



City of Tarpon Springs, Florida

Board of Commissioners
324 East Pine Street
Tarpon Springs, Florida 34689
(727) 938-3711
<http://www.ctsfl.us/agenda.htm>

**REGULAR SESSION
AGENDA
TUESDAY, AUGUST 11, 2026
6:00 PM - CITY HALL AUDITORIUM**

CALL TO ORDER

ROLL CALL

REFLECTION: Reverend Cody Bracy, New Spring Church

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

1. Forward Pinellas Update (**Whit Blanton, Executive Director**)

PUBLIC COMMENTS

CONSENT AGENDA

2. Satisfaction/Release Of Liens (**Irene Jacobs, City Clerk**)
3. Attorney Fee: Unice Salzman P.A. Invoice 91515 (**Andrew Salzman City Attorney, Mark Lecouris City Manager**)
4. Special Events: (**Chris Cotta, Public Works Director**)
 - a. Back To School Splash & Eco Fest 2026
 - b. Trick Or Treat Halloween Bash 2026
 - c. TSHS Homecoming Bonfire 2026
 - d. TSHS Homecoming Parade 2026
5. Increase File No. 260072-N-AS, Yaskawa Parts, Supplies, And Service (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Darryl Vaci Water Division Manager, Rod Doorlag Utilities Maintenance Supervisor, Bob Robertson Interim Procurement Services Director**)
6. Award File No. 260169-B-AS, Electric Motor and Pump Repair Services (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Bob Robertson Interim Procurement Services Director**)
7. Renew File No. 250213-C-PH, Guardian Fueling Technologies (**Chris Cotta Public Works Director, Jake Schaff Fleet Manager, Bob Robertson Interim Procurement Services Director**)
8. Approval Of State Of Florida, Department Of State Public Library Construction Grant 24-PLC-16 Amendment 6, Tarpon Springs Public Library (**Cari Rupkalvis Library Director, P.J. Harbert Grant Project Specialist**)
9. Transfer Stores Clerk Position (**Tabatha Adkins, Human Resources Director**)

BUSINESS ITEMS

10. Benefits Insurance Renewals (**Shawn Fleming Gehring Group, Tabatha Adkins Human Resources Director**)
11. Ratification Of Planning & Zoning Director (**Mark Lecouris, City Manager**)

ORDINANCES AND RESOLUTIONS

12. Ordinance 2026-14; Vacating A Portion Of E. Harrison Street **(1st Reading) (Application #26-56) (Legislative) (Allie Keen, Interim Planning Director)**
13. Land Development Code (LDC) Articles V And VIII Updates **(1st Reading), (Application #26-44)(Allie Keen, Interim Planning Director)**
 - a. **Ordinance 2026-12: LDC Article V Amendments; Amending Article V - Planned Development Regulations (Application #26-44)(Legislative)**
 - b. **Ordinance 2026-13: LDC Article VIII Amendments; Amending Article VIII - Plan Consistency, Concurrency, & Mobility Management (Application #26-44)(Legislative)**

BOARD AND STAFF COMMENTS

ADJOURNMENT

Forward Pinellas Overview and Activities

August 11, 2026
Tarpon Springs



Forward Pinellas

Forward Pinellas: Who We Are

- Formed from a merger of the **Pinellas Planning Council (PPC)** and **Metropolitan Planning Organization (MPO)** in 2014
- PPC provides land use coordination among **all 25 local governments**
- One of 27 MPOs in Florida, but unique in **integrating land use & transportation**
- Provide **technical assistance**, **set priorities**, **build consensus**, and **guide development decisions**
- Strengthens and aligns land use and transportation **decision-making**
- **Prioritizes** transportation projects for state and federal investment



Forward Pinellas Governing Board

- 19 elected officials representing the **Board of County Commissioners (BCC)**, **24 municipalities**, and the **Pinellas Suncoast Transit Authority**
- As the MPO, the board **makes transportation planning decisions independently**
- As the PPC, the board is **advisory to the BCC** (acting as the Countywide Planning Authority) for **land use planning** to fulfill the Pinellas County Charter for countywide planning

Forward Pinellas Board, 2026





TRANSPORTATION PRIORITIES

Funding Transportation Projects



Develop annual list of priorities



**Align transportation funding
with land use goals and
Advantage Pinellas**



**Work with FDOT to advance
local priorities**

Local Government Grants

- 11 years
- >\$13M awarded
- Local demand and desire for more funding flexibility
- Leverage transportation funding to achieve land use, economic and redevelopment goals



- Competitive Program
- Pre application meeting required
- Technical assistance available
- Technical scoring for evaluation
- Planning and Capital Grants



- \$150,000 for Planning projects available in FY 2027
 - Minimum project award of \$35,000
 - Roster of Consultants available for Concept Planning projects
- Projects could include:

Roadway Concept Plans	Community Walking Audits
Specialty Transportation Research	Pilot Technology Applications
Safety Analyses	Visioning Workshops
Community Charettes	



Funded Planning Grants

- 54th Ave – Pinellas County
- Drew St. - Clearwater
- Skinner Blvd – Dunedin
- Ft. Harrison – Clearwater
- 18th Ave S. - St. Petersburg
- 78th Ave N. - Pinellas Park
- Disston Ave. – Tarpon Springs
- Downtown District – St. Pete Beach
- Whitney Rd. - Pinellas County
- Clearwater-Largo Rd. - Largo
- 60th St – Pinellas Park
- 31st St. - St. Petersburg
- Micromobility Expansion Study – St. Petersburg
- Citywide Multimodal Study – Kenneth City



Improvement Highlights



Location: Disston Avenue and Ivey Lane looking south.



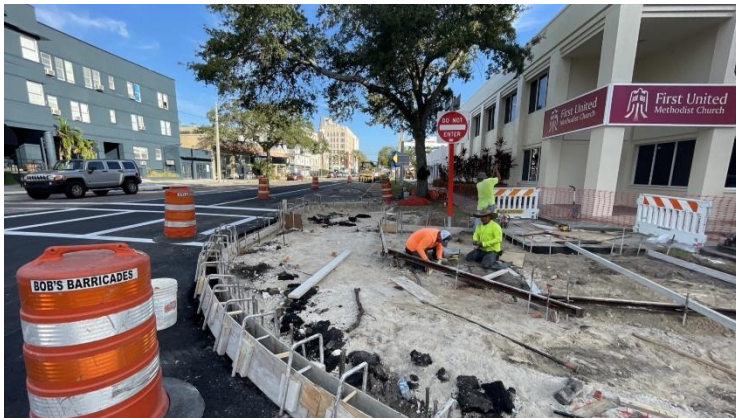
Construction/ Capital Grants

- \$3 million for Construction/Capital Project(s)
 - Prioritized to seek inclusion in the fifth year of the 2028 – 2032 FDOT Work Program (not guaranteed)
 - Minimum project award of \$300,000
- Projects could include:
 - Complete streets, procurement of multimodal counting equipment, technological equipment to improve mobility, bicycle parking infrastructure, safety improvement projects, etc.

Funded Capital Grants

- 34th St. S. – St. Petersburg
- St. Petersburg Dr. – Oldsmar
- Rosery Rd. – Largo
- 22nd St. S. – St. Petersburg
- Skinner Blvd. – Dunedin
- 62nd Ave. N. – Pinellas County
- 1st Ave. S. – St. Petersburg
- Central Ave. – St. Petersburg
- 60th St. – Pinellas Park
- Citywide Signal Upgrades – St. Petersburg





Timeline



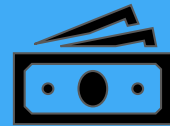
Summer 2026 – Call for Projects



Fall 2026 – Applications Due



Early 2027 – Award Recommendations



July 1, 2027 – Planning Funds Available

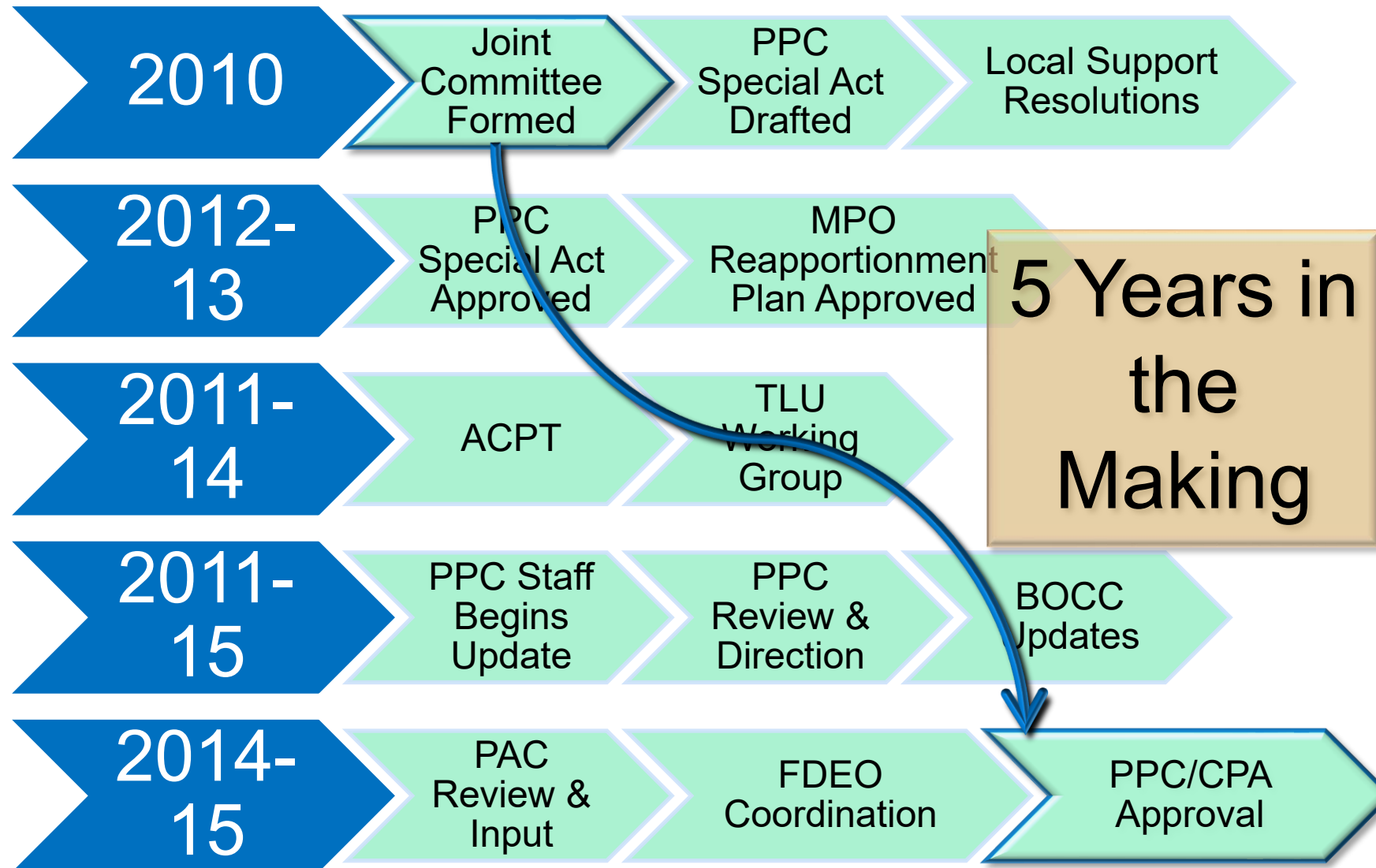


July 1, 2032 – Construction Funds Available



PPC SPECIAL ACT

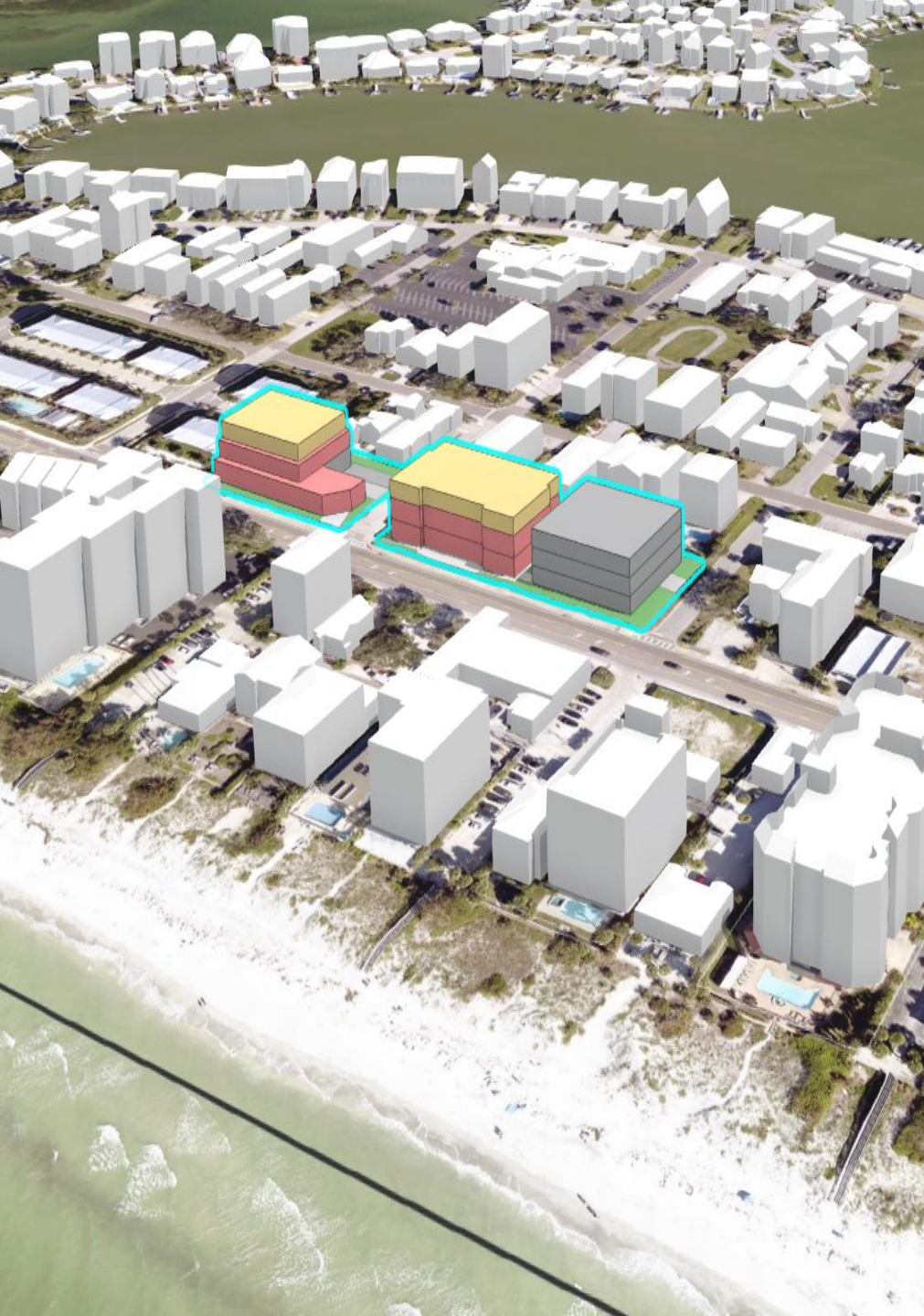
Steps that Led to the PPC-MPO Meger



PPC Purpose & Authority (Special Act)

- **Purpose & Intent:** Develop a **broadly defined, policy-based countywide plan** focusing on **future land use, transportation, and intergovernmental coordination**—with PPC coordinating the MPO’s transportation planning functions, fulfilling the County Charter Requirement
- **Membership & Governance:** **PPC’s board membership is the same as MPO**; officers elected in concert; quorum and meetings governed in the Special Act

Section 1. County planning council created.—There is created a county-wide planning and coordinating council to be known as the “Pinellas Planning Council,” hereinafter referred to as the “council.” The council shall have common membership and function as a single, unified board with the Pinellas County Metropolitan Planning Organization (“MPO”).



Strategic Projects & Innovation

- Local zoning/land use regulatory reform
 - **Mixed-use, form-based codes, accessory dwelling units**
- Corridor, mobility, and other planning studies
 - **Pasadena Avenue, East Bay Drive, US 19, Knowledge Exchange Series, Transit Return on Investment**
- Comprehensive Plan updates for partner communities
- ArcGIS Urban and CityEngine
- **Outcomes**
 - *Actionable plan implementation*
 - *Enhanced technical tools and visualization*

forwardpinellas.org/technical-assistance

Board Subcommittee Scope & Approach

- **Scope:** Explore the realignment of Council responsibilities, **with or without the MPO merger**, to meet the evolving needs of Pinellas County
- **Approach:** Review and refine broad statutory directives into **practical, actionable improvements** to strengthen clarity, coordination, and services; produce **draft recommended changes** and **draft legislative language** for Forward Pinellas Board and BCC consideration



Step	What You Do	When
1. Develop Bill Concept	Draft concept and prepare materials for the delegation.	Fall 2026 (before first delegation meeting)
2. Attend First Pinellas Delegation Meeting	Present the concept to the Pinellas Legislative Delegation. Required before the bill can advance	Typically, late 2026 (exact date set by the Delegation)
3. Publish Legal Notice	Publish the required legal notice in a general circulation newspaper at least 30 days before the second delegation meeting.	30+ days prior to the second meeting (Nov–Dec 2026)
4. Submit Final Draft to Delegation	Send the final draft of the local bill to the Delegation Chair at least 30 days before the second meeting, then electronically 7 days before the meeting for distribution.	30 days before & again 7 days before the second meeting
5. Delegation Chair Distributes Materials	Chair sends out all bill materials to the Delegation members 48 hours before the second meeting.	Automatically by the Delegation Chair
6. Attend Second Pinellas Delegation Meeting	Public hearing on the bill; Delegation takes an official majority vote to approve the local bill for filing.	Usually, December 2026 or early January 2027
7. Advertisement Requirement (Statewide)	Publish the advertisement of the local bill text at least 30 days before legislative filing.	~January 2027
8. Obtain Sponsoring Legislator(s)	Secure a House sponsor (and Senate sponsor if needed).	Before the filing deadline
9. File the Local Bill	Sponsor files the bill via Leagis before the House filing deadline (usually Friday before the Session or noon on Day 1).	Late Feb 2027 / March 2, 2027
10. Submit Required Forms	Provide the Local Bill Certification Form, Economic Impact Statement, and related documents.	At the time of filing
11. Committee Referral	Bill is assigned to committees (e.g., Local Administration).	After filing
12. Legislative Consideration	Bill moves through committees, chambers, and to the Governor if passed.	Spring 2027 Session



PROPOSED MPO REGIONAL MERGER

Regional MPO

How Did We Get Here?

In response to state legislation in the 2023 Florida Legislative Session, the MPOs representing Hillsborough, Pasco, and Pinellas counties jointly submitted a report, including a Memorandum of Understanding (MOU), to the Legislature and the Governor's Office outlining the process for creating a single metropolitan planning organization serving those three counties.

The three MPOs are building on those earlier efforts by establishing a proposed implementation framework and organizational strategy for consideration and adoption by local officials and the Governor's office.

This project follows the outline of the adopted MOU, as included in the MPOs report to the State of Florida.



PROJECT NEED AND MOTIVATION

A Single Local Decision-Making Policy Board to Prioritize Federal Transportation Investments in the TMA Area to Present a Unified Voice

A Forum for Maximum Coordination Across County Lines

Speak with One Voice on Transportation Priorities

ACTIVITIES COMPLETED



MPO Employee (Culture) Survey Summary

- Initial Reactions to a Potential Merger
- Perceived Benefits and Concerns
- Key Leadership Priorities for a Successful MPO Merger



Summary of MPO Operations

- Boards and Active Committees
- Contractual Agreements
- Financial State
- Staffing and Management



Principals Workshop (November 14, 2025)

Overall Sentiment

POSITIVE

83%

STRONGLY CONVINCED

CAUTIOUSLY OPTIMISTIC

ON THE FENCE

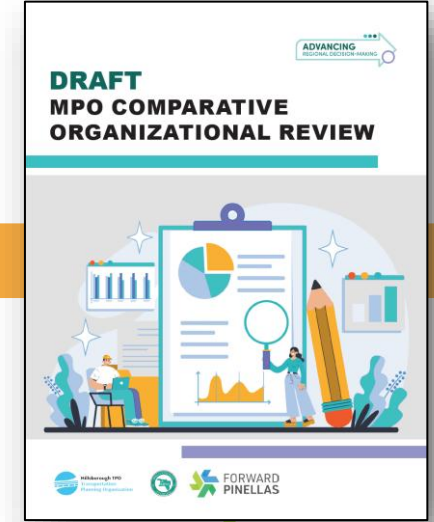
10%

UNCERTAIN

NEEDS REASSURANCE

7%

SKEPTICAL



MPO Operational Comparison Report

- Governing Board and Advisory Committees
- Contractual Agreements
- Organizational Management
- Financial Statement Review

2020 Population

Hillsborough TPO

1.5M

City of Tampa > 50,000
2 Cities < 50,000

Population

Pasco County

0.6M

6 Cities < 50,000

Population

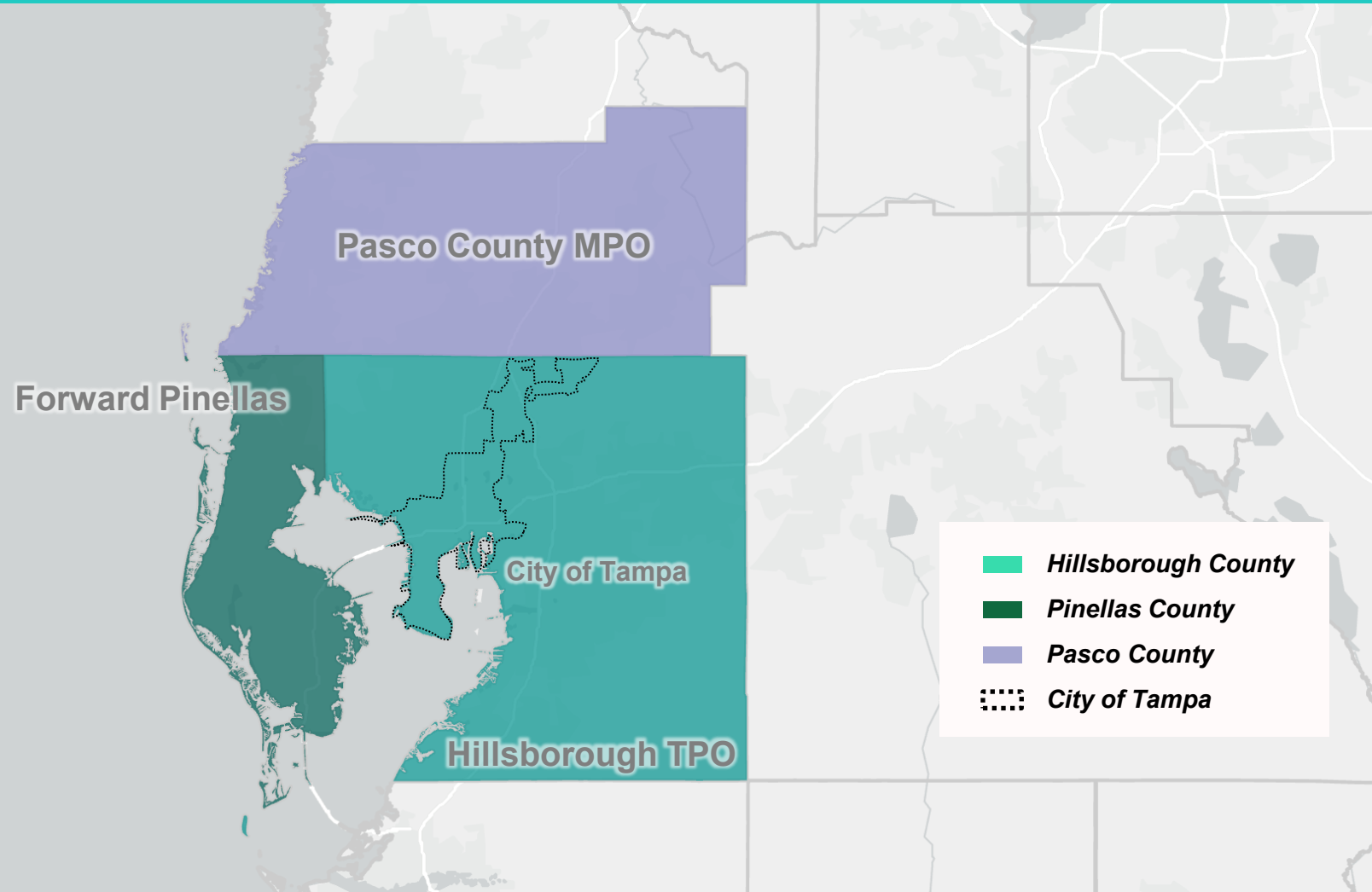
Forward Pinellas

1.0M

4 Cities > 50,000
20 Cities < 50,000

Population

Source: 2020 U.S. Census



DRAFT APPORTIONMENT PLAN - Pinellas

	Seat Totals
TOTAL MPO BOARD VOTING SEATS	25
Pinellas	8
Board of County Commissioners (BOCC)	2
City of St. Petersburg	2
City of Clearwater	1
City of Largo	1
City of Pinellas Park	1
Rotating Smaller City (All)	1
Hillsborough	10
Pasco	5
Hillsborough County Aviation Auth.	1
Port Tampa Bay	1
NON-VOTING ADVISORS**	
FDOT	1
Transit Agencies	3

Next Steps

REGIONAL SNAPSHOT

Under Development:

- Bylaws, interlocal agreement service offering options, and organizational alternatives

Fall 2026:

- Review of organization alternatives and associated transition and start up costs

Spring 2027

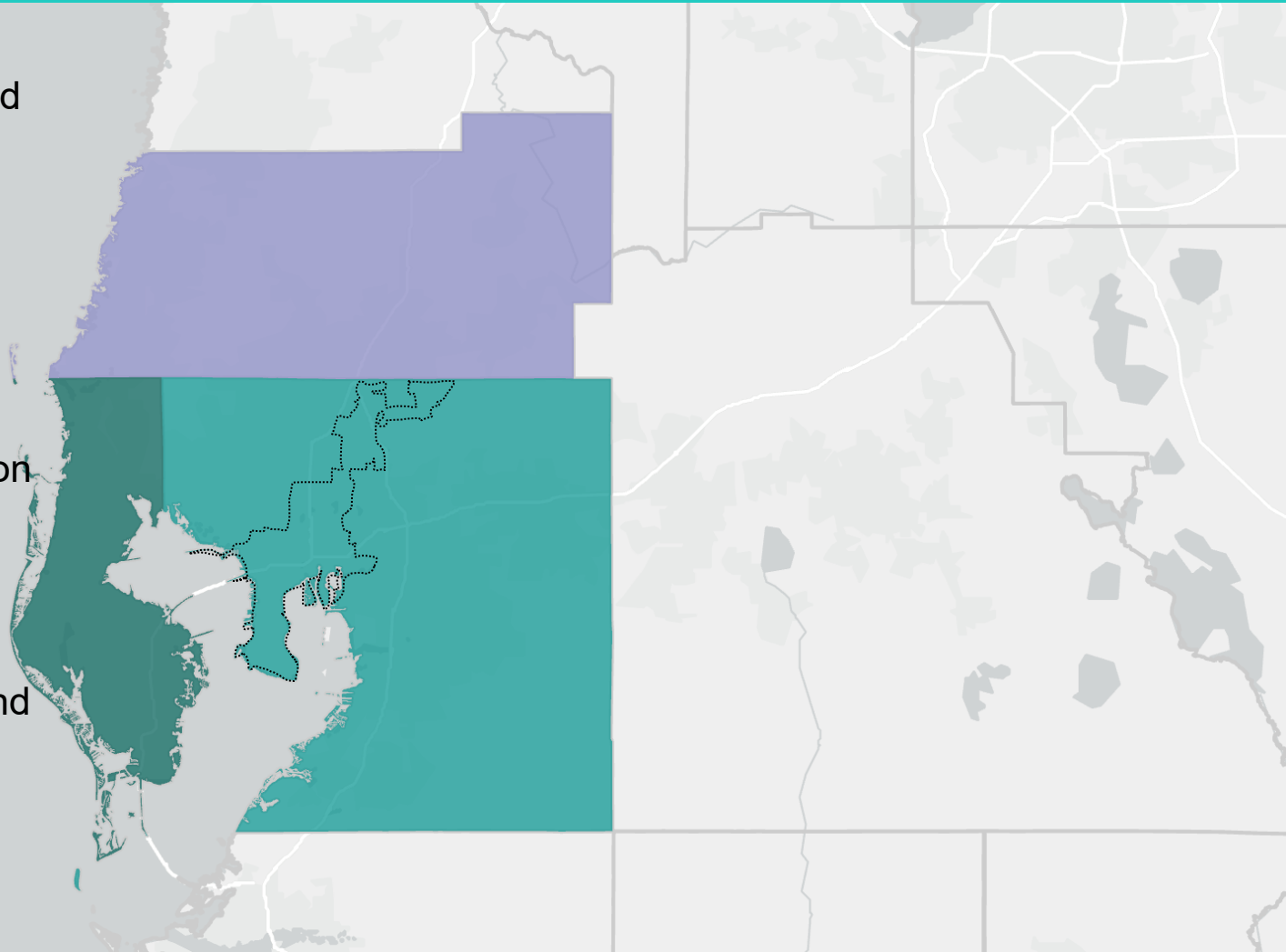
- Finalize legal agreements based on preferred organization alternative, develop staffing plan and HR policies, and develop agency financial architecture

Late 2027

- Transmit final package to Governor's Office for review and acceptance

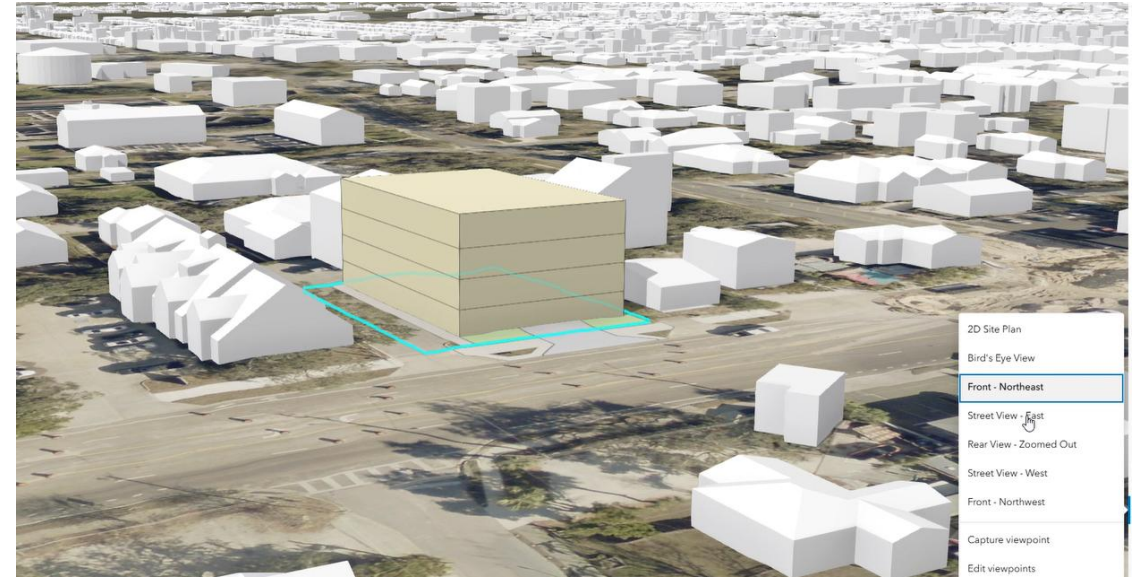
Summer 2028

- Regional MPO becomes officially established

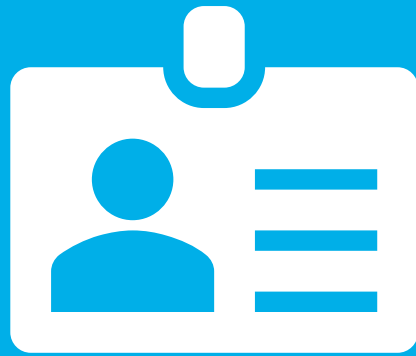


Other Forward Pinellas Support

- Data Visualization
- Mapping Support
- Traffic Counts
- Crash Data
- Review and Interpretation of the Comprehensive Plan
- Land development regulation amendments
- Assistance with applications for land development approval



Via the Interlocal Agreement with Forward Pinellas for Planning & Mapping Services – as approved by the City in July



Contact Us

[Whit Blanton, FAICP](mailto:WBlanton@forwardpinellas.org)
WBlanton@forwardpinellas.org

Forwardpinellas.org
[Bit.ly/ForwardPinellasExplained](https://bit.ly/ForwardPinellasExplained)



@ForwardPinellas



@fwdpinellas



OFFICE OF THE CITY CLERK

INTER-DEPARTMENTAL MEMO

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

SUBJECT: SATISFACTION/RELEASE OF LIENS REGULAR SESSION AUGUST 11, 2026

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

OWNER'S NAME	TYPE OF LIEN	ACCOUNT NUMBER
JUDY GREEN	UTILITY LIEN	81177-270711574
SELENA DUNN	UTILITY LIEN	50809-271304168

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

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

Attn: Mark LeCouris

Page: 1
August 04, 2026
Account No: 1924-0000M
Invoice No: 91515

City of Tarpon Springs/General


8-5-26

		<u>Description</u>	<u>Hours</u>	
07/01/2026	AJS	Review files; Prepare an Audit letter; Prepare an email to Auditor; Review email from Deputy City Clerk; Review Public Records Request; Prepare an email to Deputy City Clerk.	2.20	495.00
07/02/2026	AJS	Review an email from and prepare an email to Allie Keen regarding procedures; Review an email from Janina Lewis; Review and analysis of contract issue; Prepare an email to Janina Lewis; Prepare an email to City Manager regarding Sovereign Immunity; Review an email from a Resident to Mayor Koulianos; Review an email from and prepare an email to Deputy City Clerk regarding Public Records.	1.90	427.50
07/06/2026	AJS	Review an email from Anela Saday; Review and analysis of Utility Billing documents; Prepare an email to Anela Saday; Review an email from Anela Saday; Review and analysis of Bid issue; Prepare an email to Anela Saday; Review and revise E-Bike Ordinance; Prepare an email to City Manager, Police Chief, Deputy Police Chief, Sergeant Miller, City Clerk and Deputy City Clerk for review; Review an email from Janina Lewis; Review and analysis of Phase 2 golf course clubhouse construction documents; Prepare and email to Janina Lewis; Review approval of Cummins purchase; Review approval of Vactor Agenda item; Review approval of Xylem Dewatering Solutions Agenda item.	5.60	1,260.00
	AJS	Prepare for and attend Heritage Preservation Board Meeting.	3.00	675.00
07/07/2026	AJS	Prepare for and attend office hours; Review an email from City Internal Auditor; Review and analysis of Fleet Management Division Audit; Prepare an email to City Internal Auditor; Review approval of Agenda item regarding CAD; Review Agenda approval regarding Gold Course Irrigation System; Review Agenda approval regarding fencing.	4.00	900.00
07/08/2026	AJS	Review an email from Karen Lemmons; Review and analysis of Tax Increment Financing issue; Prepare an email to Karen Lemmons; Review an email from Janina Lewis; Review an email from City Manager; Prepare an email to City Manager regarding Notice of Claim of Lien; Telephone conference with City Manager.	2.30	517.50

			Hours	
07/09/2026	AJS	Prepare for and attend Code Enforcement Board Meeting; Telephone conference with City Manager; Telephone conference with City Clerk.	2.70	607.50
07/10/2026	AJS	Review and analysis of Care Products Proposed Amendment; Review an email from and prepare an email to City Clerk; Review and analysis of Proposed Commission Rules; Review an email from and prepare an email to City Clerk; Prepare correspondence; Prepare an email to Major Gibson regarding disposal of ammunition; Review an email from and prepare an email to City Manager regarding West Marine; Review an email from Anela Saday regarding D-Mar; Review an email from Building Development Director; Analysis of issues; Prepare a Response regarding CT Solutions.	5.40	1,215.00
07/13/2026	AJS	Review correspondence from Building Director; Review correspondence from City Manager; Finalize correspondence to CT Solutions.	0.50	112.50
07/14/2026	AJS	Prepare for and attend office hours; Prepare correspondence to CT Solutions; Prepare an email to Building Director; Prepare for and attend Commission meeting.	7.30	1,642.50
07/15/2026	AJS	Finalize communication to CTS Solutions; Prepare an email to CTS Solutions.	0.20	45.00
07/17/2026	AJS	Review correspondence from PJ Harbert; Review and analysis of Contract for Safety Program; Prepare an email to PJ Harbert; Review correspondence from Tim Hunt; Review correspondence from City Manager; Review and analysis of Property Tax issue; Prepare an email to City Manager; Review correspondence from and prepare an email to Attorney Pappas.	2.80	630.00
07/20/2026	AJS	Review correspondence from Anela Saday; Review and analysis of bid rejection; Prepare an email to Anela Saday; Telephone conference with Commissioner Eisner regarding several issues; Review correspondence from City Manager; Review and analysis of Metro/COA Agreement; Review and analysis of Trolley Agreement; Prepare for and attend Planning and Zoning meeting.	4.60	1,035.00
07/21/2026	AJS	Prepare for and attend office hours.	2.80	630.00
07/22/2026	EBE	Prepare for and attend Tarpon Springs Board of Adjustment meeting at City Hall.	2.00	320.00
07/23/2026	AJS	Prepare draft of Memorandum of Understanding; Review and analysis of Agenda item; Review correspondence from and prepare an email to City Manager regarding MOU; Review correspondence from Anela Saday; Review and analysis of Rejection of Electrical Upgrades Bid; Prepare e-mail to Anela Saday.	4.00	900.00
07/24/2026	AJS	Review correspondence from Allie Keen; Review and analysis of LDC Article; Review correspondence from and prepare an email to Allie Keen; Review correspondence from Chris Cotta; Review revised Hold Harmless Agreement; Prepare e-mail to Chris Cotta; Review correspondence from City Manager;		

			Hours	
		Review correspondence from and prepare an email to Allie Keen regarding meeting.	3.90	877.50
07/27/2026	AJS	Review and revise AdventHealth Agreement; Prepare an email to Attorney Kohn; Review correspondence from Anela Saday; Review and analysis of ATS Agreement; Prepare an email to Anela Saday; Prepare Meter Agreement; Prepare an email to City Manager.	3.10	697.50
07/28/2026	AJS	Prepare for and attend office hours; Review correspondence from Jordan Van Loo; Review and analysis of Dashboard content; Prepare an email to Jordan Van Loo; Prepare an email to Attorney Pappas; Telephone conference with Commissioner Eisner regarding several issues; Prepare for and attend Commission meeting.	7.00	1,575.00
07/29/2026	AJS	Telephone conference with Mayor Koulianos; Analysis of budget issues; Prepare a Hold Harmless and Indemnification for Heritage Museum and Special Events; Prepare an email to Megan McIntyre.	4.00	900.00
07/30/2026	AJS	Review correspondence from Janina Lewis; Review and analysis of Roosevelt Project Agreement; Prepare e-mail to Janina Lewis; Review correspondence from Major Crawford; Review and analysis of Policy; Prepare an email to Major Crawford.	3.20	720.00
07/31/2026	AJS	Review correspondence from Anela Saday; Review and analysis of Safford House; Prepare an email to Anela Saday; Review correspondence from City Manager regarding 915 Bayshore Drive; Review correspondence from Christy Howard regarding same; Review correspondence from City Manager regarding DMar; Review documents regarding Athens Street.	3.20	720.00
		For Current Services Rendered	75.70	16,902.50
		Total Current Work		16,902.50
		Balance Due		<u>\$16,902.50</u>



Chris Cotta
Public Works Director

Public Works Department
Office of the Director

To: Mayor and Board of Commissioners

From: Chris Cotta, Public Works Director

Date: August 11, 2026

Subject: Special Event – City of Tarpon Springs Recreation Department
Back to School Splash & Eco fest
September 19, 2026.

Recommendation:

That the Mayor and Board of Commissioners approve the City of Tarpon Springs Recreation Departments' special event application for the "Back to School Splash & Eco fest" on Saturday, September 19, 2026, at the Splash Park.

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

Background:

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

The hours of the event will be from 10:00 a.m. to 1:00 p.m. This is a family-friendly event to celebrate the start of the new school year and will teach ways to be environmentally friendly.

There will be music, games, waterslides and food trucks. All set-up and clean-up will be the event sponsors' responsibility.

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

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 7/20/2026

Name of Event: Back to School Splash and Ecofest

Date(s) of Event: Saturday, September 19, 2026

Alternate Date(s): None

Hours of Event: 10am-1pm

Set up/break down time needed: 7am to 2pm

Type/Purpose of Event: A family event celebrating the start of a new school year. The EcoFest will teach participants ways to be environmentally friendly.

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

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

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

Other: _____

Disposition of Proceeds: None, Free event

Applicant Information:

Name of Organization: Tarpon Springs Recreation Division

Registered Nonprofit Org.: Yes ☐ No ☐ or City Department ☒

Organizations Address: 400 S Walton Ave. Tarpon Springs, FL 34689

Individual to Contact: Ashley Harter

(Telephone #) 727-942-5628 (email) aharter@ctsfl.us

Alternative Contact: Jamie Taylor

(Telephone #) 727-942-5628 (email) jtaylor@ctsfl.us

General Information:

Number of Vendors: 15-20 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): Splash Park Parking lot

Approximate Number of Attendees: 500 Entrance Fee: \$ FREE

Location for Attendee Parking: Splash Park Parking lot

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

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

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 9:45am-1pm Band: ☐ DJ: ☒ or

Other: _____

Type & Location of Toilet Facilities: Splash Park Bathrooms

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: 10x10 tents

How will Structure be Secured: Tent weights

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: TSRD will throw in dumpster at the splash park

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

Amusement/Carnival Rides: Yes ☒ No ☐ Name of Company Providing Rides: Air Fun Games

Types of Rides: Waterslides

Is Diagram of Layout Attached: Yes ☐ No ☒

Will Food/Beverages be Served: Yes ☒ No ☐

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

Will Alcoholic Beverages be Served: Yes ☐ No ☒

Type of Alcoholic Beverages: N/A

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☐ How many: _____

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☒ Where: At the Blue shade structure

Public Restrooms: ☒ Hours of Opening/Closing: 7am open time

Street Banners: ☐ Location: _____

Electric Message Board: ☒ Advertising event

Additional City Trash Cans: ☒ 6 Trash Cans and 4 Recycle Bins

Directional Parking Signs: ☐ Locations: _____

Other: **Table and Chair Trailer, Please spray field for ants before event.**

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

Yes ☐ No ☐ N/A ☒

If not, when will it be sent: City Event

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

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

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

Ashley Harter
Signature of Applicant

7/20/26
Date



Public Works Department
Office of the Director

Chris Cotta
Public Works Director

To: Mayor and Board of Commissioners

From: Chris Cotta, Public Works Director

Date: August 11, 2026

Subject: Special Event – City of Tarpon Springs Recreation Department
“Trick or Treat Halloween Bash” @ Tarpon Springs Sports Complex
October 24, 2026

Recommendation:

That the Mayor and Board of Commissioners approve the Tarpon Springs Recreation Departments’ Trick or Treat Halloween Bash October 24, 2026, at the Sports Complex.

