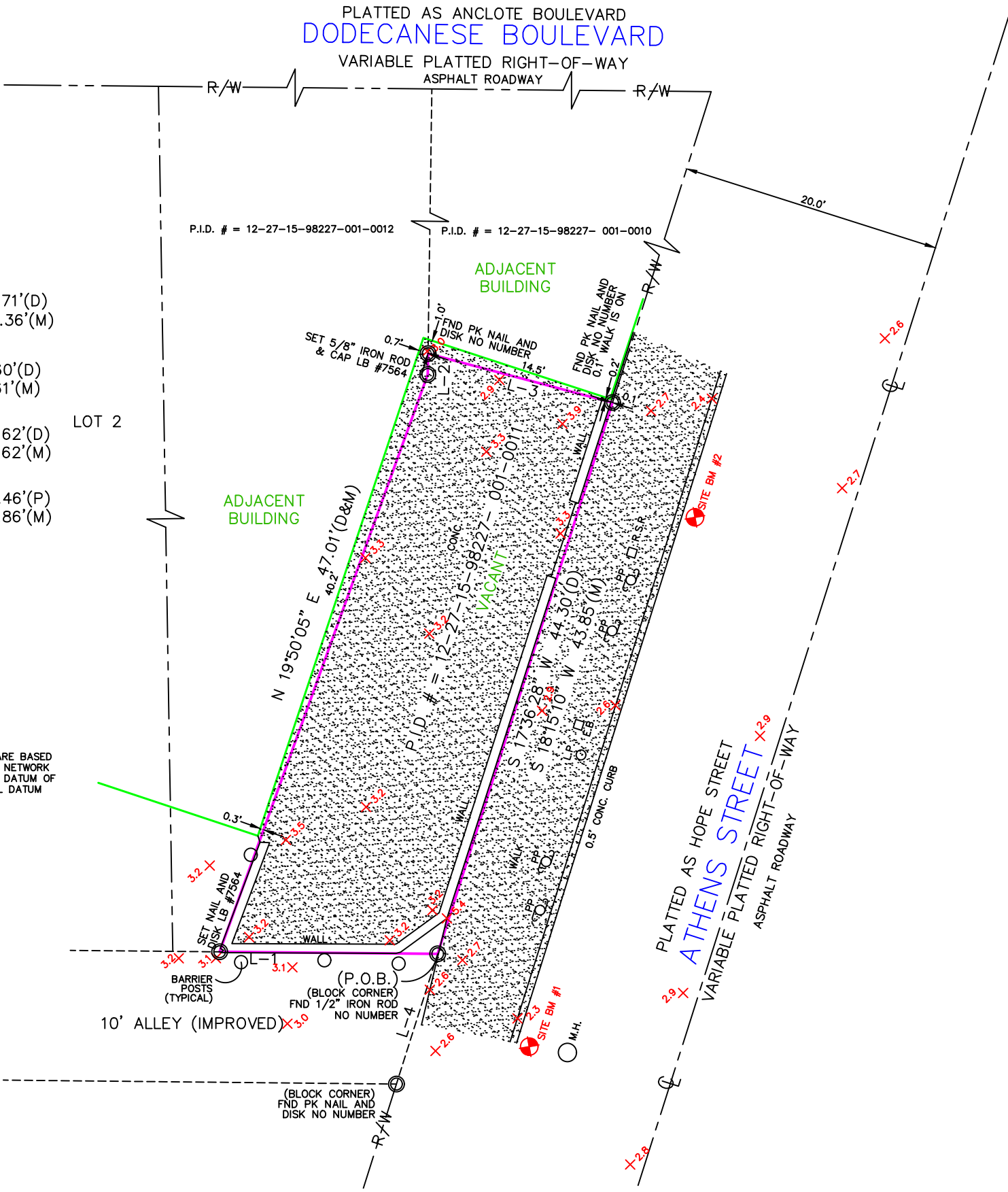


- L-1
N 89°27'11" W 16.71'(D)
S 88°44'36" W 16.36'(M)
- L-2
N 00°49'35" E 1.60'(D)
N 00°50'07" E 1.61'(M)
- L-3
S 75°08'47" E 14.62'(D)
S 74°48'49" E 14.62'(M)
- L-4
S 17°35'57" W 10.46'(P)
S 14°59'08" W 10.86'(M)

ELEVATION
= SPOT ELEVATION

- SITE BENCHMARK #1
SET NAIL IN ASPHALT
ELEVATION = 2.6'
- SITE BENCHMARK #2
SET NAIL IN ASPHALT
ELEVATION = 2.2'

SURVEYOR'S NOTE:
ELEVATIONS SHOWN HEREON ARE BASED ON THE FLORIDA F.D.O.T. GPS NETWORK WITH A PUBLISHED ELEVATION DATUM OF THE NORTH AMERICA VERTICAL DATUM DATED 1988



PROPERTY ADDRESS: ATHENS STREET, TARPON SPRINGS, FLORIDA 34689

LEGEND	
A.E. = ACCESS EASEMENT	
B.F.P. = BACKFLOW PREVENTER	
B.P.V. = BACKFLOW PREVENTER VALVE	
B.S.L. = BUILDING SETBACK LINE	
B.W.F. = BARBED WIRE FENCE	
C = CHORD	
Δ = CENTRAL ANGLE	
C.B. = CHORD BEARING	
(CF) = CALCULATED FROM FIELD DATA	
CL = CENTER LINE	
C.L.F. = CHAIN LINK FENCE	
C.M.E. = CANAL MAINTENANCE EASEMENT	
C.N.A. = CORNER NOT ACCESSIBLE	
CONC. = CONCRETE	
COV. = COVERED	
(CR) = CALCULATED FROM RECORDED DATA	
C/S = CONCRETE SLAB	
C.T.V. = CABLE TV BOX	
(D) = DESCRIPTION	
D.B. = DEED BOOK	
D.E. = DRAINAGE EASEMENT	
D.U.E. = DRAINAGE/UTILITY EASEMENT	
E.B. = ELECTRIC BOX	
E.M. = ELECTRIC METER	
E.O.W. = EDGE OF WATER	
E/P = EDGE OF PAVEMENT	
WOOD	BRICK/PAVER/TILE
ASPHALT	CONCRETE

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE AE(BFE 10'), PER F.I.R.M. MAP NUMBER 12103C0019G, DATED 09/03/2003.
THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A AGENT SHOULD BE CONTACTED FOR VERIFICATION.



POINTS OF INTEREST:
1. CONC. EXTENDS OVER THE NORTHERLY AND WESTERLY BOUNDARY LINES.



SURVEYOR'S NOTES:
1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE LEGAL DESCRIPTION PROVIDED BY OTHERS.
2. UNLESS SHOWN, UNDERGROUND UTILITIES IMPROVEMENTS, FOUNDATIONS AND/OR SUBSURFACE STRUCTURES WERE NOT LOCATED BY THIS SURVEY.
3. BEARINGS ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF ATHENS STREET, AS BEING, S 17°36'28" W, PER DEED, ASSUMED.
4. THE PURPOSE OF THIS SURVEY IS FOR THE USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
5. FENCE OWNERSHIP NOT DETERMINED.
6. THE LAND(S) SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

LEGAL DESCRIPTION:
SEE BOUNDARY PAGE

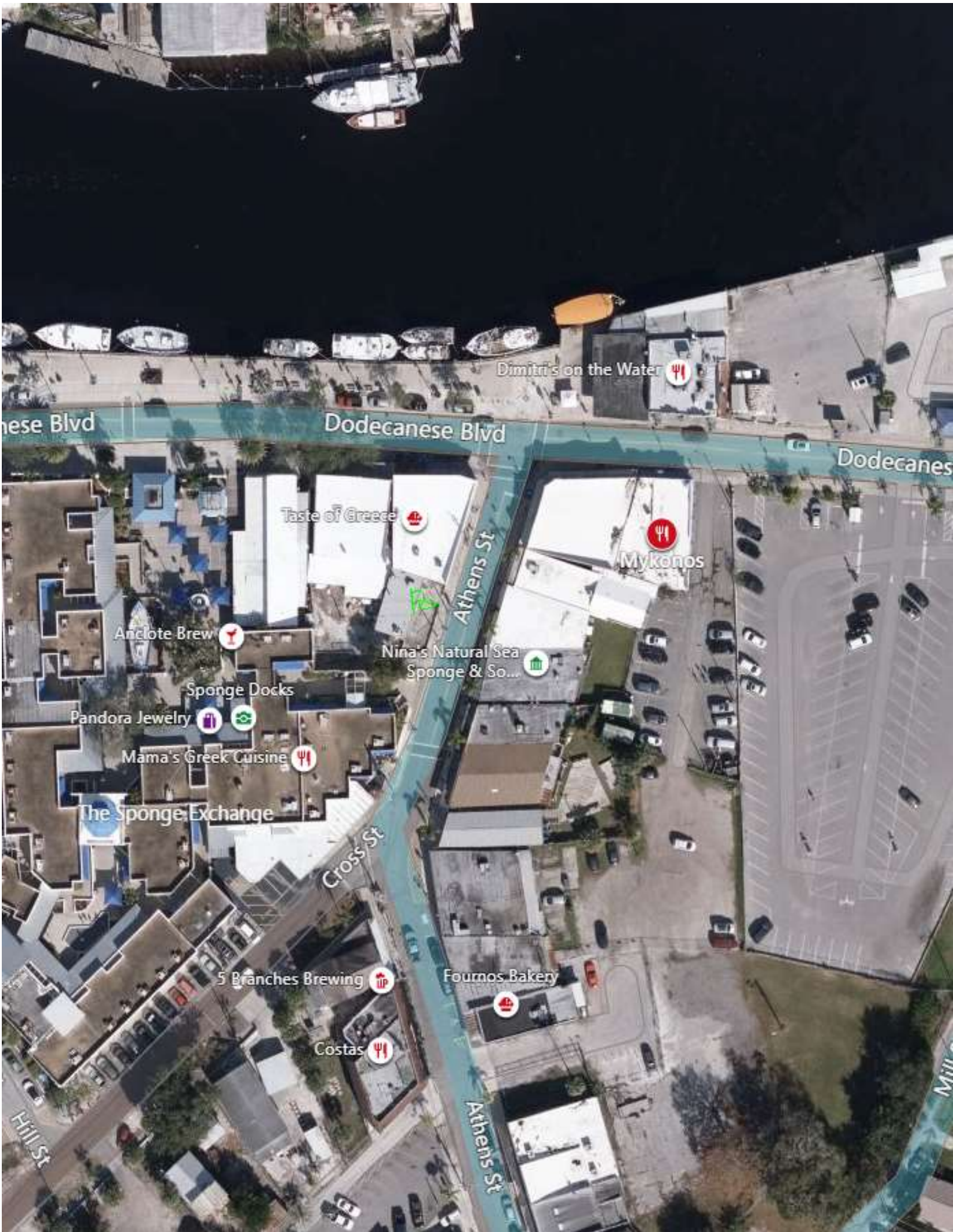
CERTIFIED TO: SOFIA ORR	CLIENT NO: 21-491737 JOB NO: 52774 FIELD DATE: 4/21/2021 APPROVED BY: J.S. CHECKED BY: T.S. DRAWN BY: G.I. DRAWN DATE: 07/14/21
----------------------------	---