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

Background:

This event has been approved by the Special Events Review Committee based in previous years.

The event will begin at 10:00 am and go until 1:00p.m. This is an event that will be held at the Sports Complex, Food and beverages will be sold.

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

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 7/27/26
Name of Event: Trick or Treat Halloween Bash
Date(s) of Event: Saturday, October 24th, 2026
Alternate Date(s): None
Hours of Event: 10am-1pm
Set up/break down time needed: 7 am to 2 pm
Type/Purpose of Event: A family event celebrating Halloween.

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

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

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

Other: _____

Disposition of Proceeds: None, Free event

Applicant Information:

Name of Organization: Tarpon Springs Recreation Division

Registered Nonprofit Org.: Yes ☐ No ☐ or City Department ☒

Organizations Address: 400 S Walton Ave. Tarpon Springs, FL 34689

Individual to Contact: Ashley Harter

(Telephone #) 727-942-5628 (email) aharter@ctsfl.us

Alternative Contact: Jamie Taylor

(Telephone #) 727-942-5628 (email) jtaylor@ctsfl.us

General Information:

Number of Vendors: 15-20 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): Sports Complex Parking lot

Approximate Number of Attendees: 500 Entrance Fee: \$ FREE

Location for Attendee Parking: Sports Complex Parking lot

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

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

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 9:30am-1pm Band: ☐ DJ: ☒ or

Other: _____

Type & Location of Toilet Facilities: Sports Complex Bathrooms

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: 10x10 tents

How will Structure be Secured: Tent weights

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: TSRD will throw in dumpster at the park

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

Amusement/Carnival Rides: Yes ☒ No ☐ Name of Company Providing Rides: Air Fun Games

Types of Rides: Obstacle Courses and Slides

Is Diagram of Layout Attached: Yes ☐ No ☒

Will Food/Beverages be Served: Yes ☒ No ☐

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

Will Alcoholic Beverages be Served: Yes ☐ No ☒

Type of Alcoholic Beverages: N/A

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☐ How many: _____

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☒ Where: Football field, concession stand & storage units

Public Restrooms: ☒ Hours of Opening/Closing: TSRD will open

Street Banners: ☐ Location: _____

Electric Message Board: ☒ Advertising event

Additional City Trash Cans: ☒ 6 Trash Cans and 4 Recycle Bins

Directional Parking Signs: ☐ Locations: _____

Other: **Table and Chair Trailer, Please spray field for ants before event.**

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

Yes ☐ No ☐ N/A ☒

If not, when will it be sent: City Event

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

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

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

Ashley Harter
Signature of Applicant

7/27/26
Date



Public Works Department
Office of the Director

Chris Cotta
Public Works Director

To: Mayor and Board of Commissioners

From: Chris Cotta, Public Works Director

Date: August 11, 2026

Subject: Special Event – TSHS Homecoming Bonfire
September 08, 2026

Recommendation:

That the Mayor and Board of Commissioners approve the Tarpon Springs High Schools' special event application for the "Homecoming Bonfire on Tuesday, September 08, 2026 at Sunset Beach. The Tarpon Springs Alumni are organizing this event.

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

Background:

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

The Event will be from 7:00pm- 9:00pm. Bonfire will start at 8:00pm and finish at 9:00pm. Setup will begin at 4:00-9:45pm. This has been coordinated with the Tarpon Springs Police Department and the Park and Recreation Departments.

All set-up and clean-up will be the event sponsor's responsibility.

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

**City of Tarpon Springs
Application for Special Events**

Event Information:

Date of Application: 7/29/26
Name of Event: Tarpon Springs High School Homecoming Bonfire
Date(s) of Event: Tuesday, September 8, 2026
Alternate Date(s): Thursday, September 10, 2026
Hours of Event: 7:00 p.m. - 9:00 p.m.
Set up/break down time needed: 4:00 - 9:45
Type/Purpose of Event: Football Homecoming Bonfire.

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

Sunset Beach

If Closure of a City Parking is needed, please check: Mother Meres ☐ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐
Other: _____

Disposition of Proceeds: N/A

Applicant Information:

Name of Organization: Alumni of Tarpon High / City of Tarpon Springs
Registered Nonprofit Org.: Yes ☒ No ☐

Organizations Address: _____

Individual to Contact: Kiki Kontodidakos (Telephone #) 417-0353 (email) _____

Alternative Contact: Maria Galouzis (Telephone #) 466-7417 (email) mkgalouzis@gmail.com

General Information:

Number of Vendors: 0 (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)

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

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

Location for Attendee Parking: Tarpon Springs High School Parking Lot

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

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

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

Type & Location of Toilet Facilities: Beach Restrooms

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

How will Structure be Secured: _____

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

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

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

Types of Rides: _____ Is Diagram of Layout Attached: Yes ☐ No ☐

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

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages: _____

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☐ How many: _____

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☒ Where: Pavilion on Beach

Public Restrooms: ☒ Hours of Opening/Closing: _____

Street Banners: ☐ Locations: _____

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: _____

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes ☐ No ☐

If not, when will it be sent: _____

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

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

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

[Signature]
Signature of Applicant

7/29/26
Date



SUNSET BEACH BONFIRE

PROPOSED ROPE-OFF @ 100' & 50' DIAMETERS



Public Works Department
Office of the Director

Chris Cotta
Public Works Director

To: Mayor and Board of Commissioners

From: Chris Cotta, Public Works Director

Date: August 11, 2026

Subject: Special Event – Tarpon Springs High School Homecoming Parade
Friday September 11, 2026

Recommendation:

That the Mayor and Board of Commissioners approve the Tarpon Springs High Schools' special event application for the "Homecoming Parade" on Friday, September 11, 2026, and the temporary closure of Dodecanese Blvd., Roosevelt Blvd., Canal St., N. Spring Blvd., Riverside Dr. and Gulf Blvd.

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

Background:

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

The parade line-up will begin at 4:30 p.m. at the parking lot corner of 100 Dodecanese Blvd. and Pinellas Ave., (in the Pappas Parking Lot) and end back at the High School. The TSPD will then lead the kids in cars to high school. This has all been coordinated by the Tarpon Springs Police Department.

All set-up and clean-up will be the event sponsor's responsibility.

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

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: July 30 2026
Name of Event: Tarpon Springs HS Homecoming Parade
Date(s) of Event: Friday Sept. 11, 2026
Alternate Date(s): n/a
Hours of Event: 4:30 line up Parade 5:00 - 6:00
Set up/break down time needed: n/a
Type/Purpose of Event: Homecoming Parade

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

Start @ Dodecanese Blvd & Alt. 9 @ roundabout
turn left on Roosevelt Blvd to Canal St. & turn right on
N. Spring Blvd to Gulf Rd to the high school

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

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

Other: _____

Disposition of Proceeds: n/a

Applicant Information:

Name of Organization: Tarpon Springs High School - Student Council
Registered Nonprofit Org.: Yes ☒ No ☐ or City Department ☐
Organizations Address: 1411 Gulf Rd Tarpon Springs FL 34689
Individual to Contact: Martin Guevara - AP TSHS
(Telephone #) 490 518 0524 (email) guevararama@pcsb.org
Alternative Contact: Leza Fatolitis
(Telephone #) 430-0089 (email) fatolitis1e@pcsb.org

General Information:

Number of Vendors: 0 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

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

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

Location for Attendee Parking: Sponge Docks parking lot

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

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

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

Other: _____

Type & Location of Toilet Facilities: none

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

How will Structure be Secured: n/a

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

If parade # of: Participants 100 Animals 0 Floats 5-10 Bands 1 Other _____

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

Types of Rides: _____

Is Diagram of Layout Attached: Yes ☐ No ☐

Will Food/Beverages be Served: Yes ☐ No ☒

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

Will Alcoholic Beverages be Served: Yes ☐ No ☒

Type of Alcoholic Beverages: _____

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: 20

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☐ Where: _____

Public Restrooms: ☐ Hours of Opening/Closing: _____

Street Banners: ☐ Location: _____

Electric Message Board: ☐ _____

Additional City Trash Cans: ☐ _____

Directional Parking Signs: ☐ Locations: _____

Other: _____

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

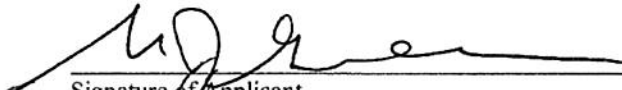
Yes ☐ No ☒ N/A ☐

If not, when will it be sent: _____

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

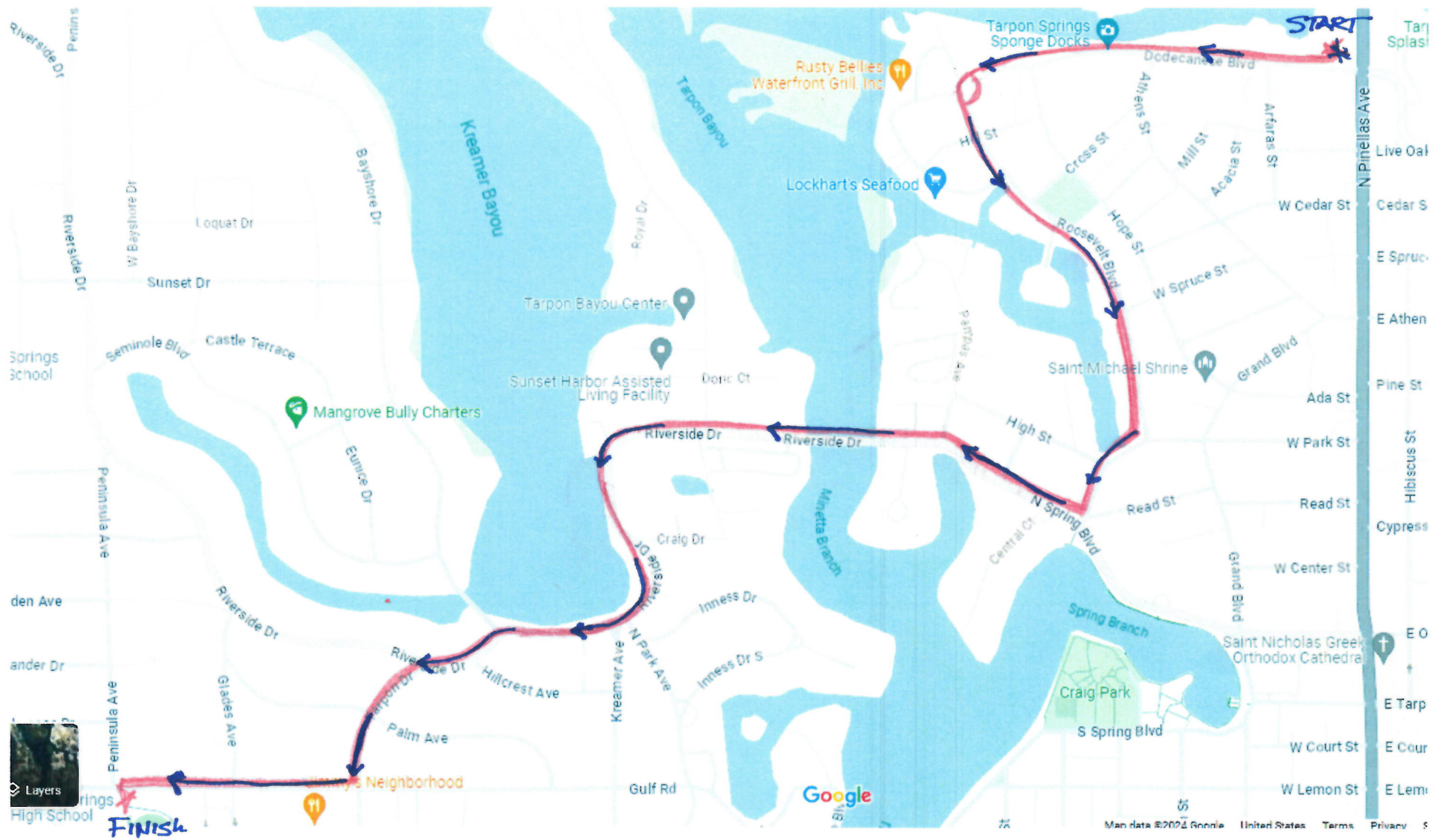
I (we) agree that it is my (our) responsibility to clean up after the conclusion of the special event: Yes ☒ No ☐

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



Signature of Applicant

7/30/2026
Date





Memorandum

Date: August 11, 2026
To: Mayor and Board of Commissioners
Through: Bob Robertson, Director of Project Administration
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 260072-N-AS, Yaskawa Parts, Supplies, and Service (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Darryl Vaci Water Division Manager, Rod Doorlag Utilities Maintenance Supervisor, Bob Robertson Interim Procurement Services Director**)

Recommendation

Increase File No. 260072-N-AS, Single Source Purchase of Yaskawa Parts, Supplies, and Service, with SJ Electro Systems, LLC, d/b/a ICON Technologies, effective through February 3, 2027, in a total amount not to exceed \$75,000, an increase of \$51,000, for the Public Services – Water and Wastewater Utilities Divisions.

Background

On February 3, 2026, the subject contract was administratively approved for a one (1) year period, effective February 4, 2026 through February 3, 2027. The City's water and wastewater utilities previously standardized to and use Yaskawa-brand variable frequency drives (VFD) to fluctuate operational speeds of process equipment. This proprietary equipment typically operates continuously and is critical to maintaining the facilities' operations. Proper maintenance and as-needed repair services are required to ensure continuous operation and protect the equipment's longevity.

Approval of the requested increase will ensure the City has spare OEM parts and services readily available to help minimize downtime and costs associated with emergency repairs, and provide additional authorization for as needed parts, supplies, and service through the remaining contract term.

SJ Electro Systems, LLC, d/b/a ICON Technologies is the sole authorized provider for Yaskawa sales and service in the Florida water and wastewater industries.

Funding

FY26 budget; account nos. 402-4305-536.4600/.6300 – ROWF; 402-4604-536.4600/.6300 – Utilities Maintenance; 402-4603-536.4600/.6300 – AWWTF – Water-Sewer Combination Services Repairs & Maintenance and Improvements other than Buildings

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: August 3, 2026
To: Bob Robertson, Interim Procurement Services Director
Through: Thomas Kiger, Public Services Director 
Raymond Page, Utilities Superintendent
From: Robert Marcincuk, Wastewater Division Manager
Darryl Vaci, Water Division Manager
Rod Doorlag, Utilities Maintenance Supervisor
Subject: Authorize an increase to contract File No. 260072-N-AS with ICON Technologies

Recommendation

Authorize an increase to File No. 260072-N-AS, single source purchases of Yaskawa parts, supplies, and service with SJ Electro Systems, LLC, d/b/a ICON Technologies, effective through February 3, 2027, in an amount not to exceed \$75,000.00, an increase of \$51,000.00, for the water and wastewater utility divisions.

Background

The Reverse Osmosis Water Treatment Facility (ROWTF) and Advanced Wastewater Treatment Facility (AWWTF), and Utility Maintenance (UM) currently utilize and previously standardized to Yaskawa variable frequency drive (VFD) to fluctuate operational speeds of process equipment. This proprietary equipment typically operates continuously and is crucial to efficient facility operation. As a result, the equipment requires periodic service to maintain and replace worn parts. ICON Technologies is the sole authorized distributor and Yaskawa's only sales channel for the Florida municipal wastewater industry for this equipment. Due to the aging of the existing equipment the manufacturers no longer support the outdated technology, and failures require repair or replacement as needed. Approval of the requested increase will provide additional as needed parts, service, and supplies through the remaining contract term.

Funding

Funds have been budgeted in the water and sewer enterprise fund

Water Treatment accounts 402-4305-536.46-00/52-00 and 402-4305-536.63-00, and Wastewater Treatment accounts 402-4603-536.46-00/52-00 and 402-4603-536.63-00 operating and capital budgets.

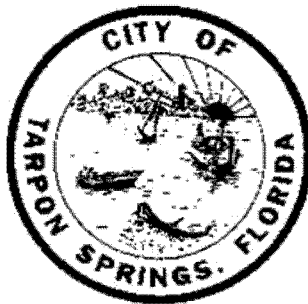
PURCHASE ORDER

02/03/26

ORDER DATE

CITY OF TARPON SPRINGS

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



260364

No.

ICON TECHNOLOGIES
SJE
PO BOX 735770
CHICAGO, IL 60673-5770

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

260072-N-AS

27697

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			BLANKET - YASKAWA PARTS, SUPPLIES & SERVICE EFFECTIVE DATE: 02/04/26 EXPIRATION DATE: 02/03/27 NOT TO EXCEED: 22000.00 REMARKS: In Accordance with File No. 260072-N-AS, Administratively Approved 02/03/2026. Single Source Letter on file. Commodity Code: 890 065 Full award amount \$24,000			

BILLING INSTRUCTIONS:

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

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

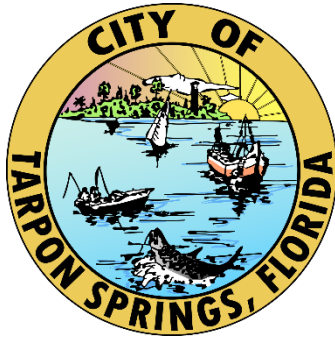
FINANCE DEPARTMENT, CITY OF TARPON SPRINGS, P.O. BOX 5004, TARPON SPRINGS, FL 34688-5004.

This Form contains an Electronic Signature

VENDOR COPY

AUTHORIZED SIGNATURE

Page 54 of 289



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst
DATE: 02/03/2026
SUBJECT: Administrative Approval to Award File No. 260072-N-AS, Single Source Purchase of Yaskawa Parts, Supplies, and Service

RECOMMENDATION:

Award File No. 260072-N-AS, Single Source Purchase of Yaskawa Parts, Supplies, and Service, to SJ Electro Systems, LLC, d/b/a ICON Technologies (ICON Technologies) for a one (1) year period effective February 4, 2026 through February 3, 2027, in an estimated annual amount not to exceed \$24,000, for the Public Services Department – Reverse Osmosis Water Treatment, Wastewater Treatment, and Utility Maintenance divisions.

BACKGROUND:

The purpose of this contract is to furnish and deliver as needed Yaskawa parts, supplies, and service for the City's water, wastewater, and utilities maintenance divisions. The City currently uses and standardized to Yaskawa-brand variable frequency drives (VFD) to fluctuate operational speeds of process equipment. This proprietary equipment typically operates continuously and is critical to maintaining the facilities' operations. Proper maintenance and as needed repair services are required to ensure continuous operation and protect the equipment's longevity. Approval of this contract will ensure the City has spare OEM parts and services readily available, which will help minimize downtime and costs associated with emergency repairs.

SJ Electro Systems, LLC, d/b/a ICON Technologies is the sole authorized provider for Yaskawa sales and service in the State of Florida for water and wastewater industries.

Approved: Janina Lewis 2/3/2026
Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director



Public Services Department

Memorandum

Date: January 28, 2026

To: Janina Lewis, Procurement Services Director

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

From: Robert Marcincuk, Wastewater Division Manager
Darryl Vacai, Water Division Manager
Rodney Doorlag, Utilities Maintenance Supervisor

Subject: Authorize as-needed Single Source Purchases for Replacement Yaskawa parts and repair services from SJ Electro Systems, LLC (DBA) as ICON Technologies for the Reverse Osmosis Water Treatment, Utility Maintenance and Advanced Wastewater Treatment Facilities.

Recommendation

Authorize as-needed single source purchases for replacement Yaskawa parts, supplies, and repair services from ICON Technologies for the Water, Utility Maintenance and Wastewater Treatment Facilities for a one (1) year period in an estimated annual amount not to exceed \$24,000.

Background

The City of Tarpon Springs Reverse Osmosis Water Treatment Facility (ROTF), Utility Maintenance (UM) and Advanced Wastewater Treatment Facility (AWTF) currently utilize and previously standardized to Yaskawa variable frequency drives (VFD) to fluctuate operational speeds of process equipment. This proprietary equipment typically operates continuously and is crucial to efficient facility operation. As a result, the equipment requires periodic service to maintain and replace worn parts. ICON Technologies is the sole authorized distributor and Yaskawa's only sales channel for the Florida municipal wastewater industry for this equipment.

This authorization will ensure that the city has the spare OEM parts and services available for this equipment in an effort minimize process downtime and costs associated with emergency repairs.

Funding

Funds are available in budgeted treatment facility repair & maintenance, operating supplies, and capital improvements accounts, which are ROTF 402-4305-536-46.00, 402-4305-536.63.00, UM 402-4604-536-46.00, 402-4604-536-63.00 and AWTF 402-4603-536-46.00, 402-4603-536.63.00 respectively.

YASKAWA AMERICA INC.
2121 Norman Drive South
Waukegan, IL 60085
1-800-927-5292

January 26, 2026

Greg Turman, Water Division Manager
City of Tarpon Springs
1624 L&R Industrial Blvd.
Tarpon Springs, FL 34688

Subject: ICON Technologies – Florida Water and Wastewater Industry Authorization

This memo is intended to state that ICON Technologies (based in Tampa) is Yaskawa's only sales channel exclusively focused on sales and service for the Florida Water and Wastewater Industry.

ICON Technologies is our only authorized distributor providing the Florida Municipal Industry with complete solutions using Yaskawa iQPUMP, P1000/V1000/P7/V7, MV1000, FP605, WM605, and GA800/500 product lines. ICON is also certified as our authorized service provider providing start up and repair / replacement services.

In addition, ICON Technologies is the only company in Florida authorized by Yaskawa to support the Yaskawa G5 and A1000 High Horsepower Module (HHP) product line in the Water and Wastewater Industry at this time
Best regards,



Via electronic mail

Josh Whitlatch
Florida Regional Drives Specialist
Yaskawa America Inc.
C: 407-616-0241
cc: Scott Mathews – Yaskawa America, Inc.



Memorandum

Date: August 11, 2026
To: Mayor and Board of Commissioners
Through: Bob Robertson, Director of Project Administration
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 260169-B-AS, Electric Motor and Pump Repair Services (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Bob Robertson Interim Procurement Services Director**)

Recommendation

Award File No. 260169-B-AS, Electric Motor and Pump Repair Services to Electrical & Mechanical Maintenance, Inc.; John Mader Enterprises, Inc. d/b/a Mader Electric Motors; and PSI Technologies, Inc., effective from the date of approval for a five (5) year period, in an annual aggregate amount not to exceed \$350,000, for the Public Services Department – Water and Wastewater Utilities Divisions.

Background

The City's water and wastewater utilities use electric motor and pump repair services to rebuild and refurbish existing pumps and equipment related to electric motors at a significant cost savings compared to replacement. Rebuilding and refurbishing worn parts help extend the useful life of this critical equipment. Approval of this multi-award contract will ensure that the City will have timely, consistent, and reputable services to minimize costs and downtime when emergency repairs and rebuilds are needed (see attached memo).

Funding

FY26 budget; account nos. 402-4603-536.4600 – AWWTF; 402-4604-536.4600 – Utilities Maintenance; and 402-4305-536.4600 – ROWF – Water-Sewer Combination Services Repairs and Maintenance.

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: August 3, 2026

To: Bob Robertson, Interim Procurement Services Director

Through: R. Thomas Kiger, Public Services Director

From: Raymond Page, Utilities Superintendent

(Handwritten initials "TB" in a circle)

Subject: Authorize the City to approve a multi-award contract to Electrical and Mechanical Maintenance Inc., John Mader Enterprises, Inc., d/b/a Mader Electric Motors, and PSI Technologies, Inc. for Utilities Maintenance, Water and Wastewater Treatment Operations

Recommendation

Authorize the award of a contract for Electric Motor and Pump Repair Services to the following vendors, Electrical and Mechanical Maintenance, Inc., John Mader Enterprise, Inc., d/b/a Mader Electric Motors, and PSI Technologies, Inc., effective from the date of approval for a five (5) year period, in an annual amount not to exceed \$350,000.00. This is used for Utilities Maintenance, Wastewater Treatment Operations and Water Treatment Facility for motor rebuilding and replacement.

Background

The city uses these services to rebuild and refurbish existing pumps and equipment related to electric motors and equipment at a significant savings as opposed to replacement of this equipment by extending the useful life of the operational equipment. This authorization will ensure that the city will have reputable services to depend on for repairing and rebuilding the pumps and motors to minimize costs and downtime when emergency repairs are needed.

Funding

Funds are available and budgeted in FY26 accounts 402-4603-536.4600 - AWWTF, 402-4604-536.4600 – Utilities Maintenance, and 402.4305.536. 4600 – ROWF – Water-Sewer Combination Services Repairs and Maintenance

Tabulation of Submittals
For
Bid No. 260169-B-AS
Electric Motor & Pump Repair Services
Wednesday, June 17, 2026 @ 3:00 p.m.

Electrical & Mechanical Maintenance, Inc. Bradenton, FL	\$201,600.00
Mader Enterprises, Inc. d/b/a Mader Electric Motors N. Fort Myers, FL	\$778,001.00
PSI Technologies, Inc. Riviera Beach, FL	\$1,103,013.37

Broadcast: 377 Plan holders: 19 Responses: 3

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



CITY OF TARPON SPRINGS, FL

Procurement Services

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

INVITATION TO BID

ELECTRIC MOTOR AND PUMP REPAIR SERVICES for THE CITY OF TARPON SPRINGS

Date: May 29, 2026

Bid No.: 260169-B-AS

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

3:00 p.m., June 17, 2026

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

Electric Motor and Pump Repair Services for the City of Tarpon Springs

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

Instructions to Bidders

Submission and Receipt of Bids

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

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

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

Preparation of Bids

Bids will be prepared in accordance with the following:

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

Explanations to Bidders

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

Questions must be submitted, in writing, not later than June 8, 2026.

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

Compliance

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

Rejection of Bids

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

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

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004
727-937-1766 Fax
jlewis@ctsfl.us.

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

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

JL:as

SECTION 1 – INSTRUCTIONS

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

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

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

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

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

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

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

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

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

1.10 CONTRACTOR ETHICS. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Bidders and Contractors.

To achieve the purpose of this Article, it is essential that Bidders and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

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

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

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

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

complete protest procedure can be obtained by contacting the Procurement Services Department.

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

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

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

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

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

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

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

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

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

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

Release ITB: May 29, 2026

Advertise City website/ <https://ctsfl.bonfirehub.com/opportunities>: May 29, 2026

Bids due: June 17, 2026

Award recommendation: TBD

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

SECTION 2-STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

2.10 COMPLIANCE WITH APPLICABLE LAWS.

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

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

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

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

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

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

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

(v) Neither Contractor nor any subcontractor will be deemed to have materially

breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

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

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

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

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

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

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

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meetings. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the

City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

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

PUBLIC RECORDS CUSTODIAN

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

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

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

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

e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

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

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

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

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

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

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

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

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

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

personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from the performance of services under this Agreement.

2.17 DEFAULT.

a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.

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

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

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

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

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

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

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

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

2.19 CONTINUATION DURING DISPUTES. Contractor agrees that during any dispute between

the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

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

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

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

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

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

2.25 INDEMNIFICATION/LIABILITY.

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

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

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

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

2.26 WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

2.27 THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES. Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

2.28 NO GUARANTEE OF WORK. Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represents the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

2.29 OWNERSHIP. All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

2.30 USE OF NAME. Contractor will not use the name of the City of Tarpon Springs in any advertising or publicity without obtaining the prior written consent of the City.

2.31 PROHIBITED ACTS. Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

2.32 FOB DESTINATION FREIGHT PREPAID AND ALLOWED. All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

2.33 RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not

release Contractor from any obligation hereunder.

2.34 SAFEGUARDING CITY PROPERTY. Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

2.35 WARRANTY OF RIGHTS. Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

2.36 PROPRIETARY RIGHTS INDEMNIFICATION. Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

2.37 CONTRACT ADMINISTRATION. The contract will be administered by the Procurement Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

2.38 FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and government regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

2.39 COOPERATIVE USE OF CONTRACT. The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the

respective government agency.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

2.40 FUEL PRICE ADJUSTMENT / FUEL SURCHARGE PROVISION

The Contract prices shall include all applicable fuel costs in effect as of the date of bid submission. Any request for adjustment to compensation due to increases or decreases in fuel costs shall be subject to the following conditions and requirements:

1. Economic Price Adjustment Eligibility

The Contractor may request an economic price adjustment for fuel surcharges based upon documented increases or decreases in fuel pricing. Adjustments shall be considered on a quarterly basis only and shall be tied to the applicable national fuel index published by the U.S. Department of Energy ("DOE"), or other approved index identified in the Contract. Fuel adjustment changes shall be considered for written requests for increases/decreases no less than 3% with a cap of 5%.

2. Written Request Requirement

Any request for a fuel surcharge adjustment must be submitted by the Contractor in writing within the timeframes established by the Contract. The request shall include sufficient supporting documentation, including but not limited to:

- o Applicable DOE fuel index data;
- o Calculation methodology for the requested adjustment;
- o Documentation substantiating the impact of fuel price changes on contract performance; and
- o Any additional information reasonably requested by the City.

3. Quarterly Review and Effective Date

Fuel surcharge adjustments shall be reviewed on a quarterly basis by the City. If approved, the adjustment shall become effective on the first Monday of the first month of each quarter, unless otherwise designated at the time of contract award or through subsequent written amendment.

4. No Automatic or Retroactive Adjustments

Fuel surcharge adjustments are not automatic and shall only be implemented upon:

- o Written request by the Contractor;
- o Review and approval by the City; and
- o Compliance with all required submission deadlines and documentation requirements.

No retroactive cost adjustments shall be permitted under any circumstance.

5. Contract Modification Requirement

Any approved increase or decrease in compensation resulting from fuel price adjustments shall be documented through a written contract modification or change order executed by both parties. The modification shall detail the calculation methodology and the resulting adjustment amount prior to implementation.

6. Discontinuation or Modification of Fuel Index

In the event the DOE discontinues, materially changes, or substantially alters its method of calculating the national average price for diesel fuel or other applicable fuel commodities, the parties shall mutually agree in writing upon an appropriate substitute index or methodology for purposes of administering the fuel price adjustment provision.

7. Disputes

Any dispute arising under or relating to this Fuel Price Adjustment provision shall be resolved in accordance with the Disputes clause and all other applicable terms and conditions of the Contract.

8. City Reservation of Rights

The City reserves the right to approve, deny, or negotiate any requested fuel surcharge adjustment based upon its review of the supporting documentation, market conditions, contract usage, and determination of reasonableness.

2.41 NOTICES. All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

2.42 GOVERNING LAW, VENUE. This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

2.43 INTEGRATION CLAUSE. This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

2.44 PROVISIONS REQUIRED BY LAW. Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

2.45 SEVERABILITY. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

2.46 SURVIVING PROVISIONS. Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

2.47 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

2.48 SECTION 287.135 (CURRENT EDITION), FLORIDA STATUTES, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

2.49 ACCESSIBILITY REQUIREMENTS.

Contractor shall ensure that all electronic deliverables provided under this Agreement, including, but not limited to, reports, PDFs, presentations, forms, data visualizations, dashboards, online tools, and other digital or web-based content, comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. Deliverables must be provided in accessible formats compatible with commonly used assistive technologies. Contractor shall promptly remediate any accessibility deficiencies identified by the City of Tarpon Springs at no additional cost and shall provide corrected deliverables within a mutually agreed-upon timeframe. Contractor shall maintain accessibility compliance throughout the term of the Agreement.

ANY AND ALL SPECIAL CONDITIONS AND SERVICES ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION 3- SCOPE OF SERVICES

INTRODUCTION

The City of Tarpon Springs, Florida (City), is seeking bids from qualified bidders to provide electric motor, pump, drive, gearbox, compressor, centrifugal, and positive displacement blower repair services for the City's water and wastewater utilities divisions. The City reserves the right to make multiple awards to primary and secondary awardee(s), referred thereafter as Contractor(s), if it is in the best interest of the City. There are no minimum or maximum guarantee of orders that will be placed as a result of this Award, and all orders will be placed on an as-needed basis. All orders shall reference blanket purchase order(s) numbers which will be established for this purpose.

3.1. SERVICES SUMMARY DESCRIPTION

Description: Contractor(s) shall furnish all labor, material, supervision, and equipment to successfully provide electric motor and pump repair services pursuant to all specifications and terms and conditions herein. Work will be performed at the Contractor's facility or, if the problem is immediately diagnosable and on-site repair is possible, at the City's facilities. The work shall include troubleshooting, maintenance, repair or replacement of electric motors and/or pumps on a task order basis. The work may include, but is not limited to the following: dismantling, inspection, steam cleaning and oven drying of parts, meg of starter windings, core testing stators, surge testing stator windings, dipping and baking stators, checking all mechanical fits, replacement of seals and bearings, replacement of "O" ring seals, replacement of shaft sleeves, inspection of all pump components, machining of shafts and impellers, replacement of wear rings and or impellers, assembly and testing. Testing shall include a tank test which verifies loaded amperage, gallons per minute (gpm), and seal integrity. Other tasks as required or requested to maintain operation of equipment must be in accordance with requirements outlined by the original equipment manufacturer (OEM).

3.2. General Specifications

All materials used in replacement of parts shall be "first use," OEM or equivalent to OEM Specifications, free of wear, breaks, cracks, corrosion, and all other defects. A markup on replacement parts will be allowed based upon an agreed markup percentage (not to exceed 10%) with the original receipts furnished to the City of Tarpon Springs Contract Manager or their designee.

Bidders shall submit prices for: labor rates that will be charged per person, for any travel time charges, with mileage rates pursuant to the current Internal Revenue Service (IRS.gov) standard

mileage rates and onsite general repairs to include: regular hours, overtime hours, nights, weekends, and holidays; and pricing to rebuild motors and pumps based on the attached list (Exhibit A), as well as the percentage markup from vendor cost of replacement parts/motors (not to exceed 10%). All equipment to be picked up and delivered will be scheduled twenty-four (24) hours in advance with a boom truck to be supplied by the Contractor Monday-Friday from 7:00 a.m. – 2:00 p.m. hours at no additional charge.

For security purposes, the successful Contractor will ensure that all staff sent to the job site will sign in and out at the designated reception area when working or delivering equipment on each visit. City staff will provide a safety briefing for contractor's staff members on their initial visit to facility.

The Contractor shall provide and furnish all tools, equipment, supplies and trained personnel required to complete each task in a safe and efficient manner. Contractor's staff will work closely with plant personnel to minimize any safety hazards or equipment shutdowns. All equipment and/or work area will be left in a clean and safe condition by the contractor at the end of each trip or workday.

3.3. Ceramic Coating Rehabilitation

When deemed in the best interest of the City, rehabilitation by application of an approved ceramic coating may be used. Coating must be approved by its manufacturer for use in the water and wastewater industry and vendor must warranty proper application. Use of a ceramic coating for rehabilitation must be approved by City **PRIOR** to any work being done.

Regardless of the coating used, Contractor shall follow the Steel Structures Painting Council (SSPC) recommendations and the manufacturer's instructions for surface preparation.

3.4. Procedures for Initiating and Completing Scheduled Repairs

A City's representative will complete an "Equipment Pickup Form" and contact the Contractor via fax or email to schedule pickup of equipment in all cases except in an emergency. See Section **3.5. Procedures for Initiating and Completing Emergency Repairs**. Pickup of equipment shall be within forty-eight (48) hours of contact excluding weekends or holidays. Equipment pickups must be made between the hours of 7: 00 a.m. – 2:00 p.m. Unique serial/tracking numbers shall be documented for each item picked up. The City reserves the right to request expedited repairs in the event of an emergency. City personnel will be present and shall digitally photograph any/all equipment prior to its removal from the City's site.

Contractor will determine the extent of repair required to return equipment to OEM specifications and the feasibility to repair the item and provide a written quotation/estimate for approval of requesting City department. Each quotation/estimate shall be sequentially numbered and include the serial/tracking number of the equipment and an itemized list of all parts to be replaced. When and if the repair is approved, return of the signed quote/estimate by the City department representative, (including the Blanket Purchase Order number the repair should be billed against), shall act as the Notice to Proceed.

All equipment repairs shall be completed and returned within fifteen (15) calendar days from the date of equipment pickup. Any deviation from this shall be noted on the equipment repair estimate provided to the City for approval. An "Equipment Completion and Return Form" will be completed by Contractor and be used to document repairs and delivery date. An invoice will also be delivered with equipment for prompt payment processing with quotation/estimate number referenced on original invoice. The equipment serial/tracking number will be used for tracking purposes.

Non-repairable components not feasible for repair shall be promptly returned to the City with next delivery or pickup. Contractor will be required to submit the Equipment Completion and Return Form with non-repairable or de-valued components, as well with the "Date Equipment Returned" section completed and "Comments" of "Not Repairable" and reason annotated on the form.

3.5. Procedures for Initiating and Completing Emergency Repairs

Contractor will respond via telephone within two (2) hours, seven (7) days per week, twenty four (24) hours per day, to an emergency call from the City representative. Note that in the event of an emergency the City will issue a task order without first requiring a written estimate, however, an estimate will be submitted as soon as practical thereafter. The Contractor will submit and keep a list of persons with their phone numbers to be called in the event of an emergency. The list and its updates will be submitted to the City representative.

3.6. Warranty

Rebuilt or repaired equipment shall be guaranteed for six (6) months from the date it is placed in service by the City as determined by City records. Any component failing during this six-month (6-month) period shall be replaced or repaired at no cost to the City. The City agrees that equipment held "on the shelf" for longer than 24 months (after delivery to the City by the vendor or Contractor) before being placed in service will be exempt from this requirement.

3.7. Contractor(s) Qualifications

Contractor(s) shall have a minimum of three (3) years' experience in providing prompt, accurate troubleshooting and repair of equipment listed herein, without subcontracting any part thereof. Bidders shall complete the Questionnaire and submit references in the space provided, including the number of years services have been provided for each reference listed. References shall be work performed within the last three (3) years.

3.7.1. Licenses, Certifications, etc.: Bidder(s) shall provide a list of current documents proving ability or authorization to perform the work specified herein.

3.8. Method of Award

The City reserves the right to make multiple awards (primary and secondary) as deemed necessary, with no minimum guarantee of work. Work will be issued on an as-needed basis.

3.9. Stock Parts

Contractor(s) must keep in stock parts for the Myers Pumps. See EXHIBIT A Motor/Pump Repair Equipment List to ensure Contractor's ability to meet the specified repair turnaround time.

3.10. Crane Use

Contractor(s) must either own or have readily access to a 17–20-ton crane and a 40-45 ton crane. Contractor(s) must have qualified staff to operate crane(s) pursuant to OSHA or other regulatory guidelines. The need for a crane will be communicated to the Contractor upon the initial request for services.

SECTION 4-GENERAL CONDITIONS

4.1. BEGINNING AND END DATE OF INITIAL TERM. The initial Contract term shall be for a five (5) year period, effective from the date of Award. If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

4.2. EXTENSION. The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

4.3. RENEWAL. At the end of the initial term of this contract, the City may initiate one (1), two (2)-year renewal as provided. The decision to renew a contract rest solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

4.4. PRICES. All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

BID FORM

BID No. 260169-B-AS

Electric Motor and Pump Repair Services

BIDDER **Electrical and Mechanical Maintenance Inc.**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
<u>N/A</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- b. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BID FORM PRICING
BID No. 260169-B-AS
Electric Motor and Pump Repair Services

EXHIBIT “A” – MOTOR/PUMP REPAIR EQUIPMENT LIST PRICE TAB
ATTACHED FOR REFERENCE. SUBMIT PRICING THROUGH BONFIRE.

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Payment: We accept Visa for payment: X Yes No. Payment must be processed in 30 days after receipt of proper invoice or services accepted (whichever is the latter).

Bidder will furnish all goods and services in accordance with the Contract Documents for the unit prices provided in the Pricing Sheet for the Motor/Pump Repair Equipment List. All quantities are estimated. Actual needs may vary.

Motors: In the Pricing Sheet provided, bidders shall provide pricing to rebuild motors with new bearings and rewinding the motor.

Pumps: Bidders shall provide pricing for rebuilding pumps to include new seals, bearings, single stage impeller, wear ring, 30-foot OEM pump cord (note: no cord on the VTP). Any need for a cord over 30' will be paid for under parts process. Any items not needed will be credited off the contract pricing (i.e. pump does not need a replacement impeller at this time).

Vendor parts markup 10 % (Note: not to exceed 10%)

******(All Inclusive) – Include any charge for travel time in the requested labor unit prices. Hourly rate will NOT be portal-to-portal but will commence from Clock-In Time at the City Facility. Bidders shall adjust their rates accordingly.

Price Extension for Additional Units:

The City, through its Procurement Services Director, may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

 N/A months for N/A additional units after award of this bid.
(Number) (No. of Units*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

* Please insert of number of unit (not to exceed the bid quantity).

Bidder: Electrical & Mechanical Maintenance Inc. (EMMI)

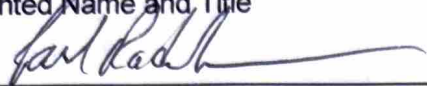
Address: 6115 31st Street East

City: Bradenton State: Florida Zip: 34203

Phone No.: 941-351-5858 Fax No.: _____ Email: prademaker@electrical-mechanical.com

Paul Rademaker – VP Business Development

Printed Name and Title


Authorized Signature

June 5, 2026

Date

Does your Firm own a crane? Yes X No _____

List at least 5 References

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

1. Project/Contract Name:	Motor/Pump Repairs
Dollar Value:	Ongoing contract for repair work ~ \$1,000,000.00/yr.
Contact Name:	Rick Svec
Email:	rick.svec@mymanatee.org
Phone Number:	941-812-6388
Agency/Company Name:	Manatee County Utilities
Address:	8500 69th Street E., Palmetto, FL. 34221
Date completed/or if in Progress:	In Progress
2. Project/Contract Name:	Motor/Pump Repairs
Dollar Value:	Ongoing contract for repair work ~ \$500,000.00/yr.
Contact Name:	Don DeMonia
Email:	Donald.Demonia@bradentonfl.gov
Phone Number:	941-290-9392
Agency/Company Name:	City of Bradenton
Address:	1810 1st St. W., Bradenton, FL. 34208
Date completed/or if in Progress:	In Progress

3. Project/Contract Name:	Motor/Pump Repair Contract
Dollar Value:	Ongoing contract for repair work ~ \$500,000.00/yr.
Contact Name:	Terry Marvin
Email:	terrymarvin@polkfl.gov
Phone Number:	863-344-2596
Agency/Company Name:	Polk County Utilities
Address:	1011 Jim Keene Blvd, Winter Haven, FL 33880
Date completed/or if in Progress:	In Progress
4. Project/Contract Name:	Motor/Pump Repair Contract
Dollar Value:	Ongoing contract for repair work ~ \$250,000.00/yr.
Contact Name:	Scott Geoghegan
Email:	kgeoghegan@wildwood-fl.gov
Phone Number:	352-459-4669
Agency/Company Name:	City of Wildwood
Address:	1290 Industrial Drive, Wildwood, FL. 34785
Date completed/or if in Progress:	In Progress
5. Project/Contract Name:	Motor/Pump Repair Contract
Dollar Value:	Ongoing contract for repair work ~ \$250,000.00/yr.
Contact Name:	Dewey Futch
Email:	dfutch@englewoodwater.com
Phone Number:	941-468-9746
Agency/Company Name:	Englewood Water District
Address:	201 Selma Ave, Englewood, FL 34223
Date completed/or if in Progress:	In Progress

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information

<u>Company Name: Electrical and Mechanical Maintenance Inc.</u>		
<u>Contact Name: Paul Rademaker</u>		
<u>Address: 6115 31st Street East</u>		
<u>Address:</u>		
<u>City: Bradenton</u>	<u>State: FL</u>	<u>Zip: 34203</u>
<u>Telephone: 941-351-5858</u>	<u>Fax:</u>	
<u>E-Mail Address: prademaker@electrical-mechanical.com</u>		<u>Website: www.electrical-mechanical.com</u>

2. How long has your firm been in business? 43 years/2.5 as EMMI

3. How long has your firm provided these services? 43-years

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

5. How many full and part-time employees do you currently employee?
 Full-time: 40 Part-time:

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

<u>Category</u>	<u># of employees</u>
<u>Shop - 15</u>	
<u>Field - 15</u>	
<u>Office - 8</u>	
<u>Sales - 2</u>	

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?
John Mader will be overseeing all services. John has been involved with motor and
Pump rebuilding for 28-years. Our VP/GM Rob Farmer oversees the company and
Is also our technical advisor. Rob has been involved in this business for 25 years.
Paul Rademaker has 42-years experience, 25 with EMMI and is our VP.
8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
EMMI is an EASA motor/pump rebuild shop. We have the latest in tactical equipment
To handle motor repairs up to 1500HP @ 4160-volts. We have tooling including an
Excellent machine shop to rebuild any type of rotating equipment like pumps and
Blowers. We have 10 trucks, most equipped with auto cranes and one 17-ton crane.
9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
EMMI has everything we need to handle all the work at Tarpon Springs.
10. Have you had a contract terminated by a customer in the past 3 years? No If yes, please explain.
11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).
12. Provide a copy of your firm's Federal Employer Tax ID certificate (W9).
13. Provide a copy of all your current insurance coverage for General Liability, Automobile and Workers' Compensation.
14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).
15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

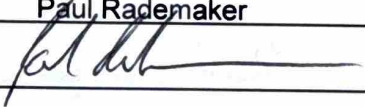
DRUG FREE WORKPLACE FORM

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

1. This statement is submitted with the attached Bid/Proposal.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR'S PRINTED NAME: Paul Rademaker

AUTHORIZED SIGNATURE: 

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
 - 1) Workers' Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$200,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$200,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis", such insurance to include coverage for loading and unloading hazards.
 - 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement of the policy:
 - 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

AGREEMENT EXHIBIT CERTIFICATION

The CITY OF Tarpon Springs (City), a municipal corporation with principal offices located at 324 East Pine St, Tarpon Springs FL, 34689, and CONTRACTOR executing this document by and through its authorized agent

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1.2.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

1.2.2. Is engaged in business operations in Syria.

1.3. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the

subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST

Mary D'Eramo

Signature of Corporate Secretary

Mary D'Eramo

Type/Print Name of Corporate Secy.

June 5, 2026

Date

(CORPORATE SEAL)

Electrical and Mechanical Maintenance Inc.

Company Name

Paul Rademaker

Signature

Paul Rademaker

Type/Print Name

June 5, 2026

Date

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: June 5, 2026 Signed: 

Entity: Electrical and Mechanical Maintenance Inc. Name: Paul Rademaker

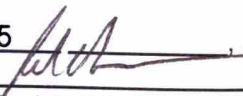
Title: VP – Business Development

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: June 5, 2026

Signed: 

Entity: Electrical & Mechanical Maintenance Inc.

Name: Paul Rademaker

Title: VP – Business Development

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST**

Respondent Vendor Name:

Proposer/Contractor FEIN: 93-4787107 _____

Proposer/Contractor's Authorized Representative Name and Title:

Paul Rademaker VP – Business Development_

Address: __ 6115 31st Street East _____

City: _Bradenton_____ State: __FL____ Zip: __34203_____

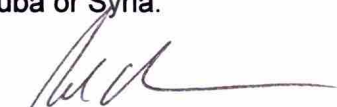
Phone Number: _941-351-5858_____

Email Address: __prademake@electrical-mechanical.com_____

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by:



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

Print Name and Title: _____

Paul Rademaker VP – Business Development

Date: June 5, 2026

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) ELECTRICAL & MECHANICAL MAINTENANCE, INC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 4939 CROSS BAYOU BLVD.	Requester's name and address (optional)
6 City, state, and ZIP code NEW PORT RICHEY, FL 34652		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									
			-				-		
or									
Employer identification number									
9	3	-	4	7	8	7	1	0	7

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 1-2-2026
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General Instructions

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

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

What's New

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

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

Purpose of Form

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/2026

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com	FAX (A/C, No): 1-888-467-2378
INSURED Electrical & Mechanical Maintenance, Inc. 6115 31st Street E. Bradenton, FL 34203	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Philadelphia Indemnity Insurance Company INSURER C: Great American Alliance Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 35378 18058 26832

COVERAGES

CERTIFICATE NUMBER: W46237574

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	MKLV1ENV105047	03/01/2026	11/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		PHPK2629391-008	11/30/2025	11/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE			MKLV1EFX101046	03/01/2026	11/30/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC E546162-06	10/31/2025	10/31/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Project Name: Bid 26-231, Motor Repair Services

"County" means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees

Polk County is included as an Additional Insured as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

Polk County, a political subdivision of the State of Florida, 330 W. Church St., Bartow, FL 33830	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Electrical & Mechanical Maintenance, Inc. 6115 31st Street E. Bradenton, FL 34203	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Polk County with respects to General Liability and Workers Compensation as permitted by law.

General Liability policy includes ongoing and completed operations

2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P23000085035

Entity Name: ELECTRICAL & MECHANICAL MAINTENANCE, INC.**Current Principal Place of Business:**4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652**Current Mailing Address:**4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652 US**FEI Number:** 93-4787107**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**DEREMER, GARY A
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:** GARY DEREMER

03/08/2026

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	CEO
Name	DEREMER, GARY
Address	4939 CROSS BAYOU BLVD
City-State-Zip:	NEW PORT RICHEY FL 34652

Title	CFO
Name	RUPE, KAYCEE
Address	4939 CROSS BAYOU BLVD
City-State-Zip:	NEW PORT RICHEY FL 34652

Title	VP
Name	RADEMAKER, PAUL
Address	4939 CROSS BAYOU BOULEVARD
City-State-Zip:	NEW PORT RICHEY FL 34652

Title	VP
Name	FARMER, ROBIN
Address	4939 CROSS BAYOU BOULEVARD
City-State-Zip:	NEW PORT RICHEY FL 34652

Title	VP
Name	LE, LEON
Address	4939 CROSS BAYOU BOULEVARD
City-State-Zip:	NEW PORT RICHEY FL 34652

Title	COO
Name	MADER, JOHN
Address	4939 CROSS BAYOU BOULEVARD
City-State-Zip:	NEW PORT RICHEY FL 34652

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KAYCEE RUPE

CFO

03/08/2026

Electronic Signature of Signing Officer/Director Detail

Date

BID FORM

BID No. 260169-B-AS

Electric Motor and Pump Repair Services

BIDDER JOHN MADER ENTERPRISES (DBA - MADER ELECTRIC MOTORS)

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
<u>06/17/26</u>	<u>260169-B-AS (15 PAGES)</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- b. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

SECTION 4-GENERAL CONDITIONS

4.1. BEGINNING AND END DATE OF INITIAL TERM. The initial Contract term shall be for a five (5) year period, effective from the date of Award. If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

4.2. EXTENSION. The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

4.3. RENEWAL. At the end of the initial term of this contract, the City may initiate one (1), two (2)-year renewal as provided. The decision to renew a contract rest solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

4.4. PRICES. All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

BID FORM PRICING
BID No. 260169-B-AS
Electric Motor and Pump Repair Services

EXHIBIT "A" – MOTOR/PUMP REPAIR EQUIPMENT LIST PRICE TAB
ATTACHED FOR REFERENCE. SUBMIT PRICING THROUGH BONFIRE.

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Payment: We accept Visa for payment: X Yes ___ No. Payment must be processed in 30 days after receipt of proper invoice or services accepted (whichever is the latter).

Bidder will furnish all goods and services in accordance with the Contract Documents for the unit prices provided in the Pricing Sheet for the Motor/Pump Repair Equipment List. All quantities are estimated. Actual needs may vary.

Motors: In the Pricing Sheet provided, bidders shall provide pricing to rebuild motors with new bearings and rewinding the motor.

Pumps: Bidders shall provide pricing for rebuilding pumps to include new seals, bearings, single stage impeller, wear ring, 30-foot OEM pump cord (note: no cord on the VTP). Any need for a cord over 30' will be paid for under parts process. Any items not needed will be credited off the contract pricing (i.e. pump does not need a replacement impeller at this time).

Vendor parts markup 10 % (Note: not to exceed 10%)

**** (All Inclusive)** – Include any charge for travel time in the requested labor unit prices. Hourly rate will NOT be portal-to-portal but will commence from Clock-In Time at the City Facility. Bidders shall adjust their rates accordingly.

Price Extension for Additional Units:

The City, through its Procurement Services Director, may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

12 months for 1 additional units after award of this bid.
(Number) (No. of Units*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

* Please insert of number of unit (not to exceed the bid quantity).

Bidder: MADER ELECTRIC MOTORS

Address: 18161 N. TAMiami TRAIL

City: N. FORT MYERS State: FLORIDA Zip: 33903

Phone No.: 813-626-2000 Fax No.: 2002 Email: RON@MADERELECTRICMOTORS.COM

RON HARTMAN - CONTROLLER / OPERATIONS
Printed Name and Title

Ron Hartman
Authorized Signature

06/17/2026
Date

Does your Firm own a crane? Yes ☒ No ☐

List at least 5 References

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

1. Project/Contract Name:	ELECTRIC MOTOR & PUMP REBUILD
Dollar Value:	500,000
Contact Name:	ITB 5109123
Email:	KARONJOHNSON@TAMPAGOV.NET
Phone Number:	813-247-3451
Agency/Company Name:	CITY OF TAMPA
Address:	2700 MARITIME, TAMPA, FL
Date completed/or if in Progress:	CURRENT - 2028
2. Project/Contract Name:	ANNUAL ELECTRIC MOTOR REPAIR
Dollar Value:	\$ 700,000
Contact Name:	2023 - ITB - 176
Email:	PURCH@LAKELANDGOV.NET
Phone Number:	863.834.6780
Agency/Company Name:	CITY OF LAKELAND
Address:	1140 EAST PARKER STREET, LAKELAND FL.
Date completed/or if in Progress:	CURRENT - 2029
3. Project/Contract Name:	ELECTRIC MOTOR, PUMP & VT REPAIR
Dollar Value:	\$ 600,000

Contact Name:	DAVID BAY
Email:	DAVID.BAY@SARASOTAFL.GOV
Phone Number:	941.263.6212
Agency/Company Name:	CITY OF SARASOTA
Address:	1750 12 th , SARASOTA, FL 34236
Date completed/or if in Progress:	CURRENT NO END DATE
4. Project/Contract Name:	REPAIR MOTOR, PUMPS & VT
Dollar Value:	\$ 500,000
Contact Name:	REPAIR ANNUAL
Email:	ROLLINRAUGUST@MYSEBRING.COM
Phone Number:	863-471-5156
Agency/Company Name:	CITY OF SEBRING
Address:	454 NORTH FRANKLIN ST, SEBRING, FL 33870
Date completed/or if in Progress:	CURRENT
5. Project/Contract Name:	REPAIR MOTORS, PUMPS,
Dollar Value:	\$600,000
Contact Name:	REPAIR ANNUAL
Email:	JBALDRIDGE@AVONPARK.CITY
Phone Number:	863-991-0389
Agency/Company Name:	CITY OF AVON PARK
Address:	2301 US 27 SOUTH, AVON PARK, FL 33825
Date completed/or if in Progress:	CURRENT

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?
RON HARTMAN
45 YRS EXP. SALES, OPERATIONS, MANAGEMENT, PRODUCTION
WITH MADER ELECTRIC 3 1/2 YEARS.
8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
ALL TOOLING, LATHES, CNC'S, TESTING EQUIP. CRANES, TRUCKS
9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
N/A
10. Have you had a contract terminated by a customer in the past 3 years? NO If yes, please explain.
N/A
11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable). ✓
12. Provide a copy of your firm's Federal Employer Tax ID certificate (W9). ✓
13. Provide a copy of all your current insurance coverage for General Liability, Automobile and Workers' Compensation. ✓
14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable). ✓
15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida. ✓

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information

Company Name: JOHN MADER ENTERPRISES (DBA MADER ELECTRIC MOTORS)
 Contact Name: RON HARTMAN
 Address: 18161 N TAMiami TR
 Address: _____
 City: N. FORT MYERS State: FL Zip: 33903
 Telephone: 813-626-2000 Fax: _____
 E-Mail Address: RON@MADERELECTRICMOTORS.COM Website: WWW.MADERELECTRICMOTORS.COM

2. How long has your firm been in business? 45 YRS (1981)

3. How long has your firm provided these services? 45 YRS

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

5. How many full and part-time employees do you currently employ?
 Full-time: 35 Part-time: 0

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

Category	# of employees
<u>OPERATIONS N. FT MYERS (NFM)</u>	<u>1</u>
<u>SALES - NFM</u>	<u>2</u>
<u>WINDERS - NFM</u>	<u>3</u>
<u>MECHANICS - NFM</u>	<u>8</u>
<u>ARJAP - NFM</u>	<u>2</u>
<u>LABORERS SERVICE - NFM</u>	<u>6</u>
<u>OPERATIONS - TAMPA</u>	<u>1</u>
<u>SALES - TAMPA</u>	<u>1</u>
<u>WINDERS - TAMPA</u>	<u>4</u>
<u>MECHANICS - TAMPA</u>	<u>5</u>
<u>LABORERS - TAMPA</u>	<u>2</u>

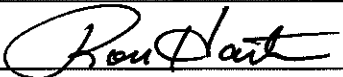
DRUG FREE WORKPLACE FORM

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

1. This statement is submitted with the attached Bid/Proposal.
2. Preference shall be given to businesses with drug-free workplace programs.
Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR'S PRINTED NAME: RON HARTMAN / MADER ELECTRIC MOTORS

AUTHORIZED SIGNATURE: 

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.

- 1) Workers' Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
- 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$200,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
- 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$200,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis", such insurance to include coverage for loading and unloading hazards.
- 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.

B. Each Insurance Policy shall include the following conditions by endorsement of the policy:

- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

AGREEMENT EXHIBIT CERTIFICATION

The CITY OF Tarpon Springs (City), a municipal corporation with principal offices located at 324 East Pine St, Tarpon Springs FL, 34689, and CONTRACTOR executing this document by and through its authorized agent

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1.2.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

1.2.2. Is engaged in business operations in Syria.

1.3. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the

subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST



Signature of Corporate Secretary

RON HARTMAN

Type/Print Name of Corporate Secy.

06/17/2026

Date

(CORPORATE SEAL)

JOHN MADER ENTERPRISES (PBA-MADER ELECTRICITY)

Company Name



Signature

RON HARTMAN

Type/Print Name

06/17/2026

Date

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: JUNE 17, 2026 Signed: Ron Hartman

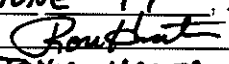
Entity: JOHN MADER ENTERPRISES Name: RON HARTMAN

Title: OPERATIONS / CONTROLLER

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: JUNE 17, 2024
Signed: 
Entity: JOHN MADER ENTERPRISES
Name: RON HARTMAN
Title: OPERATIONS/CONTROLLER

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST**

Respondent Vendor Name:

Proposer/Contractor FEIN:

65-0048538

Proposer/Contractor's Authorized Representative Name and Title:

RON HARTMAN OPERATIONS / CONTROLLER

Address:

City: N. FT. MYERS

State: FL

Zip: 33903

Phone Number:

813-626-2000

Email Address:

RON @ MADERELECTRICMOTORS.COM

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by:

Ron Hartman

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

Print Name and Title:

RON HARTMAN OPERATIONS / CONTROLLER

Date:

06/17/2026



CUSTOMER REFERENCES

Sarasota County Utilities

Victor Carlano

Email: Vcarlano@scgov.net

Clerk of Courts

P.O. Box 8

Sarasota, FL 34230

Ph. 941-650-2703

Fax: 941-371-5244

Collier County Utilities

Fred Price

Email: FredPrice@colliergov.net

10500 Goodlette Frank Rd.

Naples, FL 34109

Ph: 239-597-5355

Fax: 239-597-3504

Lee County Utilities

Larry Clifford

Email: Lelifford@leegov.com

P.O. Box 2238

Fort Myers, FL 33902

Ph: 239-839-4831

Fax: 239-693-6453

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) John Mader Enterprises, Inc.	
	2 Business name/disregarded entity name, if different from above. Mader Electric Motors	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 18161 N. Tamiami Trail		Requester's name and address (optional)
6 City, state, and ZIP code N. Fort Myers, FL 33903		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

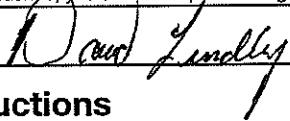
Social security number									
			-				-		
or									
Employer identification number									
6	5	-	0	0	4	8	5	3	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 1-2-2026
-----------	--	----------------------

General Instructions

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

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

What's New

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

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

Purpose of Form

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2025

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 2290 Lucien Way, Suite 400 Maitland FL 32751		CONTACT NAME: Amy Manor CRIS PHONE (A/C, No, Ext): (407) 660-8282 FAX (A/C, No): (407) 660-2012 E-MAIL ADDRESS: Amy.Manor@bbrown.com	
INSURED John Mader Enterprises, Inc. DBA Mader Electric Motors 18161 North Tamiami Trail N Ft Myers FL 33903		INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Company INSURER B: Auto-Owners Insurance Company INSURER C: Technology Insurance Company, Inc. INSURER D: INSURER E: INSURER F:	
		NAIC # 10190 18988 42376	

COVERAGES **CERTIFICATE NUMBER:** CL2512169262 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		72319207-25	12/01/2025	12/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
	B						☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	51-402846-01	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000				
							A				☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	51-402846-02	12/01/2025	12/01/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
											C				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y N/A
A	Inland Marine Rented Equipment			72319207-25	12/01/2025	12/01/2026	Limit \$375,000								

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

City of Tarpon Springs is granted additional insured status by the General Liability policy with regards to the operations of the named insured when required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Tarpon Springs 324 E. Pine Street Tarpon Springs FL 34689-8197	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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State of Florida

Department of State

I certify from the records of this office that MADER ELECTRIC MOTORS is a Fictitious Name registered with the Department of State on March 9, 2016.

The Registration Number of this Fictitious Name is G16000025232.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on January 6, 2021, and expires on December 31, 2026.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Seventh day of January, 2021*



Randy R. Lee

Secretary of State

My Company Account

My Company Profile

Company Information

Company Name

John Mader Enterprises

Company ID

366251

Employer Identification Number (EIN)

650048538

DUNS Number

NAICS Code

811

Subsector

Repair and Maintenance

[Edit Company Information](#)

Doing Business As (DBA) Name

Mader Electric Motors

Enrollment Date

Oct 20, 2010

Unique Entity Identifier (UEI)

Total Number of Employees

20 to 99

Sector

Other Services (Except Public Administration)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

18161 N Tamiami Trail
North Fort Myers, FL 33903

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)



CITY OF TARPON SPRINGS, FL

Procurement Services

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

INVITATION TO BID

ELECTRIC MOTOR AND PUMP REPAIR SERVICES for THE CITY OF TARPON SPRINGS

Date: May 29, 2026

Bid No.: 260169-B-AS

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

3:00 p.m., June 17, 2026

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

Electric Motor and Pump Repair Services for the City of Tarpon Springs

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

Instructions to Bidders

Submission and Receipt of Bids

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

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

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

Preparation of Bids

Bids will be prepared in accordance with the following:

BID FORM

BID No. 260169-B-AS

Electric Motor and Pump Repair Services

BIDDER PSI Technologies Inc

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- b. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BID FORM PRICING
BID No. 260169-B-AS
Electric Motor and Pump Repair Services

EXHIBIT "A" – MOTOR/PUMP REPAIR EQUIPMENT LIST PRICE TAB
ATTACHED FOR REFERENCE. SUBMIT PRICING THROUGH BONFIRE.

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Payment: We accept Visa for payment: X Yes No. Payment must be processed in 0 days after receipt of proper invoice or services accepted (whichever is the latter). Point of Sale Only

Bidder will furnish all goods and services in accordance with the Contract Documents for the unit prices provided in the Pricing Sheet for the Motor/Pump Repair Equipment List. All quantities are estimated. Actual needs may vary.

Motors: In the Pricing Sheet provided, bidders shall provide pricing to rebuild motors with new bearings and rewinding the motor.

Pumps: Bidders shall provide pricing for rebuilding pumps to include new seals, bearings, single stage impeller, wear ring, 30-foot OEM pump cord (note: no cord on the VTP). Any need for a cord over 30' will be paid for under parts process. Any items not needed will be credited off the contract pricing (i.e. pump does not need a replacement impeller at this time).

Vendor parts markup 10% % (Note: not to exceed 10%)

**** (All Inclusive)** – Include any charge for travel time in the requested labor unit prices. Hourly rate will NOT be portal-to-portal but will commence from Clock-In Time at the City Facility. Bidders shall adjust their rates accordingly.

Price Extension for Additional Units:

The City, through its Procurement Services Director, may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

12 months for 25 additional units after award of this bid.
(Number) (No. of Units*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

* Please insert of number of unit (not to exceed the bid quantity).

Bidder: PSI Technologies Inc.

Address: 3520 Investment Lane Ste.#3

City: Riviera Beach State: Florida Zip: 33404

Phone No.: 305-998-1371 Fax No.: _____ Email: tommy@psi-techinc.com

Eric Doverspike - President

Printed Name and Title

Eric Doverspike

Authorized Signature

6.16.2026

Date

Does your Firm own a crane? Yes X No _____

List at least 5 References

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

1.Project/Contract Name:	Pasco County Maintenance Contract
Dollar Value:	750,000.00
Contact Name:	Maynard Vickers
Email:	mvickers@pascocountyfl.net
Phone Number:	727-810-0703
Agency/Company Name:	Pasco County Florida
Address:	19420 Central Blvd. Land O' Lakes Fl. 34637
Date completed/or if in Progress:	Since 2021 to Present
2. Project/Contract Name:	City of Zephyrhills Maintenance Contract
Dollar Value:	245,000
Contact Name:	OJ Kurk
Email:	okurk@ci.zephyrhills.fl.us OKurk@zephyrhills.gov
Phone Number:	813-713-6116
Agency/Company Name:	City of Zephyrhills
Address:	39825 Alston Ave. Zephyrhills Florida 33542
Date completed/or if in Progress:	2022 to Present

3. Project/Contract Name:	City of Dade City Motor and Pump Repair
Dollar Value:	\$250,000
Contact Name:	John Braxton
Email:	JBraxton@DadeCityFl.com
Phone Number:	813-638-9041
Agency/Company Name:	City of Dade City
Address:	38303 Irvin Ave. Dade City Florida 33525
Date completed/or if in Progress:	2025 to 2026
4. Project/Contract Name:	City of Auburndale Spray Field Valve Repair
Dollar Value:	75,000
Contact Name:	Jorge Escobar
Email:	jescobedo@auburndalefl.com
Phone Number:	863-662-7052
Agency/Company Name:	City of Auburndale
Address:	1 Bobby Green Place, Auburnrndale Florida 33823
Date completed/or if in Progress:	2025
5. Project/Contract Name:	City of Auburndale Water Deep Turbine Well
Dollar Value:	78,000.00
Contact Name:	Brian Morse
Email:	Bmorse@auburndalefl.com
Phone Number:	863-602-6386
Agency/Company Name:	City of Auburndale
Address:	Braddock Road WWTP
Date completed/or if in Progress:	2025 to 2026

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information

Company Name: PSI Technologies Inc

Contact Name: Sales - Tommy Nichols

Address: 3520 Investment Lane Unit # 3

Address: _____

City: Riviera Beach State: FL Zip: 33404

Telephone: Ofc: 305-998-1371 - Cell: 813-955-1111 Fax: 561-270-4236

E-Mail Address: Tommy@psi-techinc.com Website: psi-techinc..com

2. How long has your firm been in business? 2017

3. How long has your firm provided these services? 2017

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

5. How many full and part-time employees do you currently employee?
- Full-time: 26 Part-time: 1

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

Category	# of employees
Drivers	4
Repair Shop	5
Outside Sales	7
Clerical Office	5
Clerical Remote	5
Administrative	1

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?

- RAY GRETZINGER - REPAIR & SERVICE MANAGER - 6 YRS - PSI
30 YRS EXPERIENCE IN ELECTRIC MOTORS, PUMPS, POWER
TRANSMISSION EQUIPMENT AND REPAIR & SERVICE

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

MEGGER DX - DIAGNOSTIC STATIC MOTOR TESTER
DYNAMIC RESEARCH - DYNAMIC BALANCING MACHINE
SAMATIC 2780 EXT - WINDING MACHINE
PCP - BURNOUT OVEN, STEELMAN INDUSTRIES - BAKE OVEN

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

N/A

10. Have you had a contract terminated by a customer in the past 3 years? No If yes, please explain.

11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).
12. Provide a copy of your firm's Federal Employer Tax ID certificate (W9).
13. Provide a copy of all your current insurance coverage for General Liability, Automobile and Workers' Compensation.
14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).
15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
- 1) Workers' Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$200,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$200,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis", such insurance to include coverage for loading and unloading hazards.
 - 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement of the policy:
- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

AGREEMENT EXHIBIT CERTIFICATION

The CITY OF Tarpon Springs (City), a municipal corporation with principal offices located at 324 East Pine St, Tarpon Springs FL, 34689, and CONTRACTOR executing this document by and through its authorized agent

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1.2.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

1.2.2. Is engaged in business operations in Syria.

1.3. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the

subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST


Signature of Corporate Secretary

Patti Marchetti

Type/Print Name of Corporate Secy.

June 13, 2026

Date

(CORPORATE SEAL)

PSI Technologies Inc

Company Name


Signature

Patti Marchetti

Type/Print Name

June 13, 2026

Date

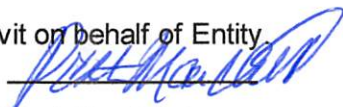
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: June 13, 2026

Signed: 

Entity: PSI Technologies Inc

Name: Patti Marchetti

Title: Director/Secretary/Treasurer

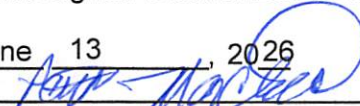


Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: June 13, 2026

Signed: 

Entity: PSI Technologies Inc

Name: Patti Marchetti

Title: Director/Secretary/Treasurer



**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST**

Respondent Vendor Name: PSI Technologies Inc

Proposer/Contractor FEIN:
81-4980985

Proposer/Contractor's Authorized Representative Name and Title:
Patti Marchetti - Director/Secretary/Treasurer

Address:
Mailing Address: 151 N Nob Hill Road Suite 293

City: Plantation State: FL Zip: 33324

Phone Number:
954-444-9009

Email Address:
patti@psi-techinc.com

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by:
Patti Marchetti



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

Print Name and Title:

Patti Marchetti -Director/Secretary/Treasurer

Date: June 13, 2026



							Electrical & Mechanical Maintenance		Mader Electric Motors		PSI Technologies, Inc.	
Total Cost Selected # Selected (\$)							\$ 201,600.0 0 \$ 0		\$ 778,001.0 0 \$ 0		\$ 1,103,013.37 0 \$ 0	
#	Items	Lowest	QuantityRequired	Horsepower	ModelNumber	UnitofMeasure	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
0	No Basket (66)											
#0-1	Emerson Motor	\$ 1,500.0	1	100	H080306487-100R-03	Each	\$ 1,500.0	\$ 1,500.0	\$ 5,890.0	\$ 5,890.0	\$ 5,610.0	\$ 5,610.0
#0-2	GE Motor	\$ 1,500.0	1	100	L405VP	Each	\$ 1,500.0	\$ 1,500.0	\$ 5,890.0	\$ 5,890.0	\$ 5,610.0	\$ 5,610.0
#0-3	Fairbanks Nijhuis VTP	\$ 1,000.0	1	30	13H T4A2441031	Each	\$ 1,000.0	\$ 1,000.0	\$ 7,250.0	\$ 7,250.0	\$ 15,715.0	\$ 15,715.0
#0-4	Flygt Pump	\$ 4,600.0	2	14	3152.181-09300	Each	\$ 2,300.0	\$ 4,600.0	\$ 8,925.0	\$ 17,850.0	\$ 13,550.0	\$ 27,100.0
#0-5	Flygt Pump	\$ 2,500.0	1	30	3171.185-185007	Each	\$ 2,500.0	\$ 2,500.0	\$ 9,488.0	\$ 9,488.0	\$ 16,930.0	\$ 16,930.0
#0-6	Simflo VTP	\$ 1,000.0	1	30	N/A	Each	\$ 1,000.0	\$ 1,000.0	\$ 9,860.0	\$ 9,860.0	\$ 15,715.0	\$ 15,715.0
#0-7	ABS	\$ 2,500.0	1	33.5	XFP300J-CH2-PE250/8-J-1	Each	\$ 2,500.0	\$ 2,500.0	\$ 6,215.0	\$ 6,215.0	\$ 14,590.5	\$ 14,590.5
#0-8	Myers Pump	\$ 8,000.0	8	5	4VH50M4-23	Each	\$ 1,000.0	\$ 8,000.0	\$ 6,100.0	\$ 48,800.0	\$ 6,285.0	\$ 50,280.0
#0-9	Myers Pump	\$ 7,200.0	6	7.5	4VH75M4-23	Each	\$ 1,200.0	\$ 7,200.0	\$ 6,400.0	\$ 38,400.0	\$ 7,250.0	\$ 43,500.0
#0-10	Myers Pump	\$ 7,200.0	6	7.5	4VH75M4-46	Each	\$ 1,200.0	\$ 7,200.0	\$ 7,330.0	\$ 43,980.0	\$ 7,250.0	\$ 43,500.0
#0-11	Myers Pump	\$ 1,400.0	1	10	4VH10M4-23	Each	\$ 1,400.0	\$ 1,400.0	\$ 6,835.0	\$ 6,835.0	\$ 8,385.0	\$ 8,385.0
#0-12	Myers Pump	\$ 1,400.0	1	10	4VH10M4-46	Each	\$ 1,400.0	\$ 1,400.0	\$ 6,835.0	\$ 6,835.0	\$ 8,385.0	\$ 8,385.0
#0-13	Myers Pump	\$ 16,800.0	12	15	4VH150M4-23	Each	\$ 1,400.0	\$ 16,800.0	\$ 7,440.0	\$ 89,280.0	\$ 9,377.0	\$ 112,524.0
#0-14	Myers Pump	\$ 3,200.0	1	30	12VL300M843	Each	\$ 3,200.0	\$ 3,200.0	\$ 9,488.0	\$ 9,488.0	\$ 20,500.0	\$ 20,500.0
#0-15	Myers Pump	\$ 5,000.0	1	40	6VC400M4-43	Each	\$ 5,000.0	\$ 5,000.0	\$ 9,900.0	\$ 9,900.0	\$ 19,135.5	\$ 19,135.5
#0-16	Myers Pump	\$ 5,000.0	1	40	12VL400M843	Each	\$ 5,000.0	\$ 5,000.0	\$ 9,900.0	\$ 9,900.0	\$ 22,790.0	\$ 22,790.0
#0-17	RUHRPUMPEN VTP	\$ 3,000.0	1	100	13D175	Each	\$ 3,000.0	\$ 3,000.0	\$ 12,800.0	\$ 12,800.0	\$ 44,165.0	\$ 44,165.0
#0-18	Peerless VTP	\$ 3,000.0	1	100	M14MC/LC / 3	Each	\$ 3,000.0	\$ 3,000.0	\$ 12,800.0	\$ 12,800.0	\$ 44,165.0	\$ 44,165.0
#0-19	Nidec Motor	\$ 100	1	30	FMB0914131A01	Each	\$ 100	\$ 100	\$ 3,552.0	\$ 3,552.0	\$ 3,960.0	\$ 3,960.0
#0-20	US Electric Motor	\$ 100	1	30	11712703-100	Each	\$ 100	\$ 100	\$ 3,552.0	\$ 3,552.0	\$ 3,960.0	\$ 3,960.0
#0-21	US Electric Motor	\$ 100	1	40	F209A022346R113M	Each	\$ 100	\$ 100	\$ 3,980.0	\$ 3,980.0	\$ 4,353.0	\$ 4,353.0
#0-22	Baldor Motor	\$ 100	1	50	10H352Y110H2	Each	\$ 100	\$ 100	\$ 4,460.0	\$ 4,460.0	\$ 4,929.0	\$ 4,929.0
#0-23	Baldor Motor	\$ 100	1	75	A36-7283-1513	Each	\$ 100	\$ 100	\$ 5,491.0	\$ 5,491.0	\$ 6,850.0	\$ 6,850.0
#0-24	Reliance Motor	\$ 100	1	75	7362353-001FK	Each	\$ 100	\$ 100	\$ 5,491.0	\$ 5,491.0	\$ 6,850.0	\$ 6,850.0
#0-25	Vogelsang Pump	\$ 100	1	10	VX136-70QMOHZ	Each	\$ 100	\$ 100	\$ 6,835.0	\$ 6,835.0	\$ 13,100.75	\$ 13,100.75
#0-26	SEW GEARDRIVE	\$ 100	1	7.5	KAF77 DV132S4	Each	\$ 100	\$ 100	\$ 2,450.0	\$ 2,450.0	\$ 10,125.0	\$ 10,125.0
#0-27	SEW GEARDRIVE	\$ 100	1	5	KAF77 DFFV100L4	Each	\$ 100	\$ 100	\$ 2,450.0	\$ 2,450.0	\$ 9,730.0	\$ 9,730.0
#0-28	SEW GEARDRIVE	\$ 100	1	5	DFT100LS4-KS-102	Each	\$ 100	\$ 100	\$ 2,450.0	\$ 2,450.0	\$ 9,730.0	\$ 9,730.0
#0-29	SEW GEARDRIVE	\$ 100	1	1	FAF37DT80K4	Each	\$ 100	\$ 100	\$ 2,000.0	\$ 2,000.0	\$ 4,855.0	\$ 4,855.0
#0-30	U.S. Motors	\$ 700	1	50	BF54A	Each	\$ 700	\$ 700	\$ 4,460.0	\$ 4,460.0	\$ 4,750.0	\$ 4,750.0
#0-31	Yeomans Motor	\$ 100	1	7.5	(Frame #) 210CL6	Each	\$ 100	\$ 100	\$ 2,441.0	\$ 2,441.0	\$ 9,451.1	\$ 9,451.1
#0-32	Myers Pump	\$ 200	2	2	3MW20M4-21	Each	\$ 100	\$ 200	\$ 5,270.0	\$ 10,540.0	\$ 3,600.0	\$ 7,200.0
#0-33	Myers Pump	\$ 25,600.0	8	20	6VC200M4-23	Each	\$ 3,200.0	\$ 25,600.0	\$ 8,975.0	\$ 71,800.0	\$ 16,250.0	\$ 130,000.0
#0-34	Flowserve Pump	\$ 2,000.0	1		Horizontal s 6LR-18A	Each	\$ 2,000.0	\$ 2,000.0	\$ 27,000.0	\$ 27,000.0	\$ 16,205.25	\$ 16,205.25
#0-35	Flowserve Pump	\$ 7,000.0	1		6 stage VT 15EMM-6	Each	\$ 7,000.0	\$ 7,000.0	\$ 13,000.0	\$ 13,000.0	\$ 21,071.82	\$ 21,071.82
#0-36	Flowserve Pump	\$ 2,000.0	1		50 HP Horiz 3LR-9A	Each	\$ 2,000.0	\$ 2,000.0	\$ 21,000.0	\$ 21,000.0	\$ 11,458.93	\$ 11,458.93
#0-37	Flowserve Pump	\$ 2,000.0	1		100 HP Horiz 5LR-15D	Each	\$ 2,000.0	\$ 2,000.0	\$ 17,500.0	\$ 17,500.0	\$ 12,887.5	\$ 12,887.5
#0-38	Flowserve Pump	\$ 2,000.0	1		Horizontal s 8LR-14A	Each	\$ 2,000.0	\$ 2,000.0	\$ 17,500.0	\$ 17,500.0	\$ 12,887.5	\$ 12,887.5
#0-39	Flowserve Pump	\$ 2,000.0	1		Horizontal s 2K6X4-13RV	Each	\$ 2,000.0	\$ 2,000.0	\$ 21,000.0	\$ 21,000.0	\$ 15,673.29	\$ 15,673.29

#0-40	Meyers LS Pump & Motor	\$ 100	1	5	WG 50X-43-35	Each	\$ 100	\$ 100	\$ 2,293.0	\$ 2,293.0	\$ 5,505.0	\$ 5,505.0
#0-41	U.S. Motors	\$ 3,500.0	1	450	Frame 5008VP Nameplate	Each	\$ 3,500.0	\$ 3,500.0	\$ 23,000.0	\$ 23,000.0	\$ 26,870.0	\$ 26,870.0
#0-42	Baldor Motor	\$ 100	1	3	Frame 145JM	Each	\$ 100	\$ 100	\$ 2,293.0	\$ 2,293.0	\$ 1,243.0	\$ 1,243.0
#0-43	Baldor Motor	\$ 100	1	5	06H002W352	Each	\$ 100	\$ 100	\$ 2,293.0	\$ 2,293.0	\$ 1,507.5	\$ 1,507.5
#0-44	Baldor Motor	\$ 100	1	7.5	Frame 213TC	Each	\$ 100	\$ 100	\$ 2,441.0	\$ 2,441.0	\$ 1,978.65	\$ 1,978.65
#0-45	Baldor Motor	\$ 100	1	15	Frame 284T	Each	\$ 100	\$ 100	\$ 2,856.0	\$ 2,856.0	\$ 2,091.0	\$ 2,091.0
#0-46	Baldor Motor	\$ 100	1	25	Frame 284T	Each	\$ 100	\$ 100	\$ 3,277.0	\$ 3,277.0	\$ 4,975.0	\$ 4,975.0
#0-47	Siemens Motor	\$ 100	1	5	CC032A	Each	\$ 100	\$ 100	\$ 2,293.0	\$ 2,293.0	\$ 1,507.0	\$ 1,507.0
#0-48	Marathon Motor	\$ 100	1	0.5	Frame 56C	Each	\$ 100	\$ 100	\$ 1,500.0	\$ 1,500.0	\$ 600	\$ 600
#0-49	WEG	\$ 100	1	40	Frame 364/5T	Each	\$ 100	\$ 100	\$ 3,980.0	\$ 3,980.0	\$ 2,700.0	\$ 2,700.0
#0-50	WEG	\$ 100	1	50	Frame 324/6TS	Each	\$ 100	\$ 100	\$ 4,460.0	\$ 4,460.0	\$ 2,850.0	\$ 2,850.0
#0-51	WEG	\$ 900	1	75	Frame 364/5T	Each	\$ 900	\$ 900	\$ 5,491.0	\$ 5,491.0	\$ 4,950.0	\$ 4,950.0
#0-52	WEG	\$ 1,200.0	1	150	Frame 444/5TS	Each	\$ 1,200.0	\$ 1,200.0	\$ 8,171.0	\$ 8,171.0	\$ 7,650.0	\$ 7,650.0
#0-53	SEW/Euro-Drive	\$ 300	1	10	DRE132MC4-KS	Each	\$ 300	\$ 300	\$ 4,600.0	\$ 4,600.0	\$ 11,543.7	\$ 11,543.75
#0-54	Sumitomo Mixer	\$ 4,000.0	2	15	C20VMS15-617YC-25	Each	\$ 2,000.0	\$ 4,000.0	\$ 4,780.0	\$ 9,560.0	\$ 8,440.0	\$ 16,880.0
#0-55	Kaeser Blower	\$ 100	1	5	BB-C Com-paK Plus	Each	\$ 100	\$ 100	\$ 2,300.0	\$ 2,300.0	\$ 15,714.2	\$ 15,714.29
#0-56	Aspiro Plus Aspirator	\$ 100	1	60	ASP-AQP3-60.0-F8-SS	Each	\$ 100	\$ 100	\$ 4,800.0	\$ 4,800.0	\$ 35,714.2	\$ 35,714.29
#0-57	w/10 hp blower unit	\$ 100	1	10	N/A	Each	\$ 100	\$ 100	\$ 6,100.0	\$ 6,100.0	\$ 36,285.7	\$ 36,285.75
#0-58	Regular Hourly Shop Labor R	\$ 45,000.0	600	** (All Inclusive)	** (All Inclusive)	Hour	\$ 80	\$ 48,000.0	\$ 75	\$ 45,000.0	\$ 85	\$ 51,000.0
#0-59	Regular Hourly Field Labor R	\$ 6,480.0	72	** (All Inclusive)	** (All Inclusive)	Hour	\$ 90	\$ 6,480.0	\$ 95	\$ 6,840.0	\$ 95	\$ 6,840.0
#0-60	Overtime Hourly Rate	\$ 640	8	Per Person *	Per Person ** (All Inclusive)	Hour	\$ 80	\$ 640	\$ 110	\$ 880	\$ 127.5	\$ 1,020.0
#0-61	Nights Hourly Labor Rate	\$ 640	8	Per Person *	Per Person ** (All Inclusive)	Hour	\$ 80	\$ 640	\$ 120	\$ 960	\$ 127.5	\$ 1,020.0
#0-62	Weekend Hourly Labor Rate	\$ 640	8	Per Person *	Per Person ** (All Inclusive)	Hour	\$ 80	\$ 640	\$ 125	\$ 1,000.0	\$ 127.5	\$ 1,020.0
#0-63	Holiday Hourly Labor Rate	\$ 640	8	Per Person *	Per Person ** (All Inclusive)	Hour	\$ 80	\$ 640	\$ 125	\$ 1,000.0	\$ 127.5	\$ 1,020.0
#0-64	Ceramic Coating Rehabilitation	\$ 1,500.0	20	N/A	N/A	kg	\$ 75	\$ 1,500.0	\$ 400	\$ 8,000.0	\$ 475	\$ 9,500.0
#0-65	17-20 Ton Crane/Operator H	\$ 9,360.0	72	N/A	N/A	Hour	\$ 130	\$ 9,360.0	\$ 225	\$ 16,200.0	\$ 150	\$ 10,800.0
#0-66	40-45 Ton Crane w/Operator	\$ 1,600.0	8	N/A	N/A	Hour	\$ 250	\$ 2,000.0	\$ 750	\$ 6,000.0	\$ 200	\$ 1,600.0



Memorandum

Date: August 11, 2026
To: Mayor and Board of Commissioners
Through: Bob Robertson, Director of Project Administration
From: Patricia Hall, Senior Procurement Analyst
Subject: Renew File No. 250213-C-PH, Guardian Fueling Technologies (**Chris Cotta Public Works Director, Jake Schaff Fleet Manager, Bob Robertson Interim Procurement Services Director**)

Recommendation

Renew File No. 250213-C-PH, Above Ground Fuel and Fluid Storage with Related Hardware, Software, and Services to Guardian Fueling Technologies, an authorized dealer and partner of Syn-Tech Systems, Inc., utilizing the Sourcewell Contract No. 081524, in an estimated annual amount of \$30,000.00 for the period of August 5, 2026 through August 4, 2027 for the Public Works Department – Fleet Maintenance.