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

CERTIFIED BY: JON SHOEMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 470978 LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.520.5453 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE SIGNED: 07/14/21

AERIAL
VIEW



PROPERTY ADDRESS: *ATHENS STREET, TARPON SPRINGS, FLORIDA 34689*

- FND = FOUND

G.T. = GREASE TRAP

G.V. = GATE VALVE

H.W.F. = HOG WIRE FENCE

INST. = INSTRUMENT NUMBER

L = ARC LENGTH

L.E. = LANDSCAPE EASEMENT

L.M.E. = LAKE MAINTENANCE EASEMENT

L.P. = LIGHT POLE

(M) = MEASURED

M.E. = MAINTENANCE EASEMENT

M.H. = MANHOLE

M.W. = MONITOR WELL

N&D = NAIL AND DISK

OHU = OVERHEAD UTILITY LINE

O.R.B. = OFFICIAL RECORDS BOOK

(P) = PLAT

P.B. = PLAT BOOK

P.C. = POINT OF CURVATURE

P.C.C. = POINT OF COMPOUND CURVATURE

P.C.P. = PERMANENT CONTROL POINT

P.D.E. = PRIVATE DRAINAGE EASEMENT

P.E. = POOL EQUIPMENT

PG. = PAGE

P.I. = POINT OF INTERSECTION

P.I.D. = PARCEL IDENTIFICATION NUMBER

P.L. = PROPERTY LINE

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

P.P. = POWER POLE

P.R.C. = POINT OF REVERSE CURVATURE

P.R.M. = PERMANENT REFERENCE MONUMENT

P.T. = POINT OF TANGENCY

P.U.E. = PUBLIC UTILITY EASEMENT

P.V.C.F. = PLASTIC VINYL FENCE

P.V.U.E. = PRIVATE UTILITY EASEMENT

R = RADIUS

R.S.R. = RISER

R.W. = RIGHT OF WAY

S.V. = SEWER VALVE

T.B. = TELEPHONE BOX

U.E. = UTILITY EASEMENT

W.F. = WOOD FENCE

W.M. = WATER METER

W.V. = WATER VALVE

LEGEND



AERIAL PROVIDED IS FOR VIEWING ONLY
AERIAL IS NOT TO SCALE

ORDERED BY:

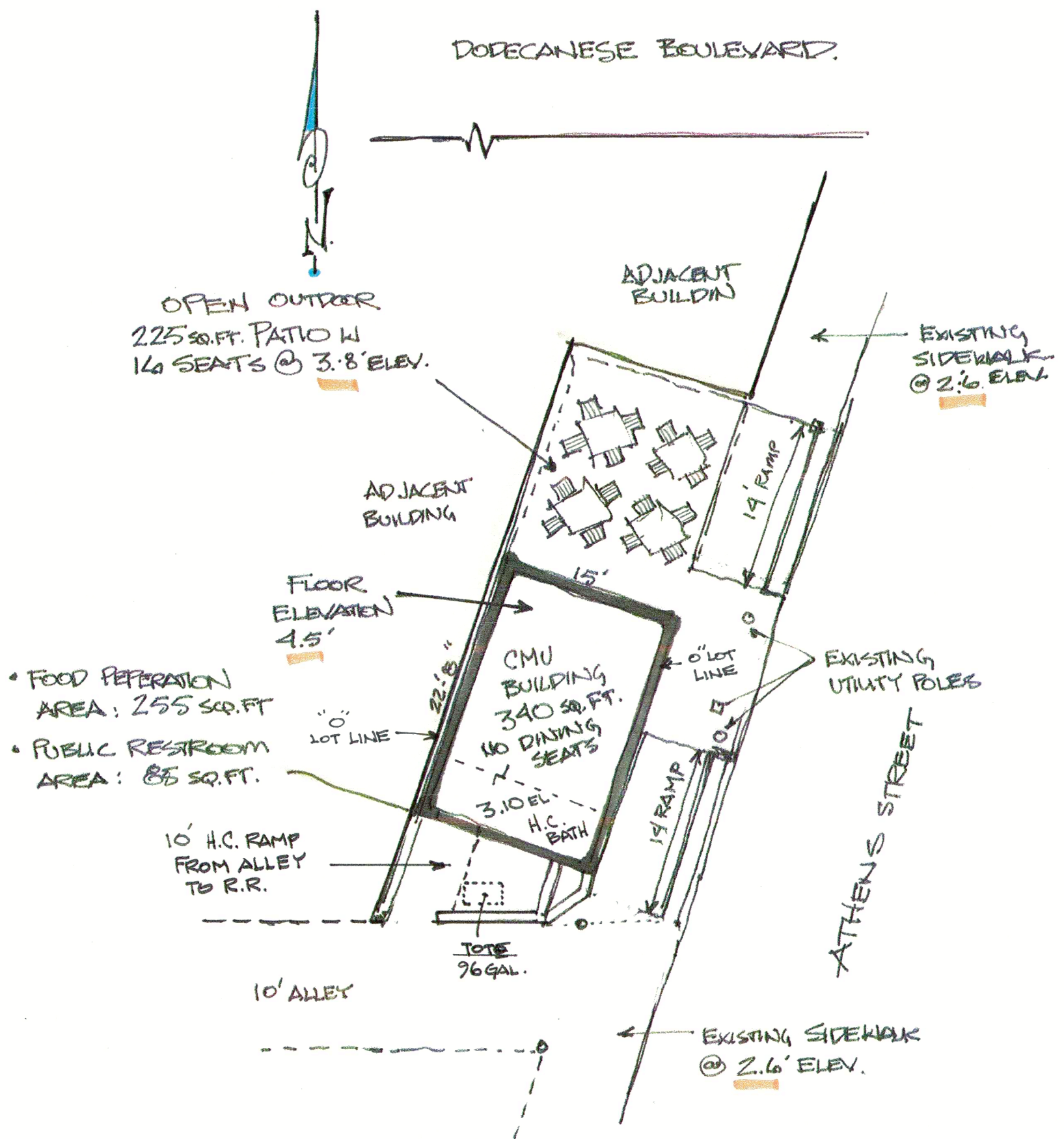


LEGAL DESCRIPTION:
SEE BOUNDARY PAGE

CERTIFIED TO:
SOFIA ORR

CLIENT NO: 21-491737
JOB NO: 52774
FIELD DATE: 7/13/2021
APPROVED BY: T.S.
CHECKED BY: T.S.
DRAWN BY: G.L.
DRAWN DATE: 07/14/21

FIRST CHOICE SURVEYING, INC.
P.O. BOX 470978, LAKE MONROE, FL 32747
407.951.3425 (Office); 407.520.5453 (Fax); LB #7564
WWW.FIRSTCHOICESURVEYING.COM



NOTE: PLAN BASE OFF SURVEY BY "FIRST CHOICE SURVEYING."

SITE PLAN

SCALE: 1" = 10'

(NOTE: SEE SURVEY)

FACILITIES IMPACT TABLE:

WATER CONSUMPTION GAL. PER DAY: 10,000

SOLID WASTE GENERATION IN TONS PER YEAR: 37.17 TONS

VEHICULAR TRIP GENERATION PER DAY: 6

PEAK HOURS: 7AM TO 9AM

SITE DATA TABLE:

TOTAL SQUARE FOOTAGE: 886.9'

SEAT COUNT: 16

BUILDING SQUARE FOOTAGE: 340'

SEATING AREA SQUARE FOOTAGE: 253.2'

IMPERVIOUS AREA: 886.9' SQ. FT.