Background

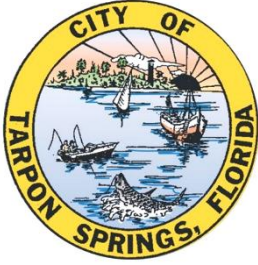
On July 22, 2025, the Board approved the use of this contract. The purpose of this contract is to provide repairs and maintenance of the City's fuel pumps, fuel tanks, and fuel management system. Guardian also performs the annual operability test of the City's fuel tanks and fuel pumps as required by the Florida Department of Environmental Protection (see attached memo). Guardian Fueling Technologies is the authorized dealer for Syn-Tech Systems, which was awarded a contract through Sourcewell. All Sourcewell contracts have been awarded by virtue of a competitive public process. Sourcewell awards all contracts which can then be made available to local governments.

Funding

Funding is available in account 505-4107-590.52-11, Operating Supplies/Vehicle Fuel

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

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

To: Bob Robertson, Interim Procurement Services Director

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

From: Jake Schaff, Fleet Manager *Jake Schaff*

Date: August 4, 2026

Re: Renew File No. 250213-C-PH, Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

Recommendation:

Renew File No. 250213-C-PH, Aboveground Fuel and Fluid Storage with Related Hardware, Software, and services utilizing Sourcewell Contract No. 081524 with Guardian Fueling Technologies through Syn-Tech Systems, effective August 5, 2026, through August 4, 2027, in an estimated annual amount of \$30,000, for the Public Works Department - Fleet Maintenance Division (Fleet).

Background:

Guardian Fueling Technologies is used for repairs and maintenance of the City's fuel pumps, fuel tanks, and fuel management system (FMLive). Guardian also performs the annual operability test of the City's fuel tanks and fuel pumps required by the Florida Department of Environmental Protection. Authorization of this contract will allow Fleet to purchase as needed parts for the fuel pumps, and any repairs needed to keep the fuel pumps operational.

Funding:

Funding will come from account #505-4107-590.52-11, Operating Supplies/Vehicle Fuel.



CITY OF TARPON SPRINGS, FL
Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director *QL*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *PH*
DATE: 7/22/2025
SUBJECT: Award File No. 250213-C-PH, Guardian Fueling Technologies

RECOMMENDATION:

Award File No. 250213-C-PH, Above Ground Fuel and Fluid Storage with Related Hardware, Software, and Services to Guardian Fueling Technologies, an authorized dealer and partner of Syn-Tech Systems, Inc., utilizing the Sourcewell Contract No. 081524, in an estimated annual amount of \$30,000.00 for the period of August 5, 2025 through August 4, 2026 for the Public Works Department – Fleet Maintenance.

BACKGROUND:

The purpose of this contract is to provide repairs and maintenance of the City's fuel pumps, fuel tanks, and fuel management system. Guardian also performs the annual operability test of the City's fuel tanks and fuel pumps as required by the Florida Department of Environmental Protection (see attached memo). Guardian Fueling Technologies is the authorized dealer for Syn-Tech Systems, which was awarded a contract through Sourcewell. All Sourcewell contracts have been awarded by virtue of a competitive public process. Sourcewell awards all contracts which can then be made available to local governments.

FUNDING: Funding is available in account 505-4107-590.52-11.

Accepted by: _____

Chad Hall
City Manager

Attest: _____

Jane S. Seal
City Clerk





City of Tarpon Springs, Florida

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

To: Janina Lewis, Procurement Director

Through: Bob Robertson, Interim Public Works Director

From: Derrick Harris, Fleet Operation Coordinator

Date: July 3, 2025

Re: Authorize File No. 250213-C-PH, Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services.

Recommendation:

Authorize File No. 250213-C-PH, Aboveground Fuel and Fluid Storage with Related Hardware, Software, and services utilizing Sourcewell Contract No. 081524 with Guardian Fueling Technologies through Syn-Tech Systems. Effective August 5, 2025, through August 4, 2026, in an estimated annual amount of \$30,000, for the Public Works Department- Fleet Maintenance Division (Fleet).

Background:

Guardian Fueling Technologies is used for repairs and maintenance of the City's fuel pumps, fuel tanks, and fuel management system (FMLive). Guardian also performs the annual operability test of the City's fuel tanks and fuel pumps required by the Florida Department of Environmental Protection. Authorization of this contract will allow Fleet to purchase as needed parts for the fuel pumps, and any repairs needed to keep the fuel pumps operational.

Funding:

Funding will come from account #505-4107-590.52-11.

**MASTER AGREEMENT #081524****CATEGORY: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services****SUPPLIER: Syn-Tech Systems, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Syn-Tech Systems, Inc., 100 Four Points Way, Tallahassee, FL 32305 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

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

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

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

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

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

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

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

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

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

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

Article 3: Supplier Obligations to Participating Entities

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

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

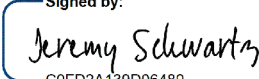
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate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

081524-SYS

Sourcewell

Syn-Tech Systems, Inc.

Signed by:



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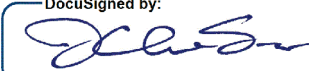
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/20/2024 | 11:22 AM CST

DocuSigned by:



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By: _____

Chad Smith

Title: Director of Purchasing

Date: 11/20/2024 | 11:12 AM CST

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

Vendor Details

Company Name: SYN-TECH SYSTEMS, INC

Does your company conduct business under any other name? If yes, please state: Florida

Address: 100 Four Points Way
Tallahassee
Tallahassee, Florida 32305

Contact: Sara Halpin

Email: Sara.halpin@myfuelmaster.com

Phone: 800-888-9136 1340

Fax: 800-888-9136

HST#:

Submission Details

Created On: Tuesday July 16, 2024 09:10:05

Submitted On: Thursday August 15, 2024 12:12:31

Submitted By: Shane Smith

Email: Shane.Smith@myfuelmaster.com

Transaction #: 85dfdefa-0970-4eb1-b25a-2944f1187485

Submitter's IP Address: 63.148.217.19

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Syn-Tech Systems, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	56672	*
5	Provide your NAICS code applicable to Solutions proposed.	334514	
6	Proposer Physical Address:	100 Four Points Way Tallahassee, FL 32305	*
7	Proposer website address (or addresses):	www.myfuelmaster.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	D. Shane Smith Vice President, Sales & Marketing shane.smith@myfuelmaster.com 850-878-2558 x1003	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sara Dunlap Fletcher Marketing/Operations Manager sara.dunlap@myfuelmaster.com 850-878-2558 x1311	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dave Landoch Regional Sales Director Dave.Landoch@myfuelmaster.com 303-345-3046	

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

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Syn-Tech Systems (STS) was formed in 1989 to purchase its predecessor company HCI Inc. which had pioneered the deployment of the Automated Fuels Accounting System for the U.S. Air Force beginning in 1979. Its overwhelming success led to entry into the commercial market in 1987 by successfully responding to an RFP issued by North Carolina DOT. Today the company supplies 28 State DOT's among its 9,000 customers. Its reputation as the premier supplier in its market segment is evidenced by its ability to acquire, maintain, and satisfy its customers over many decades. The achievements of Syntech and its success in its market space is fostered by SEVEN core values listed in the EMPLOYEE HANDBOOK. A brief explanation of each is as follows: 1. The company exists to SERVE its customers exceptional value and if successful entitled to a REASONABLE (not excessive) profit. 2. The company is based around successful LONG-TERM relationships with its customers. 3. The company is based around successful LONG-TERM relationships with its employees, vendors, and professionals. 4. All personnel must understand the value of HONEST and ETHICAL dealings with all entities and the need to establish and maintain TRUST in all relationships. 5. The company strives for long-term financial stability but must effectively manage itself such that ANNUAL FINANCIAL LOSSES are not incurred. (Income Statement) 6. The company must maintain a strong FINANCIAL CONDITION such that it can overcome unexpected financial stress. (Balance Sheet) (COVID-19 example) 7. The company and all its employees, agents, and associates understand the destructive nature of ARROGANCE/SELF IMPORTANCE and the effort to recognize and eliminate this behavior.	*
12	What are your company's expectations in the event of an award?	Syntech (STS) was first awarded a National Joint Powers Alliance (NJPA) contract in 2011 and has been extraordinarily successful in serving the Sourcewell Governmental client base. This success is reflected in the following statistics: 1. Since its inception in 2011 STS has delivered over \$20 million in goods & services to Sourcewell member agencies through over 3,500 transactions. 2. STS estimates the above include approximately 700 individual Sourcewell end-users with this increasing by about 130-150 per year. 3. With a customer base of over 9,000, many of which are member agencies, the potential to assist them with acquiring the latest technology (FMLive) is substantial.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	Syntech has had outstanding operational and financial success through its 30 years of existence. This is demonstrated by the following facts: • The company has never incurred an annual financial loss in its 30 year history. • The company enjoys a very high credit rating score (either a AAAA1 or AAAA2) as rated by Dun & Bradstreet • The company has over 9,000 current customers and has installed over 22,000+ Island Computer Systems. • The company has an independent audit performed by PricewaterhouseCoopers for 30 consecutive years with no audit qualifications. • The company has accumulated net worth of \$19,821,789 thru 12/31/2023, and has extinguished all long-term debt.	*
14	What is your US market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~35%. In the Passive Island Controller Systems (AIM) this is estimated to be ~76% and among Real Time Cloud Support is believed to be over 80%.	*
15	What is your Canadian market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~22%. In the Passive Island Control Systems (AIM) this is estimated to be ~40%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Syntech has never petitioned for bankruptcy protection.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Syntech is best described as an Engineering Development & manufacturing enterprise. Syntech is unique to its market segment by employing a large direct sales force to assist distributors and accurately communicate directly with end users of our products. Due to the highly technical nature of the products, this results in a much better customer understanding of the products and their benefits, and how to be successful using them. This approach consistently leads to an exceedingly high Customer Satisfaction Index of around 95%, which has been measured for twenty-two consecutive years using the same survey methodology. See attached "2024 SALES MAP with Canada" document for a complete breakout of sales regions across the United States and Canada. In addition to our internal sales force, Syntech has cultivated a network of over 500 active distributors. These distributors are system installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer. Our Internal sales force are all Direct Syntech Employees, and the distributor network are independent companies that sell our products and services.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Syntech maintains safety certifications, ensuring our products are safe to operate within a hazardous fueling zone. Additionally, our products which emit a wireless signal are certified for Electromagnetic Interference and Electromagnetic Compatibility (EMI/EMC) See attached "Safety-EMC-EMI Certifications" document for a complete listing of hardware certifications. In addition, Syntech also maintains information security certifications for Payment Application Data Security Standard (PA DSS), Payment Card Industry Data Security Standard (PCI DSS), Europay Mastercard Visa (EMV), Federal Information Processing Standard (FIPS) 140-2. Finally, our systems have been assessed and have received the Authority to Operate (ATO) on the Department of Homeland Security internal network. Finally, individual certifications for Security+, Certified Information System Security Professional (CISSP), Windows Operating System Fundamentals (MTA 98-349), HDI Support Center Manager, and AWS Certified Cloud Practitioner, are held by our employees.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Syntech has never been suspended, debarred, or punished for any reason over its entire 30 year history.	*
20	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None	
21	Describe any relevant industry awards or recognition that your company has received in the past five years	2018 - Highest Credit Rating (AAAA1) Syntech retired its remaining long-term debt to become completely debt-free. The company continues to be recognized by 'Dun & Bradstreet' with a very high credit rating score (either a AAAA1 or AAAA2) for a business its size. 2017 - Florida State University College of Business Hall of Fame Syntech Systems CEO, Douglas Dunlap inducted in the Florida State University College of Business Hall of Fame for exceptional professional and personal achievements. 2016 - Made in Tallahassee Awarded the 'Made in Tallahassee' award by the Economic Development Council for companies who are headquartered in Tallahassee and whose products are marketed nationally. 2015 - Innovation and Technology Business of the Year Awarded the 'Innovation and Technology Business of the Year' by the Greater Tallahassee Chamber of Commerce	*
22	What percentage of your sales are to the governmental sector in the past three years	78% of sales were made to customers in the governmental sector over the past three years.	*
23	What percentage of your sales are to the education sector in the past three years	15% of Syntech's sales were made to customers in the education sector over the past three years.	*

24	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Syntech has state, provincial, or cooperative purchasing contracts with the following entities: sales volume for each over the past three years is also listed: Sourcewell - \$6,634,683 Texas Buy Board - \$315,318	*
25	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Syntech does not currently hold any of the referenced contracts or agreements.	*

Table 2A: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
US Customs and Border Protection	Wendy Neighbours	317-628-7153	*
City of Tallahassee	Jason Ford	850-556-3242	*
City of Berkeley, CA	Greg Ellington	510-981-6469	*
City of Winter Park, FL	Luke Bryan	407-599-3593	
Arkansas Department of Transportation	Mark Holloman	501-569-2667	

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

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

Line Item	Question	Response *	
27	Sales force.	Syntech Systems employs a direct sales force divided into ten regions across the US and Canada, each headed by a Regional Sales Manager (RSM), and is the largest in the industry dedicated to Fuel Management. The RSM is responsible for management of the distributors in the region and meeting directly with end users to provide a professional presentation of our products. Additionally the company employs eight sales specialists who support the RSM's for aftermarket sales & upgrades, commercial aviation, maintenance & repair and national accounts. The Sales Force is further supported by a staff of five project managers and six support personnel including senior management for a total of 31 in the department. See attached "2024 SALES MAP with Canada" document for complete breakout of sales regions across the United States and Canada.	*
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	As detailed in Table 2, question 13, Syntech has cultivated a network of over 500 active distributors. These distributors are selected based on their dedication to customer support, their technical ability and staff, and their financial stability. This distributor base has complete coverage across the U.S. and Canada including more remote areas of Alaska, Hawaii, Puerto Rico, and the Caribbean. All distributors receive extensive technical and sales training and must be certified and recertified every two years. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.	*
29	Service force.	Syntech employs an in-house team of six Field Service Representatives to support and augment our distributor base, particularly with the more technical projects requiring additional expertise. Syntech distributors employ at least one FuelMaster certified technician on staff. With more than 2,000 FuelMaster-certified technicians across the U.S. and Canada, Syntech can provide world-class service wherever needed. Syntech also employs a Customer service/support team in a call-center format with 31 technicians including 2nd-level support for highly technical inquiries, as well as dedicated Distributor support and an in-house Engineering team of approximately 75 Engineers.	*

30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our dedicated and extensive sales force promotes, trains, and educates our Distributor base on the Sourcewell program. Syntech typically sells exclusively through our dedicated and certified Distributor base. Orders are typically placed by our Distributors with an order form and PO indicating if an order is designated Sourcewell. All orders go to our sales-order desk with a resolute staff that inputs the order into our order/accounting system. Generally, the RSM and/or aftermarket sales team participate in most orders to manage the sales process along with product details/options.	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When Syntech made the decision to enter the commercial market in 1987, we realized the distributors and technicians in the industry at that time supported mechanical equipment and were not familiar with complex computer equipment. This required that Syntech (1) develop modular hardware which could be easily repaired (2) employ sophisticated remote diagnostics to identify issues from Tallahassee, and (3) engage a highly responsive and competent support staff to maintain a 99% operational status for all equipment. This has led to the Syntech Customer Satisfaction Center which currently receives about 80,000 calls per year and maintains a customer satisfaction rating of about 95%. The single most important job is to RESTORE A DOWN FUEL SITE TO AN OPERATING CONDITION AS QUICKLY AS POSSIBLE AND IN HOURS AND NOT DAYS! Its operational parameters to achieve this and other services are as follows: (1) CSC includes a staff of 31 support personnel. (2) Four levels of support including 1st Level, 2nd Level, Applications Engineering, and Engineering Developers (3) 24/7 service, (4) Operational time goal of 99.5% (5) Call waiting time of not more than 5 min. (6) All calls be closed within three days (5) Special expedited call line for Distributors and technicians actively on a job site.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Syntech has customers and distributors in all fifty states, and is currently providing products and services to all Sourcewell entities within the United States.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Syntech has customers and distributors across all Canadian Provinces and Territories. Syntech is willing and able to provide our products and services to all Sourcewell entities throughout North America.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There is no geographical areas of the United States or Canada that Syntech Systems cannot provide service to.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no entity sectors that Syntech will not be servicing through the proposed contract. Syntech provides the opportunity to use the Sourcewell contracts to all eligible customers.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska, or US Territories.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Syntech is willing to examine and consider modified terms on a limited case-by-case basis. Terms outside our standard terms would go through a thorough risk analysis and a decision made based on the merits of the opportunity	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Syntech (STS) has utilized a marketing strategy built around the acquisition of NEW customers and maintaining existing customers by assuming a large degree of responsibility for user success with our products. This concept is built around the following elements: This concept is built around the following elements: 1. Robustly engineered products capable of maximum operational up-time through climatic conditions from arctic to tropical environments. 2. Product Support through its Customer Satisfaction Center for 24/7 support through phone, computer, and internet communication, worldwide. 3. Competitive pricing within all elements of the Fuel Data Automation Market and a direct technical sales staff to help the customer through the complicated acquisition process. 4. Developing and maintaining the latest technology through maximum use of Research & Development efforts. (R&D as a % of Sales is thought to be the highest in our market segment by a wide margin.) This has led to the following results. STS has managed to acquire over 9,000 customers and maintain a continuing relationship with each of them. 1. FMLive technology, which represents State of the Art communications and transaction management worldwide in real time was developed with an initial investment of ~ \$30 Million, and subsequent R&D of ~ \$40 million and which is continuing. 2. A world class Customer Satisfaction Center which accepts ~ 80,000 customer calls per year on a variety of subjects and maintains a customer satisfaction rating of 94%. 3. The marketing strategy is to continue to acquire as many new customers through outstanding performance at competitive prices as possible, while upgrading the existing customer base to the latest technology. 4. This opportunity represents a staggering revenue potential in the hundreds of millions of dollars over the next ten to fifteen years. The opportunity to upgrade the 9,000-customer base to the latest technologies is several hundred million dollars in revenue alone.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Syntech utilizes digital media to connect with a diverse audience through our website, Facebook, Instagram, and LinkedIn by featuring our products, services, and sales force. Engagement statics are analyzed then strategies are updated and deployed accordingly. Quarterly communication updates for customers and distributors are executed with Constant Contact to allow evaluation of open rates, engagement appraisals, and campaign comparisons. Digital marketing and communication can be co-branded with Sourcewell to further communicate the awarded contract.	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell provides a valuable asset by offering training to our sales force arming them with the knowledge to bring cost-savings to our current and potential customer base. Syntech continues to benefit from Sourcewell's legislative initiatives in advocating cooperative purchasing avenues across the U.S. and Canada. Sourcewell's mission is seamlessly woven into conversations and presentations that our staff conduct daily. Syntech attends over 100 tradeshows annually across the U.S. and Canada where we display Sourcewell-provided table flags in addition to our co-branded marketing literature. (SEE ATTACHED). Additionally, the majority of Syntech sales personnel have attended Sourcewell University and are well versed in the program. We commonly describe and utilize the Sourcewell program in discussions with potential public customers. We attend many relevant trade shows and display the Sourcewell flag. We provide regular emails to all sales personnel regarding new Sourcewell members and any other relevant info received by them. We have had Sourcewell representatives present at our annual sales conference and therefore, the use of the Sourcewell program is a key component of our overall sales process.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement is a priority and with the launch of our new ERP-CRM platform, we are implementing various e-procurement options for both our customers and distributors which is scheduled to be launched Q4-2024.	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
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42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Syntech uses its sound training experience to transfer knowledge to selected personnel on all systems, software, hardware, equipment and other technology installed in response to all objectives. We will institute a "train the trainer" program in every training evolution. Additionally, User, Operational, and Troubleshooting Manuals will be provided for all systems, software, hardware, equipment and other technologies. It has been our experience that training reinforcement is the best method by which individuals learn and retain knowledge. Our diverse education methods, perfected over decades by training over 9,000 customers, ensure maximum learning retention. The following proven training scenarios are available: On-Site Training - Training shall be provided on site immediately after system startup on each type of hardware/software component, directly with individuals responsible for each functional area: software, maintenance and vehicles. Webinars - Subsequently, a two-hour webinar conference will be scheduled after installation. This training is used to maximize retention of previously learned skills and to answer any questions personnel may have after using the systems. Online Customer Training Course (accessible online) - A self-paced customer class accessible online with a library of manuals, guides, and other technical and operational reference material will be available. This course provides users with the basic information needed to operate the FuelMaster FMU and FMLive software at the customer's own pace. Classroom Training - Syntech offers a quarterly customer training at our corporate office in Tallahassee, Florida. This three-day course covers system software and hardware operations including common troubleshooting techniques. Classroom training mimics real world exercises (using actual dispensers, tank gauges and FuelMaster equipment) as closely as possible within the confines of a classroom. At the end of each training session, individuals attending the training will be given an exam to demonstrate their mastery of the training subject matter. Training data and test results will be maintained by Syntech and made available upon request. The training program is continually reviewed via attendee exams and surveys. Improvements are made to the training program when required. Data on training attendees, dates, curriculum, and test results will be maintained by Syntech and made available upon request.
43	Describe any technological advances that your proposed Solutions offer.	FMLive's customer facing application programming interface (API) allows for the quick import of user and vehicle data, as well as export of transactional data to third party fleet and asset management systems. Coupled with Business Intelligence (BI) and reporting technology, users may define custom reports to meet specific business needs. All reports are exportable into multiple flat file formats including Excel, PDF, Word, and CSV. Reports can be scheduled to run on a periodic or as-needed basis. Furthermore, the reporting BI tool can be configured to automatically generate email notifications allowing for real-time system-generated alerts based on data, such as: sales, inventory, vehicle telematics and any other data required by operational and functional managers.
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	A reduction of Carbon Emissions from the transportation sector is the key component of our nation's goal to reduce greenhouse gas emissions 40% by the year 2030. This would put our greenhouse gas levels below the 1990 mark and continue to drive progress towards our climate and clean air goals. Within the transportation sector, government programs have created initiatives to accelerate the management of carbon emissions with new technology for vehicles and heavy equipment. The fleet and transportation segments will continue to see more regulation in the future to ensure the use of clean technologies, especially along primary freight corridors. The Automotive Information Module (AIM Device) is the connected receiver to the vehicle's on-board diagnostic system (OBD). With AIM connected to the OBD, and Radio Frequency Identification (RFID) communication from the vehicle's AIM device to the Fuel Management Unit (FMU), vehicle data can be recorded and reported through the fuel management platform. The OBD is a computer-based system designed to aid in the monitoring and management of major engine components. In addition to Engine Diagnostic Codes and indicators like Check Engine Light, dozens of other engine performance and driver behavior data points can be collected and reported. AIM reports such metrics as Engine Idle Time and Maximum Engine Oil Temperature. Additional data related to Oxygen Sensors, Exhaust Gas, and Fuel/Air Ratio are also available through an OBD via AIM. Syntech Systems is working with greenhouse gas conscience fleet managers to determine the bundle of data points desired to assist in managing their fleet to new clean air standards. The AIM technology is a true asset in collecting this data. We are eager to work with a local firm to tailor the system to provide the right data through AIM. With over 400 parameters available through the OBD, we can focus on the most important data needs for our customers. Advancements in technology, like AIM, will be a catalyst in our ability to achieve 80% reduction in greenhouse gas emissions by 2050. Syntech fuel management systems are designed to significantly reduce or even eliminate misappropriation of fuel. Customers typically realize a significant reduction in fuel usage and waste following implementation. Syntech has developed an EV (electric vehicle) charging management system. This system is unique in that it connects to and manages the charging/fueling by controlling access to and recording transactions from the customers' chargers. A single pedestal can control multiple chargers as opposed to the common competitors' systems that charge a single vehicle with a pedestal.

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	At Syntech, we understand the harmful effects that discarded electronics can have on the environment. With that in mind, Syntech has taken large strides in its effort to reduce the amount of heavy metals included in our products using the 2011/65/EU directive as our guide. This ensures RoHS compliance as we develop our products. Meaning there is a Maximum Concentration Value (MCV) for heavy metals and flame retardants covered by RoHS are as follows: • Lead (0.1 %) • Mercury (0.1 %) • Cadmium (0.01 %) • Hexavalent chromium (0.1 %) • Polybrominated biphenyls (PBB) (0.1 %) • Polybrominated diphenyl ethers (PBDE) (0.1 %) Syntech fuel management systems are designed to be rugged and long lasting. We have many customers with 20–30-year-old systems that continue to operate. Generally, the extreme durability of our products reduces the frequency of replacement and disposal. Our upgrade philosophy and practice allow for the bulk of our equipment to remain installed, with only portions replaced to bring an older system to our latest technology; again, greatly reducing the need for disposal.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Syntech is a highly qualified and responsive commercial vendor that has forged a comprehensive and technically competent team. Syntech is the most capable company within the fueling and fleet data management arena as evidenced by the vast experience it has obtained over the forty (40) years within the industry, as well as the demonstrated breadth and depth of its technical staff. Currently the company can cite the following experience in the government space, a quality unique to Syntech: The company has ~9,000 individual customers worldwide operating ~3.9 million vehicles daily. The company supports over 22,500 fueling locations worldwide, including ~897 units within the Department of Defense at 340 separate military installations. Syntech has the most comprehensive technical support team in the fueling automation industry with ~10,000 units under active maintenance support at ~3,800 unique locations. Included among the customer base are 28 State Departments of Transportation utilizing our Fuel Management Systems. The company has sold and supports ~550,000 AIM Units (Automotive Information Modules) among ~616 different customers including ~18,000 by the Department of Homeland Security. Syntech has the most robust customer support center in the fuel management space with 31 technicians. This department is supported by a team of approximately 75 degreed engineers. This engineering staff is the largest in the industry dedicated solely to fuel management systems.

47	Describe the security system in place for protecting and controlling access to your solutions.	User accounts are created with unique usernames that then become the account identifier throughout the system. The account also requires a first and last name be entered which allows the administrator to correlate the unique identifier with the proper name of the individual. Additionally, the accounts are assigned roles and organization during creation. Role-based access ensures that the account is created using the least privilege principle while the organization assignment determines whose data the account is authorized to view. By default, FMLive institutes single-factor authentication with a username and password. Accounts are required to use complex passwords, meeting the requirements of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-638 (June 2017) or NIST SP 800-63-2 (August 2013) based on the customer's preference. NIST 800-638 Requirements - Contain at least 8 characters. - Not be identical to any of the user's last 4 passwords. - Not contain 4 of the same character in a row. - Not be a dictionary word. - Not be a password which has appeared in publicly documented data breaches of other applications. - Not contain personal information such as names, telephone numbers, account names, or birth dates. - Not contain FUELMaster, FMLive, or Syntech. NIST 800-63-2 Requirements - Contain at least 15 characters. - Contain a mix of upper case letters, lower case letters, numbers, and special characters. - Not be identical to any of the user's last 10 passwords. - Not contain personal information such as names, telephone numbers, account names, birth dates, or dictionary words. - Differ from the previous password by at least four consecutive characters. If multifactor authentication is desired, the application also supports Personal Identifiable Verification (PIV) credentials, providing two-factor authentication using a hardware token. PIV credentials allow for a high level of assurance in the individuals that access FMLive because they are only issued by trusted providers to individuals that have been verified in person. PIV credentials are highly resistant to identity fraud, tampering, counterfeiting, and exploitation. When using PIV credentials FMLive maps the authenticated identity to an individual system account using the certificate name. If the user accessing the system has entered the correct PIN, the certificate name is valid in the application database to which the user will be granted access. FMLive system and application logs are configured to log enough information to determine what type of event occurred, the date and time of the event, the location of the event, the source of the event, the outcome (success or failure) of the event, and the identity of the user/subject associated with the event and are monitored by the Syntech application administration team. The Application generates time stamps for all recorded events; all hosts and devices utilize Coordinated Universal Time (UTC) to ensure all events are correlated with a single authoritative source regardless of time zone. FMLive instances are built to meet the requirements of the most security-sensitive organizations. Amazon EC2 works in conjunction with Amazon Virtual Private Cloud (VPC) to provide security and robust networking functionality for your FMLive deployment. The VPC environment provides layered protection of the application and system resources. The first layer is the environment, which employs a deny-by-default firewall, only allowing access to whitelisted IP addresses/range provided by the customer and only for the ports required for HTTPS communication between the customer network and FMLive application server. Access to FMLive servers in AWS requires Multi-Factor Authentication (MFA) in addition to a whitelisted IP address. MFA is a simple best practice that adds an extra layer of protection on top of the username and password. When Syntech Operations administrators attempt to sign into an AWS website, they will be prompted for their username and password (the first factor-what they know), as well as for an authentication response from their AWS MFA device (the second factor-what they have). Taken together, these multiple factors provide increased security for your AWS account settings and resources. Auditable events are captured and stored at every layer within the system, recording and storing actions made within the environment. Capitalizing on the AWS CloudTrail provides increased visibility into user and resource activity by recording actions and API calls. This allows for identification of users and accounts that have called AWS, the source IP address from which the calls were made, and when the calls occurred. Next, the host virtual machines maintain audit logs for operating system level events. After the operating system level log, the system audit log tracks TLS authentication attempts and configuration changes, recording the username or hostname, time/date, event type, category (successful/unsuccessful) and source IP address of the machine where the attempt was made. Finally, the application log records the identity of the users and devices that attempt to authenticate to the FMLive application. The application records user authentication attempts and account modifications (password changes, expired passwords, dormant account expiration, and account creation). Application audit data is stored in the FMLive database, and access is restricted to users with the 'Security' role assigned to their user account. Audit logs are reviewed for signs of unauthorized access and elevation of information system privileges, unauthorized access to files, changes in access patterns, and repeated failed access attempts.
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48	Describe how you will secure any participating entities' data captured during transactions.	The FMLive system is designed and developed to be compliant with NIST 800-53r4 security controls, meeting the threshold of a moderate baseline with many controls being compliant to the requirements of a high baseline. Communication between the FMU(s) and FMLive relies on a public key infrastructure (PKI), providing encryption of data using the TLS 1.2 (Transport Layer Security version 1.2) standard. Capitalizing on the use of the Federal Information Processing Standard 140-2 (FIPS 140-2) validated Bouncy Castle Java API, the system encrypts data to Department of * Defense requirements, ensuring protection of all data in-transit. The recommended communication medium is cellular modem, providing the system with the flexibility, reliability, and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats.
49	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	The main purpose of Syntech fuel management systems is to account for fuel. Our systems are capable of and used to identify where every drop of purchased fuel goes, with a full accounting of who fueled, what equipment the fuel went into, as well as the time, date and quantity dispensed. This reduces, and can even eliminate, the loss and/or misuse of fuel, whereby reducing waste and misappropriation. One method for improving fuel efficiency is by monitoring driver behavior, our telematics systems report on vehicle speed, rapid acceleration and hard braking, all behaviors that negatively impact fuel efficiency. Studies show that fuel economy decreases at a rate of \$0.20 per gallon for every five MPH increase in vehicle speed. Our systems identify vehicle speeding and harsh braking events. This information helps you understand and support good driving across your fleet. Fleet managers can also use the data provided by our system to analyze Vehicle- specific data on idling and driving behavior allowing them to accurately identify inefficient or abnormal activity by measuring changes over time with fuel and trend reports. Rather than trusting manual systems for tracking vehicle maintenance requirements, our system tracks engine run time and mileage, allowing Fleet Managers take the guesswork out of maintenance, reducing vehicle down time and optimizing fuel efficiency. Finally, the lack of a fuel management system often leads to theft, as has often been witnessed by employees filling their personal vehicle from the company's fuel tanks. The FuelMaster Fuel Management Unit (FMU) prevents theft requiring company issued authorization devices for fuel transaction authorizations. Our Automotive Information Module can also prevent other cases of fuel theft ensuring that every drop of fuel makes it into the vehicle.
50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	Syntech works with its partners to ensure Sourcewell participating entities operate fuel stations that are compliant with all local, state, and federal environmental regulations including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, NEC and NFPA 30. Syntech and its partners perform site assessments pre and post installation to identify, communicate and remediate all potential issues that may impact compliance with environmental best practices. Syntech fuel management systems meet or exceed building, fire, and environmental codes in the locations in which our products are deployed.
51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	From a fuel management perspective, site assessments are performed to optimize the safety and use of our products in the most effective manner per the site design provided by the end user or their representatives, including proper installation and training specific to the site and the customer requirements. Syntech fuel management systems are designed to connect to tank monitor systems and can provide real-time access to the status of tank levels and the communications of alarms and/or related conditions that are important to the end user to ensure issues are identified in a timely manner.
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Syntech has never been subjected to any regulatory infractions.

Table 5A: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	
54		Minority Business Enterprise (MBE)	☐ Yes ☒ No	
55		Women Business Enterprise (WBE)	☐ Yes ☒ No	Syntech is partially owned by women. Syntech also partners with Distributors that are women owned.
56		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	
57		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	Greater than 51% of ownership are Veterans. Syntech also partners with several Veteran-owned Distributors and Market partners. Additionally, Syntech employs 25 Veterans at our corporate office.
58		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	
59		Small Business Enterprise (SBE)	☐ Yes ☒ No	
60		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	
61		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Standard Payment Terms are NET 30 but we are flexible with customers and distributors when circumstances require. The nature of the industry is often long lead times between ordering and final completion causing cash flow problems for distributors, and pressure on Sourcewell Members to make advance or progress payments. We collaborate with both parties to assure contracts are executed and completed satisfactorily and payments are as timely as possible.	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	Syntech can arrange with leasing organizations to provide financing proposals to customers, depending on credit & financial qualifications. Syntech is always willing to work with any Government or Education Agency in creating a leasing plan and finding the best financial institution. Florida DOT is currently planning to utilize this option.	*

64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	When Syntech receives an order through Sourcewell, the Customer ID is created with a distinct code, which identifies the order as a Sourcewell Contract order. This both ensures the customer receives the negotiated Sourcewell Contract discount and provides a method for reporting to Sourcewell. Syntech's accounting department runs a monthly activity report to specifically identify Sourcewell Contract orders. Every quarter, the monthly reports are consolidated into a spreadsheet that is provided to Sourcewell along with the 2.5% administrative fee for all Sourcewell Contract orders.	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Syntech does accept purchases using the P-card procurement and payment process, there are no additional fees for using this process.	*
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	In past submissions STS incorrectly stated it was offering a 10% discount from MSRP, which should have indicated a MINIMUM 10% Discount. STS has analyzed all of its ~ 3500 transactions beginning in 2011 and estimates its actual discount applied to customers was approximately 15%. Product categories that do not receive discounts are identified in the Syntech Equipment and Services Catalog under the following headings: FMLive SERVICES EXTENDED WARRANTY MAINTENANCE PLANS TRAINING SERVICES CUSTOMER SUPPORT SERVICES SHIPPING AND HANDLING COSTS STS is pleased to offer additional Discounts from MSRP well beyond 10-15% as further delineated below.	*
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing to Sourcewell participating agencies is represented as a 20% discount from the manufacturer's suggested retail price (MSRP) on all hardware included in the attached Equipment and Services Catalog. Additional volume discounts are available as referenced in Q68 response and listed in Table 7-Pricing Offered.	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	For Quantity purchases STS often extends 28% discounts to all customers. STS also offers additional Volume discounts as noted below: Volume Discounts from MSRP Additional 1% on orders over \$50,000 to \$100,000. Additional 2% on orders over \$100,000 to \$200,000. Additional 3% on orders over \$200,000 to \$400,000. Additional 4% on orders over \$400,000 to \$800,000. Additional 5-8% on orders over \$800,000.	*
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open market items or equipment not listed in Syntech's Product and Services Catalog are typically provided at cost plus a markup % of generally 15%. In some cases, based on general need of the open market item, the item may be added to the Product and Services Catalog, at which point Syntech will provide an updated copy to Sourcewell.	*
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The most common costs beyond Syntech equipment are site preparation and installation. It is typical for a customer to have an existing fuel island with operational fuel tanks, pumps, and dispensers. However, if the customer has never had a fuel management system, additional hardware such as mechanical pulsers or digital pulse output circuit boards may need to be added to their existing equipment. Additionally, installation material like conduit and cabling prices vary based on the location, and quantity required is determined by physical layout of the fueling site(s). In some cases, installation may require underground conduit, which in turn may require trenching. Furthermore, a large fueling site may require multiple Fuel Management Units (FMUs) increasing the volume of installation material and labor required to complete the installation, all of which impacts on the total installation cost. In some scenarios, Syntech may be replacing a competitor's system, which does generally lower the overall cost, as the required conduit, for the most part, is already in place. However, every installation varies. Quotes for installation are best when an onsite assessment can be completed by a local certified installer or Syntech Field Service Representative. A major component of our services is to guide the Sourcewell Member through this process to facilitate a successful project at the lowest practical cost!	*

71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Syntech offers fixed fee handling and freight (ground) charges for several items within the Continental United States, including: FMU/Satellite Unit Legacy Mobile Upgrade (Upper Cabinet Components) PowerVar Three Line Display Pedestal Receipt Printer Ligowave Electronic Interface Dispenser Kit AIM Kit Additionally, when customers use their own freight accounts, Syntech offers handling only options. All other orders will use a handling and freight fee based on the total dollar value of the order. Finally, freight charges for any location outside the Continental United States is based on estimates provided by the carrier using the weight and dimensions of packages to be shipped. Please reference the attached "Syntech Equipment and Services Catalog.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	With customers all over the globe, Syntech regularly ships items to areas outside of the Continental United States. Delivery terms are based on customer requirements and project timelines. Freight charges for locations outside the Continental United States are based on estimates provided by the carrier, using the weight and dimensions of packages to be shipped.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Syntech has cultivated a network of over 500 active distributors. These distributors are FuelMaster certified installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.	*
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our self-audit process begins with the receipt of new purchase orders, the order is first evaluated to determine if the customer is a Sourcewell participating entity. If identified as such, purchase orders are validated to ensure the entity is receiving the negotiated Sourcewell contract pricing. Once confirmed, the order is processed. Each customer has a unique Customer ID within our order system, Sourcewell participating entities receive a distinct contract code embedded in their customer ID. This allows us to quickly identify the participating entity, and guarantees they receive contract pricing on all subsequent/future orders. Syntech's accounting department generates weekly and monthly reports, providing them to Sales and Marketing, for use in evaluating contract performance metrics. Additionally, a quarterly report is generated to calculate the Sourcewell administrative fee, the report is reviewed for accuracy and when approved by the CFO, a check is issued and delivered to Sourcewell along with the quarterly report	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Syntech reports all Sourcewell transactions on a monthly basis in its Monthly Sales Report including Customer, Sales Volume, transaction count and totals for the month and Year to Date and comparison to the prior year. These values are compared to historical totals beginning in 2011 and evaluated for adequate growth. Additionally, individual Regional Sales Managers use of Sourcewell is reported and evaluated for effectivity of use and meeting objectives.	*
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Syntech proposes a 2.5% administrative fee to be paid to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract. The 2.5% fee is calculated as a percentage of sales under the contract, it is not a line-item addition to the participating member's cost of goods.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	Note: Cumulative beginning in 1st Quarter 2011 thru 7-31-2024, STS has processed 3122 (funded) Sourcewell Member transactions averaging \$7,530 per transaction. Most of these were smaller individual transactions but also included larger multi-million dollar orders such as Arkansas DOT. Standard Discounts from MSRP: 20% Discount from MSRP on all equipment & services except Maintenance and Cloud related Services Pricing offer: Volume Discounts from MSRP: Additional 1% on orders over \$50,000 to \$100,000. Additional 2% on orders over \$100,000 to \$200,000. Additional 3% on orders over \$200,000 to \$400,000. Additional 4% on orders over \$400,000 to \$800,000. Additional 5% on orders over \$800,000. Product categories that do not receive discounts are identified in the Syntech Equipment and Services Catalog under the following headings: FMLive SERVICES, EXTENDED WARRANTY MAINTENANCE PLANS, TRAINING SERVICES, CUSTOMER SUPPORT SERVICES, and SHIPPING AND HANDLING COSTS