MERCURY GALLOURAKIS
0000 ATHENS ST.
TARPON SPRINGS FL
34689

E.C. HOFFMAN DESIGNS
99 E. ORANGE
TARPON SPRINGS

SCALE: 1" = 10'

DATE:

REVISED

Patricia McNeese

From: John Hoffman <hoffmandesigns99@gmail.com>
Sent: Friday, June 23, 2023 4:09 PM
To: Patricia McNeese
Subject: Fwd: Narrative

External Email- Use caution with links and attachments

Pat ,
Attached is a narrative by Christine that I thought was okay but need your help to revise if necessary ,let me know your thoughts Thanks , John

----- Forwarded message -----

From: **Christine Shand** <christineshand@hotmail.com>
Date: Tue, Jun 20, 2023 at 3:49 PM
Subject: Narrative
To: <hoffmandesigns99@gmail.com>, <mgiallou@yahoo.com>
Cc: <christineshand@hotmail.com>

Athens Coney Island

We have a small property on Athens Street, visible from Dodacanese, that we want to build a small building approximately 350 sq ft. with limited outdoor seating. The specialty eatery will be Coney Island style which will add another food option to the growing number of diverse restaurants currently located on Athens Street. The structure will be built within FEMA guidelines and requirements. We will have a handicap accessible restroom on site and a handicap ramp on the sidewalk for patrons with disabilities to have easy access. We believe the Coney Island eatery will bring more customers to Athens Street which will also bring more customers to other businesses on the Street. It will make the property (currently a vacant lot) more attractive and will better serve our visitors to the Sponge Docks.

--
E. C. Hoffman Designs
99 E. Orange Street
Tarpon Springs, FL 34689
(727) 937-3854
www.hoffmandesigns99.wix.com/design



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Lake Worth, FL 33460

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info@floodriskamerica.com

www.floodriskamerica.com



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Resistant**

**CCN Seal
Technology**

**Easy-Turn knobs
Zinc Coated
Carbon Steel**

**Corrosion
Resistant**

**Less than 5
lbs per
square foot**

**Coated with
Kevlar Gel for
impact**



FRA FLOOD PANEL

- Light-weight
- Marine-Grade Material
- Lifetime Warranty
- Made in USA
- Custom- Fabricated
- Withstands 13,000 PSI
- Cost-effective
- Easy to Deploy
- FM Approved
- Color Options Available



FRA PANEL PROTECTION BOXES

The FRA Panel can be custom-designed to create a box for unmovable equipment such as generators, fuel tanks, electrical boxes, waste management systems, and all types of vulnerable equipment.



ELEVATOR PROTECTION

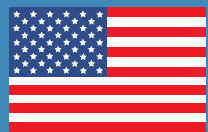
The FRA Panel was first designed to protect elevators from flooding, but it is now widely used to protect every vulnerable area of a property from flooding.



FM APPROVED
Meets and Exceeds ANSI 2510
Requirements for Impact and
Seepage



Superior bracing support to
connect for longer lengths



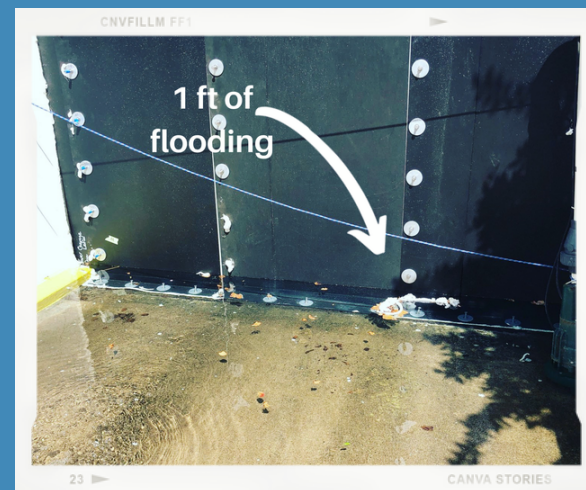
Our Products are
Custom Made in
America by Us



Endorsed by:



Easy-Turn knob for
fast deployment and
toolless system



*"You saved our property
from flooding." - Pat*

SECTION 10 71 19.16 REMOVABLE FLOOD BARRIERS

1. GENERAL

1.1. SECTION INCLUDES

- A. Flood Panels

1.2. RELATED SECTIONS

- A. Section 03300 - Cast-In-Place Concrete
- B. Section 04810 - Unit Masonry Assemblies
- C. Section 05120 - Structural Steel

1.3. REFERENCES

- A. ASCE 24-14 Flood Resistant Design and Construction
- B. FEMA Technical Bulletin 3-93 - Non-Residential Flood Proofing.
- C. SEI/ASCE 7-10 - Minimum Design Loads for Buildings and Other Structures.
- D. ASCE 24-14 Flood Resistant Design and Construction
- E. U.S. Army Corps of Engineers, EP 1165-2-314 - Flood Proofing Regulations, 15 December 1995.

1.4. DESIGN / PERFORMANCE REQUIREMENTS

- A. Design watertight panels to perform under load criteria as set forth in standards noted. All water pressure loads and operating loads are transferred to the building structure.
- B. Standard loading:
 - (1) Hydrostatic Pressure Resistance - Flood Panels shall conform to the criteria for resisting lateral forces due to hydrostatic pressure from freestanding water as set forth by FEMA Technical Bulletin 3-93.
 - (2) Hydrodynamic Force Resistance - Flood panels shall conform to the criteria for resisting lateral forces due to moving flood waters at a minimum velocity of 8 feet per second, unless otherwise noted, as set forth by FEMA Technical Bulletin 3-93.
 - (3) Debris Impact Force Resistance - Flood panels shall conform to the criteria for resisting a 1,000 lb object at minimum Velocity of 8 Feet per second unless otherwise noted, as prescribed by FEMA Technical Bulletin 3-93.

C. Seepage:

- 1) Requirements for flood PANELS, terminology, tolerances, standards of performance and workmanship are those specified as Type 2 Closures in Chapter 7, Section 701.1.1 of the US Army Corps of Engineers Flood Proofing Regulations. These Type 2 Flood Closures/Barriers will allow Slight Seepage during hydrodynamic and hydrostatic pressure flood conditions. Seepage amounts will vary with conditions encountered. Minimum standards shall be in accordance with ANSI/FM 2510 of .08 gal per hour per lineal ft of protected opening.

1.5.SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Manufacturer's data sheets on each product to be used, including:
 - (1)Preparation instructions and recommendations.
 - (2)Storage and handling requirements and recommendations.
 - (3)Installation instructions.
- C. Shop Drawings: Provide shop drawings showing layout, profiles, and product components, including anchorage, hardware, and finishes. Include dimensional plans, applicable material specifications, elevations and sections detailing mounting and connections, and load diagrams.
- D. Calculations: Submit calculations approved by a qualified engineer to verify the flood panel's ability to withstand the design loading only when required by engineer or architect of record and by the local municipality for permitting.
- E. Closeout Submittals: Provide Operation and Maintenance data to include methods for maintaining installed products, precautions against cleaning materials, and methods detrimental to finishes and performance.

1.6.QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer must demonstrate previous successful experience in design and manufacture of similar flood-related closures. Upon request, provide supporting evidence including list of installations, descriptions, name, and method of contact.

1.7.DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging container with identification labels intact until ready for installation.
- B. Protect materials from exposure to moisture.
- C. Store materials in a dry, warm, ventilated, weathertight location. If outdoor storage is required, block materials to store at an incline, to prevent pooling of any moisture and promote runoff. Tarp materials in a tent-like arrangement, elevated above the product with open sides to allow airflow. Store all other hardware in a dry controlled environment.
- D. Store materials so that no damage occurs to gaskets and attached hardware.

- E. Use caution when unloading and handling product to avoid bending, denting, crushing, or other damage to the product.
- F. When using forklifts, use forks of proper length to fully support product being moved. Consult shop drawings or consult with factory for proper lift points.

1.8.PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.9.COORDINATION

- A. Coordinate work with other trades, operations, and installation of adjacent materials to avoid damage.

1.10.WARRANTY

- A. Watertight closure shall operate satisfactorily and be free of defects in core material of product as long as hardware and gaskets are maintained per protocol.

2. PRODUCTS

1.MANUFACTURERS

- A. Acceptable Manufacturer:
Flood Risk America
720 Lucerne Avenue, Suite 567
Lake Worth, FL 33460
- B. Contact: Flood Risk America, 561- 578- 4220
- C. Substitutions: Not permitted.
- D. Obtain all watertight doors and window flood panel assemblies from single manufacturer.

2.EQUIPMENT

- A. Watertight Door and window panels: Provide the following panels:
 - (1)FRA Door Panel by Flood Risk America
 - (2)FRA Window Panel by Flood Risk America
- B. Product Details:
 - (1)Sealing Requirements: Flood Panel and gasket design shall provide an effective seal for short-term high water situations, to the protection level indicated on drawings.
 - (2)Operation: Panels are non-operable.
 - (3)Mounting/Load Transfer: Anchor to existing structure. Flood Panel designed for specified hydrostatic pressure (and other loads as specified) and will transfer loads to adjacent structure.
 - (4)Panels to be anchored utilizing mechanical, anchor types as designed. Manufacturer to include all anchors, water-stop, and sealants, as designed.

- (5) Loading Direction Selection:
 - a) Standard: Positive Pressure Loading: (Direction of loading against flood panel so as to further compress gaskets against flood panel frame-"seating").
 - b) Optional: Reverse Pressure Loading: (Direction of loading against flood panel so as to force the flood panel away from the structure-"unseating").
- (6) Provide ½" thick compression gasket which requires no inflation.
- (7) Provide stainless steel 304 anchoring to building structural elements.

3. MATERIALS

- A. Flood Panel:
 - (1) Composite FRA - FRP / IPN / PolyResin (patent pending) composite structure panels.
- B. Gaskets to be factory mounted to flood panel assembly. Gaskets to be compressible closed cell type, and to be field replaceable.
- C. Jamb members to be designed and fabricated with appropriate material as required for the loading.
 - (1) Polyfiber of appropriate size and strength with mechanical fastened construction.
- D. Sill members to be designed and fabricated with appropriate material as required for the loading:
 - (1) Polyfiber of appropriate size and strength with mechanical fastened construction.
- E. Panel Mounting Hardware: Provide hardware sized for the size and weight of the flood panel and loads. Hardware to be factory located on panels, as practical. All loads are transferred to building structure.
- F. Anchors: Manufacturer provided stainless steel 304 anchors as noted on shop drawings.
- G. Labeling. Each watertight panel and frame will be individually identified for matched installation.

4. FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2. EXECUTION

1.EXAMINATION

- A. Building contractor shall ensure that all surfaces to receive flood panels shall be paper smooth , plumb, true and level before installation can begin. After verification of field conditions and properly prepared openings, install flood panels in strict accordance with approved submittal drawings.
- B. Existing slabs and walls adjacent to openings where flood barriers are to be installed shall be given a water proof sealer surface treatment prior to installation of flood barriers by the building contractor.
- C. Install true and plumb without warping or racking.

2.PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.INSTALLATION

- A. Install in accordance with manufacturer's installations instructions, approved shop drawings, shipping, handling, and storage instructions, and product carton instructions for installation.
- B. Panels shall be installed level, square, plumb, and rigid.
- C. Tolerances: All dimensional requirements must be in accordance with manufacturer's installation instructions and shop drawings.

4.FIELD QUALITY CONTROL

- A. Products to be operated and field verified including the sealing surfaces to assure that they maintain contact at the correct sealing points.
- B. Verify all anchorage is in accordance with manufacture's installation instructions and applicable data sheets.

5.CLEANING

- A. Repair or replace damaged installed products or components.
- B. Clean all sealing surfaces.
- C. Touch up damaged finish.

Part 4. PROTECTION & STORAGE

1. PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair, or replace damaged products before substantial completion.

4.2 STORAGE

- A. Building contractor shall move all flood barriers to a designated location and shall store all panels in such a manner so as to protect the sealing gaskets from any damage.

4.3 MAINTENANCE

- A. Building contractor shall make the owner and users familiar with installation techniques and storage and handling procedures.
- B. Owner shall be aware of, and execute, an annual flood panel inspection program, and installations drill so that the users become familiar with the product and installation procedures.
- C. Owner shall provide annual inspection and repair all neoprene seals for optimum performance.

END OF SECTION

RESOLUTION NO. 2023-21

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #23-60 REQUESTING SITE PLAN APPROVAL TO CONSTRUCT A 340 SQUARE FOOT RETAIL FOOD SERVICE BUILDING ON 680 SQUARE FEET (MORE OR LESS) OF PROPERTY LOCATED ON THE WEST SIDE OF ATHENS STREET APPROXIMATELY 75 FEET SOUTH OF DODECANESE BOULEVARD, AND, LOCATED IN THE T5C DODECANESE AVE MAIN STREET TRANSECT OF THE SPONGE DOCKS AND COMMUNITY REDEVELOPMENT AREA SPECIAL AREA PLAN; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs has received an application for Site Plan approval to allow for construction of building containing 340 square feet of gross floor area with an outdoor seating area on property located on the west side of Athens Street approximately 75 feet south of Dodecanese Boulevard in the T5c Dodecanese Ave Main Street transect district; and,

WHEREAS, Table 4F of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area allows a retail food service (restaurant) in the T5c Dodecanese Ave Main Street transect; and,

WHEREAS, the warrants contained herein are justified by the intent of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area and are therefore granted pursuant to Section 1.5.2; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meetings of July 17, 2023; and,

WHEREAS, pursuant to Section 209.00 of the Comprehensive Zoning and Land Development Code, the Board of Commissioners must approve, deny or approve subject to conditions, each application for conditional use approval; and,

WHEREAS, pursuant to Section 210.03(C) of the Comprehensive Zoning and Land Development Code, the Board of Commissioners must approve, deny or approve subject to conditions, each application for site plan approval; and,

WHEREAS, written legal notice of this action has been provided in accordance with Article XII of the Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

SECTION 1: SITE PLAN FINDINGS

Application Number 23-60 meets the criteria for approving a Site Plan as set forth in Section 210.04 of the Land Development Code.

SECTION 2: GRANTING OF DEVIATIONS BY WARRANT

That the following deviations are granted by warrant for Site Plan application #23-60 pursuant to Section 1.5 of the Transect-Based Infill Code for the Sponge Docks and Community Redevelopment Area:

1. Reduction of rear (west) setback from a minimum of five (5) feet to zero (0) feet.
2. Reduction of building frontage from a minimum of 95% to 66%
3. Reduction of required frontage glazing from a minimum of 70% to less than 70%.

SECTION 3: SITE PLAN APPROVAL

Site Plan application #23-60 for property located on the west side of Athens Street approximately 75 feet south of Dodecanese Boulevard and further described as follows:

A portion of Lot 1, Block 1, Map or Plat Entitled "W.P. Wilson's Subdivision" as recorded in Plat Book 3, Page 22, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part, more particularly described as follows: Begin at the southeastern corner of Lot 1, Block 1; for a point beginning; thence from said point the following five (5) courses: 1) N 89°27'12" W, 16.71 Feet; 2) N 19°50'05" E, 7.01 feet; 3) N 00°49'25" E, 1.60 feet; 4) S 75°08'47" E, 14.62 feet; 5) S 17°36'28" W, 44.30 feet; to the aforementioned point of the beginning,

prepared and sealed by Richard G. Marceau on July 31, 2023 and attached as Exhibit A, is hereby approved with the following conditions:

1. Plans for the handicapped-accessible ramps shall be submitted with the building permit application and will require a right-of-way utilization permit.
2. Construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.

3. The developer is responsible for meeting the minimum criteria of the Land Development Code and for acquiring all other jurisdictional permits and approvals.
4. The site plan shall expire at one year from the effective date unless an application has been filed for a building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.

SECTION 4: EFFECTIVE DATE

This Resolution shall be effective upon adoption in the manner provided by law.

DRAFT

GENERAL PLAN NOTES:

NOTICE:

It is important that the Client and Contractor examine the drawings and documentation in detail. It shall be the final responsibility of the Contractor to review and double check the plans for accuracy and compliance with regulatory agencies. It is customary and ordinary not to include details well within the knowledge of licensed Contractor. If necessary, further clarification of these plans should be achieved before signing the construction contract and obtaining a building permit, otherwise the Contractor assumes responsibility for the construction in question. Methods of construction shall be determined by the Contractor.

FOUNDATION NOTES

- 1. Footing trenches and the area within the foundation walls shall be free of all deleterious material.
- 2. All reinforcing rods shall be Grade 40 (40,000) p.s.i.) #5 deformed bars with a 18" min. lap and placed on support chairs @ 6' o.c.
- 3. All concrete for slabs, pads, and walkways shall be 2500 p.s.i. minimum at 28 days.
- 4. Provide 6 mil vapor barrier under all concrete slabs with joints lapped 6" and taped.
- 5. Slab reinforcing shall be 6 X 6 #10/10 welded wire fabric (steel), edge lap 6" and tied.
- 6. All fill dirt shall be clean sand, free of deleterious material and laid in 12" lifts. Each lift to be wetted and compacted prior to next lift.
- 7. All fill dirt within the foundation walls shall be termite treated and according to the standards of the National Pest Control Association with a minimum one year warranty.
- 8. Slope all exterior slabs and garage floor slab for proper drainage.

NAILS:

Nails used in all sheathing applications shall be 8d. common, ring or spiral shank, or hot dipped galvanized, hand or gun driven nails. Gun driven nails shall have head size equivalent to hand driven nails, otherwise spacing shall reduce from 12" to 10", 6" to 5", and 4" to 3" in those applications. The use of Paslode 2 1/4 X 0.099 coated screw nails does not require reduction of spacing.

CONSTRUCTION NOTES:

- 5. All wood members exposed to weather or in contact concrete and/or masonry shall be pressure treated. UNO

ROOF SHEATHING

- 1. Roof sheathing: 1/2" plywood
- 2. Sheathing Pattern: apply long dimension of sheathing laid perpendicular to trusses with staggered end joints.

FASTENERS

Nailing schedule for wall and roof:
NOTE: ROOF SAME BUT RING SHANK
8d'S AT 4" O.C. EN
6" O.C. FN TYPICAL

EXTERIOR DOORS & WINDOWS

- 1. ALL EXTERIOR WINDOWS AND DOORS ARE REQUIRED TO BE TESTED IN ACCORDANCE WITH ANSI/AMMA/NWDA 101/1S2 STANDARD AND BEAR AN AMMA OR WDMA LABEL IDENTIFYING THE MANUFACTURE ,PERFORMANCE CHARACTERISTICS AND APPROVED PRODUCT TESTING ENTITY
- 2. ALL EXTERIOR DOORS AND WINDOWS SHALL BE ANCHORED PER PUBLISHED MANUF. RECOMMENDATIONS TO ACHEIVE THE DESIGN PRESSURE SPECIFIED.
- 3. MULLIONS AND ADJACENT DOOR ASSEMBLIESARE REQUIRED TO BE TESTED OR ENGINEERED TO TRANSFER 1.5 TIMES THE DESIGN LOADS TO THE ROUGH OPNG. SUBSTRATE

TERMITE PROTECTION:

1) FBC 104.2.6 & 104.2.7

A permanant sign which identifies the termite treatment provider and need for re-inspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electrical panel and shall be weather resistant.

2) FBC 1503.4.4

Condensate and roof downspouts shall be discharged at least 1'-0" away from building side wall

3) FBC 1403.1.6

Distance between wood siding and final earth grade shall not be less than 6 " except where siding , sheathing, and wall framing are approved.Presevative treated wood or approved naturally durable wood. Clearance between wall coverings and final earth grade on exterior of bldg. shall not be less than 6".

4) FBC 1816.1

Initial treatment shall be done after all excavation and backfill is complete

5) FBC 1816.1.2

Soil disturbed after the initial treatment shall be retreated including spaces boxed or framed

6) FBC 1816.1.3

Boxed areas in conc. floors for subsiquent installation of traps ect.. shall be made with permanant metal or plastic forms. Perminant forms must be of a size and depth that will elliminate the disturbance of soil after the initial treatment.