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

Line Item	Question	Response *
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78	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Syntech offers a host of hardware and software products that work together to meet a broad variety of needs in the fuel, fleet, and energy management space. Additionally, we offer a wide range of industry-leading support services to aid product adoption, third-party integration, installation, connectivity, continuous system health monitoring, security monitoring, part-replacement, and customer support. These services ensure a comprehensive, dependable, and streamlined experience to our customers and set us apart in the industry. Our flagship fuel management product, Fuelmaster (FMU), manages fuel (gas, diesel, cng, lp, etc) at fixed fuel sites. It is offered in a variety of configurations to meet unique customer needs, and can support a multitude of transaction-initiation media including keypad, ProKee, smart card, credit card (including EMV), fleet cards, proximity cards/fobs, RFID, and barcodes. These units are offered in a variety of connectivity options (including cellular as well as satellite) and are continuously connected to our cloud-based software solution (FMLive). The same hardware technologies that drive our FMU are also available in mobile fueling options. We offer two unique solutions in mobile fuel control: FlowFT is targeted for small, single-tank applications and leverages our mobile app (FMLink) for user-interface control. FlexFD is our more robust mobile product, supporting more tanks, as well as additional connectivity and access-device options. These products are also cloud-connected to our software, FMLive. In the fleet tracking & telematic space, we offer a car-connected RFID device (AIM Titanium) that both secures fuel (directly at the fuel port of the vehicle), as well as collects telematics data (odometer/trouble codes/hard-braking, etc). This data is collected over wireless radio communications by our fixed fueling system (FMU) or our mobile fueling system (FlexFD). Additionally, we offer a stand-alone product (FlexDC) that can be installed as a data-collection point for parking lots or garages. In the alternative energy space, Syntech offers electric charge monitoring & control via FuelmasterEV. Much like the FuelMaster FMU, the FuelmasterEV acts as a kiosk, allowing the operator to use the same authorization media (i.e., PROKEE, Prox Card, Keypad) to enable charging as they would for a fuel-operated vehicle -- identifying operators, equipment, job numbers, etc. All of these products are seamlessly integrated into our cloud-based software, FMLive, which provides operational insight to our fuel & fleet managers, with detailed transitional data on all of the above as well as robust reports, alerts, and overall system control. Working in concert with FMLive and our fuel management hardware is our cloud-based payments solution, Syntech Payment Bridge. The bridge serves as a PCI-certified, secure connection point to route payment requests to multiple potential end points. Syntech supports a wide array of (EMV) bank and fleet cards, as well as the unique payments needs in the Aviation space. In addition to all of the above hardware and supporting software products, Syntech offers a comprehensive range of support services. We offer connectivity plans leveraging multiple cellular partners (Verizon & AT&T) as well as satellite options (Starlink). We offer administrative support services such as project management, site survey, and site upgrade & migration. We offer system customization and third-party integration services. In addition, Syntech stands behind their products in multiple ways. Syntech designs and produces all of its own hardware and offers unparalleled supply and support of their hardware components. The DevOps group within Syntech's Engineering department serves to monitor and maintain the health and support of all cloud-based software systems as well as continuously monitor the security of those systems. The Training and Customer Service departments serve the end customer directly, offering help and training to ensure we meet the needs of our customers. Syntech Systems offers a comprehensive, world class suite of fuel management products, which have been long trusted by the Department of Defense, the Department of Homeland Security, and countless other government and commercial entities. For a more detailed description of our products and services, please review the attached Equipment and Services Catalog.
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79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fuel Management Fixed Site Fueling (FMLive FMU) Mobile Fueling / Single Product (FlowFT) Mobile Fueling / Fuel Tankers (FlexFD) Fleet Tracking & Telematics Telematic Data Collection (FlexDC) Telematic / Fuel Security Devices (AIM Titanium) Secure Access Device Solutions (Prokee / Prox) Alternative Energy Solutions Electric Charge Monitoring & Control (FuelmasterEV) Cloud-Based Management Software (FMLive) Real-Time Data Collection System Monitoring & Control Business Intelligence Reporting Payment Software & Services (Syntech Payment Bridge) EMV Payment Processing Aviation Payment Processing Communication Services Cellular Connectivity Satellite Connectivity Installation Services Project Management Site Migration Services Third-Party System Integration Services Security Monitoring Services PCI Security Monitoring DevOps System Monitoring Support Services Training Services Customer Service Support	*
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Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	☐ Yes ☒ No	Syntech partners with entities offering aboveground fuel and fluid storage tanks, providing fuel and fleet management hardware, software, and other ancillary services.	*
81	Mobile fuel, fluid, and gas storage solutions	☐ Yes ☒ No	Syntech market partners (certified distributors) offer many of these products and services.	*
82	Hardware related to the aboveground storage tanks and mobile storage solutions described in 80 and 81 above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories	☒ Yes ☐ No	Our products and services include pedestals, access and security hardware, we tie into monitoring equipment and devices; we offer RFID solutions and connect to and control access to dispensers. For more information, please see our Equipment and Services Catalog.	*
83	Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in 80-82 above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed	☒ Yes ☐ No	Yes - See Equipment and Services Catalog for additional information. At the heart of the system is Syntech's Software as a Service (SaaS) solution. FMLive is a web-hosted application--developed with industry-standard architecture and protocols to ensure stability and performance. Developed with state-of-the-art technology, FMLive offers a future-proof application platform, a secure and intuitive user experience, and maximal opportunities for integration. The FMLive system creates a 360-degree data view that will increase the end-user's ability to support daily operations. The application also complies with Section 508 of the Americans with Disability	

			Act. FMLive cloud-based software is developed in-house by Syntech engineers. Unlike many fuel management competitors, our platform is not dependent on other popular operating systems that go end-of-life, requiring a complete, new system when an existing version becomes unsupported. System software updates are performed internally and are invisible to customers. The technology built into FMLive resides in geographically dispersed data centers and provides the methodology for real-time centralization and storage of all fuel transactions, bulk fuel tank levels, and vehicle data collected by Syntech's full suite of fuel management products. Data in-transit between the FMU(s) and the database is encrypted using modules validated to comply with the Federal Information Processing Standard (FIPS 140-2) utilizing Transport Layer Security (TLS 1.2) combined with PKI (Public Key Infrastructure) authentication. FMLive is highly configurable and customizable to support our diverse user base and their changing business requirements. FMLive's built-in technology resides within the Amazon Elastic Cloud Compute (EC2) environment. Furthermore, the application can be configured to auto-generate email notifications, allowing for real-time system-generated alerts based on FMU messages, fuel inventory and deliveries as required by operational and functional managers. FMLive aggregates data produced by the end user's fueling stations to allow for centralized management of invoicing, inventory, and maintenance resources. These real-time capabilities also permit the lockout of access media much like a bank card can be immediately cancelled by a financial institution, preventing fraudulent use and pilferage. FMLive's customer-facing application programming interface (API) allows for the quick import of user and vehicle data, as well as export of transactional data to third-party fleet and asset management systems. Coupled with Business Intelligence (BI) and reporting technology, users may define custom reports to meet specific business needs. All reports are exportable into multiple flat file formats including, Excel, PDF, Word, and CSV. Reports can be scheduled to run on a periodic or as-needed basis.	
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84	Services related to the solutions described in 80-83 above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.	☒ Yes ☐ No	Yes - See Equipment and Services Catalog. Syntech employs a robust team of Customer Support Technicians, Project Managers, Engineers, and Field Service Technicians that work together with customers, certified distributors, contractors, architects, and Trade organizations to assist with the administrative and technical details as well as proper installation, operation and monitoring of our Fuel Management Equipment; where appropriate, assisting with information related to design, installation, etc.
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Table 9: Exceptions to Terms, Conditions, or Specifications Form

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

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

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 - 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 - 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Syntech Equipment and Services Catalog - June 2024.pdf - Wednesday August 14, 2024 16:18:28
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Thursday August 15, 2024 12:05:15
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Wednesday August 14, 2024 16:18:16
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Wednesday August 14, 2024 16:22:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shane Smith, VP, Sales and Marketing, SYN-TECH SYSTEMS, INC

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

☐ Yes ☒ No

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

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

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



Project Administration Department

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

Memorandum

Date: August 11, 2026
To: Mayor, Board of Commissioners, and City Manager
Through: Bob Robertson, Project Administration Director 
From: P.J. Harbert, Grant Project Specialist
Cari Rupkalvis
Subject: 24-PLC-16 Tarpon Springs Public Library Construction Grant Agreement Amendment

Recommendation

Approval is recommended for the Mayor or his/her designee to execute a standard grant agreement amendment with the Florida Department of State. The purpose of this amendment is to extend the length of the agreement from 09/24/2026 to 01/22/2027.

Summary

Through the proposed amended agreement, the Florida Department of State has agreed to amend the length of the original grant agreement to 01/22/2027 in order to complete construction. This does not require any budgetary changes on behalf of the City or the State.

The amended agreement document is attached.

The City Attorney has reviewed this document.

**PUBLIC LIBRARY CONSTRUCTION GRANT
AMENDMENT NUMBER 6 TO THE AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Tarpon Springs Public Library**

This Amendment is to the Public Library Construction Grant Agreement between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the City of Tarpon Springs for and on behalf of Tarpon Springs Public Library, hereinafter referred to as the "Grantee."

The parties entered into a grant agreement dated 02/13/2024, for implementation of a Public Library Construction Grant. The parties now mutually desire to amend certain terms and conditions of the amended grant agreement.

In consideration of the covenants contained herein, it is agreed as follows:

1. All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.
2. The following sections are hereby revised:

Original Length of Agreement

7/1/2023 -9/24/2026

Amended Length of Agreement

7/1/2023 -1/22/2027

Additional Conditions

3. This amendment shall be effective upon execution by both parties.

THE GRANTEE

DEPARTMENT OF STATE

By: _____
Authorized Official for the Grantee

By: _____
Amy Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Date

Date

Witness

Witness

Date

Date



City of Tarpon Springs, Florida

HUMAN RESOURCES DEPARTMENT
324 E. PINE STREET
TARPON SPRINGS, FLORIDA 34689
TELEPHONE (727) 938-3711
FAX (727) 942-5621

Memorandum

To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Tabatha Adkins, Human Resources Director *TA*
Date: August 5, 2026
Subject: Water Stores Clerk Position

Recommendation

Authorize the transfer of the Water/Sewer Stores Clerk position from the Procurement Services Department to the Public Services Department. This action will change the position's reporting relationship from the Procurement Services Director to the Water Conveyance Supervisor. There is no fiscal impact associated with this recommendation, as the position will remain fully funded within the existing Water Sewer budget.

Background

Several years ago, the Stores Clerk position (Job Description Attached) was transferred from the Public Services Department to the Procurement Services Department. At that time, the position was occupied by a long-term employee whose experience and established working relationships allowed the reporting structure to function effectively and meet the operational needs of both departments.

Since that time, the operational needs of the organization have evolved. The recent retirement of the Stores Clerk, coupled with the vacancy of the Procurement Services Director position, provides an appropriate opportunity to evaluate the position's organizational alignment and ensure it best supports current operational needs.

The primary responsibilities of the Stores Clerk are centered on maintaining the Utilities inventory, supporting daily Public Services operations, monitoring stock levels, receiving and distributing materials, and ensuring that supplies are readily available for utility maintenance and repair activities. Because these responsibilities are directly tied to the day-to-day functions of the Public Services Department, placing the position under the supervision of the Water Conveyance Supervisor provides a more efficient and effective reporting structure.

Returning the position to the Public Services Department will:

- Align supervision with the department that utilizes and manages the inventory on a daily basis.
- Improve operational efficiency by allowing for faster decision-making and approvals.
- Enhance inventory accountability and accuracy through direct oversight by operational staff.
- Strengthen coordination between warehouse operations and utility field personnel.
- Better support the department's ability to respond to operational and emergency service needs.

Both the Procurement Services and Public Services Departments support this organizational change and believe the position can be more effectively managed within the Public Services Department.

This recommendation is an organizational realignment only and does not create a new position, eliminate a position, or result in any additional budgetary impact.

Funding

No funding changes or increases, position funded by Water Sewer Account.

CLASS TITLE: Stores Clerk	
GRADE LEVEL: 204	
STATUS: NON-EXEMPT	

Summary Objective

The purpose of this position is to perform storekeeping duties involving the receipt, recording, storage, inventory control and issuance of materials and supplies for the city utilities program.

This job works under general supervision, independently developing work methods and sequences.

ESSENTIAL FUNCTIONS

The essential functions listed below are those that represent the majority of the time spent working in this class. Management may assign additional functions related to the type of work of the class as necessary.

- Solicits quotations for materials at the lowest cost consistent with specifications.
- Prepares requisitions for materials and supplies.
- Coordinates meetings with customers/departments to determine key stock levels and acquisition planning.
- Inspect the quality and quantity of received goods to accept or reject.
- Operates computers in order to input inventory data, and maintain inventory data.
- Receives, completes, and/or submits records and documents including work orders, invoices, deliveries.
- Processes stores requisitions and work orders.
- Utilizes various types of equipment and tools such as computers, copier, 2-way radio, fork-lift, material handling equipment.
- Performs radio and telephone communications as needed.
- Performs annual inventory.
- Maintains security of stockroom.
- Perform stocking shelves, maintain presentable zoning and uniformity, other tasks as required.
- Performs related work as assigned.

MINIMUM EDUCATION AND EXPERIENCE REQUIREMENTS:

- Requires High School graduation or GED equivalent supplemented by specialized courses/training equivalent to completion of one (1) year of college.
- One month of clerical support, customer service or related experience or an equivalent combination of education, training and experience.

This Class Description does not constitute an employment agreement between the City of Tarpon Springs and an employee and is subject to change by the City as its needs change.



CLASS TITLE: Stores Clerk	
GRADE LEVEL: 204	
STATUS: NON-EXEMPT	

PHYSICAL DEMANDS: Group B

Physical demands refer to the requirements for physical exertion and coordination of limb and body movement.

- Performs medium work that involves walking, standing, stooping, jumping, dancing, stretching, or lifting all of the time and also involves exerting between 20 and 50 pounds of force on a regular and recurring basis or exceptional skill, adeptness and speed in the use of the fingers, hands or limbs in tasks involving very close tolerances or limits of accuracy.

UNAVOIDABLE HAZARDS (WORK ENVIRONMENT):

Unavoidable hazards refer to the job conditions that may lead to injury or health hazards even though precautions have been taken.

- Involves routine and frequent exposure to:
 - Bright/dim light; Dusts and pollen.

SPECIAL CERTIFICATIONS AND LICENSES:

- Must possess and maintain a valid state driver's license with an acceptable driving history.
- Forklift certification.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Tarpon Springs is an Equal Opportunity Employer. ADA requires the City to provide reasonable accommodation to qualified people with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

STANDARD CLAUSES

May be required to work nights, weekends, holidays and emergencies (man-made or natural) to meet the business needs of the City.

This job description is not designed to cover or contain a comprehensive listing of essential functions and responsibilities that are required of an employee for this job. Other duties, responsibilities, and activities may change or be assigned at any time with or without notice.

ESSENTIAL SAFETY FUNCTIONS

It is the responsibility of each employee to comply with established policies, procedures, and safe work practices. Each employee must follow safety training and instructions provided by their supervisor. Each employee must also properly wear and maintain all personal protective equipment required for their job. Finally, each employee must immediately report any unsafe work practices or unsafe conditions as well as any on-the-job injury or illnesses.

Every manager/supervisor is responsible for enforcing all safety rules and regulations. In addition, they are responsible for ensuring that a safe work environment is maintained, safe work practices are followed, and employees are properly trained.

This Class Description does not constitute an employment agreement between the City of Tarpon Springs and an employee and is subject to change by the City as its needs change.



City of Tarpon Springs

Benefits Insurance Renewals

Presented By:
Shawn Fleming, CSFS
VP & Senior Benefits Consultant
August 11th, 2026

Gehring Group, Brown & Brown Public Sector



Agenda



1

Plan Background/Claims Experience

2

RFP Results

3

Recommended Strategy

4

Proposed Plans and Rates

5

Ancillary Renewals

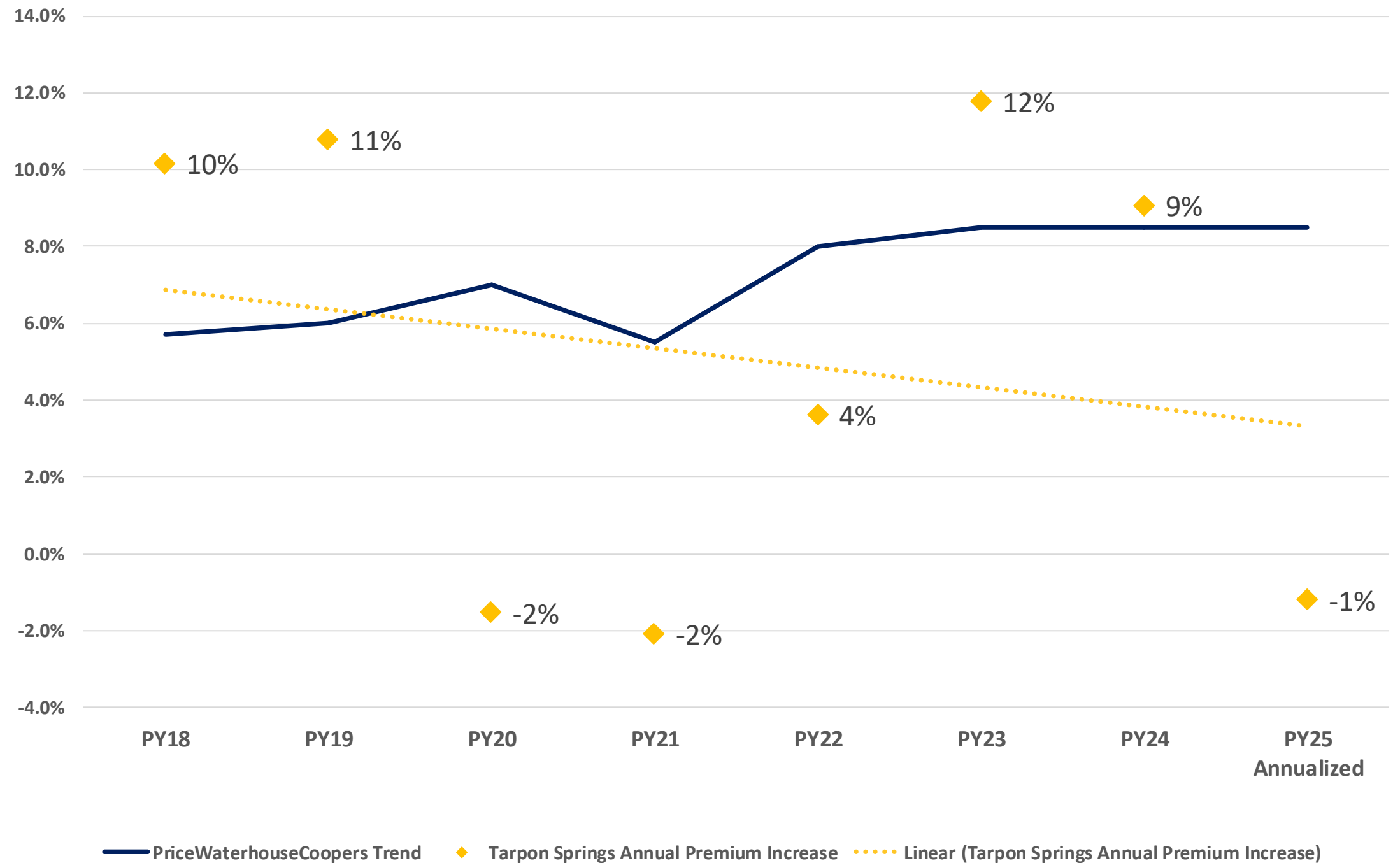
Plan Background

- Tarpon Springs currently has a fully insured plan through Florida Municipal Insurance Trust
- The current program consists of a single plan offering
- Tarpon Springs pays 100% of the employee cost (single coverage) for the plan.
- 8.7% increase to total premium and 10.1% increase to funding for the 2024-25 plan year
- **5% decrease to total premium and 0% increase to funding for the 2025-26 plan year**
- Employee rates have not changed in over 6 years, while premiums have increased by a total of 14% in that same period.

CLAIMS EXPERIENCE

From the 2018-2019 plan year to the 2023-2024 plan year, Tarpon Springs' annual claims averaged ~\$3.5M per year. In the 2024-2025 plan year, the annual claims were \$5.12M and the annual claims for the 2025-2026 plan year are projected to be \$6.25M.

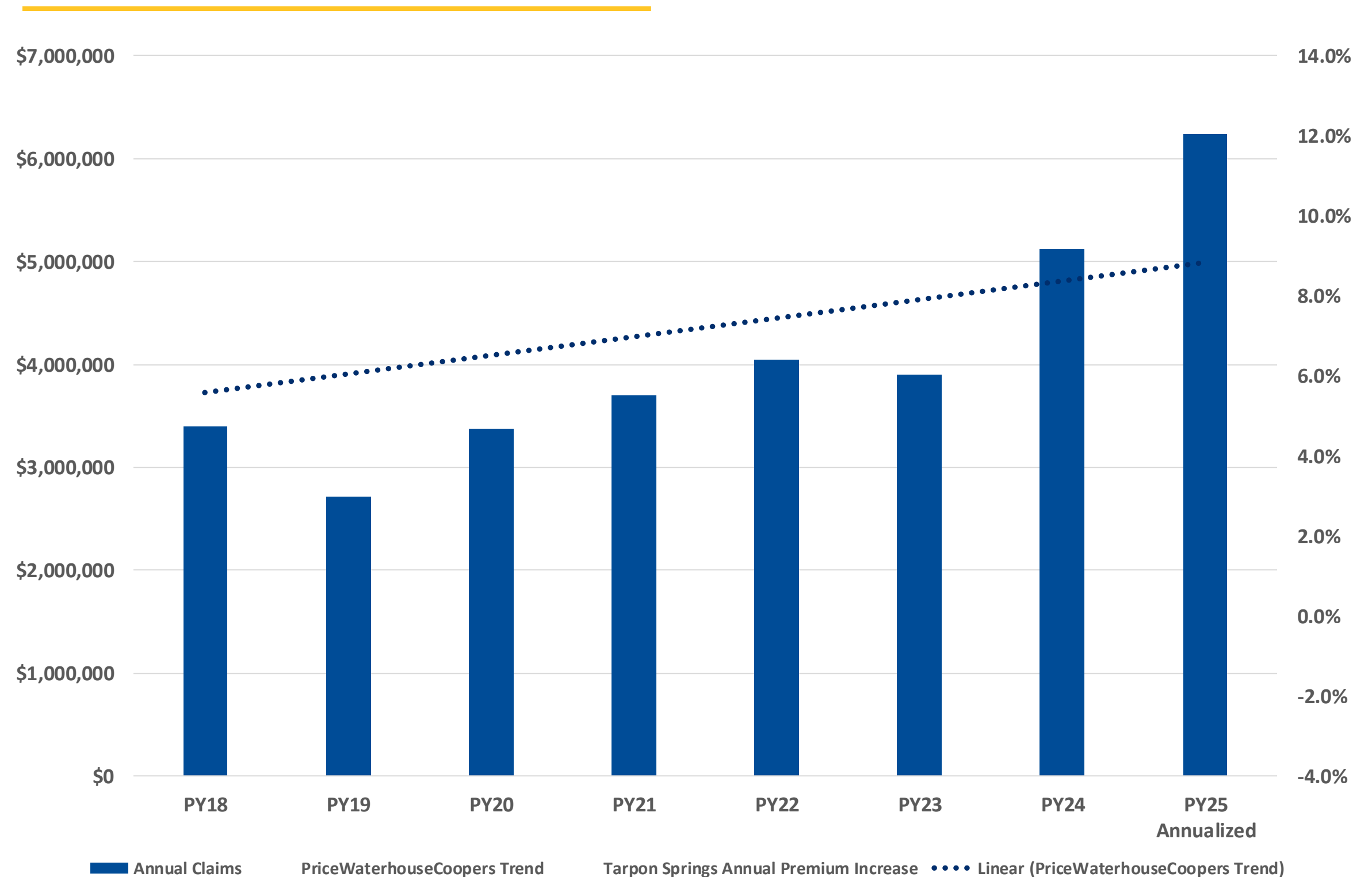
ANNUAL CLAIMS AND PREMIUMS YEAR OVER YEAR



RENEWAL HISTORY

The City's medical trend has been increasing year over year in line with 8.5% national increases.

ANNUAL RENEWAL INCREASE VS. MEDICAL TREND



CURRENT PLAN

SCHEDULE OF BENEFITS

Benefit	Choice Plus Network	Out-of-Network
Deductible (EE/FM)	\$250 / \$500	\$500 / \$1,000
Out of Pocket Max (EE/FM)	\$2,500 / \$5,000	\$5,000 / \$10,000
Primary Care Visit	\$20	30% after CYD
Specialist Visit	\$40	30% after CYD
Urgent Care	\$50	30% after CYD
Emergency Room	\$150	\$150
Advanced Imaging	\$100	30% after CYD
Inpatient Hospital	10% after CYD	30% after CYD
Outpatient Hospital	\$100	30% after CYD
Pharmacy	\$10 / \$35 / \$60	30% after CYD

2

Request for Proposal Results





Request for Proposals

Gehring Group released an RFP for Medical, Dental, and EAP services.

	Medical	Dental	EAP
Solicitations	6	17	6
Proposals Received	3	7	3



Three carriers did not propose medical either due to lack of competitive offering or an adequate network.



Request for Proposals

Gehring Group released an RFP for Medical, Dental, and EAP services.

Initial Medical Proposals	Medical
Florida Municipal Insurance Trust (Incumbent)	19.9%
Curative	25.6%
Cigna	13.7%

Best and Final Proposals with Dual Plan Option	Medical
Florida Municipal Insurance Trust (Incumbent)	8.2%
Cigna	8.1%

➔ Gehring Group and staff reviewed all proposals, network disruption, and other offerings and determined the Cigna buy-up plan offered the most advantageous proposal for Tarpon Springs.

3

Recommendations





Recommendations

DUAL PLAN OFFERING

Gehring Group and staff recommend a dual plan offering (a modified version of the current plan and High-Deductible Health Plan)

- **Raise the deductibles from \$250/\$500 to \$750/\$1,500 on the existing plan**
- **The City will fund at a 10% increase over current contributions.**
- **Employees may “Buy-Up” to the current plan OR**
- **Elect the High-Deductible Health plan (with no increase to current contributions)**
- **This provides more choice in plan design and contributions.**
- **The City will fund the employee's Health Saving's Account (based on tier) covering a large percentage of potential out-of-pocket costs**

4

Proposed Plans and Rates



Proposed Plan Comparison

SCHEDULE OF BENEFITS

Benefit	Traditional Plan (Buy-Up)	High-Deductible Health Plan
Deductible (EE/FM)	\$750 / \$1,500	\$2,500 / \$5,000
Out of Pocket Max	\$2,500 / \$5,000	\$5,000 / \$10,000
<i>Preventative Care</i>	<i>No Charge</i>	<i>No Charge</i>
Primary Care Visit	\$20	\$20 after CYD
Specialist Visit	\$40	\$40 after CYD
Urgent Care	\$50	\$50 after CYD
Emergency Room	\$150	\$150 after CYD
Inpatient Hospital	10% after CYD	20% after CYD
Outpatient Hospital	10% after CYD	20% after CYD
Pharmacy	\$10 / \$35 / \$60	\$10 / \$35 / \$60 after CYD

Renewal Rates

HIGH-DEDUCTIBLE HEALTH PLAN

Tier of Coverage	Total Rate Monthly	Employer Monthly	Employee Monthly	Employer H.S.A. Monthly	Total Employer Monthly	Current Employee Per Pay Rate	Employee Difference Per Pay
Employee Only	\$845.20	\$845.20	\$0.00	\$166.67	\$1,011.87	\$0.00	\$0.00
Employee + Spouse	\$1,619.06	\$1,265.61	\$353.45	\$333.33	\$1,598.94	\$88.36	\$0.00
Employee + Children	\$1,518.82	\$1,211.16	\$307.66	\$333.33	\$1,544.49	\$76.91	\$0.00
Employee + Family	\$2,292.68	\$1,647.60	\$645.08	\$333.33	\$1,980.93	\$161.27	\$0.00

Renewal Rates

CURRENT PLAN
EMPLOYER FUNDS AT 10% / EMPLOYEES PAY DIFFERENCE

Tier of Coverage	Total Rate Monthly	Employer Monthly	Employee Monthly	<i>Current Employee Per Pay Rate</i>	<i>Employee Difference Per Pay</i>
Employee Only	\$1,052.46	\$1,017.84	\$34.62	\$0.00	\$8.65
Employee + Spouse	\$2,016.10	\$1,560.98	\$455.12	\$88.36	\$25.42
Employee + Children	\$1,891.28	\$1,490.63	\$400.65	\$76.91	\$23.25
Employee + Family	\$2,854.92	\$2,051.45	\$803.48	\$161.27	\$39.59

5 Ancillary Renewals



Ancillary Renewals

Cigna is providing a 1% bundling discount to the medical premium for moving dental. They have matched the renewal increase from the incumbent carrier. All other ancillary renewals were negotiated to no increase for the upcoming plan year.

Line of Coverage	Current Carrier	Recommendation	Increase
Dental	MetLife/PDP Plus	Move to Cigna	\$22,055 / 7%
Vision	EyeMed	Rate Guarantee with EyeMed	\$0 / 0%
Life and AD&D	The Hartford	Renew with The Hartford	\$0 / 0%
Short Term and Long Term Disability	The Hartford	Renew with The Hartford	\$0 / 0%
Employee Assistance Program	FMIT	Move to Cigna	\$0 / 0%



DISCUSSION



This document is designed to provide basic information regarding benefit plans and programs available to eligible employees. This document merely summarizes the employee benefit plans and programs and does not detail all of the terms, conditions, restrictions, and exclusions contained in the plan documents, carrier contracts and/or Summary Plan Descriptions (SPD) (the "plan documentation") for the various benefit plans and programs. Every reasonable effort has been made to ensure the accuracy of the information contained in this document; however, in the event of a discrepancy between the information in this document and the plan documentation, the provisions described in the plan documentation will govern. This document does not create any contractual rights for any current or former employee, or for any other individual. The provisions of the applicable plan documentation will govern the determination of any individual's rights under any employee benefit plan or program. Your employer reserves the right to amend or terminate any of its employee benefit plans and programs at any time and without notice or cause.



Memorandum

Date: August 5, 2026
To: Mayor and Board of Commissioners
From: Mark LeCouris, City Manager 
Subject: Ratification of Planning & Zoning Director

Mark LeCouris (Aug 5, 2026 13:26:35 EDT)

Recommendation:

Pursuant to City Charter, Section 16(1)(b) of the City Charter, I hereby submit my appointment of Alexandra Keen to the position of Planning & Zoning Director for ratification by the Board of Commissioners. This position is a wage grade 228 with a salary range of \$116,389 to \$186,177.

Background:

Alexandra Keen was hired by the City of Tarpon Springs after working three years with Pinellas County. She has worked for the City for six years in the present position of Principal Planner. Resume for Ms. Keen is attached.

Terms of employment offer include:

- Start Date: August 13, 2026
- Salary: \$135,000 (inclusive of 2025/26 merit increase and any 2026/2027 COLA increase)
- Four weeks vacation
- All other standard benefits for Directors

I highly recommend Alexandra Keen for this position and look forward to her future achievements in Planning and Zoning for our City.

Funding

Budgeted in the Planning and Zoning Department

ALEXANDRA KEEN, AICP

..... urban planner

 PALM HARBOR, FL

 (727) 741-8919

 ALLIEKEEN@ICLOUD.COM

RE: Director of Planning and Zoning, City of Tarpon Springs, FL

City Manager, Mayor, and Commissioners,

I am honored to have the opportunity to fulfill the Director of Planning and Zoning position for the City of Tarpon Springs. As an accomplished professional planner, I believe the knowledge and skill set I have developed throughout my career - in addition to my academic background and management experience - would be a valuable asset to the City's leadership team. I would like to call your attention to the skills and achievements that make me the ideal candidate for this position.

My work in local government has provided me with extensive experience in both current and long-range, strategic planning. While working for the City of Columbus - Bartholomew County, I was responsible for implementing local zoning and subdivision ordinances to ensure compliance for all new development, as well as, prepare staff reports, agendas, and presentations for various decision making bodies. While working with Pinellas County, I served as project manager for various planning initiatives, including the development of two form-based codes for Downtown Palm Harbor and the Lealman Community Redevelopment Area. These were the first form-based codes within unincorporated Pinellas County.

My time in Tarpon Springs has given me the opportunity to utilize my full-range of professional planning skills. This includes processing current development projects and managing special planning studies and initiatives, such as the 2045 Comprehensive Plan update, *The Place to Be* Downtown Master Plan, and continued updates of the Land Development Code and SmartCode. Additionally, I regularly assist developers, property owners, and citizens. I have also utilized my graphic design skills to create effective documents, public engagement materials, and reports, while serving as the point of contact for Connect Tarpon Springs and department website.

I earned a Bachelor's Degree in Urban Planning and Development from Ball State University and achieved American Institute of Certified Planners (AICP) certification in May of 2016. I am a dedicated, hardworking, and responsible individual who thrives in a team environment where ideas and creativity can be shared. Furthermore, my management experience has taught me how to effectively lead a team to efficiently exceed expectations.

Finally, having the opportunity to work in and contribute to a community with rich history, passionate residents, and an unmatched development landscape has been incredibly fulfilling. I am very excited about the prospect of continuing to serve this community as the Director of Planning and Zoning.

Attached you will find a copy of my resume that further qualifies me for this position. Thank you in advance for your consideration.

Respectfully,

Allie Keen

Alexandra (Allie) Keen, AICP

PROFILE

Accomplished 15 year career as a professional planner, experienced in current and long-range planning practices, community outreach, and marketing and design.

Effectively works and thrives in a team environment where ideas and creativity are shared amongst professionals

Adept in time management and multi-tasking in order to complete projects efficiently and thoroughly.

Earned bachelor's degree in Urban Planning and Development from an APA accredited university and achieved AICP certification in 2016.

Seeking a leadership position responsible for driving team performance, fostering a culture of accountability and collaboration, while efficiently overseeing complex projects and city initiatives.

SKILLS & ACCOMPLISHMENTS

InDesign	████████████████████
Illustrator	████████████████████
Photoshop	████████████████████
Premiere	████████████████████
Sketchup	████████████████████
Microsoft Office	████████████████████
ArcGIS	████████████████████

- **PRESENTED AT FL. STATE PLANNING CONFERENCE**
Linking Lealman: Community Based Implementation Planning
September 2019

- **AICP CERTIFICATION**
May 2016

EDUCATION

Ball State University; Muncie, IN
Bachelor's of Urban Planning & Development
(BUPD May 2010)

Sparta High School; Sparta, NJ
(Diploma June 2006)

ALEXANDRA KEEN, AICP

urban planner



PALM HARBOR, FL



(727) 741-8919



ALLIEKEEN@ICLOUD.COM

PROFESSIONAL TIMELINE

- **CITY OF TARPON SPRINGS PLANNING & ZONING DEPARTMENT [TARPON SPRINGS, FLORIDA]**
SEPTEMBER 2020 - PRESENT
 - **PRINCIPAL PLANNER**
[PLANNING PROJECTS]: Responsibilities: Processing, review, and analysis of development proposals; preparation and presentation of staff reports to decision-making bodies; staffing and training advisory boards; providing assistance to developers, design professionals, and residents in preparation of applications; organizing effective community engagement sessions.
 - [SPECIAL PROJECTS]: 2045 Comprehensive Plan Update - Assisted Planning team in the development of the plan, formatting/layout/design of completed product; Sponge Docks & Greektown Community Placemaking Plan - Coordination with consulting team, participation in community engagement; The Place to Be Master Plan - Planning Dept. Project Manager; Land Development Code/SmartCode Updates - Primary department lead; CRA Annual Reports - formatting/layout/design; Software Management - Primary contact for Connect Tarpon Springs, ePlanSoft permit review platform, and department website.
- **PINELLAS COUNTY PLANNING DEPARTMENT [CLEARWATER, FLORIDA]**
JUNE 2017 - SEPTEMBER 2020
 - **PRINCIPAL PLANNER - STRATEGIC INITIATIVES SECTION**
[PLANNING PROJECTS]: Project Manager/Primary Author of the Lealman CRA Form-Based Code (FBC)- Key responsibilities include: drafting/formatting FBC, community outreach and education, coordination with community stakeholders and internal departments, presentations to committees and decision-making bodies, development of project webpage; Project Manager for the Planning Department's Age-Friendly Action Plan that was recognized by AARP.
 - [GRAPHIC DESIGN/MARKETING PROJECTS]: PlanPinellas - County's Updated Comprehensive Plan - formatting/layout/design of document, preparation of Guiding Principles Document and Quick Guide, development of webpage and marketing video; Downtown Palm Harbor FBC and Master Plan - formatting/layout/design of documents; CRA Annual Reports - formatting/layout/design; 2018 Planning Department Yearbook - developed and designed department yearbook to provide to new County Administrator.
- **COLUMBUS - BARTHOLOMEW COUNTY PLANNING DEPARTMENT [COLUMBUS, INDIANA]**
NOV. 2012 - JUNE 2017
 - **SENIOR PLANNER**
[SUBDIVISION SPECIALIST]: Processing, review, and documentation of all subdivision-related proposals; analysis of development proposals; preparation and presentation of staff reports to various decision-making bodies; provided assistance to developers, civil engineers, surveyors, and residents in preparation of applications; participation on special project teams and completion of special projects, including assistance to the Columbus Area MPO in development of 2040 Long Range Transportation Plan.
 - **ASSOCIATE PLANNER**
[PROJECT PLANNER]: Processing, review, and documentation of site plan and development applications; preparation and presentation of staff reports to various decision-making bodies; conducted site visits; analysis of development proposals; provided assistance to developers, civil engineers, and residents in preparation of applications.
- **DON PABLOS [GREENWOOD, INDIANA]**
JUNE 2010 - NOVEMBER 2012
 - **ASSISTANT MANAGER**
Front of house and service manager; accountable for scheduling, hiring, staffing needs and training new hires; ensured quality guest satisfaction.
- **CITY OF MARION PLANNING DEPARTMENT [MARION, INDIANA]**
MAY 2008 - DECEMBER 2009
 - **PLANNING INTERN - COMPREHENSIVE & NEIGHBORHOOD PLANNING INTERNSHIP**
Assisted in the development of the City's Comprehensive Plan and Downtown Master Plan.



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[AUGUST 11, 2026 / AUGUST 25, 2026]

STAFF REPORT

Application No. / Project Title: #26-56 (Strojnowski (E. Harrison St. Vacation))
Staff: Allie Keen, AICP, Interim Planning Director
Proposed Vacation: Vacate a portion of E. Harrison Street
Applicant: Marc Strojnowski & Emerald Garden Real Estate Inc/Kamran Rouhani
Location / Parcel ID: A portion of E. Harrison Street lying east of its intersection with North Avenue approximately 600 feet south of Martin Luther King, Jr. Dr.
Ordinance #: #2026-14

BACKGROUND SUMMARY:

The applicants are seeking vacation of a portion of the E. Harrison Street right-of-way encompassing approximately 7,950 square feet ($\pm$ 0.18 acres). This portion of E. Harrison Street is an unimproved 60-foot right-of-way that dead ends into the Tarpon Shores mobile home subdivision.

The applicants are requesting the vacation to enlarge their existing lots on the north and south sides of the right-of-way with the intention of developing each lot with a single-family home. These lots, which were created in 1952 as a part of the Toby Acres subdivision, are legally nonconforming in lot area and lot width. The incorporation of the vacated right-of-way will result in both lots becoming conforming with the current lot standards for the RM (Residential Multifamily) zoning district.

Per Section 216.00 of the Land Development Code, the applicant has submitted an application fee in the amount of \$24,546.96 covering "50 percent of the appraised value of the right-of-way proposed to be vacated."

PRELIMINARY STAFF RECOMMENDATION:

Staff recommends *approval* of Ordinance 2026-14.

REVIEW STANDARDS / STAFF ANALYSIS:

The standards for review of a vacation are established in Section 216.01 of the City of Tarpon Springs Comprehensive Zoning and Land Development Code (LDC). As provided in this section, a vacation shall only be approved if a positive finding, based upon substantial competent evidence, is made on each of the standards. These standards, along with planning staff's analysis are provided below:

- 1. The subject property is not needed for the distribution, expansion, or maintenance of existing or future utility services.**

Staff Analysis: There is a guy wire that extends into the proposed vacation area for an existing power pole located within the North Avenue right-of-way. The applicant has executed a guying wire easement with Duke Energy, which will be recorded by Duke Energy upon vacation of the right-of-way. There are no other



utilities present or planned for this right-of-way. Letters of no objection from all facility providers have been provided including: City of Tarpon Springs, Duke Energy, Clearwater Gas System, Frontier Communications, Spectrum Communications, and WOW Communications.

2. The property does not provide the sole means of access to an adjoining property.

Staff Analysis: This property does not provide the sole means of access to adjoining properties. East of the right-of-way is the Tarpon Shores mobile home subdivision, which would prevent any future extension of E. Harrison Street.

3. The property is not needed to implement the future circulation plans of the Transportation Element of the Comprehensive Plan.

Staff Analysis: The right-of-way is not needed to implement the Transportation Element of the Comprehensive Plan. Policy T2.2.3 of the Transportation Element states "The City shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use." The emergency management, police, public works, planning, and public services departments reviewed the proposed vacation request and determined the unimproved portion of E. Harrison St. is not required for present or future public use.

4. The property does not provide the adjoining neighborhood with a viable usable access or vista to the City's shoreline.

Staff Analysis: The subject right-of-way does not provide the adjoining neighborhood with viable, usable access or vista to the City's shoreline.

PUBLIC CORRESPONDENCE:

Notice was advertised in the Tampa Bay Times per Chapter 166.041, Florida Statutes. Notices were sent to property owners within 500 feet of the subject property. *Staff has not received any responses to these notices.*

ATTACHMENTS:

1. Staff Presentation
2. Draft Ordinance 2026-14
 - a. Exhibit A: Surveys
3. Letters of No Objection
4. Applicant Narrative
5. Guy Wire Easement
6. Application (Redacted)

STROJNOWSKI E. HARRISON ST. VACATION #26-56

Board of Commissioners Meetings – August 11, 2026 and August 25, 2026



REQUEST

#26-56 – Vacation of a portion of E. Harrison Street right-of-way located east of its intersection with North Ave., approx. 600 ft. south of Martin Luther King Jr. Dr.

Ordinance 2026-14

- Proposed Vacation: Vacate $\pm 7,950$ square feet (± 0.18 acres) of a 60-foot wide, unimproved public right-of-way
- Purpose of vacation request: To develop the existing lots on the north and south sides of the right-of-way with a single-family home on each lot.
- **Applicants/Owners**: Marc Strojnowski & Emerald Garden Real Estate Inc/Kamran Rouhani

LOCATION & CONTEXT



LOCATION & CONTEXT

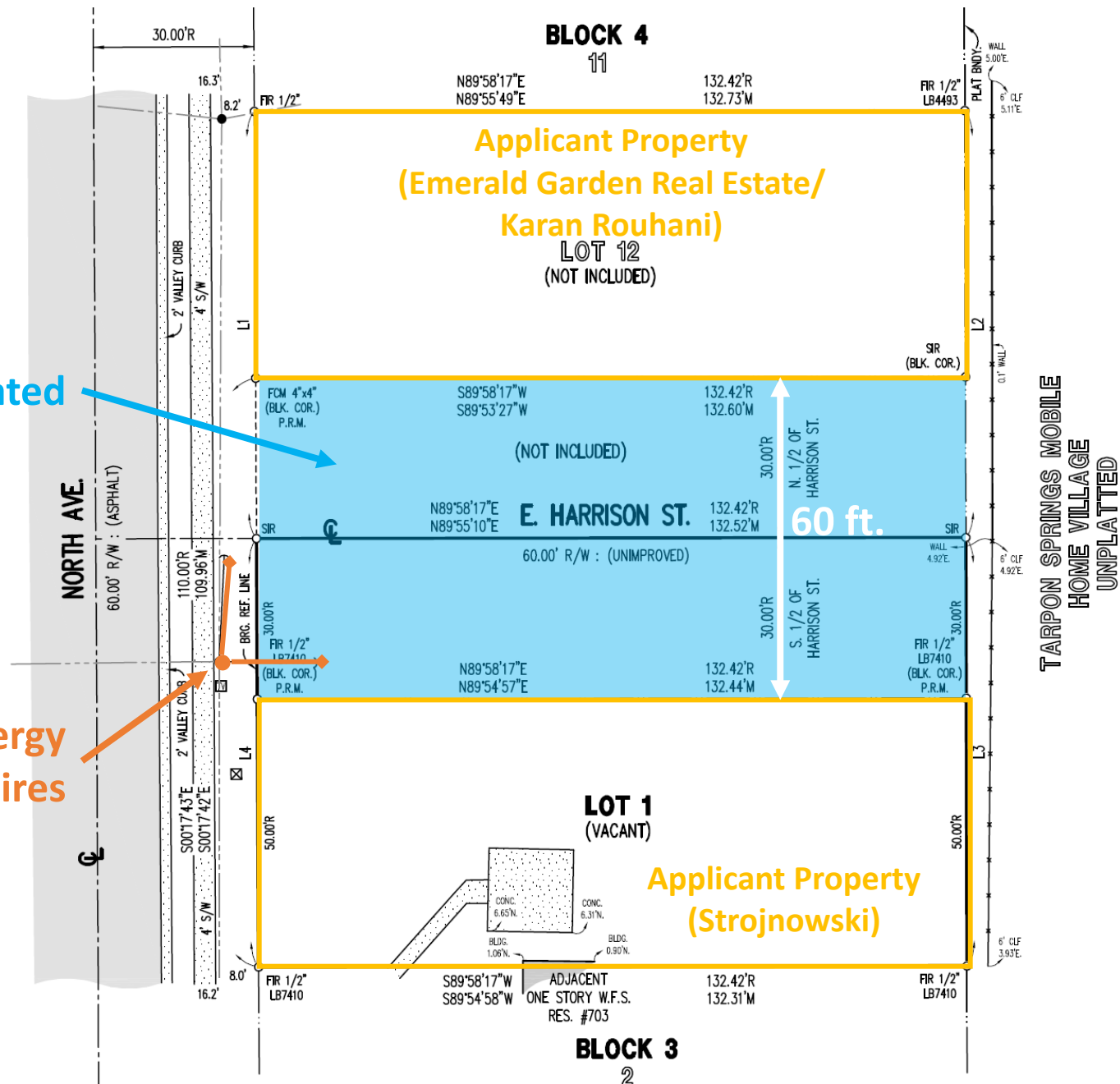




SURVEY

Area to be Vacated

Existing Duke Energy
Pole and Guy Wires





REVIEW CRITERIA – VACATION

- 1) **Property Not Needed for Utility Services.** There is a guy wire that extends into the proposed vacation area for an existing power pole located within the North Ave. right-of-way. The applicant has executed a guying wire easement with Duke Energy, which will be recorded by Duke Energy upon vacation. There are no other utilities present or planned. All service providers, including Duke Energy, have filed letters of “no objection” to the proposed vacation.
- 2) **Property Not Sole Access to Adjoining Property.** The property does not provide sole access to adjoining properties. East of the right-of-way is the Tarpon Shores mobile home subdivision, which would prevent any future extension of E. Harrison St.
- 3) **Property Not Needed to Implement Future Transportation Facilities.** The right-of-way is not needed to implement the Transportation Element nor required for a present or future public use.
- 4) **Property Does Not Provide Shoreline Access or Views.** There is no shoreline access/view in this area of the City.

PRELIMINARY STAFF RECOMMENDATION

Ordinance 2026-14: Staff recommends ***approval*** of the proposed partial vacation of E. Harrison Street.

Public Notice: The application was properly publicly noticed. There were no responses to the public notices.

ORDINANCE NO. 2026-14

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, VACATING AND ABANDONING 7,950 SQUARE FEET, MORE OR LESS, OF RIGHT-OF-WAY (ROW) OF EAST HARRISON STREET AT ITS INTERSECTION WITH NORTH AVENUE LOCATED APPROXIMATELY 600 FEET SOUTH OF MARTIN LUTHER KING JUNIOR DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDATION IN THE PUBLIC RECORDS OF PINELLAS COUNTY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has received a request (Application #26-56) for vacation of a portion of the unimproved right-of-way of East Harrison Street measuring approximately 7,950 square feet and lying east of its intersection with North Avenue approximately 600 feet south of Martin Luther King Jr. Drive, as shown in Exhibit “A”; and

WHEREAS, the requested vacation will add to and facilitate the use of the adjoining properties seeking this vacation; and,

WHEREAS, Section 3(c) of the City Charter and Sections 216.00 and 216.01 of the Comprehensive Zoning and Land Development Code authorizes the Board of Commissioners to vacate the property described herein if all conditions are met; and,

WHEREAS, all pertinent utility providers have provided the City with letters of no objection; and,

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

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

SECTION 1: FINDINGS

- a) The letters of no objection have been received from all franchised utility providers;
- b) The subject right of way does not provide the sole means of access to adjoining property;
- c) The subject right of way is not needed to implement the Transportation Element of the Tarpon Springs Comprehensive Plan; and
- d) The subject right of way does not provide the adjoining neighborhood with viable useable access or vista to the City’s shoreline.

SECTION 2: VACATION AND ABANDONMENT

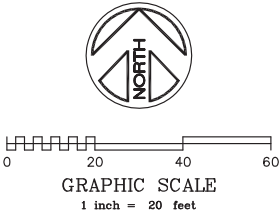
The City of Tarpon Springs does hereby approve the requested vacation of the right-of-way shown in “Exhibit A” herein, as all conditions of Land Development Code Section 216.01 have been met.

SECTION 4: EFFECTIVE DATE OF THIS ORDINANCE

This Ordinance shall become effective upon adoption and recording as provided in Section 5.

SECTION 5: RECORDATION IN THE PUBLIC RECORDS

The City Clerk is directed to record a copy of this Ordinance in the Public Records of Pinellas County, Florida.



LEGAL DESCRIPTION

LOT 1, BLOCK 3, TOGETHER WITH THE SOUTH 1/2 OF HARRISON STREET, TOBY'S ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE 58, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE

THE ABOVE DESCRIBED PROPERTY APPEARS TO BE IN ZONE X, IN ACCORDANCE WITH THE FIRM MAP OF THE CITY OF TARPON SPRINGS, PINELLAS COUNTY, COMMUNITY NUMBER 120259 (MAP NUMBER 12103C-0038-H), MAP DATED AUGUST 24, 2021.

PREPARED FOR

MARC STROJNOWSKI

BOUNDARY SURVEY - SHEET 1 OF 2

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE SJ-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE THIRD PARTY VERIFIED DIGITAL SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. PROVIDED COPIES OF THIS DOCUMENT WILL NOT BE CONSIDERED SIGNED AND SEALED.

MEAGAN R. ATTEBERY KRYSIAK

MEAGAN R. ATTEBERY KRYSIAK, PROFESSIONAL SURVEYOR & MAPPER No. 7573
THIS SURVEY IS NOT COMPLETE OR VALID WITHOUT THE SURVEYOR'S REPORT (SHEET 2)

JOB NUMBER: 260053 DATE SURVEYED: 3-18-2026
DRAWING FILE: 260053.DWG DATE DRAWN: 3-26-2026
LAST REVISION: N/A X REFERENCE: N/A

**GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED**
LAND SURVEYORS LAND PLANNERS
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256

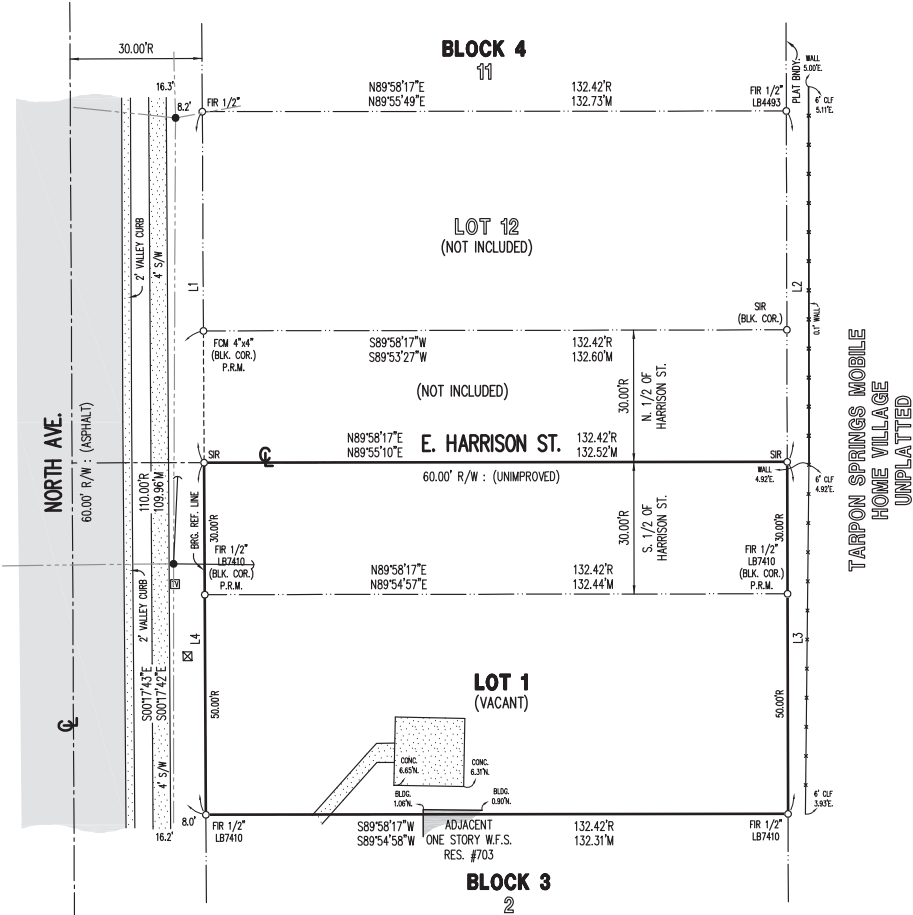
M.A.
LB 1834

- LINE L1
N0017°43'W - 80.00'R
N0017°42'W - 79.78'M
- LINE L2
S0017°43'E - 80.00'R
S00°08'44"E - 79.75'M
- LINE L3
S0017°43'E - 80.00'R
S00°08'44"E - 80.01'M
- LINE L4
N0017°43'W - 80.00'R
N0017°42'W - 80.02'M

LEGEND

- - POWER POLE
- - TELCOM VAULT
- ⊠ - WATER METER
- - GUY WIRE
- - - OVERHEAD WIRES

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SURVEYOR'S REPORT

SHEET 2 OF 2

SURVEY ABBREVIATIONS

A = ARC LENGTH
A/C = AIR CONDITIONER
AF = ALUMINUM FENCE
ALUM = ALUMINUM
ASPH = ASPHALT
BFE = BASE FLOOD ELEVATION
BLDG = BUILDING
BLK = BLOCK
BM = BENCH MARK
BNRY = BOUNDARY
BRG = BEARING
BWF = BARBED WIRE FENCE
C = CALCULATED
CB = CHORD BEARING
CBS = CONCRETE BLOCK STRUCTURE
CHD = CHORD
CL = CENTERLINE
CLF = CHAIN LINK FENCE
CLOS = CLOSURE
COL = COLUMN
CONC = CONCRETE
CR = COUNTY ROAD
C/S = CONCRETE SLAB
COR = CORNER
COV = COVERED AREA

D = DEED
DOT = DEPARTMENT OF TRANSPORTATION
DRNG = DRAINAGE
D/W = DRIVEWAY
EL OR ELEV = ELEVATION
EOP = EDGE OF PAVEMENT
EOW = EDGE OF WATER
ESMT = EASEMENT
FOM = FOUND CONCRETE MONUMENT
FES = FURRED END SECTION
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FL = FLOW LINE
FLD = FIELD
FND = FOUND
FOP = FOUND OPEN PIPE
FPC = FLORIDA POWER CORP.
FPP = FOUND PINCHED PIPE
FRM = FRAME
FZL = FLOOD ZONE LINE
GAR = GARAGE
G/E = GLASS ENCLOSURE
HWF = HOG WIRE FENCE
HWL = HIGH WATER LINE
INV = INVERT

LB = LAND SURVEYING BUSINESS
LFE = LOWEST FLOOR ELEV
LHSM = LOWEST HORIZONTAL STRUCTURAL MEMBER
LS = LAND SURVEYOR
M = MEASURED
MAS = MASONRY
MES = MITERED END SECTION
MH = MANHOLE
MHWL = MEAN HIGH WATER LINE
MSL = MEAN SEA LEVEL
NAB = NAIL AND BOTTLE CAP
NAD = NAIL AND DISK
NAT = NAIL AND TAB
NGVD = NATIONAL GEODETIC VERTICAL DATUM
NO = NUMBER
O/A = OVERALL
OHW = OVERHEAD WIRE(S)
OR = OFFICIAL RECORDS
O/S = OFFSET
P = PLAT
PB = PLAT BOOK
PC = POINT OF CURVE
POC = POINT OF COMPOUND CURVE
POP = PERMANENT CONTROL POINT
PG = PAGE

PK = PARKER KALON
PL = PROPERTY LINE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POL = POINT ON LINE
PP = POWER POLE
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PROP = PROPERTY
PSM = PROFESSIONAL SURVEYOR & MAPPER
PVCF = PVC FENCE
PWT = PAVEMENT
RAD = RADIUS
R = RECORD
REF = REFERENCE
RES = RESIDENCE
RL = RADIAL LINE
RLS = REGISTERED LAND SURVEYOR
RND = ROUND
RNG = RANGE
RRS = RAIL ROAD SPIKE
R/W = RIGHT-OF-WAY
SCM = SET CONCRETE MONUMENT
S/E = SCREENED ENCLOSURE
SEC = SECTION

SET NAD = SET NAIL AND DISK LB# 1834
SIR = SET 1/2" IRON ROD LB# 1834
SQ = SQUARE
SRF = SPLIT RAIL FENCE
SR = STATE ROAD
STY = STORY
SUB = SUBDIVISION
S/W = SIDEWALK
TB = "T" BAR
TBM = TEMPORARY BENCH MARK
TC = TOP OF CURB
TOB = TOP OF BANK
TOS = TOE OF SLOPE
TRANS = TRANSFORMER
TWP = TOWNSHIP
TYP = TYPICAL
UG = UNDERGROUND
UTIL = UTILITY
WD = WOOD
WF = WOOD FENCE
WFS = WOOD FRAME STRUCTURE
WIF = WROUGHT IRON FENCE
WT = WITNESS
WRF = WIRE FENCE
WV = WATER VALVE

*** ABBREVIATIONS MAY ALSO BE CONCATENATED AS REQUIRED.

*** OTHER COMMONLY RECOGNIZED AND/OR ACCEPTED ABBREVIATIONS ARE ALSO UTILIZED BUT NOT SPECIFIED HEREON.

GENERAL NOTES

1.) THIS SURVEY HAS BEEN EXCLUSIVELY PREPARED FOR THE NAMED ENTITIES (THE "CERTIFIED PARTIES") SHOWN HEREON AND IS NOT TRANSFERABLE. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON AND/OR RE-USE THIS SURVEY FOR ANY PURPOSE WITHOUT THE EXPRESSED, WRITTEN CONSENT OF GEORGE A. SHIMP II & ASSOCIATES, INC. (THE "SURVEY FIRM") AND THE CERTIFYING PROFESSIONAL SURVEYOR AND MAPPER (THE "SIGNING SURVEYOR"), HEREINAFTER COLLECTIVELY REFERRED TO AS "THE SURVEYOR". NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THE CERTIFIED PARTIES SHOWN ON THIS SURVEY.

2.) UNAUTHORIZED COPIES AND/OR REPRODUCTIONS VIA ANY MEDIUM OF THIS SURVEY OR ANY PORTIONS THEREOF ARE EXPRESSLY PROHIBITED WITHOUT THE SURVEYOR'S EXPRESSED, WRITTEN CONSENT.

3.) THE WORD "CERTIFY" AS SHOWN AND USED HEREON, MEANS AN EXPRESSION OF THE SURVEYOR'S OPINION REGARDING THE FACTS OF THE SURVEY BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EITHER EXPRESSED OR IMPLIED.

4.) THIS SURVEY SHALL BE VALID FOR ONE (1) YEAR FROM THE DATE OF FIELD SURVEY SHOWN HEREON.

5.) THIS PROPERTY WAS SURVEYED BASED ON THE PROPERTY'S LEGAL DESCRIPTION, AS SHOWN HEREON, WHICH UNLESS OTHERWISE STATED, WAS PROVIDED TO THE SURVEYOR BY THE CLIENT, OR CLIENT'S DESIGNATED AGENT.

6.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR TITLE COMMITMENT AND IS SUBJECT TO ANY DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND/OR OTHER MATTERS OF RECORD. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR, ENTITLED AS SHOWN.

7.) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER MATTERS OF RECORD THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY THAT ARE NOT SHOWN HEREON AND MAY (OR MAY NOT) BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

8.) BASIS OF BEARINGS IS PLAT, UNLESS OTHERWISE SHOWN OR STATED.

9.) THERE ARE NO VISIBLE ENCROACHMENTS, EXCEPT AS SHOWN HEREON.

10.) THIS SURVEY SHOWS VISIBLE, ABOVE GROUND FEATURES. NO UNDERGROUND FEATURES, INCLUDING BUT NOT LIMITED TO FOUNDATIONS, STRUCTURES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.

11.) ALL BUILDING TIES, PROPERTY MARKER LOCATIONS AND OTHER SITE IMPROVEMENT LOCATIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO ADJACENT BOUNDARY LINES, UNLESS OTHERWISE STATED.

12.) THE FLOOD ZONE DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND DOES NOT IMPLY THAT THE PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING AND DAMAGE. LARGER FLOODS THAN THOSE PREDICATED ON SAID MAP MAY OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THE FLOOD INSURANCE RATE MAP "IS FOR INSURANCE PURPOSES ONLY" AND ANY DAMAGES THAT MAY RESULT FROM RELIANCE ON THIS FLOOD ZONE DETERMINATION SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. THE FLOOD ZONE LINES (IF ANY) SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON A SCALED INTERPRETATION FROM THE FLOOD INSURANCE RATE MAP AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

13.) UNLESS OTHERWISE SHOWN, THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP LINES, LINES AFFECTED BY ADVERSE USE, LINES OF CONFLICTING/OVERLAPPING DEEDS, OR OTHER LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW.

14.) NO INFORMATION ON ADJOINING PROPERTY OWNERS OR ADJOINING PROPERTY RECORDING INFORMATION WAS PROVIDED TO THE SURVEYOR.

15.) BECAUSE OF THE POSSIBILITY OF MOVEMENT OF THE MONUMENTATION FROM ITS ORIGINAL PLACEMENT BY PERSONS OTHER THAN THE SURVEYOR, IT IS RECOMMENDED THAT PRIOR TO ANY NEW IMPROVEMENTS ON THE PROPERTY THAT THE POSITION OF THE MONUMENTATION BE VERIFIED.

16.) FENCES AND WALLS (IF ANY) SHOWN ALONG THE BOUNDARIES OF THIS SURVEY ARE EXAGGERATED FOR CLARITY AND OWNERSHIP IS NOT DETERMINED. THE TIES AT THE PROPERTY CORNERS OR AT SPECIFICALLY DESIGNATED POINTS ARE BASED UPON FIELD LOCATIONS. FENCES AND WALLS ALONG OTHER PROPERTY BOUNDARIES MEANDER AND ARE APPROXIMATE. PRIOR TO THE RECONSTRUCTION OF ANY FENCES OR WALLS, IT WOULD BE PRUDENT TO HAVE THE BOUNDARY LINE STAKED.

17.) THE PRINTED DIMENSIONS SHOWN ON THIS SURVEY SUPERSEDE ANY SCALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.

18.) THIS SURVEY IS A REPRESENTATION OF EXISTING FIELD CONDITIONS AT THE TIME OF THE FIELD SURVEY AND UNLESS OTHERWISE SHOWN, IS BASED ON EXISTING SURVEY MONUMENTATION AS FOUND IN THE FIELD.

19.) THE ACCURACY OF THIS SURVEY, AS OBTAINED BY FIELD-MEASURED CONTROL MEASUREMENTS AND CALCULATIONS, MEETS OR EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY REQUIREMENT AS SPECIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17, FLORIDA ADMINISTRATIVE CODE).

20.) THIS SURVEY IS BEING CERTIFIED ACCORDING TO THE LAST DATE OF FIELD SURVEY AND NOT THE SIGNATURE DATE (IF ANY).

21.) THIS SURVEY SHALL NOT BE FILED FOR PUBLIC RECORDS WITHOUT THE KNOWLEDGE AND THE EXPRESSED, WRITTEN CONSENT OF THE SURVEYOR.

22.) UNLESS OTHERWISE SHOWN, THE DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE BASED ON THE DEFINITION OF A FOOT AS ADOPTED BY THE UNITED STATES BUREAU OF STANDARDS AND REFER TO THE HORIZONTAL PLANE.

23.) TREES BY NATURE ARE IRREGULAR IN SHAPE AND SIZE AND EVERY EFFORT IS MADE TO ACCURATELY LOCATE THEM. THE TREE SIZE IS DETERMINED AT CHEST HEIGHT DIAMETER AND THE TREE LOCATION IS CENTER OF THE TREE TRUNK. ANY TREE LOCATIONS THAT ARE CRITICAL TO DESIGN SHOULD BE FIELD VERIFIED. EVERY EFFORT HAS BEEN MADE TO PROPERLY IDENTIFY THE TREES SHOWN HEREON. HOWEVER, TREE IDENTIFICATION IS OUTSIDE THE AREA OF EXPERTISE OF A PROFESSIONAL SURVEYOR AND MAPPER, THEREFORE, THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR IDENTIFICATION OF TREE SPECIES. ALL TREE TYPES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND ANY TREE SPECIES THAT ARE CRITICAL SHOULD BE VERIFIED BY A CERTIFIED ARBORIST.

24.) THIS SURVEY SHALL NOT BE USED WITH A SURVEY AFFIDAVIT. AN INCORRECT SURVEY AFFIDAVIT CAN INCREASE THE OWNER/BUYER'S LIABILITY, DECREASE THEIR LEGAL RIGHTS AND PROTECTIONS WHICH ARE AFFORDED BY A CURRENT SURVEY AND MAY RESULT IN COSTLY LITIGATION AS WELL. AN INCORRECT SURVEY AFFIDAVIT CAN BE THE RESULT OF CHANGES MADE TO THE PROPERTY SINCE THE DATE OF THE LAST SURVEY, WHICH MAY INCLUDE IMPROVEMENTS MADE BY THE OWNER, ADJACENT OWNERS OR UTILITY COMPANIES OR CHANGES IN THE SURVEY BOUNDARY MONUMENTATION. USE OF THIS SURVEY BY A LENDING INSTITUTION OR TITLE COMPANY IN CONJUNCTION WITH A SURVEY AFFIDAVIT IS STRICTLY PROHIBITED AND SHALL RENDER THIS SURVEY NULL AND VOID.

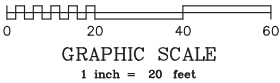
25.) THIS DOCUMENT IS ONLY VALID FOR THE REVIEW PROCESS BY THE AUTHORITY HAVING JURISDICTION AND MUST CONTAIN THE THIRD PARTY VERIFIED DIGITAL SIGNATURE AND SEAL DISTRIBUTION OF THIS DOCUMENT TO THIRD PARTIES WILL RENDER THIS DOCUMENT INVALID AND NO LIABILITY WILL BE ASSUMED BY THE SIGNING SURVEYOR.



GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED
LAND SURVEYORS LAND PLANNERS
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256



Megan R. Attebery Krysak
MEAGAN R. ATTEBERY KRYSAK, PROFESSIONAL SURVEYOR & MAPPER No. 7573
260053
JOB NUMBER
3-18-2026
DATE SURVEYED



LEGAL DESCRIPTION

LOT 12, BLOCK 4, TOGETHER WITH THE NORTH HALF OF HARRISON STREET, TOBY'S ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE 58, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE

THE ABOVE DESCRIBED PROPERTY APPEARS TO BE IN ZONE X, IN ACCORDANCE WITH THE FIRM MAP OF THE CITY OF TARPON SPRINGS, PINELLAS COUNTY, COMMUNITY NUMBER 120259 (MAP NUMBER 12103C-0038-H), MAP DATED AUGUST 24, 2021.

PREPARED FOR

EMERALD GARDEN REAL ESTATE, INC.

BOUNDARY SURVEY - SHEET 1 OF 2

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE SJ-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED ON THIS SURVEY AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE THIRD PARTY VERIFIED DIGITAL SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF THIS DOCUMENT WILL NOT BE CONSIDERED SIGNED AND SEALED.

Meagan R. Attebery Krysak

MEAGAN R. ATTEBERY KRYSAK, PROFESSIONAL SURVEYOR & MAPPER No. 7573
THIS SURVEY IS NOT COMPLETE OR VALID WITHOUT THE SURVEYOR'S REPORT (SHEET 2)

JOB NUMBER: 260053 DATE SURVEYED: 3-18-2026
DRAWING FILE: 260053.DWG DATE DRAWN: 3-26-2026
LAST REVISION: N/A X REFERENCE: N/A

GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED
LAND SURVEYORS LAND PLANNERS
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256

M.A.
LB 1834



LINE L1
N0017°43'W - 80.00'R
N0017°42'W - 79.78'M

LINE L2
S0017°43'E - 80.00'R
S00°08'44"E - 79.75'M

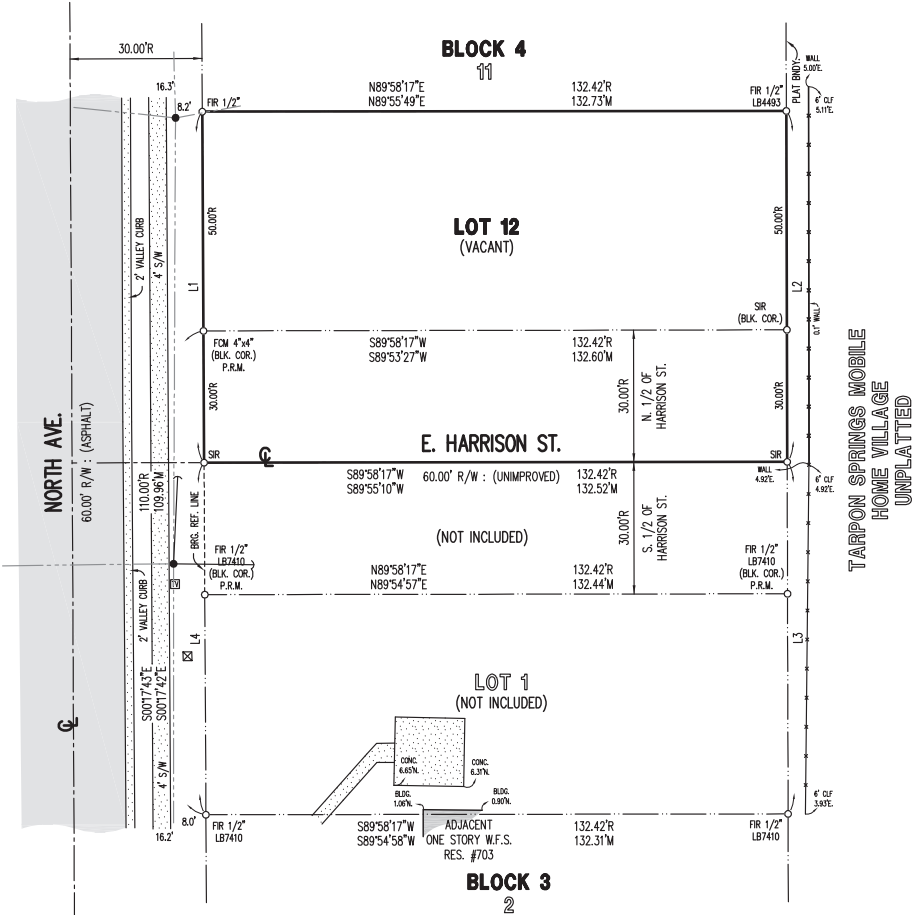
LINE L3
S0017°43'E - 80.00'R
S00°08'44"E - 80.01'M

LINE L4
N0017°43'W - 80.00'R
N0017°42'W - 80.02'M

LEGEND

- - POWER POLE
- - TELCOM VAULT
- ⊠ - WATER METER
- - GUY WIRE
- - - OVERHEAD WIRES

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DO NOT COPY OR REPRODUCE



SURVEYOR'S REPORT

SHEET 2 OF 2

SURVEY ABBREVIATIONS

A = ARC LENGTH
A/C = AIR CONDITIONER
AF = ALUMINUM FENCE
ALUM = ALUMINUM
ASPH = ASPHALT
BFE = BASE FLOOD ELEVATION
BLDG = BUILDING
BLK = BLOCK
BM = BENCH MARK
BNRY = BOUNDARY
BRG = BEARING
BWF = BARBED WIRE FENCE
C = CALCULATED
CB = CHORD BEARING
CBS = CONCRETE BLOCK STRUCTURE
CHD = CHORD
CL = CENTERLINE
CLF = CHAIN LINK FENCE
CLOS = CLOSURE
COL = COLUMN
CONC = CONCRETE
CR = COUNTY ROAD
C/S = CONCRETE SLAB
COR = CORNER
COV = COVERED AREA

D = DEED
DOT = DEPARTMENT OF TRANSPORTATION
DRNG = DRAINAGE
D/W = DRIVEWAY
EL OR ELEV = ELEVATION
EOP = EDGE OF PAVEMENT
EOW = EDGE OF WATER
ESMT = EASEMENT
FOM = FOUND CONCRETE MONUMENT
FES = FURRED END SECTION
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FL = FLOW LINE
FLD = FIELD
FND = FOUND
FOP = FOUND OPEN PIPE
FPC = FLORIDA POWER CORP.
FPP = FOUND PINCHED PIPE
FRM = FRAME
FZL = FLOOD ZONE LINE
GAR = GARAGE
G/E = GLASS ENCLOSURE
HWF = HOG WIRE FENCE
HWL = HIGH WATER LINE
INV = INVERT

LB = LAND SURVEYING BUSINESS
LFE = LOWEST FLOOR ELEV
LHSM = LOWEST HORIZONTAL STRUCTURAL MEMBER
LS = LAND SURVEYOR
M = MEASURED
MAS = MASONRY
MES = MITERED END SECTION
MH = MANHOLE
MHWL = MEAN HIGH WATER LINE
MSL = MEAN SEA LEVEL
NAB = NAIL AND BOTTLE CAP
NAD = NAIL AND DISK
NAT = NAIL AND TAB
NGVD = NATIONAL GEODETIC VERTICAL DATUM
NO = NUMBER
O/A = OVERALL
OHW = OVERHEAD WIRE(S)
OR = OFFICIAL RECORDS
O/S = OFFSET
P = PLAT
PB = PLAT BOOK
PC = POINT OF CURVE
POC = POINT OF COMPOUND CURVE
POP = PERMANENT CONTROL POINT
PG = PAGE

PK = PARKER KALON
PL = PROPERTY LINE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POL = POINT ON LINE
PP = POWER POLE
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PROP = PROPERTY
PSM = PROFESSIONAL SURVEYOR & MAPPER
PVCF = PVC FENCE
PWT = PAVEMENT
RAD = RADIUS
R = RECORD
REF = REFERENCE
RES = RESIDENCE
RL = RADIAL LINE
RLS = REGISTERED LAND SURVEYOR
RND = ROUND
RNG = RANGE
RRS = RAIL ROAD SPIKE
R/W = RIGHT-OF-WAY
SOM = SET CONCRETE MONUMENT
S/E = SCREENED ENCLOSURE
SEC = SECTION

SET NAD = SET NAIL AND DISK LB# 1834
SIR = SET 1/2" IRON ROD LB# 1834
SQ = SQUARE
SRF = SPLIT RAIL FENCE
SR = STATE ROAD
STY = STORY
SUB = SUBDIVISION
S/W = SIDEWALK
TB = "T" BAR
TBM = TEMPORARY BENCH MARK
TC = TOP OF CURB
TOB = TOP OF BANK
TOS = TOE OF SLOPE
TRANS = TRANSFORMER
TWP = TOWNSHIP
TYP = TYPICAL
UG = UNDERGROUND
UTIL = UTILITY
WD = WOOD
WF = WOOD FENCE
WFS = WOOD FRAME STRUCTURE
WIF = WROUGHT IRON FENCE
WT = WITNESS
WRF = WIRE FENCE
WV = WATER VALVE

*** ABBREVIATIONS MAY ALSO BE CONCATENATED AS REQUIRED.

*** OTHER COMMONLY RECOGNIZED AND/OR ACCEPTED ABBREVIATIONS ARE ALSO UTILIZED BUT NOT SPECIFIED HEREON.

GENERAL NOTES

1.) THIS SURVEY HAS BEEN EXCLUSIVELY PREPARED FOR THE NAMED ENTITIES (THE "CERTIFIED PARTIES") SHOWN HEREON AND IS NOT TRANSFERABLE. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON AND/OR RE-USE THIS SURVEY FOR ANY PURPOSE WITHOUT THE EXPRESSED, WRITTEN CONSENT OF GEORGE A. SHIMP II & ASSOCIATES, INC. (THE "SURVEY FIRM") AND THE CERTIFYING PROFESSIONAL SURVEYOR AND MAPPER (THE "SIGNING SURVEYOR"), HEREINAFTER COLLECTIVELY REFERRED TO AS "THE SURVEYOR". NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THE CERTIFIED PARTIES SHOWN ON THIS SURVEY.

2.) UNAUTHORIZED COPIES AND/OR REPRODUCTIONS VIA ANY MEDIUM OF THIS SURVEY OR ANY PORTIONS THEREOF ARE EXPRESSLY PROHIBITED WITHOUT THE SURVEYOR'S EXPRESSED, WRITTEN CONSENT.

3.) THE WORD "CERTIFY" AS SHOWN AND USED HEREON, MEANS AN EXPRESSION OF THE SURVEYOR'S OPINION REGARDING THE FACTS OF THE SURVEY BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EITHER EXPRESSED OR IMPLIED.

4.) THIS SURVEY SHALL BE VALID FOR ONE (1) YEAR FROM THE DATE OF FIELD SURVEY SHOWN HEREON.

5.) THIS PROPERTY WAS SURVEYED BASED ON THE PROPERTY'S LEGAL DESCRIPTION, AS SHOWN HEREON, WHICH UNLESS OTHERWISE STATED, WAS PROVIDED TO THE SURVEYOR BY THE CLIENT, OR CLIENT'S DESIGNATED AGENT.

6.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR TITLE COMMITMENT AND IS SUBJECT TO ANY DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND/OR OTHER MATTERS OF RECORD. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR, ENTITLED AS SHOWN.

7.) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER MATTERS OF RECORD THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY THAT ARE NOT SHOWN HEREON AND MAY (OR MAY NOT) BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

8.) BASIS OF BEARINGS IS PLAT, UNLESS OTHERWISE SHOWN OR STATED.

9.) THERE ARE NO VISIBLE ENCROACHMENTS, EXCEPT AS SHOWN HEREON.

10.) THIS SURVEY SHOWS VISIBLE, ABOVE GROUND FEATURES. NO UNDERGROUND FEATURES, INCLUDING BUT NOT LIMITED TO FOUNDATIONS, STRUCTURES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.

11.) ALL BUILDING TIES, PROPERTY MARKER LOCATIONS AND OTHER SITE IMPROVEMENT LOCATIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO ADJACENT BOUNDARY LINES, UNLESS OTHERWISE STATED.

12.) THE FLOOD ZONE DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND DOES NOT IMPLY THAT THE PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING AND DAMAGE. LARGER FLOODS THAN THOSE PREDICATED ON SAID MAP MAY OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THE FLOOD INSURANCE RATE MAP "IS FOR INSURANCE PURPOSES ONLY" AND ANY DAMAGES THAT MAY RESULT FROM RELIANCE ON THIS FLOOD ZONE DETERMINATION SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. THE FLOOD ZONE LINES (IF ANY) SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON A SCALED INTERPRETATION FROM THE FLOOD INSURANCE RATE MAP AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

13.) UNLESS OTHERWISE SHOWN, THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP LINES, LINES AFFECTED BY ADVERSE USE, LINES OF CONFLICTING/OVERLAPPING DEEDS, OR OTHER LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW.

14.) NO INFORMATION ON ADJOINING PROPERTY OWNERS OR ADJOINING PROPERTY RECORDING INFORMATION WAS PROVIDED TO THE SURVEYOR.

15.) BECAUSE OF THE POSSIBILITY OF MOVEMENT OF THE MONUMENTATION FROM ITS ORIGINAL PLACEMENT BY PERSONS OTHER THAN THE SURVEYOR, IT IS RECOMMENDED THAT PRIOR TO ANY NEW IMPROVEMENTS ON THE PROPERTY THAT THE POSITION OF THE MONUMENTATION BE VERIFIED.

16.) FENCES AND WALLS (IF ANY) SHOWN ALONG THE BOUNDARIES OF THIS SURVEY ARE EXAGGERATED FOR CLARITY AND OWNERSHIP IS NOT DETERMINED. THE TIES AT THE PROPERTY CORNERS OR AT SPECIFICALLY DESIGNATED POINTS ARE BASED UPON FIELD LOCATIONS. FENCES AND WALLS ALONG OTHER PROPERTY BOUNDARIES MEANDER AND ARE APPROXIMATE. PRIOR TO THE RECONSTRUCTION OF ANY FENCES OR WALLS, IT WOULD BE PRUDENT TO HAVE THE BOUNDARY LINE STAKED.

17.) THE PRINTED DIMENSIONS SHOWN ON THIS SURVEY SUPERSEDE ANY SCALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.

18.) THIS SURVEY IS A REPRESENTATION OF EXISTING FIELD CONDITIONS AT THE TIME OF THE FIELD SURVEY AND UNLESS OTHERWISE SHOWN, IS BASED ON EXISTING SURVEY MONUMENTATION AS FOUND IN THE FIELD.

19.) THE ACCURACY OF THIS SURVEY, AS OBTAINED BY FIELD-MEASURED CONTROL MEASUREMENTS AND CALCULATIONS, MEETS OR EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY REQUIREMENT AS SPECIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17, FLORIDA ADMINISTRATIVE CODE).

20.) THIS SURVEY IS BEING CERTIFIED ACCORDING TO THE LAST DATE OF FIELD SURVEY AND NOT THE SIGNATURE DATE (IF ANY).

21.) THIS SURVEY SHALL NOT BE FILED FOR PUBLIC RECORDS WITHOUT THE KNOWLEDGE AND THE EXPRESSED, WRITTEN CONSENT OF THE SURVEYOR.

22.) UNLESS OTHERWISE SHOWN, THE DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE BASED ON THE DEFINITION OF A FOOT AS ADOPTED BY THE UNITED STATES BUREAU OF STANDARDS AND REFER TO THE HORIZONTAL PLANE.

23.) TREES BY NATURE ARE IRREGULAR IN SHAPE AND SIZE AND EVERY EFFORT IS MADE TO ACCURATELY LOCATE THEM. THE TREE SIZE IS DETERMINED AT CHEST HEIGHT DIAMETER AND THE TREE LOCATION IS CENTER OF THE TREE TRUNK. ANY TREE LOCATIONS THAT ARE CRITICAL TO DESIGN SHOULD BE FIELD VERIFIED. EVERY EFFORT HAS BEEN MADE TO PROPERLY IDENTIFY THE TREES SHOWN HEREON. HOWEVER, TREE IDENTIFICATION IS OUTSIDE THE AREA OF EXPERTISE OF A PROFESSIONAL SURVEYOR AND MAPPER, THEREFORE, THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR IDENTIFICATION OF TREE SPECIES. ALL TREE TYPES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND ANY TREE SPECIES THAT ARE CRITICAL SHOULD BE VERIFIED BY A CERTIFIED ARBORIST.

24.) THIS SURVEY SHALL NOT BE USED WITH A SURVEY AFFIDAVIT. AN INCORRECT SURVEY AFFIDAVIT CAN INCREASE THE OWNER/BUYER'S LIABILITY, DECREASE THEIR LEGAL RIGHTS AND PROTECTIONS WHICH ARE AFFORDED BY A CURRENT SURVEY AND MAY RESULT IN COSTLY LITIGATION AS WELL. AN INCORRECT SURVEY AFFIDAVIT CAN BE THE RESULT OF CHANGES MADE TO THE PROPERTY SINCE THE DATE OF THE LAST SURVEY, WHICH MAY INCLUDE IMPROVEMENTS MADE BY THE OWNER, ADJACENT OWNERS OR UTILITY COMPANIES OR CHANGES IN THE SURVEY BOUNDARY MONUMENTATION. USE OF THIS SURVEY BY A LENDING INSTITUTION OR TITLE COMPANY IN CONJUNCTION WITH A SURVEY AFFIDAVIT IS STRICTLY PROHIBITED AND SHALL RENDER THIS SURVEY NULL AND VOID.