7) FBC 1816.1.4

Minimum 6 mil. vapor barrier must be installed to protect against rainfall dilution. If rainfall occurs before barrier placement, re-treatment is required.

8) FBC 1816.1.5

Concrete over pour and mortar along the foundation perimeter must be removed before exterior soil treatment

9) FBC 1816.1.6

Soil treatment to be applied under all exterior conc. or grade w/ 1'-0" of the structure sidewalls.

10) FBC 1816.1.6

an exterior vertical chemical must be installed after construction is complete,including landscaping and irrigation. Any soil disturbed after the barrior is applied shall be pretreated.

11) FBC 1816.1.7

All bldgs. are required to have pre-const. treatment

4. ALL EXTERIOR DOOR AND WINDOW ATTATCHMENTS REQUIREMENTS ARE THE RESPOSABILITY OF THE MANUFACTURER

5. THE CONTRACTOR IS RESPONSABLE FOR VERIFYING ALL EXTERIOR DOOR AND WINDOWS MEET THE REQUIRED MIN. DESIGN PRESSURES AS DETAILED IN THE WIND LOADING AND PRESSURE DESIGN NOTES

6. IF THE PROJECT IS LOCATED IN A WIND BORNE DEBRIS ZONE, AND SHUTTERS ARE REQUIRED , IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE APPROVED SHUTTERS,COMPONENTS AT THIS TIME AND RESERVES THE RIGHT TO MAKE ANY CHANGES AND INSTALLATION DETAILS PER THE FLORIDA RESIDENTIAL BUILDING CODE 2004. IF PLYWOOD SHUTTERS ARE UTILIZED , THEY MUST BE BUILT AND INSTALLED PER THE FLORIDA BUILDING CODE , RESIDENTIAL 2016, SECTION R301.

12) FBC 1816.1.7

A certificate of compliance must be issued to the building department by a licensed pest control company before a certificate of occupancy is issued. The Certificate of compliance shall state: "The bldg. has recieved a complete treatment for the prevention of subterranean termites. The treatment is in accordance with the rules and laws of the florida dept. of agriculture and consumer services."

13) FBC 1303.1.3

after all work is completed, loose wood and fill must be removed from below and within 1'-0" of the building. This includes all grade stakes, tub trap boxes, forms, shoring, or other cellulose containing material.

13) FBC 1303.1.3

No wood, vegetation, stumps, cardboard, trash, ect., shall be burried within 15'-0" away from bldg.

13) FBC 1303.1.3

termite protection shall be provided by floor framing of naturally durable wood, preservative-treated wood, soil treatments or other approved methods.

INFORMATION ON DWGS

Per Chapter 16, Florida Building Code,2022 7TH edition and ASCE 7-10

Basic Wind Speed 146 mph (ASCE 3 second gust)
This bldg. (is) (is not) in a wind-bourne debris area

2) Building category (I) (II) (III) (IV)

3) Building classification: (low rise) (open) (partial enc.) (enclosed)
This bldg. (is) (is not) a simple diaphragm
This bldg. (is) (is not) a rigid structure
Windows (are) (are not) protected or impact resistant

4) Wind exposure (A) (B) (C) (D) Direction WEST

5) Internal Pressure Coefficient,GCpi (0.0) (-0.18, +0.18) (-0.55, +0.55)
open enclosed partially enclosed

6) Design wind pressure components and cladding(pounds per sq ft)

Velocity pressure 23 #/sf Width of zones 2 & 3, a= 3',a= 3'
Wind loading determined by: Florida Building Code (2016) chapter 16, or ASCE 7-98 ch-6 (method 1)(method 2)(method 3)

ROOF:
Zone 1 pressures +11.0 - 22.5
Zone 2 pressures +11.0 -36.3
Zone 3 pressures + 13.3 - 40.9
OVERHANG:
Zone 2 pressures - 54.7
Zone 3 pressures - 61.6

WALL:
Zone 4 pressures +20.2 - 22.5
Zone 5 pressures +22.5 - 24.3

NOTE: THIS DOCUMENT CONTAINS
COMMENTS RESULTING FROM
TRC MEETING 6-1-23

PRE-ENGINEERED WOOD PRODUCTS

- 1. ALL PRE-ENGINEERED WOOD PRODUCTS ARE THE RESPONSIBILITY OF TH TRUSS MANUF.
- 2.THE TRUSS ENGINEER IS A DELIGATED ENGINEER FOR THIS PROJECT AND IS RESPONSIBLE FOR THE VALIDITY OF THE COMPONENTS PROVIDED.
- 3.FRAMEING LAYOUTS SHOWN MAY BE CHANGED BY THE TRUSS MANUF.
- 4.THE DELIGATED ENGINEER IS RESPONSIBLE FOR PROVIDING A FULL SEALED SET OF ALL CALCULATIONS AND LAYOUTS FOR THIS PROJECT TO THE ENGINEER OF RECORD FOR REVIEW PRIOR TO MANUFACTURE OF SAID PRODUCTS.
- 5.ENGINEER OF RECORD HAS NOT REVIEWED THE PRE-ENGINEERED TRUSS MANUFACTURE COMPONENTS AT THIS TIME AND RESERVES THE RIGHT TO MAKE ANY CHANGES AFTER SUCH INFORMATION HAS BEEN PROVIDED FOR REVIEW.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL LAYOUTS ARE PER PLAN AND PROVIDING A FINAL SEALED SET TO THE ENGINEER OF RECORD FOR REVIEW.

Resolution 2023-21, Exhibit A, Eight (8) pages

KEY:

1- FLOOR PLAN

2- FOUNDATION PLAN

3- LIFE SAFETY PLAN

4- TRUSS LAYOUT

5- ELEVATIONS

6- ELECTRICAL PLAN

TYPICAL WALL
7- SECTION A 8- SITE PLAN

SEE ATTACHED SURVEY, WINDOW, AND DOOR N.O.A. PROVIDED BY CONTRACTOR

CUSTOMER ADRESS:

MERCURY GIALLOURAKIS

0000 ATHENS ST.
TARPON SPRINGS FL.
34689

SCOPE OF WORK:

BUILD AN C.M.U
RESTAURANT
STRUCTURE WITH
A KITCHEN AND
OUTDOOR SEATING

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RICHARD G MARCEAU F.E. # 64466
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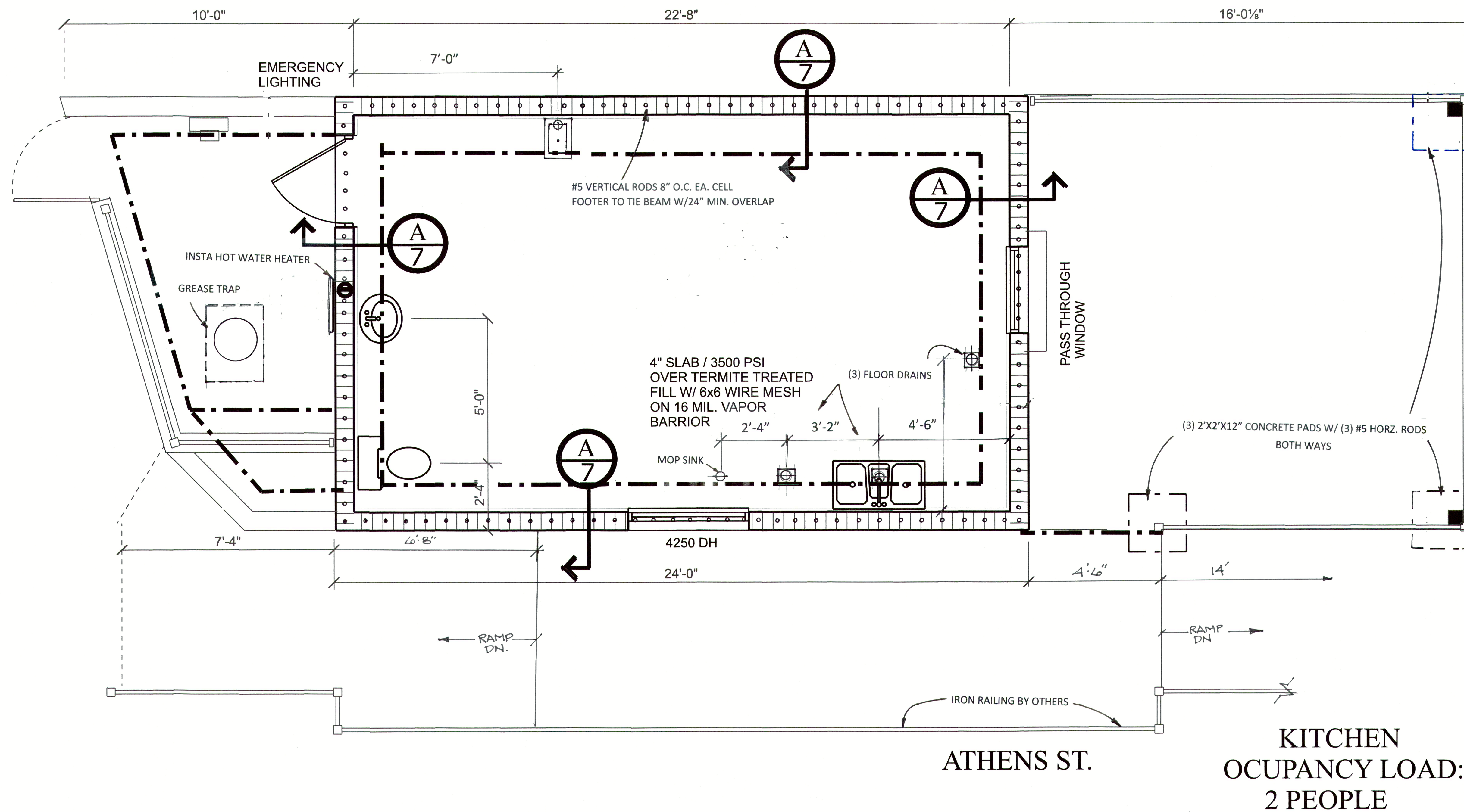
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DATE: 7/31/23	REVISED
	DRAWING#

HOFFMAN DESIGNS
99 E. ORANGE AVE
TARPON SPRINGS, FL 34689

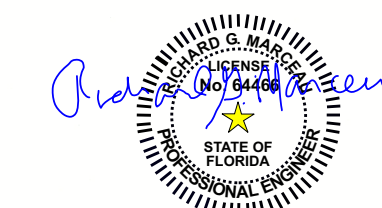
COVER SHEET /
CUSTOMER INFO.

COVER
SHEET

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FOUNDATION PLAN

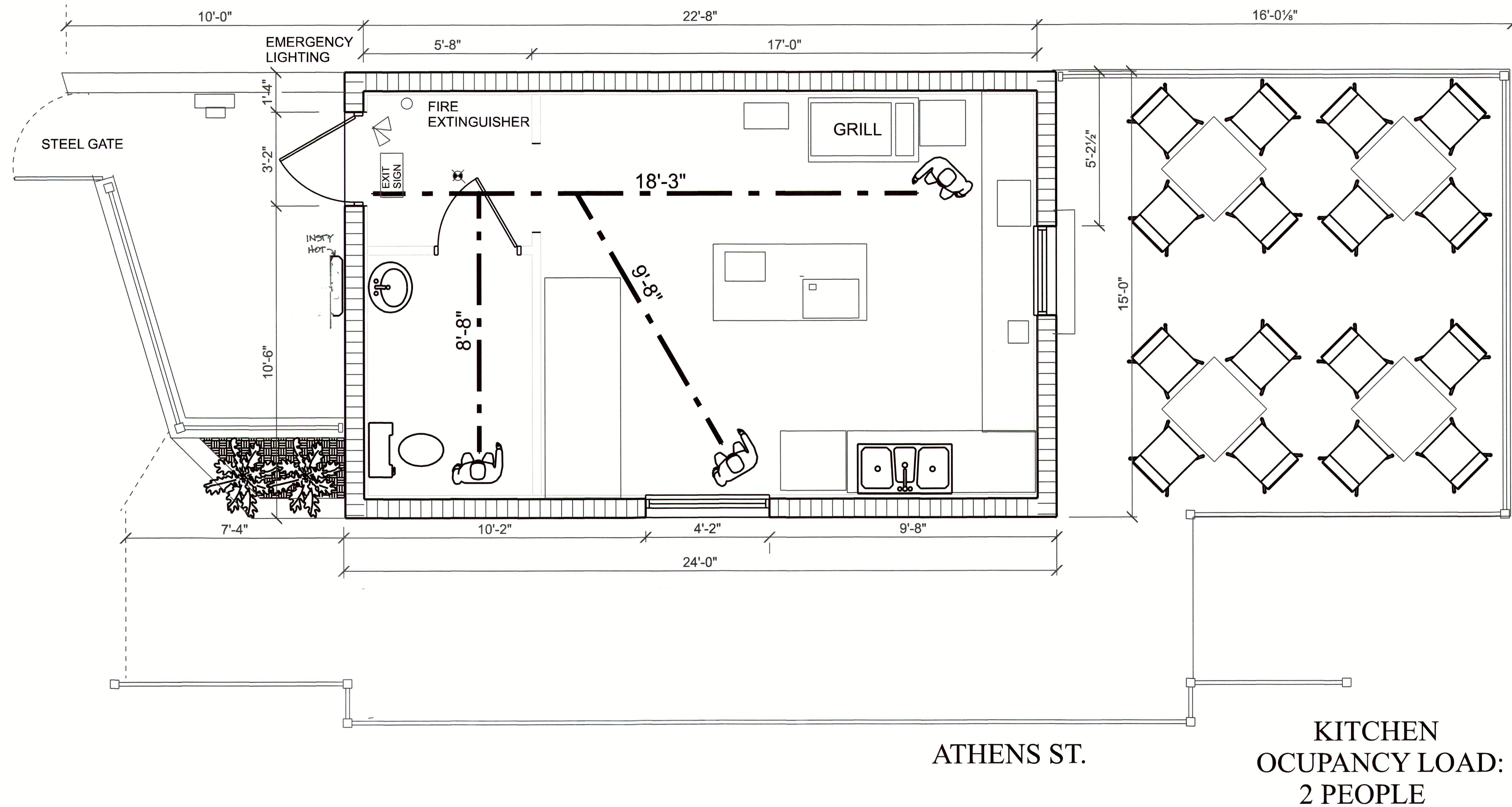


MERCURY GIALLOURAKIS
0000 ATHENS ST.
TARPON SPRINGS FL.
34689

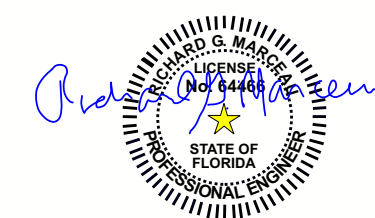
E.C. HOFFMAN DESIGNS
99 E. ORANGE AVE.
TARPON SPRINGS, FL 34689

SCALE: 1/8" = 1'-0"
DATE: 7/31/23
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LIFE SAFETY PLAN



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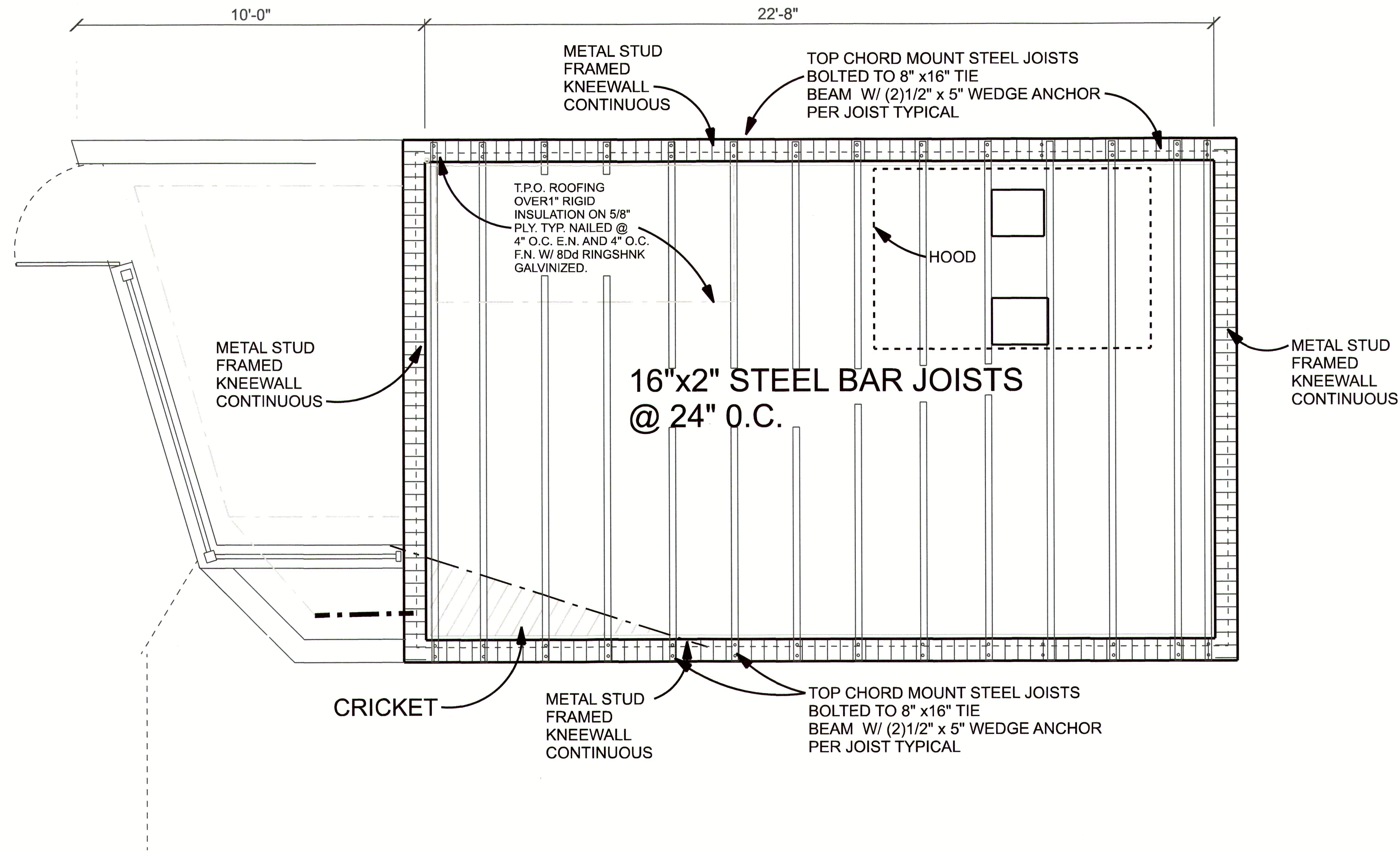
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3