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**GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED**
LAND SURVEYORS LAND PLANNERS
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256



Meagan R. Attebery Krysak
MEAGAN R. ATTEBERY KRYSAK, PROFESSIONAL SURVEYOR & MAPPER No. 7573
260053 3-18-2026
JOB NUMBER DATE SURVEYED



City of Tarpon Springs, Florida

PLANNING AND ZONING DEPARTMENT
324 EAST PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711

Renea Vincent, AICP, CPM
Director

January 27, 2026

Marc Strojnowski
1543 12th Street South
St. Petersburg, FL 33705-2451
(delivered by email to marc.strojnowski@gmail.com)

RE: Vacation of that portion of Harrison Avenue adjacent to Parcel ID No. 18-27-16-91080-003-0010

Dear Mr. Strojnowski:

This letter is provided to inform you that City staff does not object to your proposal to vacate a portion of Harrison Street located east of North Avenue and located adjacent to your property (Parcel ID No. 18-27-16-91080-003-0010).

Please provide a completed application for vacation of right-of-way along with a survey and legal description of the proposed vacation, this no objection letter and the no objections letters from all other service providers. Your application fee will be determined upon receipt of all materials. Once the application is complete and the fee is paid, the request will be scheduled before the Board of Commissioners for a determination.

Please let me know if you have any questions.

Sincerely,

Patricia L. McNeese, AICP
Planning Supervisor



777 Maple Street • Clearwater, FL 33755

PO Box 4748 • Clearwater, FL • 33758-4748

(727) 562-4900 • Fax (727) 462-6013

November 21, 2025

Marc Strojnowski <marc.strojnowski@gmail.com>

RE: Request for No Objection to Vacate Easement – North Ave, Tarpon Springs, FL

Marc Strojnowski,

X CGS Energy has no objection to the proposed ROW vacation – Harrison Street - north of Parcel: 18-27-16-91080-003-0010.

___ CGS Energy has no objection provided applicant bears the entire expense for relocation of existing CGS Energy facilities.

___ In order to properly evaluate this request, CGS Energy will need detailed plans of facilities proposed for subject areas.

___ CGS Energy has facilities within this area, which may conflict with subject project. Please contact Sunshine 811 two full business days prior to commencement of construction at 811 for utility locations.

Please call me if you have any questions or need any additional information at (727) 444-8919.

Sincerely,

Jacinta Corcoba
Gas Section Manager - Design/Permitting
Mobile: (727) 422-9998
Email: jacinta.corcoba@cgsenergy.org

[illegible]



2166 Palmetto Street
Clearwater, FL 33765
Mail Code: CWBAYG
Office-727-893-9262

Email: Jonathan.Kasper@Duke-Energy.com

May 12, 2026

MARC STROJNOWSKI
1543 12TH ST S
ST PETERSBURG, FL 33705-2451

RE: *Approval of a Rd. Right of Way Vacation-Portion of Harrison St.*
Parcel ID: NA-Abutting 18-27-16-91080-003-0010 & 18-27-16-91080-004-0120
Owner: NA-Currently Rd. Right of Way
Address: NA

Dear Mr. Strojnowski,

Please be advised that Duke Energy Florida, LLC., [Distribution Department](#) and [Transmission Department](#) has “**NO OBJECTIONS**” to the 60’ wide Right of Way vacation of Harrison St, lying East of North Avenue, further shown on accompanying Exhibit.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Jonathan Kasper

Jonathan Kasper
Sr. Real Estate Representative
Duke Energy Florida





FRONTIER

2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

11/12/2025

Attn: Mark Strojnowski
Property Owner
1543 12th St S
St Petersburg, FL 33705
marc.strojnowski@gmail.com

RE: Vacation of Right-of-Way – E Harrison St ROW, adjacent to S of 623 North Ave, Tarpon Springs, FL

Dear Mr. Strojnowski,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☒ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

Waidley, Stephen

From: marc stroj <marc.strojnowski@gmail.com>
Sent: Thursday, November 6, 2025 1:54 PM
To: Waidley, Stephen
Subject: Request for No Objection to Vacate Easement – North Ave, Tarpon Springs, FL

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Mr Waidley,

I'm contacting you to request Frontier's review and possible "no objection" for a proposed vacation of land located in Tarpon Springs, FL, on North Ave next to 623 North Ave.

The area in question does not have an assigned parcel number. It is shown in blue on the attached map and is part of the E. Harrison St. right-of-way / easement.

Could you please advise what documentation or forms are required to initiate Frontier's review and obtain a "no objection" letter for this request?

Thank you for your time and assistance.





marc <marc.strojnowski@gmail.com>

Request for No Objection to Vacate Easement – North Ave, Tarpon Springs, FL

Holtzhouse, Andrew J <andrew.holtzhouse@charter.com>

Mon, Nov 17, 2025 at 8:45 AM

To: marc stroj <marc.strojnowski@gmail.com>, DL-FL-PIN-CONSTRUCTION <DL-FL-PIN-CONSTRUCTION@charter.com>

Cc: "Williams, Kenneth G" <Kenneth.Williams4@charter.com>

Good morning,

Assuming the Duke pole line is not being adjusted or removed. Spectrum has no objection to this vacate request.

DL-FL-PIN-CONSTRUCTION@charter.com

DL-FL-PAS-CONSTRUCTION@charter.com



Andrew Holtzhouse | Construction Supervisor – Pinellas | O- 727-329-2839 | Clearwater 33765

From: marc stroj <marc.strojnowski@gmail.com>

Sent: Friday, November 14, 2025 9:07 AM

To: DL-FL-PIN-CONSTRUCTION <dl-fl-pin-construction@charter.com>

Cc: Holtzhouse, Andrew J <andrew.holtzhouse@charter.com>; Williams, Kenneth G <kenneth.williams4@charter.com>

Subject: [EXTERNAL] Request for No Objection to Vacate Easement – North Ave, Tarpon Springs, FL

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

I'm contacting you to request Brighthouse's review and possible "no objection" for a proposed vacation of land located in Tarpon Springs, FL, on North Ave next to [623 North Ave](#).

The area in question does not have an assigned parcel number. It is shown in blue on the attached map and is part of the E. Harrison St. right-of-way / easement.

Could you please advise what documentation or forms are required to initiate Brighthouse's/ Charter's review and obtain a "no objection" letter for this request?

Thank you for your time and assistance.



The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.



1-15-2026

Marc Strojnowski
623 North Ave. Tarpon Springs, FL. 34689
marc.strojnowski@gmail.com

Attn: Marc Strojnowski

Thank you for advising **Wide Open West (WOW!)** on the subject project.

XXX WOW! Has "Has No Objection "with Proposed Vacation. As long as WoW facilities in the Surrounding area will Not Be Impacted, and the Said facilities can be accessed if a needed for repairs in the Described above in Subject matter or the Requesting Party and or Landowner would bear the Entire expense for the Relocation of WoW facilities on Duke Energy poles.

Please refer any further correspondence to:

**WOW!
Dave Hamlin
Construction Coordinator
3001 Gandy Blvd. N.
Pinellas Park, FL 33782**

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Hamlin", is written over the typed name and title of David E. Hamlin Jr.

David E. Hamlin Jr.
Construction Project Coordinator
WOW!
(678) 409-8721 Cell

Patricia McNeese

From: marc stroj <marc.strojnowski@gmail.com>
Sent: Thursday, July 9, 2026 11:46 AM
To: Patricia McNeese
Cc: KAMRAN ROUHANI; Chloe Siegfried
Subject: Re: Request for No Objection to vacate portion of Harrison Street, Tarpon Springs, FL

External sender <marc.strojnowski@gmail.com>

Make sure you trust this sender before taking any actions.

Patricia ,
Below is my response from the meeting earlier today.

Regarding the existing power pole and guying wire, neither would be impacted by the proposed right-of-way vacation, and no relocation is being requested. The existing power pole is located within the City's easement between the sidewalk and the property line setback.

If the vacation is approved, a portion of the guying wire would extend onto private property. To address this, I have executed a Guying Easement Agreement with Duke Energy, which Duke Energy will record if the vacation is approved. It is uploaded to Go Post.

Regarding future development, each owner intends to construct a residence on their respective vacant lot, including the vacated area, in full compliance with all applicable City codes, zoning regulations, and permitting requirements.

On Jul 6, 2026, at 3:47 PM, Patricia McNeese <pmcneese@ctsfl.us> wrote:

Good afternoon, please see below, as we discussed. You will get pre-meeting comments for this application on Wednesday.

Thank you. We will see you on Thursday at 9am for TRC meeting. -Pat

Patricia L. McNeese, AICP
Planning Supervisor
City of Tarpon Springs
324 East Pine Street
P.O. Box 5004
Tarpon Springs, FL 34688-5004
727-938-3711, ext. 2255

Prepared by: Duke Energy Florida, LLC
Return to: Duke Energy Florida, LLC
Attn: Real Estate Dept.
2166 Palmetto Street
Clearwater, FL 33765
Mail Code: CWBAYG

Abutting Tax Parcel: 18-27-16-91080-003-0010

GUYING EASEMENT

State of Florida
County of Pinellas

THIS EASEMENT ("Easement") is made this 28 day of April, 2026,
from **MARC STROJNOWSKI** ("Grantor", whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, protect, keep clear, maintain, repair, replace, add to, modify, and remove support facilities including, but not limited to, supporting structures such as guy poles, span guy wires, down guy wires, anchors, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy (collectively, "**Facilities**"), to wit:

A 4.00 foot wide Easement Area lying 2.00 feet on either side of GRANTEE's guying facilities, defined as comprising the portion of the below described Property:

The Southwest portion of the South half of the 60' Right of Way of E. Harrison St., lying East of North Avenue, abutting Lot 1, Block 3, Toby's Acres, according to the Plat thereof, Recorded in Plat Book 30, Page 58, of the Public Records of Pinellas County, Florida, further shown on accompanying Exhibit.

The purpose of this Easement is to grant to Grantee easement rights over that portion of the 60' Road Right-of-Way described above in connection with City/County Vacation of that portion of the 60' Right-of-Way and Grantor's attendant acquisition of fee title ownership thereof.

For Grantee's Internal Use:
Work Order #: 61813985 LS

The Facilities shall be overhead, except as needed on or under the ground to support the overhead Facilities, and located in, upon, over, along, through, and across a portion of the Property within Easement Area.

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
5. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
6. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
7. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

*For Grantee's Internal Use:
Work Order #: 61813985 LS*

INTERNAL

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 28TH day of April, 2026.

Grantor

Witnesses:

[Signature]
(Witness #1)
Printed Name Claudia Hernandez

Address: 220 3rd St S
St Pete FL 33701

[Signature]
(Witness #2)
Printed Name Franki Sanchez

Address: 1543 12th S
St Petersburg FL 33705

MARC STROJNOWSKI
Print

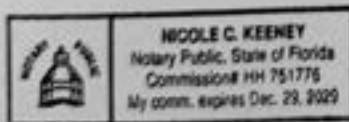
[Signature]
Signature

Grantor(s) Mailing Address:

1543 12TH ST S
ST PETERSBURG, FL 33705-2451

STATE OF Florida
COUNTY OF PINELAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2026 by **MARC STROJNOWSKI**, who is/are personally known to me or who has/have produced US PASSPORT as identification.

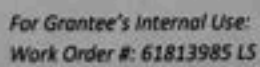


Notary Public: [Signature]
Printed/Typed Name: NICOLE KEENEY
Commission Expires: Dec. 29, 2029

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.

For Grantee's Internal Use:
Work Order #: 61813985 LS

Exhibit



General Planning Application



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT
324 E. Pine Street, Tarpon Springs, FL 34689
(727) 942-5611 / planning@ctsfl.us

INSTRUCTIONS

Please complete the application fully and then **DOWNLOAD (print button)** the form to submit. This application, with all supporting materials and applicable application addendums, must be submitted **DIGITALLY** through the [Planning and Zoning goPost portal](#). If a project requires multiple application types, please complete this form only once and upload it into each separate application type in [goPost](#).

To verify which addendums apply to your project download the [Application Addendum Checklist \(PDF\)](#).

Prior to proceeding to public hearing an application must be deemed complete. All required application fees (see [Fee Schedule \(PDF\)](#)) **must be paid prior to the application being scheduled for Technical Review Committee (TRC)**. Fees can be paid in person or mailed.

PLEASE BE AWARE, THE CITY OF TARPON SPRINGS HAS RECEIVED REPORTS OF SCAM EMAILS TARGETING APPLICANTS. PLEASE BE ADVISED THAT THE CITY WILL NEVER REQUEST PAYMENT BY WIRE TRANSFER. IF YOU RECEIVE A SUSPICIOUS REQUEST, PROCEED WITH CAUTION AND CONTACT CITY STAFF DIRECTLY TO VERIFY.

Property Owner(s) Name*

Property Owner(s) Email*

Marc Stojnowski and EMERALD GARDEN REAL ESTATE
INC/ROUHANI, KAMRAN

Property Owner(s) Address*

Property Owner(s) Phone*

Applicant(s) Name (If different than owner)

Applicant(s) Email

First and Last Name / Entity Name

Email Address

Applicant(s) Address

Applicant(s) Phone

Street, City, State, and Zip Code

Phone Number

Agent/Representative (If applicable)

Agent/Representative Email

kamran rouhani (Emerald Garden Real Estate)

Agent/Representative Address

Agent/Representative Phone

Application Type (Check all that apply)*

*Temporary Use Dates

- | | |
|---|--|
| ☐ Annexation | ☐ Plat, Minor |
| ☐ Conditional Use | ☐ Rezoning |
| ☐ Development Agreement | ☐ Sidewalk Cafe |
| ☐ Discussion Item | ☐ Sidewalk Waiver |
| ☐ Future Land Use
Amendment | ☐ Site Plan/Subdivision |
| ☐ HPB, Certificate of
Appropriateness | ☐ Temporary Use* |
| ☐ HPB, Designation of Historic
Property | ☒ Vacation, Plat or Property |
| ☐ HPB, Economic Hardship
Exemption | ☒ Vacation, Right-of-Way |
| ☐ HPB, Petition for Removal | ☐ Variance |
| ☐ Planned Development,
Concept | ☐ Variance, After-the-Fact |
| ☐ Planned Development, Final | ☐ Variance, De Minimis |
| ☐ Planned Development,
Preliminary | ☐ Variance, FAR/ISR
Adjustment |
| ☐ Plat, Final | ☐ Variance, Nonconforming
Lot |

Dates Requested

Project Name*

Partial vacate E Harrison St at North Ave

Tax Parcel ID(s)*

Project Location

no parcel ID. Area is between parcels; 18-27-16-91080-004-0120 and 18-27-16-91080-003-0010

Right of 623 NORTH AVE
TARPON SPRINGS, FL 34689

[Look Up Parcel ID](#)

Flood Zone

☒ Zone X

☐ Zone AE

☐ Zone VE

☐ Not in a Flood Zone

Coastal High Hazard Area (CHHA)

☐ Yes, property is in the CHHA

☒ No, property not in the CHHA

Site Acreage*

7,944 square feet. 0.1826 acres

Base Flood Elevation (BFE)

Elevation(s)



Current Land Use*

RM (Residential Medium Density)

(Choices are alphabetized)

[Lookup Land Use](#)

Current Zoning*

RM (Residential Multifamily)

(Choices are alphabetized)

[Lookup Zoning](#)

Proposed Land Use

RM (Residential Medium Density)

(If applicable)

Proposed Zoning

RM (Residential Multifamily)

(If applicable)

Summary / Purpose of Request*

1- The primary reason for this request is to transform an area that has been neglected and underutilized into productive properties, that benefits both the surrounding neighborhood and the City as a whole.

2- Not mowed regularly, and vagrant (homeless people) hide in tall grass settings and camp. This leads itself to vagrants breaking in to neighboring homes, making the neighborhood unsafe and leads to drugs, etc. In Tarpon Springs, Police Department constantly issues trespassers warnings and evicts vagrants for trashing the lot(s) and leaving large masses of trash and carried-on objects (chairs, shopping carts, mattresses, clothing, drug paraphernalia, etc.) on the property which owners become responsible to cleanup and often such lots/owners, go to Code Enforcement for violation reasons the owners had nothing to do with garbage pileups. This includes such as unauthorized pets or property damage, and illegal activities (conducting unlawful business, dealing drugs, or leaving the landlord vulnerable to severe liability) on the premises.

3- Whether you are looking at this from a neighbors perspective (enforcing a law) or City's perspective (Code Enforcement), once the unused property owned by the City is vacated, the property owner takes a more specific, and actionable plan.

4- Homeless vagrants violating City of Tarpon property rules like creating fire, rape homeless woman, or doing unauthorized Illegal activities, leaving the landlord vulnerable to severe liability.

5- Cost to the City and or neighboring property owners caused by vagrant persons is very high, and not to overlook the City resource allocation issues, like police, fire department, health organization entities, etc.

6- The pros are for the City and the neighboring property owners are safer community, manicured property landscape, with permit, build additional space in homes, allowing better life for home owners and greater tax benefits for the City. Resources of the City will not be occupied on vacant land, which also saves the City undesirable costs.

Electronic Signature Agreement*

By checking the "I Agree" box below, you acknowledge that 1) this form and other applicable application addendums will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your signature on these forms to be valid and binding to the same force and effect as a handwritten signature, and 3) the information included in and with these forms are completely true and correct to the best of your knowledge.

☒ I Agree

Electronic Signature*

Date*

marc wayne strojnowski

6/25/2026



Electronic Signature

I, as the property owner or as an authorized representative of the property owner, authorize the filing of this application and will allow the Planning and Zoning Department staff to visit this property if necessary for the purpose of analyzing this request. Further, I will allow a public notice sign (if required) to be placed and remain on the property until the processing of the request is complete.

Electronic Signature***Date***

Marc wayne strojnowski

6/25/2026

**Steps to Download Form**

1. Click the '**Print Only**' button below.
2. Your form will open in a new tab.
3. **Right click** on your mouse and **select 'Print'**.
4. Choose to print to '**PDF**'.
5. Save the form in your desired location.

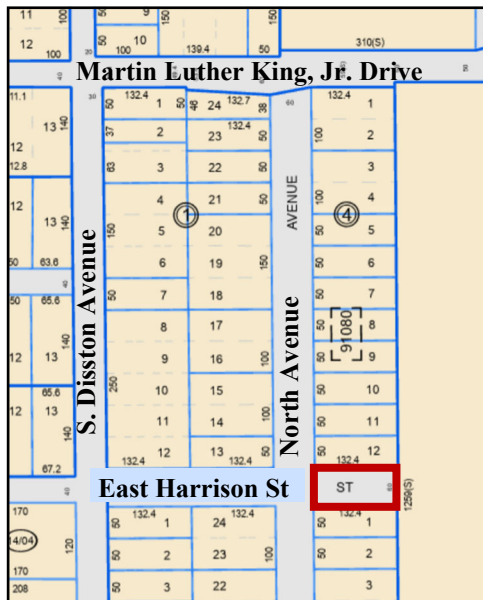
Need help? Give the Planning Department a call at [727-942-5611](tel:727-942-5611).

City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

NOTICE OF UPCOMING PUBLIC HEARING REGARDING #26-56

Please review the information on the **reverse side** of this card carefully!! If you have any questions regarding this matter, please call our office at (727) 942-5611

«AddressBlock»



Application Description: The applicant is requesting to vacate that portion of East Harrison Street lying east of North Avenue and located approximately 600 feet south of Martin Luther King, Jr. Drive.

Please be advised that the **Board of Commissioners** will hold two (2) public hearings on this matter on **Tuesday, August 11, 2026** and **Tuesday, August 25, 2026**. The meetings will be held at 6:00 p.m. in the **Auditorium** in **City Hall** at **324 East Pine Street, Tarpon Springs, FL 34689**. All interested parties are invited to attend these meetings to express their views or to present facts in the case. Written correspondence may be directed to the City of Tarpon Springs, Planning and Zoning Department, 324 East Pine Street, Tarpon Springs, FL 34689, or you may email your concerns to planning@ctsfl.us.

Materials related to this application may be inspected at the Planning & Zoning Department during City Hall business hours, or may be viewed online at www.ctsfl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to planning@ctsfl.us.

(Please Reference Applications #26-56)



Memorandum

Date: August 11, 2026
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Alexandra Keen, Interim Planning Director
Subject: Land Development Code (LDC) Articles V and VIII Updates **(1st Reading), (Application #26-44)(Allie Keen, Interim Planning Director)**

Recommendation

Staff recommends approval of the following Land Development Code (LDC) amendments:

- **Draft Ordinance 2026-12:** Amendments to LDC Article V - Planned Development Regulations
- **Draft Ordinance 2026-13:** Amendments to LDC Article VIII - Plan Consistency, Concurrency Management, & Mobility Management

Background

The Planning and Zoning Department is in the process of reviewing the City's Land Development Code (LDC) for potential updates. The proposed updates are intended to incorporate relevant items identified in the updated 2045 Comprehensive Plan and to address "quick fixes" that have been identified over the past few years. The "quick fix" items address repeated variance activity, gray areas of the code where interpretations vary, updates for compliance with state regulations, and generally providing additional clarity throughout the code.

Staff is approaching the LDC amendments incrementally by reviewing each article in its entirety. At this time, the proposed amendments are to Articles V and VIII, contained in two ordinances outlined above.

Planning and Zoning Board Recommendation

The proposed amendments were discussed at a workshop with the Planning and Zoning Board on May 18, 2026, where there were no recommended changes from the Board, followed by a review from the Technical Review Committee (TRC) on June 4, 2026.

The Planning and Zoning Board heard this item at their regular meeting of July 20, 2026, with 7 members present. The Board voted unanimously to approve Ordinances 2026-12 and 2026-13 as presented. There was no public comment on the item.

Funding

Not Applicable

Strategic Plan Objective

Not Applicable



MEMORANDUM

To: Planning & Zoning Board Members

Staff: Allie Keen, Interim Planning Director

P&Z Meeting: July 20, 2026

Subject: Application #26-44 - Land Development Code Amendments (Art. V & VIII)

RECOMMENDATION:

Review and provide a recommendation to the Board of Commissioners regarding proposed amendments to Articles V and VIII of the Land Development Code.

BACKGROUND

The Planning and Zoning Department continues to review the City's Land Development Code (LDC) for potential updates. The proposed updates are intended to incorporate relevant items identified in the updated 2045 Comprehensive Plan and to address "quick fixes" that have been identified over the past few years. The "quick fix" items address repeated variance activity, gray areas of the code where interpretations may vary widely, updates for compliance with state regulations, and generally providing additional clarity throughout the code.

The Planning and Zoning Board reviewed the proposed amendments as a discussion item on May 18, 2026, where there were no recommended changes from the Board. The Technical Review Committee (TRC) reviewed the draft amendments at their regular meeting on June 4, 2026. With the exception of some minor adjustments to phrasing, there have been no significant changes made to Articles V or VIII since the initial P&Z Board discussion in May.

APPROACH TO LDC UPDATES

Staff intends to approach the LDC updates incrementally by reviewing each article in its entirety. Once the review of an article(s) is complete, they will be scheduled for review and adoption. Following the full text review of the code, staff will begin a reorganization of the code to provide a more user-friendly and logical document.

ATTACHMENTS:

1. Draft Ordinance 2026-12 - Article V: Planned Development Regulations
 - a. Exhibit A: Article V: Planned Development Regulations Strike-Through/Underline
2. Draft Ordinance 2026-13 - Article VIII: Plan Consistency, Concurrency, and Mobility Management
 - a. Exhibit A: Article VIII: Plan Consistency, Concurrency, and Mobility Management Strike-Through/Underline

LDC ARTICLES V & VIII AMENDMENTS

Planning and Zoning Board, July 20, 2026

Board of Commissioners, August 11, 2026 (1st Reading) / August 25, 2026 (2nd Reading)



BACKGROUND

2023 – Present: LDC ‘Quick Fixes’ identified to address:

- Repeated Variance Activity
- Gray Areas of Code
- Updates for Compliance with State Regulations
- Provide Additional Clarity

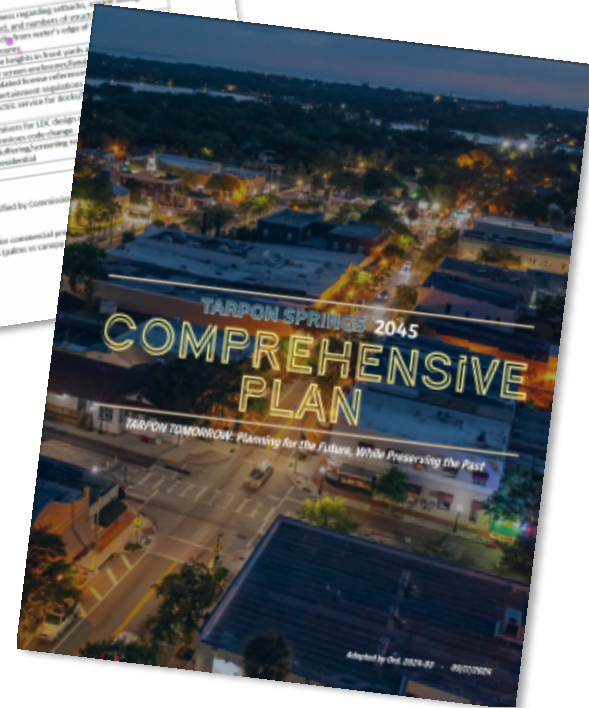
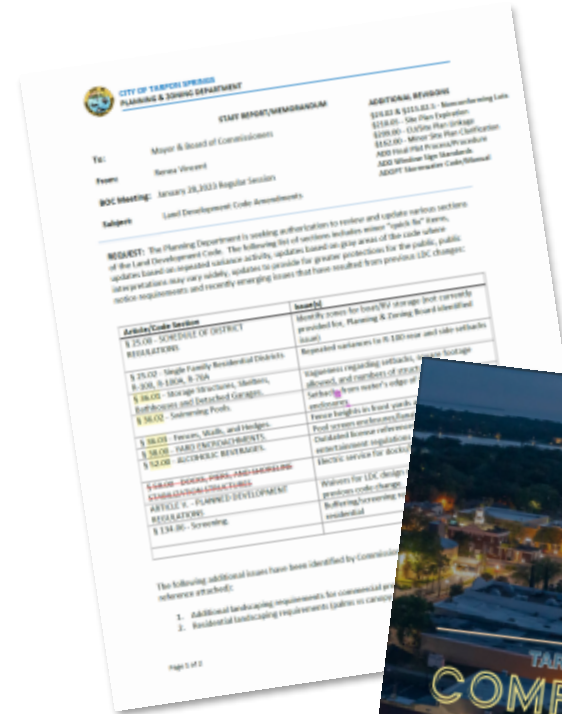
2024: 2045 Comprehensive Plan Adopted

2025: P&Z staff began reviewing the LDC by Article

May & July 2026: P&Z Board Workshop to discuss potential updates to Art. V & VIII and public hearing to provide recommendation to BOC

Today: BOC consideration of:

- Ordinance #2026-12 – Article V – Planned Development Regulations
- Ordinance #2026-13 – Article VIII – Plan Consistency, Concurrency, & Mobility Management



ARTICLE V – PLANNED DEVELOPMENT REGULATIONS

Overview of Updates:

- Removed repetitive definitions, regulations, density/intensity references (covered in the Comp. Plan) and simplified language throughout Article.
- More User-Friendly Format:
 - Moved permitted uses into the new “Table of Uses” in Article II.
 - Formatted dimensional standards into tables.
 - Added graphics where needed to better explain a provision.
- Added the ability to request approval of an alternative dimensional plan in the RPD district.
- Created a new “MUPD (Mixed Use Planned Development District)”.
- Specified conceptual development plan review is optional (consistent with current practice).
- Removed plan content requirements and referred to checklists.
- Added more clarity to the waivers section:
 - Must be made in writing as a part of the application.
 - Must provide justification for waiver(s) based on criteria in §83.00.
- Expirations and Extensions:
 - Moved all standards to the same section (§84.00).
 - Adjusted expiration dates to allow adequate time to obtain permits.



ARTICLE VIII – PLAN CONSISTENCY, CONCURRENCY MANAGEMENT, AND MOBILITY MANAGEMENT

Overview of Updates:

- Removed outdated sections and references that are no longer requirements of the state.
- Certification of concurrency process clarified to be a part of the application process (not a separate approval) and removed sample concurrency form.
- Removed references to “hearing officer”.
- Updated level of service standards to be consistent with 2045 Comp. Plan.
- Mobility Management:
 - Removed outdated references and policy language found in Comp. Plan.
 - Clarified when transportation management plans and traffic studies are required.
 - Added the ability for the City to request a management plan/traffic study for non-deficient roadways when warranted.



PLANNING AND ZONING BOARD WORKSHOP INPUT

A workshop was held with the Planning and Zoning Board on May 18, 2026, where a draft of the proposed revisions were reviewed and discussed. Overall, the Board was supportive and had no recommended changes.

The TRC reviewed the proposed the amendments on June 4, 2026.

PLANNING AND ZONING BOARD PUBLIC HEARING

At their July 20, 2026 meeting, the Board unanimously recommended ***approval*** as presented of the proposed amendments:

- **Ordinance #2026-12** – Article V – Planned Development Regulations
- **Ordinance #2026-13** – Article VIII – Plan Consistency, Concurrency& Mobility Management

There were no public comments on the proposed amendments.

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss

COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

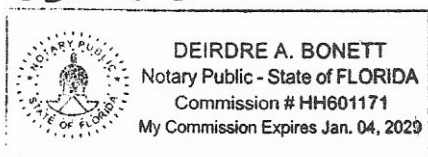
Before the undersigned authority personally appeared Erika Schmutzer who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter Ordinance 2026-12, 2026-13 was published in said newspaper by print in the issues of 07/01/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Erika Schmutzer
Sworn to and subscribed before me this **07/01/2026**

Signature of Notary of Public
Personally known ☒ or produced identification.
Type of identification produced _____

Deirdre Bonett



NOTICE OF AMENDMENT TO CODE OF ORDINANCES

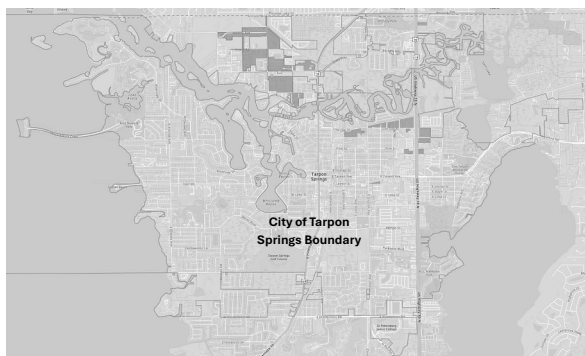
The City of Tarpon Springs, Florida, proposes to adopt the following Ordinances:

ORDINANCE 2026-12

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE V PLANNED DEVELOPMENT REGULATIONS TO INCORPORATE GENERAL UPDATES AND REVISIONS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERRORS; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

ORDINANCE 2026-13

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE VIII CONSISTENCY, CONCURRENCY, AND MOBILITY MANAGEMENT TO INCORPORATE GENERAL UPDATES AND REVISIONS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERRORS; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.



A Public Hearing on the proposed ordinance will be held before the **Planning and Zoning Board** on the following date:

Monday, July 20, 2026 @ 6:30 P.M.

Public Hearings on the proposed ordinance will be held before the **Board of Commissioners** on the following dates:

Tuesday, August 11, 2026 @ 6:00 P.M. (1st Reading)

Tuesday, August 25, 2026 @ 6:00 P.M. (2nd Reading)

THE PLANNING AND ZONING BOARD AND BOARD OF COMMISSIONERS PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time-to-time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Written comments may be addressed to the Planning & Zoning Department, Phone (727) 942-5611, City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at www.ctsfl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to planning@ctsfl.us.

Please Reference Application #26-44

ORDINANCE 2026-12

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE V PLANNED DEVELOPMENT REGULATIONS TO INCORPORATE GENERAL UPDATES AND REVISIONS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERRORS; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, in response to the adoption of the 2045 Comprehensive Plan, the Planning and Zoning Department is reviewing each article of the Tarpon Springs Comprehensive Zoning and Land Development Code (LDC) for necessary updates and revisions; and

WHEREAS, the proposed updates are also incorporating revisions to address “quick fixes” that have been identified over the past few years; and

WHEREAS, the “quick fix” items address repeated variance activity, gray areas of the code where interpretations vary widely, updates for compliance with state regulations, and general clarity throughout the LDC; and

WHEREAS, Article V provides for the planned development district regulations; and

WHEREAS, the amendments to Article V are intended to incorporate the applicable comprehensive plan and “quick fix” changes, create a new MUPD (Mixed Use Planned Development) district, clarify the review process, add a reference to the planned development contents checklist, adjust expiration dates, reformat and reorganize the article for simplicity, and other revisions as needed; and

WHEREAS, the Planning and Zoning Board at their regular meeting on July 20, 2026, made the recommendation to approve the recommended changes to Article V; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the City to incorporate the necessary revisions.

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

SECTION 1. That the above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the Board of Commissioners.

SECTION 2. Article V, of Appendix A, Comprehensive Zoning and Land Development Code, City of Tarpon Springs Code of Ordinances is hereby amended as provided for in ‘Exhibit A – Article V Planned Development Regulations’.

- SECTION 3.** This Ordinance shall be codified in the Code of Ordinances of the City of Tarpon Springs, Florida.
- SECTION 4.** All ordinances/resolutions and parts of ordinances/resolutions in conflict herewith are hereby repealed to the extent of any conflict with this Ordinance.
- SECTION 5.** The provisions of this Ordinance are declared to be severable, and if any section of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance. This Ordinance shall stand notwithstanding the invalidity of any part.
- SECTION 6.** The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.
- SECTION 7.** This Ordinance is to be liberally construed to accomplish its objectives.
- SECTION 8.** This Ordinance shall be published in accordance with the requirements of law.
- SECTION 9.** This Ordinance shall become effective upon final passage and adoption, in the manner provided by law.

- CODE OF ORDINANCES
- APPENDIX A: COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE
ARTICLE V. PLANNED DEVELOPMENT REGULATIONS

ARTICLE V. PLANNED DEVELOPMENT REGULATIONS

§ 76.00 PURPOSE AND INTENT.

It is the purpose of this Article to establish standards to allow the use of Planned Development Districts consistent with the following objectives:

- (A) Provide an alternate method of land development not available within the framework of other zoning districts.
- (B) To allow the development of sites that would normally be difficult to develop due to topography, soils, or other site specific features.
- (C) To allow the most beneficial use of the site in terms of maintaining compatibility with the adjoining neighborhood.
- (D) To preserve significant environmental, topographical, or natural features.
- (E) To allow a variety of housing types.
- (F) To accommodate a mix of uses.
- (G) To offer a high level of recreation and open space amenities.
- (H) To ensure the ample provision of open space.
- (I) To encourage the orderly concentration of development on vacant parcels of land within the existing developed areas.
- (J) To prevent urban sprawl, through the use of infill development and the maximum use of existing public facilities that are currently in place.
- (K) The maximum permitted densities and nonresidential Floor Area Ratios (FARs) and Impervious Surface Ratios (ISRs) shall not exceed that permitted by the Comprehensive Plan's Future Land Use Map-Series designation as described in the Comprehensive Plan.
- ~~(L) All uses shall be consistent with the Comprehensive Plan. Where a proposed use is inconsistent with the Comprehensive Plan, a plan amendment shall be required prior to any approval of a project.~~

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-31, passed 11-16-93; Am. Ord. 93-33, passed 10-15-93)

§ 77.00 DEFINITIONS.

For the purpose of this article the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- ~~(A) ACCESSORY USES—A use that is incidental, related, and clearly subordinate to the primary use of the District, and which does not significantly affect or alter the other uses in the District.~~
- ~~(B)~~(A) BUFFER AREAS—A reserved area attractively landscaped and perpetually maintained as common open space, free of structures, impervious surface, roadways, storage, and other enclosures or appurtenances. Access roadways and sidewalks which cross buffer areas, and utility installations, fences or walls located within buffer areas may be permitted.

~~(C) FAMILY~~ One or more persons occupying a dwelling and living as a single housekeeping unit, all of whom, or all but 3 of whom, are related to each other by birth, adoption, or marriage, as distinguished from residents occupying a boarding home, lodging facility, community residential home, congregate care facility, nursing home, hospital, clinic, motel, or hotel, as defined in the Comprehensive Zoning and Land Development Code of the city.

For the purpose of determining whether or not a dwelling unit is being used as a single family dwelling unit (whether multi-family, single family attached, single family detached, single family detached cluster, single family detached zero lot line, or single family semi-detached), it shall be presumed that the use of such dwelling by a family for a period of time less than 6 months, more than once a year, other than by the owner, is not a single family usage, and is in the nature of a prohibited transient usage, except where otherwise expressly authorized in this Code. Visits by guests while the owner is occupying the unit shall not be presumed to be a transient use.

~~(D)(B)~~ FLAG LOTS—A lot which does not have the required lot width at the building setback line, and normally has access via a narrow private strip.

~~(E) FLOOR AREA, GROSS~~—The sum of the horizontal areas of the several floors of all buildings on a lot, measured from the exterior faces of the exterior walls, and from the center line of walls separating 2 or more buildings. The term "gross floor area" shall include basements; elevator shafts and stairwells at each story; floor space used for mechanical equipment with structural headroom of 6 feet, 6 inches or more; penthouses and attic spaces, whether or not a floor has actually been laid, providing structural headroom of 6 feet, 6 inches or more; interior balconies or mezzanines.

The term "gross floor area" shall not include cellars, or outside balconies which do not exceed a projection of 6 feet beyond the exterior walls of the building. Parking structures below or above grade and areas used only for rooftop mechanical structures are excluded from gross floor area.

~~(F) FLOOR AREA RATIO~~—The gross floor area of all buildings on a lot divided by the lot area.

~~(G) IMPERVIOUS SURFACE~~—A surface that has been compacted or covered with a layer of material so that it is highly resistant to or prevents infiltration by stormwater. It includes: surfaces such as compacted sand, limerock, or clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots, and other similar surfaces.

~~(H) IMPERVIOUS SURFACE RATIO (ISR)~~—A measure of the intensity of hard surfaced development on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the gross land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the gross land area.

~~(H)(C)~~ JURISDICTIONAL—Subject to the rules, regulations, and authority of the Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), or the U.S. Army Corps of Engineers.

~~(H)(D)~~ LOT COVERAGE—That portion of the lot covered by buildings and structures.

~~(K)(E)~~ MIXED USE DEVELOPMENT—The development of ~~a tract of land or~~ building or structure with 2 or more different uses such as, but not limited to, residential, office, retail, public, or entertainment in a master plan.

~~(L) MULTIFAMILY~~—One structure containing more than 2 dwelling units on a single lot or parcel.

~~(M)(F)~~ OPEN SPACE—An area of land unoccupied by structures or impervious surfaces, designed for the development's common use ~~of the residents in a residential development~~ and enhanced by landscaping, screening or recreational facilities. "Open space" shall not be deemed to include any area within an individual dwelling lot or areas so small as to have no substantial value.

~~(N)~~(G) PLANNED DEVELOPMENT—An area of land planned, developed, operated, and maintained as a single entity under unified control, with a series of definitively programmed phases built according to specified plans, and containing residential, commercial, or industrial development, either singularly or in combination.

~~(O)~~(H) RECREATION FACILITIES ~~(RPD)~~—A place designed and equipped for ~~the conduct of sports~~ active and leisure time activities, provided as an accessory use primarily for the use of a residential project's occupants and their guests.

~~(P)~~ SINGLE FAMILY ATTACHED—A one family dwelling on a single lot attached to two or more one family dwellings by common vertical walls.

~~(Q)~~(I) SINGLE FAMILY CLUSTER—A form of development for single family detached dwellings where ~~the~~by conventional lot areas are reduced to allow the concentration of units in specific areas in order to preserve open spaces.

~~(R)~~ SINGLE FAMILY DETACHED—A dwelling which is designed for and occupied by not more than one family and surrounded by open space or yards and which is not attached to any other dwelling by any means.

~~(S)~~ SINGLE FAMILY SEMI-DETACHED—A one family dwelling attached to one other one family dwelling by a common vertical wall, and each dwelling located on a separate lot.

~~(T)~~ SHOPPING CENTER—A group of 3 or more commercial establishments planned, constructed, or managed as a total entity, with parking provided on site.

~~(U)~~(J) UNIFIED CONTROL—Land under single control, whether sole, joint, common, or other form of ownership.

~~(V)~~(K) ZERO LOT LINE—The location of a detached dwelling unit on a lot whereby the minimum required side yard or rear yard is reduced to zero.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-31, passed 11-16-93; Am. Ord. 93-33, passed 10-15-93; Am. Ord. 96-12, passed 8-20-96)

§ 78.00 ESTABLISHMENT OF DISTRICTS.

The following planned development zoning districts are hereby established:

(A) RPD (Residential Planned Development) District

(B) CPD (Commercial Planned Development) District

~~(C)~~ IPD (Industrial Planned Development) District

~~(C)~~(D) MUPD (Mixed Use Planned Development) District

In approving any Planned Development the Board of Commissioners may prescribe conditions and safeguards ~~in conformance with the Land Development Code as the Board of Commissioners deemed~~ necessary to ensure compliance with the intent of this Code ~~and its standards~~, and the City's Comprehensive Plan.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-15-93)

§ 78.01 RPD (Residential Planned Development) ~~(RPD)~~ District.

(A) Land Uses shall be permitted as defined in Table 28.00(A) – Table of Uses.