TRUSS LAYOUT



4

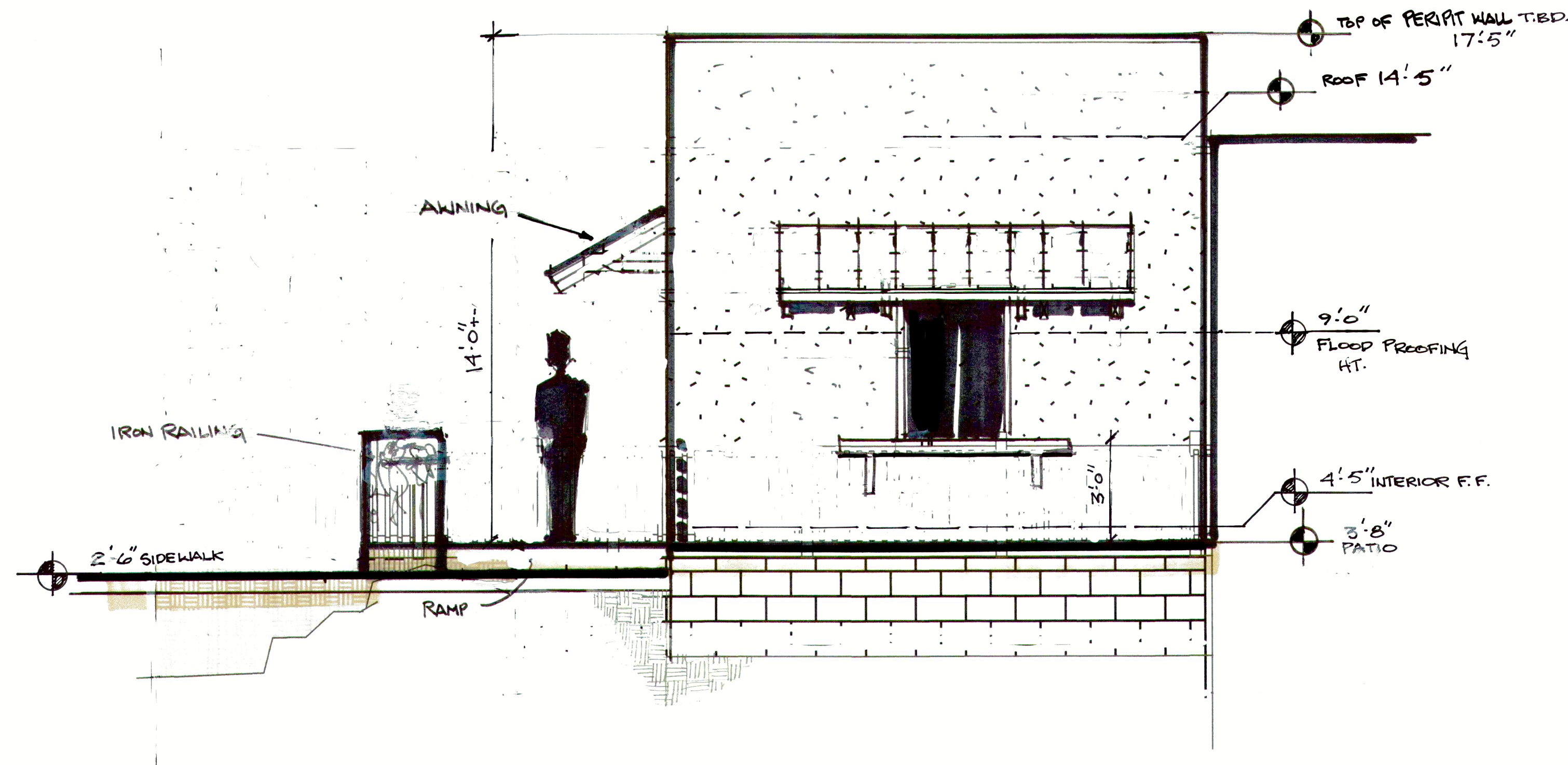
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34689

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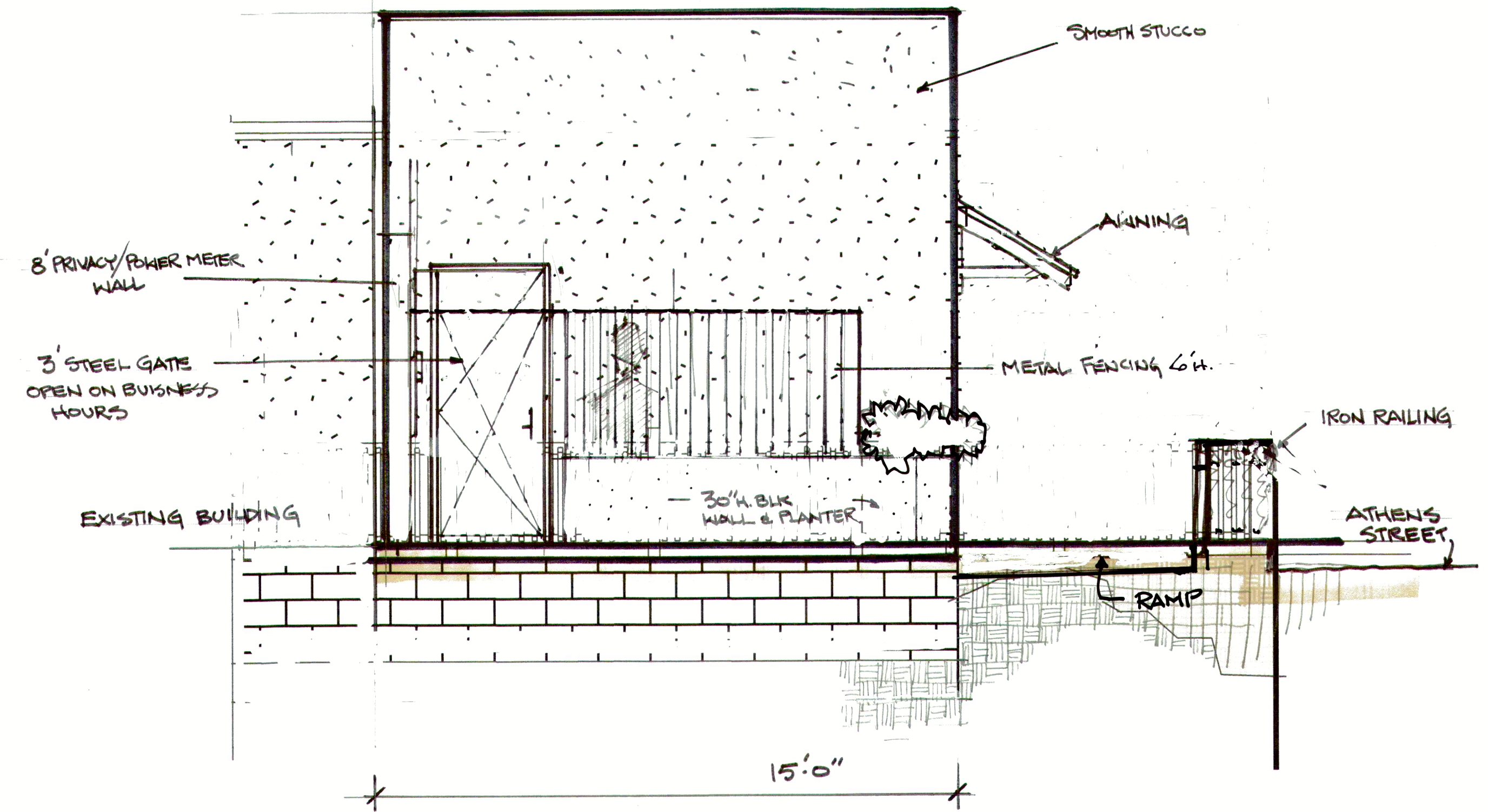
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NORTH

RIGHT ELEVATION

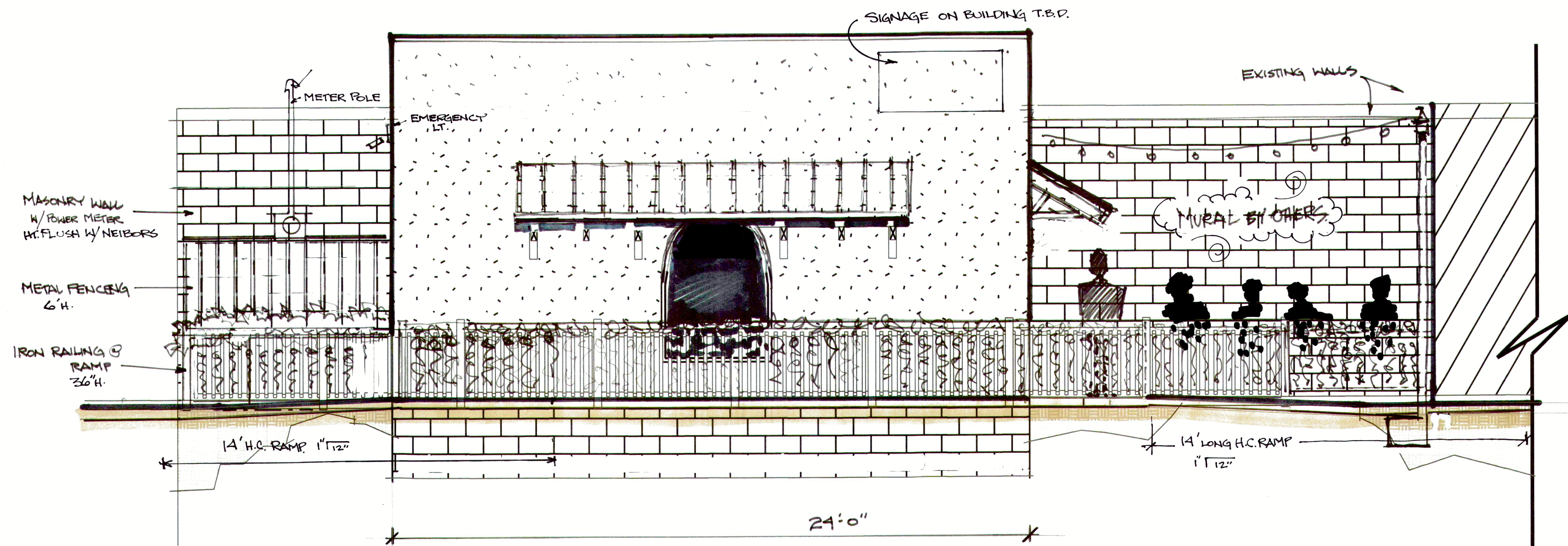
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SOUTH

LEFT ELEVATION

SCALE: 3/8" = 1'-0" @ 24x36



EAST

FRONT ELEVATION

SCALE: 3/8" = 1'-0" @ 24x36

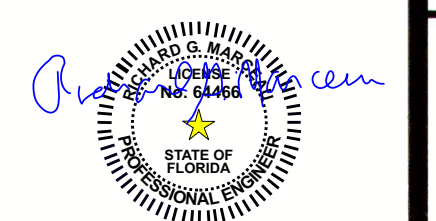
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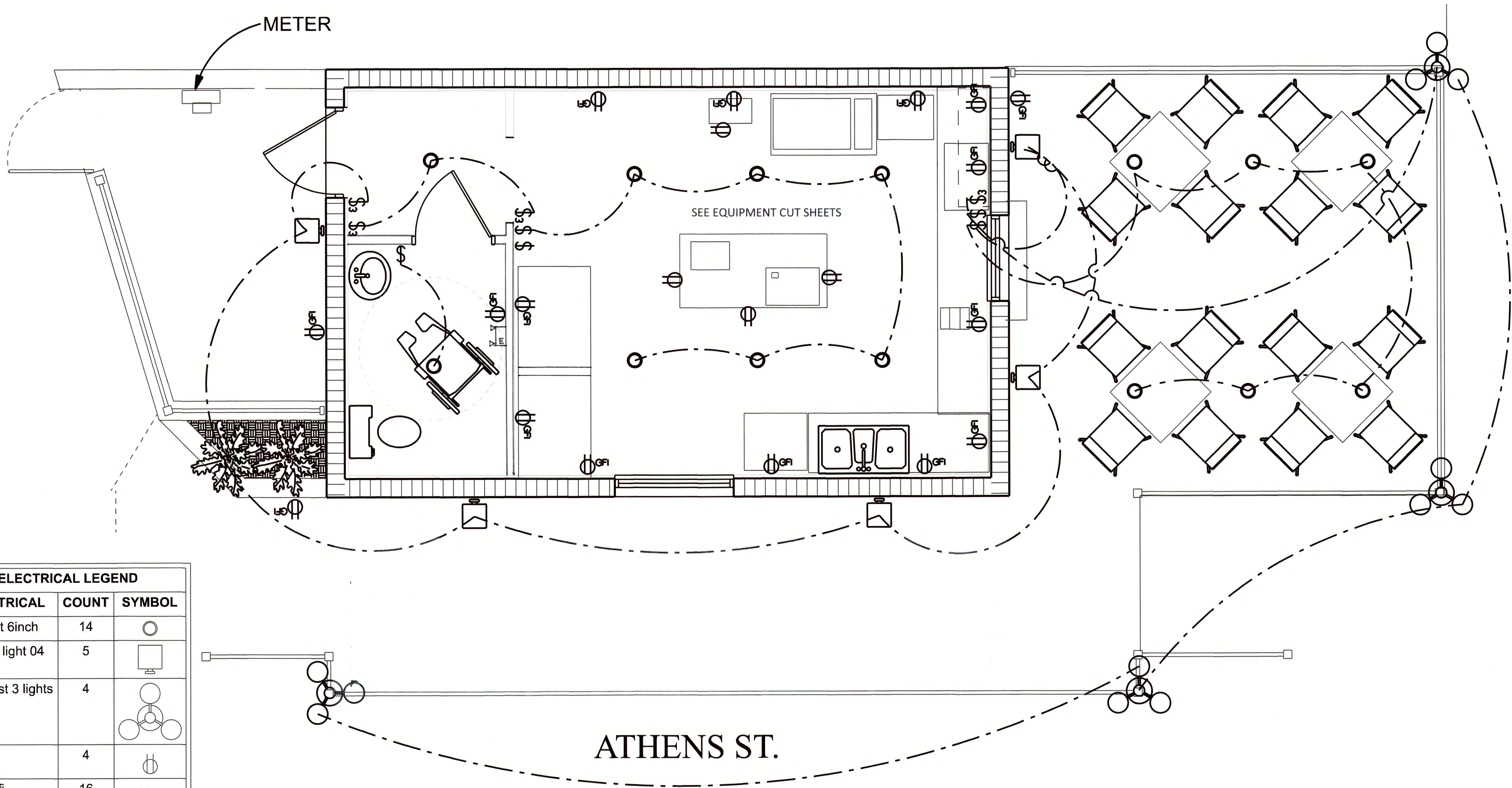
SCALE: 1/8" = 1'-0"
DATE: 7/31/23
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99 E. ORANGE AVE.
TARPOON SPRINGS, FL 34689

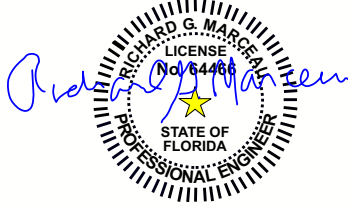
MERCURY GIALLOURAKIS
0000 ATHENS ST.
TARPOON SPRINGS FL.
34689



ELECTRICAL LEGEND		
ELECTRICAL	COUNT	SYMBOL
can light 6inch	14	○
exterior light 04	5	□
lamppost 3 lights	4	○ ○ ○
outlet	4	⌚
outlet gfi	16	⌚ _{GFI}
switch	5	\$
switch 3 way	4	\$ ₃
EMERGENCY LT	1	⌚ _E



ELECTRICAL PLAN



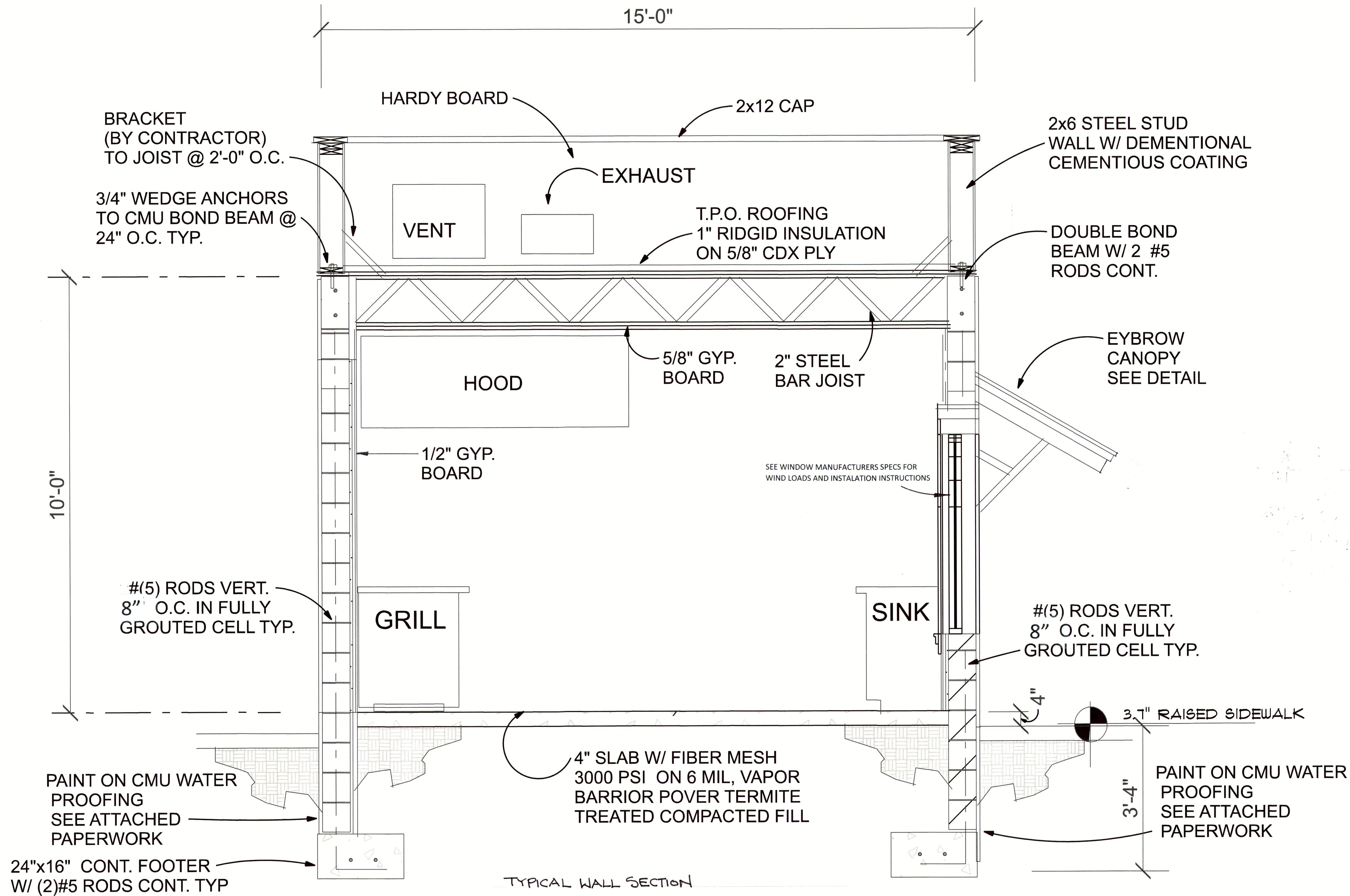
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6



TYPICAL WALL SECTION

SECTION A.

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