~~(A) Permitted Uses~~

- ~~(1) Family Care Homes (under conditions of Article IV, Special Regulation)~~
- ~~(2) Multifamily~~
- ~~(3) Public Parks and Recreation Facilities~~
- ~~(4) Single Family Attached~~
- ~~(5) Single Family Detached~~
- ~~(6) Single Family Detached Cluster~~
- ~~(7) Single Family Detached Zero Lot Line~~
- ~~(8) Single Family Semi-Detached~~

~~(B) Accessory Uses~~

- ~~(1) Recreation Facilities~~

~~(C) Conditional Uses~~

- ~~(1) Churches~~
- ~~(2) Community Residential Homes~~
- ~~(3) Community Services Uses~~
- ~~(4) Congregate Care Facilities~~
- ~~(5) Day Care Centers~~
- ~~(6) Emergency Shelters, and Residential Treatment Facilities~~
- ~~(7) Home Occupations~~
- ~~(8) Nursing Homes~~
- ~~(9) Schools of General Education~~

~~(D)(B)~~ Design Standards

- (1) Minimum project size: No minimum.
 - ~~(a) The maximum allowable residential densities, and impervious surface ratios and floor area ratios for non-residential uses shall be as provided for each Future Land Use category as listed in the Future Land Use Element of the City of Tarpon Springs Comprehensive Plan.~~
 - ~~(2) The maximum density is determined by the underlying land use designation of the City or countywide comprehensive plans whichever is more restrictive.~~
 - ~~(3) Transfers of density are allowed from one portion of the site to another in order to conserve open space provided that no real increase in density over that permitted by the applicable Comprehensive Plan occurs for the site as a whole.~~
 - ~~(4) Transfers of density among and between contiguous sites may be permitted by the development approval provided:~~
 - ~~(a) The sites are zoned RPD;~~
 - ~~(b) The sites are under unified control;~~

~~(c) The sites are considered as part of a single master plan;~~

~~(d) Later additions to an approved master plan shall cause an amendment to the previously approved plan; and~~

~~(e) No real increase in density over that permitted by the applicable Comprehensive Plan occurs.~~

~~(5)~~(2) An addition to an existing RPD District may be permitted provided:

(a) The addition is complementary and compatible with the project;

(b) The sites are under unified control;

(c) No increase in density over that permitted by the applicable Comprehensive Plan will result;

(d) No loss of open space occurs; and

(e) An amendment to the overall master plan is made and approved.

~~(6)~~(3) A minimum buffer area of 50 feet from wetlands, the mean high water mark of all waterbodies, and jurisdictional lines is required. In cases where jurisdictional lines do not coincide with waterbodies the most restrictive setback shall apply. This requirement does not apply to the construction of docks, gazebos, recreation areas or facilities, boardwalks, and water dependent uses. Waivers from the minimum buffer area may be considered by the Board of Commissioners provided the location, size, and intensity of the uses are clearly delineated on the site plan. The buffer shall not apply to new waterbodies designed as a part of the project for amenities or retention purposes, and ~~man-made~~ waterbodies not tidally influenced or jurisdictional.

~~(7)~~(4) Open space shall be ~~provided at the rate of~~ 25% of the gross site acreage. However, no more than 1/2 of the open space requirement can consist of waterbodies, wetlands, and jurisdictional areas.

~~(8)~~(5) Internal and external walkways, sidewalks, and/or bicycle paths shall be provided in appropriate locations in accordance with the approved site plan. The emphasis shall be on a circulation system which provides movement between major destinations internal or external to the project, and ~~one which~~ is carefully coordinated with the provision of open space.

~~(9) Projects which utilize a design incorporating zero lot line, cluster, multifamily, or attached dwellings shall provide a screened and secure recreational vehicle storage area, or restrict the ownership and storage of recreational vehicles by protective covenant to those units with enclosed garages.~~

~~(10)~~(6) Private roads shall be designed in accordance with City specifications in terms of pavement width, easement width, and construction standards.

~~(11)~~(7) Conservation and preservation areas shall be maintained as required by local, state, and federal regulations.

~~(12)~~(8) Residential units shall be oriented toward internal streets and pedestrian systems, away from adjoining roads and land uses.

~~(13)~~(9) Prior to final plan approval, documents, notations on the plan set, and other assurances satisfactory to the City shall be provided which establish the continued operation and maintenance of private common improvements, such as streets, utilities, and open space. ~~These areas and facilities~~ The private improvements shall not be provided, operated, or maintained at general public expense, and will not incur future expense to the taxpayers of the City.

(C) Dimensional Regulations

(1) The dimensional standards outlined in Table 78.01(A) shall apply and must be noted on the site plan, as applicable.

Table 78.01(A) – RPD – Dimensional Regulations Table							
Use	Minimum Lot Standards		Minimum Yards ¹ (feet)				Maximum Height ² (feet)
	Area ¹ (sqft)	Width (feet)	Front	Side	Side Street	Rear	
Single Family Detached	7,000	60	25	10	15	20	35
Single Family Cluster	6,500 (Average)	60 (Corner) No Min. (Interior Lots)	20	12 (Between Buildings) 5 (To Lot Line)	10	10	35
Single Family Zero Lot Line	4,000	40	20	0 (One Side) 10 (Other Side)	10	-	35
Single Family Attached & Semi-Attached	2,000	20	15	10	15	10	35
Multi Family	10,000	100	25	15	15	15	45
All Other Uses	10,000	100	20	10	10	10	35
TABLE NOTES: 1. Submerged land shall not be credited towards the minimum lot area nor shall be part of any required yard or setback. 2. The height limitations do not apply to poles used for electrical power, street lighting standards, or traffic control devices.							

(2) Alternative Dimensional Plan:

- (a) Residential projects may request an alternative dimensional plan whereby the following dimensional regulations may be modified to accommodate unique projects or those developments located within unusual or difficult project sites.
- (b) Alternative dimensional plans uses under this Code Section shall be evaluated for compatibility for such including but not limited to, as scale, mass, size, height, style and aesthetics shall be taken into account. This list of factors to be considered is not exclusive and the reviewing body may consider other relevant factors in making compatibility determination. The use, in order to be compatible, shall be found to preserve the character of the adjacent neighborhoods and/or community.
- (c) All alternative dimensions shall be noted on the site plan.

~~(1) The designation of all minimum yards shall be noted on the site plan.~~

~~(2) Single Family Detached Dwellings~~

~~(a) Minimum Lot Area = 10,000 square feet~~

~~(b) Minimum Lot Width = 75 feet~~

~~(c) Maximum Height = 35 feet~~

~~(d) Minimum gross floor area = 1,200 square feet~~

~~(e) Minimum yards:~~

~~(i) Front = 25 feet~~

~~(ii) Side = 10 feet~~

~~(iii) Corner Lot Side = 15 feet~~

~~(iv) Rear = 20 feet~~

~~(3) Single Family Detached Cluster Dwellings~~

~~(a) Average Lot Area = 6,500 square feet~~

~~(b) Minimum Lot Width = 60 feet corner lots only, no minimum for interior lots~~

~~(c) Maximum Height = 35 feet~~

~~(d) Minimum Gross Floor Area = 1,000 square feet~~

~~(e) Minimum Yards:~~

~~(i) Front = 20 feet~~

~~(ii) Side = 12 feet between buildings, 5 foot minimum to lot line~~

~~(iii) Corner lot side = 10 feet~~

~~(iv) Rear = 10 feet~~

(3) Specific Use Regulations:

(a) Single Family, Detached Cluster:

~~(f)(i)~~ Flag lots may be approved in conjunction with cluster development provided the following conditions are met:

~~(i)a.~~ No flag lot shall adjoin another flag lot nor share a common driveway.

~~(ii)b.~~ They constitute no more than 20% of the cluster lot total.

~~(iii)c.~~ The area occupied by the flag driveway shall not be counted toward minimum lot area.

~~(iv)d.~~ The flag driveway shall be no longer than 150 feet and no less than 20 feet in width.

~~(v)e.~~ The use of flag lots is necessary to preserve significant environmental, topographical, natural, historical, or archeological features.

(4)(b) Single Family, Detached Zero Lot Line Dwellings:

~~(a) Minimum Lot Area = 4,000 square feet~~

~~(b) Minimum Lot Width = 40 feet~~

~~(c) Minimum Height = 35 feet~~

~~(d) Minimum Floor Area = 1,000 square feet~~

~~(e) Minimum Yards:~~

~~(i) Front = 20 feet~~

~~(ii) Side = zero (0) one side, 10 feet other side~~

~~(iii) Corner lots = 10 feet minimum~~

~~(iv) Rear = no minimum~~

~~(f) Maximum lot coverage = 60% excluding driveway.~~

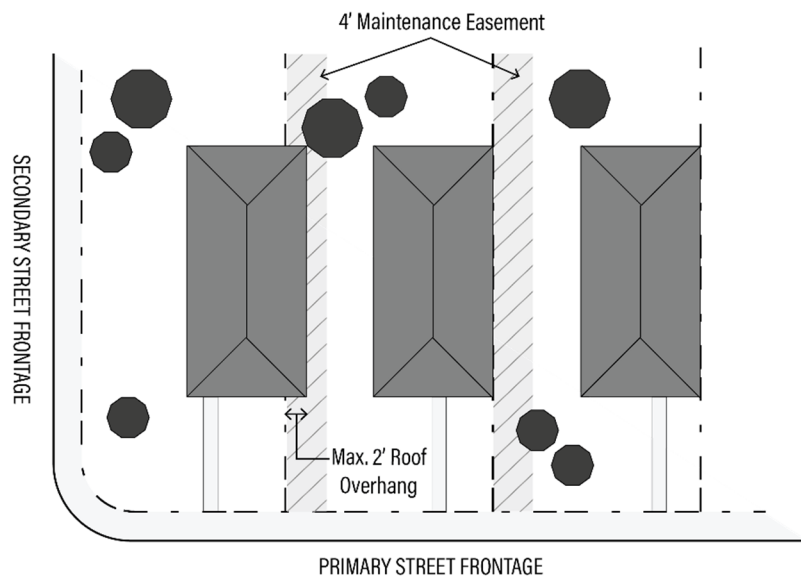
(i) A perpetual 4 foot maintenance easement shall be provided on the adjoining lot abutting the developed zero lot line ~~boundary structure~~, and shall be designated on the final plat. (See Figure 1)

(ii) Roof overhangs and awnings may penetrate the maintenance easement by a maximum of 2 feet, and rain gutters shall be required. (See Figure 1)

(iii) The zero lot line wall shall be constructed without doors or windows, except clerestory windows at least 12 feet above ground level.

(iv) All zero lot lines and the corresponding building envelope shall be shown on the site plan, and ~~so~~ designated on the final plat.

Figure 1



~~(g)~~ _____

~~(5) Single Family Semi-Detached Dwellings~~

~~(a) Minimum Lot Area = 2,000 square feet~~

~~(b) Minimum Lot Width = 20 feet~~

~~(c) Maximum Height = 35 feet~~

~~(d) Minimum Floor Area = 1,000 square feet~~

~~(e) Minimum Yards:~~

~~(i) Front = 15 feet~~

~~(ii) Side = 10 feet, one wall attached~~

~~(iii) Corner lot side = 15 feet~~

~~(iv) Rear = 10 feet~~

~~(6)(c) Single Family Attached Dwellings:~~

~~(a) Minimum Lot Area = 2,000 square feet~~

~~(b) Minimum Lot Width = 20 feet~~

~~(c) Maximum Height = 35 feet~~

~~(d) Minimum Floor Area = 900 square feet~~

~~(e) Minimum Yards:~~

~~(i) Front = 15 feet~~

~~(ii) Side = 10 feet (end lots only)~~

~~(iii) Corner lot side = 15 feet~~

~~(iv) Rear = 10 feet~~

~~(f)(i) No more than 8 units shall be attached in a single row.~~

~~(g)(ii) To create a staggered effect, no more than 2 contiguous units shall be built with a common front building line, and the minimum difference in building setback line shall be 2 feet. To create diversity, varied facades are also encouraged.~~

~~(7)(d) Multifamily Dwellings (Minimum Distances Between Buildings):~~

~~(a) Minimum Floor Area = 600 square feet~~

~~(b) Minimum Lot Width = 100 feet~~

~~(c) Minimum Lot Area = 10,000 square feet~~

~~(d) Maximum Height = 45 feet~~

~~(e) Minimum Yards:~~

~~(i) Front = 25 feet~~

~~(ii) Side and Rear = 15 feet~~

~~(f) Minimum Distance Between buildings:~~

~~(i) Side facing side = 15 feet~~

~~(ii) Front/rear facing side = 20 feet~~

~~(iii) Front/rear facing front/rear = 30 feet~~

~~(iv) Except that an additional 5 feet for each story over 2 in the tallest building shall be required. Where adjacent buildings differ in height or both exceed 2 stories,~~

an additional 5 feet of separation shall be required between the buildings for each story over 2 in the tallest building.

~~(8) Nonresidential Uses~~

~~(a) Minimum Lot Area = 10,000 square feet~~

~~(b) Minimum Lot Width = 100 feet~~

~~(c) Maximum Height = 35 feet~~

~~(d) Minimum Yards:~~

~~(i) Front = 20 feet~~

~~(ii) Sides = 10 feet~~

~~(iii) Rear = 10 feet~~

~~(iv) From external perimeter streets = 35 feet~~

~~(e) Public/Semi-Public; Ancillary nonresidential uses shall not exceed a maximum area of 53 acres. Such use or contiguous like uses in excess of this threshold shall require a plan amendment.~~

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-31, passed 11-16-93; Am. Ord. 93-33, passed 10-15-93; Am. Ord. 2003-31, passed 9-30-03; Am. Ord. 2019-18, § 1, 9-10-19)

§ 78.02 CPD (Commercial Planned Development) ~~(CPD)~~ District.

(A) Land Uses shall be permitted as defined in Table 28.00(A) – Table of Uses.

~~(A) Permitted Uses~~

~~(1) Assembly Halls, Convention Centers~~

~~(2) Bowling Alleys~~

~~(3) Commercial Recreation Facilities~~

~~(4) Eating Establishments, Sit-down and Taverns~~

~~(5) Eating Establishments, Walk-up and Drive-In~~

~~(6) Financial Institution, Walk-up and Drive-In~~

~~(7) Funeral Homes~~

~~(8) Furniture, Appliance, or Carpet Stores~~

~~(9) Garden Supplies~~

~~(10) Health Clubs~~

~~(11) Hotels/Motels~~

~~(12) Libraries, Museums, Galleries, Cultural Centers, and Similar Uses~~

~~(13) Offices~~

~~(14) Personal Service Establishments~~

~~(15) Private Clubs~~

-
- ~~(16) Public Parks and Recreation Facilities~~
 - ~~(17) Retail Sales Establishments~~
 - ~~(18) Schools of Special Education~~
 - ~~(19) Shopping Centers~~
 - ~~(20) Tennis or Racquet Clubs~~
 - ~~(21) Theaters, Indoor~~
 - ~~(22) Vehicle Sales and Rental Establishments~~
 - ~~(23) Veterinary Clinics~~

~~(B)~~ Conditional Uses

- ~~(1) Churches~~
- ~~(2) Commercial Marinas~~
- ~~(3) Communication Towers~~
- ~~(4) Community Service Uses~~
- ~~(5) Congregate Care Facilities~~
- ~~(6) Emergency Shelters, Residential Treatment Facilities, and Recovery Homes~~
- ~~(7) Hospitals~~
- ~~(8) Light Manufacturing~~
- ~~(9) Mixed Use Development~~
- ~~(10) Nursing Homes~~
- ~~(11) Recreational Vehicle Parks~~
- ~~(12) Schools of General Education~~
- ~~(13) Self Service Gasoline Stations~~
- ~~(14) Transportation Terminals~~
- ~~(15) Yacht Clubs~~

~~(C)~~~~(B)~~ Design Standards

- (1) Minimum project size: No minimum
- (2) The CPD District should be located where it will facilitate ease and convenience of uses and where negative impacts upon surrounding properties will be minimized. Direct access to a collector or arterial street as identified by the Comprehensive Plan is preferred. Projects with a gross floor area in excess of 50,000 square feet of commercial space ~~in gross floor area~~ shall be located at an intersection, and where the predominant trend is toward commercial development.
- ~~(3) The floor area ratio is not to exceed .40 for commercial uses, except where a historic structure as listed on the Historic Resource Element inventory is being adapted for re-use in which case the FAR shall not exceed that permitted in the future land use designation of the parcel.~~
- ~~(4)~~(3) Open space shall be ~~provided at the rate of~~ 20% of the gross site acreage. Up to a maximum of 25% of the required open space may be provided by turf block.

~~(5)~~(4) Setbacks from waterbodies, wetlands, and jurisdictional lines shall be as required by the Design Standards of the RPD District.

~~(6)~~(5) Driveways:

- (a) One per street frontage shall be permitted. ~~Shopping Centers~~Project sites with ~~an a~~ frontage exceeding ~~excess of~~ 200 linear feet ~~of frontage~~ shall be permitted 2 drive~~ways~~, provided the ~~drivesy~~ are spaced a minimum of 100 feet apart, measured from the edge of the driveways.
- (b) A ~~"non-ingress-egress"~~ "no access" easement shall be recorded for the remainder of the project frontage, and shown on the site plan.
- (c) A minimum distance of 50 feet from intersections shall be required, ~~as~~ measured from the right-of-way line to the edge of driveway.
- (d) The ~~CPD~~ project may be required to provide for future joint access and circulation with adjoining property to minimize potential traffic congestion where appropriate through the use of easements.
- (e) Where appropriate, A minimum 24 foot wide cross access easement ~~of 24 feet in width~~ may be required to adjoining property ~~where appropriate~~ to provide for the free flow of traffic between uses without having to enter a public right-of-way.
- (f) The construction of frontage roads may be required on arterial streets in accordance with adopted long range transportation improvement programs.

~~(7)~~ The Impervious Surface Ratio (ISR) shall be ~~.85~~.

~~(8)~~ The following uses (as defined by the Countywide Plan Rules of Pinellas County) shall not exceed the respective acreage threshold designed for such uses. Any such use, alone or when added to existing contiguous like use(s), which exceeds the designated threshold shall require a plan map amendment that shall include such use and all contiguous like uses:

- ~~(a)~~ Ancillary Non-Residential; Transportation/Utility Use: shall not exceed 3 acres.
- ~~(b)~~ Institutional Use (except Public Education Facilities): shall not exceed five acres.

~~(D)~~(C) Dimensional Regulations

(1) Minimum Building Setbacks:

- ~~(1)~~(a) ~~from a~~butting collector or arterial roadways ~~= shall be~~ 25 feet.
- ~~(2)~~(b) ~~Setbacks from~~All remaining perimeter boundaries ~~= shall be~~ 10 feet.
- ~~(3)~~(c) ~~Setbacks from a~~djoining residential uses or ~~zoning~~ districts ~~= shall be~~ 35 feet.

~~(4)~~(2) No loading or storage (excluding vehicle sales or rental establishments) shall be permitted within the required setback.

~~(5)~~(3) Minimum lot area = 10,000 square feet

~~(6)~~(4) Maximum height = 45 feet

~~(7)~~ Additional requirements for mixed use development and recreational vehicle parks:

- ~~(a)~~ Minimum residential floor area = 600 square feet
- ~~(b)~~ Minimum distance between buildings shall be as required by the RPD District for multifamily dwellings.

~~(c)(5)~~ Residential subdivisions shall utilize the dimensional regulations required by the RPD District. ~~Recreational Vehicle Parks shall utilize the dimensional regulations required by the TP-RV District.~~

~~(E) Mixed Use Project shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the net land area of the property.~~

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-31, passed 11-16-93; Am. Ord. 93-33, passed 10-15-93; Am. Ord. 96-01, passed 2-20-96; Am. Ord. 2011-08, passed 9-6-11; Am. Ord. 2012-13, passed 8-7-12)

§ 78.03 IPD (Industrial Planned Development) ~~(IPD)~~ District.

(A) Land Uses shall be permitted as defined in Table 28.00(A) – Table of Uses.

~~(A) Permitted Uses~~

- ~~(1) Assembly Halls, Convention Centers~~
- ~~(2) Community Service Uses~~
- ~~(3) Construction Service Establishments~~
- ~~(4) Health Clubs~~
- ~~(5) Light Manufacturing~~
- ~~(6) Office and Research Parks~~
- ~~(7) Warehouses~~
- ~~(8) Wholesale Trade~~

~~(B) Conditional Uses~~

- ~~(1) Commercial Marinas~~
- ~~(2) Communication Towers~~
- ~~(3) Financial Institutions, Walk-up and Drive-in~~
- ~~(4) Heavy Manufacturing~~
- ~~(5) Hotels/Motels~~
- ~~(6) Miniwarehouses~~
- ~~(7) Tennis or Racquet Club~~
- ~~(8) Yacht Clubs~~

~~(C)(B)~~ Design Standards

- (1) Minimum project size = 20 acres ~~No Minimum~~
- (2) The IPD District shall be located with direct access to a collector or arterial street identified by the Comprehensive Plan.
- ~~(3) The floor area ratio shall not exceed .50.~~
- ~~(4)~~(3) Setbacks from waterbodies, wetlands, and jurisdictional lines shall be as required by the Design Standards of the RPD District.

~~(5)(4)~~ Up to 1 attached or detached residence may be provided in the IPD project for security purposes. One accessory dwelling unit, per §36.04(C), may be allowed in the IPD.

~~(6)(5)~~ The IPD District shall be ~~designed with~~ limited to 1 point of external access per street frontage. All proposed uses shall be accessed internally via a public/private street. Individual driveways ~~with external access shall not be permitted~~ shall be accessed via the internal public/private street.

~~(7)(6)~~ No outdoor storage of merchandise, equipment, or materials shall be permitted. The storage of vehicles may be permitted provided the storage yard is completely screened by an opaque fence and is approved onby the site plan. This does not apply to employee parking lots.

~~(8)(7)~~ Open space shall be ~~provided at the rate of~~ 20% of the gross site acreage.

~~(9)~~ The Impervious Surface Ratio shall not exceed .80.

~~(10)~~ Public/Semi-Public; Retail Commercial; Personal Business service; Commercial/Business Service Uses: Shall not exceed a maximum area of 5 acres. Such use or contiguous like uses in excess of this threshold shall require an appropriate future land use plan amendment and corresponding zoning map amendment.

~~(11)~~ Standards for areas designated as Industrial General on the Future Land Use Map Series: Office, Retail Commercial; Personal/Business Service; and Commercial/Business service: Shall be allowed as accessory uses, located within the structure to which it is accessory, and not exceed 25% of the floor area of the principal use to which it is accessory.

~~(D)~~(C) Dimensional Regulations

(1) Minimum Building Setbacks:

~~(1)(a)~~ from a Abutting collector or arterial roadways ~~= shall be~~ 35 feet.

~~(2)(b)~~ Setbacks from All remaining perimeter boundaries ~~= shall be~~ 20 feet.

~~(3)(c)~~ Setbacks from a Adjoining residential uses or districts zoning ~~= shall be~~ 75 feet (Buildings) / 15 feet- (Parking lots shall be separated from adjoining residential uses by a 15-foot buffer- Lots)

~~(4)~~ No loading or storage is permitted within the required setback.

~~(5)(2)~~ Minimum lot area = 15,000 square feet

~~(6)(3)~~ Maximum height = 60 feet

~~(7)(4)~~ Minimum lot width = 150 feet

~~(E)~~ Mixed Use Project shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the net land area of the property.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-31, passed 11-16-93; Am. Ord. 93-33, passed 10-15-93; Am. Ord. 96-01, passed 2-20-96; Am. Ord. 2011-08, passed 9-6-11)

§ 78.04 MUPD (Mixed Use Planned Development) District.

The MUPD (Mixed Use Planned Development) district is intended to promote development and redevelopment that allows mixed uses that support livable, walkable communities and meet the needs of daily living.

(A) Any permitted or conditional use specified in the RPD, CPD, and IPD districts may be proposed for inclusion in a mixed use planned development.

(B) MUPD districts require a future land use category(ies) that supports the proposed project uses. This may be achieved through the use of mixed-use categories or a combination of other land use categories.

(C) To implement the intent of a mixed-use development, the setbacks and lot standards shall be determined during the preliminary planned development process based on the proposed project.

(D) Maximum Height:

(1) Vertical Mixed-Use Building = 60 feet

(2) All Other Buildings = 45 feet

(E) Internal and external walkways, sidewalks, and/or bicycle paths shall be provided in appropriate locations in accordance with the approved site plan. The emphasis shall be on a circulation system which provides movement between major destinations internal or external to the project, and one which is carefully coordinated with the provision of open space.

§ 79.00 REVIEW CRITERIA FOR PLANNED DEVELOPMENTS.

Planned Development Districts may ~~hereafter~~ be established by amendment to the Official Zoning ~~Atlas-Map~~ provided they are found to satisfy the following criteria:

(A) ***Consistent with the Comprehensive Plan***

The Planned Development shall be found consistent with the applicable goals, objectives, and policies of the Comprehensive Plan in effect at the time of the review.

(B) ***Physical Character of the Site***

Planned Development District sites shall be suitable in location, area, and character for the uses and structures proposed.

(C) ***Land Use Compatibility***

Planned Development Districts shall establish a gradual transition of intensities between varying land uses and protect against ~~the~~ potential ~~for the development of~~ incompatible land uses. Nonresidential uses shall be designed to protect residential areas from encroachment.

(D) ***Adequacy of Public Facilities***

Planned Development Districts shall be ~~so~~-located so that the existing public facilities are maximized to serve the uses proposed.

(E) ***Relation to Major Transportation Facilities***

Planned Development Districts shall be logically and efficiently located with respect to thoroughfare streets and transit facilities identified on the applicable Comprehensive Plan and mass transit facilities. The design shall not create excessive traffic on minor streets in residential neighborhoods outside the District.

(F) ***Environmental Design***

The Planned Development shall be designed to take advantage of the natural features and topography of the site, preserve natural resources, and protect archeological or historic sites.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-15-93)

§ 80.00 OPTIONAL CONCEPTUAL DEVELOPMENT PLAN REVIEW.

- (A) ~~The An~~ applicant ~~shall may~~ submit ~~to the Planning Department 5 copies of~~ a Conceptual Development Plan for administrative review by the ~~City~~ Technical Review Committee (TRC). The purpose of this review is to identify major concerns and the need for additional support data. ~~Within 7 working days following the completion of the TRC review, the Planning and Zoning Department shall send a letter to the applicant summarizing the major points of the TRC review. The applicant may then submit for Preliminary Development Plan review.~~
- (B) Conceptual Development Plans shall ~~consist of the following~~ contain the minimum information specified in the planned development checklist maintained by the Planning and Zoning Department.:
- ~~(1) Accurate survey of boundary and existing conditions including but not limited to easements, streets, buildings, land uses, historic sites, zoning, wetlands, watercourses, utilities, general topographic contours, rights-of-way, and existing zoning and land uses for all contiguous properties.~~
 - ~~(2) Title of the project.~~
 - ~~(3) Total site acreage:~~
 - ~~—— Upland acreage.~~
 - ~~(a) Wetland acreage.~~
 - ~~(b) Submerged acreage.~~
 - ~~(4) Date, scale (1" = 60' or larger), north arrow, legend, location map.~~
 - ~~(5) Master plan showing the locations and acreage of general land uses including dwelling unit types, general types of nonresidential uses, open spaces, recreational facilities, and other proposed uses.~~
 - ~~(6) Circulation plan showing locations and types of all access points and major internal streets.~~
 - ~~(7) Gross residential density of each unit type and overall gross residential density.~~
 - ~~(8) Floor area for nonresidential uses by use type and total.~~
 - ~~(9) Proposed development phasing.~~
 - ~~(10) An aerial photograph at a scale of 1" = 200' or larger.~~

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-15-93)

§ 81.00 PRELIMINARY DEVELOPMENT PLAN REVIEW.

- (A) The Preliminary Development Plan shall be processed and advertised in the same manner as a Zoning ~~MapAtlas Amendment~~ (rezoning). ~~The corresponding zoning designations shall be RPD, CPD, and IPD.~~
- ~~(B) Whenever a proposed Planned Development consists of a mixture of residential, commercial, and/or industrial uses, a single combined application may be considered as a total concept. Such application shall have separate legal descriptions which correspond to the proposed RPD, CPD, and/or IPD Districts.~~
- ~~(C) Once a Preliminary Development Plan has been approved, the applicant shall have 1 year from the date of approval to submit a Final Development Plan. Otherwise, the Preliminary Development Plan shall expire.~~

~~(D)(B)~~ Preliminary Development Plans shall ~~consist of the following~~ contain the minimum information specified in the planned development checklist maintained by the Planning and Zoning Department.

- ~~(1) Accurate survey of boundary, existing conditions, and existing rights of way.~~
- ~~(2) Title of the project.~~
- ~~(3) Date, scale (1" = 60' or larger), north arrow, legend, location map.~~
- ~~(4) Sheet size 24 x 36 inches maximum.~~
- ~~(5) Multiple sheets if necessary with match lines clearly shown.~~
- ~~(6) Total site acreage:~~
 - ~~—— Upland acreage.~~
 - ~~(a) Wetland acreage.~~
 - ~~(b) Submerged acreage.~~
- ~~(7) Existing contours at 5-foot intervals.~~
- ~~(8) Proposed contours at 5 foot intervals.~~
- ~~(9) Number and gross density of all dwelling unit types by area or phase.~~
- ~~(10) Approximate dimensions and location of all proposed lot lines.~~
- ~~(11) Designation of all proposed setbacks.~~
- ~~(12) Designation and/or calculation of all proposed buffers and open space.~~
- ~~(13) Dimensions and locations of all structures.~~
- ~~(14) Preliminary drainage solution.~~
- ~~(15) Designation of all building heights.~~
- ~~(16) Floor area and floor area ratio of all nonresidential uses.~~
- ~~(17) Preliminary landscaping details.~~
- ~~(18) Vehicular circulation, parking, and loading.~~
- ~~(19) Phasing plan including starting and completion dates for each phase.~~
- ~~(20) Preliminary utility plan and engineering.~~
- ~~(21) Flood plain designation and requirements.~~
- ~~(22) Preliminary architectural renderings and styles.~~
- ~~(23) Facilities Concurrency Impact Statement.~~
- ~~(24) Description of the maintenance measures for all common open space and facilities.~~
- ~~(25) Pedestrian circulation.~~
- ~~(26) Designation of all recreation facilities.~~
- ~~(27) Tree survey with overlay of proposed development indicating size, type, location and condition~~
~~rating of trees to remain and to be removed.~~

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-15-93)

§ 82.00 FINAL DEVELOPMENT PLAN REVIEW.

- (A) ~~Within 1 year of Preliminary Development Plan approval, the developer shall obtain Final Development Plan approval for either the entire project, or by phase, in accordance with the approved phasing plan. The Final Planned Development shall be reviewed by the Technical Review Committee and approved by the Board of Commissioners. A Final Development Plan may be for the entire project or by phase, in accordance with an approved phasing plan, for review and approval by the Board of Commissioners.~~
- (B) The Final Development Plan shall include ~~constructio~~construction drawings for streets, drainage, sewer, and other required public improvements.
- (C) The Final Development Plan shall be accompanied or followed by a Final Subdivision Plat for those areas to be subdivided.
- (D) Final Development Plans shall ~~consist of~~contain the ~~following~~ minimum information specified in the planned development plan checklist maintained by the Planning and Zoning Department.
- ~~(1) Accurate survey of boundary, existing conditions, existing and proposed rights-of-way.~~
 - ~~(2) Title of the project.~~
 - ~~(3) Date, scale (1" = 60' or larger), north arrow, legend, location map.~~
 - ~~(4) Sheet size 24 x 36 inches maximum.~~
 - ~~(5) Multiple sheets if necessary with match lines clearly shown.~~
 - ~~(6) Total site acreage:~~
 - ~~—— Upland acreage.~~
 - ~~(a) Wetland acreage.~~
 - ~~(b) Submerged acreage.~~
 - ~~(7) Existing contours at 1 foot intervals.~~
 - ~~(8) Proposed contours at 1 foot intervals.~~
 - ~~(9) All required drainage and utility construction drawings.~~
 - ~~(10) Tree survey with overlay at proposed development indicating size, type, location and condition rating of trees to remain and to be removed.~~
 - ~~(11) Open space calculations.~~
 - ~~(12) Buildings, and major structures, and outside display areas, including their general use, gross floor areas, floor area ratio for nonresidential buildings, number of floors, height, and where applicable, the number, size, type and gross density of all dwelling units, or lodging units. First floor eElevations of all structures within the 100 year flood plain and subject to applicable flood plain regulations.~~
 - ~~(13) Streets, travelways, pedestrian walkways, and bikeways, including their type, name, width, street center lines, construction, and whether they are to be public or private, showing the boundaries of all rights-of-way or easements. The location, type, and dimension of all driveways.~~
 - ~~(14) Off-street parking and loading areas, including their size, widths of aisles and stalls, construction, and a specific schedule comparing the number of parking and loading spaces provided, their basis of calculation, and the minimum required.~~

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- ~~(15) Yards, limited to the location and dimensions of all yards and/or buffers provided to satisfy any yard requirements, and the distance between buildings where such minimums are required.~~
 - ~~(16) Open space, recreation, and public areas, including the location, type, and area of all open spaces, parks, recreational areas, school sites and similar areas or facilities on the property, including the percent of open space provided.~~
 - ~~(17) Landscape plan, including dimensions, and the location, spacing, type, size, method of irrigation, and maintenance, and description of all proposed plant materials; the results and basis of calculation of all required landscaping; the proposed limits of clearing and tree protection plan.~~
 - ~~(18) Screening, fences or walls, including location, type, height, width, and the location, type, size, method of irrigation, and maintenance, and description of all associated landscaping.~~
 - ~~(19) Plans for signs, if any, including the location, type, height, area, and proposed lighting.~~
 - ~~(20) Pedestrian/bike path facilities.~~
 - ~~(21) Documents for maintenance of common improvements and open space.~~
 - ~~(22) Final Subdivision Plat indicating:
 - ~~(a) The dimensions of all lot lines.~~
 - ~~(b) Designation of all required minimum yards.~~
 - ~~(c) Designation of all zero lot lines.~~
 - ~~(d) The designation of all building envelopes.~~
 - ~~(e) The designation of all distances between structures where applicable.~~~~
 - ~~(23) Architectural renderings.~~
- ~~(E) Unless a phasing plan is specifically approved by the Board of Commissioners, the applicant has six months from the date of approval to obtain a Construction Permit or Building Permit, which must remain in an active status. Where an application for a Construction or Building Permit has been applied for, which application is active and under review, one six month extension may be granted by the City Manager for good cause. The review of extension requests shall include an evaluation of the effect of new or current regulations on the project. Requests for a time extension shall be submitted a minimum of 30 days prior to the expiration date in writing. Otherwise, the Final Development Plan shall expire. A phasing plan approved by the Board of Commissioners shall include defined time periods to obtain required Construction or Building permits for each proposed phase of construction. Any extensions to an approved phasing plan must be approved by the Board of Commissioners.~~

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-15-93; Am. Ord. No. 2023-09, passed 9-19-23)

§ 83.00 WAIVERS.

- (A) In connection with the approval of a Preliminary or Final Development Plan, the Board of Commissioners may approve a waiver or modify modification request to any design requirements of the Land Development Code; A waiver or modification request must be made in writing as a part of the application. however, in the event that a residential project, land or development is to be rezoned to a Planned Development District and such residential project, land or development was previously subject to a Development Order issued pursuant to Chapter 380.06 as a Development of Regional Impact, the Board of Commissioners may grant such waivers or modifications (including the district dimensional regulations) as are necessary to accommodate or recognize existing physical development and improvements of the project, land or development.

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- (B) A waiver or modification request must be made in writing and provide justification that ~~No waiver or modification may be granted unless~~ one or more of the following circumstances ~~exist~~are met:

(1) ***Superior Alternatives***

Where the development will provide an alternative which will achieve the purposes of the requirement through clearly superior design, efficiency, or performance.

(2) ***Protection of Significant Features***

Where the waiver or modification is necessary to preserve or enhance significant existing environmental or cultural features, such as trees, scenic areas, historic sites or public facilities, related to the development site.

(3) ***Deprivation of Reasonable Use***

Where the strict application of the requirement would effectively deprive the owner of all reasonable use of the land, due to its unusual size, shape, topography, natural conditions, or location; provided:

- (a) Such effect upon the owner is not outweighed by a valid public purpose in imposing the requirement in this case.
- (b) The unusual conditions involved are not personal to, nor the result of actions of the developer or property owner or their predecessors;

(4) ***Technical Impracticality***

Where strict application of the requirement would be technically impractical in terms of engineering, design, or construction practices, due to the unusual size, shape, topography, natural conditions, or location, of the land or due to improved efficiency, performance, safety, or construction practices which will be realized; provided:

- (a) The development will provide an alternative adequate to achieve the purposes of the requirement;
- (b) Any unusual conditions creating the impracticality are not personal to, nor the result of, the actions of the developer or property owner or their predecessors;

(5) ***No Relationship to the Development or Its Impacts***

Where all or any part of the requirement has no relationship to the development, or to the impact of the development on the public facilities, land use, traffic, or environment of the neighborhood and the general community, due to the location, scale, or type of development involved.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-15-93; Am. Ord. 98-22, passed 11-17-98; Am. Ord. 2019-18, § 1, 9-10-19)

§ 84.00 EXPIRATIONS AND EXTENSIONS.

(A) Preliminary Development Plans: Once approved, the applicant shall have 2 years from the date of approval to obtain a Final Development Plan approval. Otherwise, the Preliminary Development Plan shall expire.

(B) Final Development Plans: Unless a phasing plan is specifically approved by the Board of Commissioners, the applicant has 1 year from the date of approval to obtain a Construction Permit or Building Permit, which must remain in an active status. A phasing plan approved by the Board of Commissioners shall

include defined time periods to obtain required Construction or Building permits for each proposed phase of construction.

~~(A)~~(C) Once a Preliminary or Final Development Plan has expired, subsequent proposals shall be processed in the same manner as new submissions.

~~(B)~~(D) The approval period of a Preliminary and/or Final Development may be extended ~~once~~ for a 1 year period by the Board of Commissioners, for good cause. The review of extension requests shall include an evaluation of the effect of new or current regulations on the project. Requests for a time extension shall be submitted a minimum of 30 days prior to the expiration date in writing. Any extensions to an approved phasing plan must be approved by the Board of Commissioners.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-15-93)

§ 85.00 AMENDMENTS, MODIFICATIONS, DEVIATIONS.

- (A) Once a Preliminary Development Plan has been approved, any amendment ~~to the Zoning District~~ shall be processed in accordance with the procedures required for a new submission.
- (B) The Planning Director and/or Technical Review Committee (TRC) has the authority to approve any minor modification to an approved Preliminary or Final Development Plan.
- (C) Major modifications shall ~~be reviewed and approved by the Board of Commissioners, and shall be~~ processed in ~~accordance with the requirements for the same manner as a~~ Preliminary Development Plan approval. The following criteria shall be used to identify a major modification:
 - (1) Any increase in density or floor area ratio.
 - (2) Any change in the proposed land uses.
 - (3) Any change in project phasing, excluding an extension requested under §84.00.
 - (4) Any change which would require an amendment to approval conditions.
 - (5) Structural alterations significantly affecting the basic size and form of the building(s). Substantial alterations to the building(s) layout that significantly alter the originally approved circulation and site functionality (such as parking efficiency, utility access, open space, and delivery routing) of the development.
 - (6) Any reduction in the amount of open space of more than 5% or any substantial change in the location or characteristics of open space.
 - (7) Any increase in traffic generation by more than 10%.
 - (8) Any increase in structure height.
 - (9) Any change in the number of vehicular access points.
 - ~~(10) Any change in the density/intensity standards shall not exceed the maximum density/intensity standards of the future land use plan.~~
- (D) Deviations from approved plans or failure to comply with any requirements, condition, or safeguard imposed by the Board of Commissioners shall constitute a zoning violation.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-31, passed 11-16-93; Am. Ord. 93-33, passed 10-15-93)

(§§ 86.00 through 95.00 reserved)

ORDINANCE 2026-13

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE VIII PLAN CONSISTENCY, CONCURRENCY, AND MOBILITY MANAGEMENT TO INCORPORATE GENERAL UPDATES AND REVISIONS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERRORS; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, in response to the adoption of the 2045 Comprehensive Plan, the Planning and Zoning Department is reviewing each article of the Tarpon Springs Comprehensive Zoning and Land Development Code (LDC) for necessary updates and revisions; and

WHEREAS, the proposed updates are also incorporating revisions to address “quick fixes” that have been identified over the past few years; and

WHEREAS, the “quick fix” items address repeated variance activity, gray areas of the code where interpretations vary widely, updates for compliance with state regulations, and general clarity throughout the LDC; and

WHEREAS, Article VIII provides for plan consistency, concurrency, and mobility managements; and

WHEREAS, the amendments to Article VIII are intended to incorporate the applicable comprehensive plan and “quick fix” changes, remove outdated state references and requirements, clarify the certification of concurrency process, remove references to a “hearing officer”, update level of service standards, remove repetitive comprehensive plan policy language, clarify transportation management plan and traffic study requirements, reformat and reorganize the article for simplicity, and other revisions as needed; and

WHEREAS, the Planning and Zoning Board at their regular meeting on July 20, 2026, made the recommendation to approve the recommended changes to Article VIII; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the City to incorporate the necessary revisions.

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

SECTION 1. That the above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the Board of Commissioners.

- SECTION 2.** Article V, of Appendix A, Comprehensive Zoning and Land Development Code, City of Tarpon Springs Code of Ordinances is hereby amended as provided for in 'Exhibit A – Article VIII Plan Consistency, Concurrency, and Mobility Management'.
- SECTION 3.** This Ordinance shall be codified in the Code of Ordinances of the City of Tarpon Springs, Florida.
- SECTION 4.** All ordinances/resolutions and parts of ordinances/resolutions in conflict herewith are hereby repealed to the extent of any conflict with this Ordinance.
- SECTION 5.** The provisions of this Ordinance are declared to be severable, and if any section of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance. This Ordinance shall stand notwithstanding the invalidity of any part.
- SECTION 6.** The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.
- SECTION 7.** This Ordinance is to be liberally construed to accomplish its objectives.
- SECTION 8.** This Ordinance shall be published in accordance with the requirements of law.
- SECTION 9.** This Ordinance shall become effective upon final passage and adoption, in the manner provided by law.

- CODE OF ORDINANCES
- APPENDIX A: COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE
ARTICLE VIII. PLAN CONSISTENCY, CONCURRENCY MANAGEMENT, AND MOBILITY MANAGEMENT

**ARTICLE VIII. PLAN CONSISTENCY, CONCURRENCY MANAGEMENT, AND
MOBILITY MANAGEMENT**

§ 121.00 PLAN CONSISTENCY.

- (A) All development orders reviewed after the effective date of the Comprehensive Plan shall be issued only if they are consistent ~~with~~ and implement the requirements of the goals, objectives, and policies contained within the Plan. Requests for development order approval shall be reviewed in accordance with, and shall be consistent with, all elements of the Comprehensive Plan.
- (B) "Consistency" shall mean to further the intent of the Comprehensive Plan. "Inconsistency" exists when a development order is in conflict with the goals, objectives, and policies of the Comprehensive Plan.
- ~~(C) The provisions of this Code are intended to implement the requirements of the Comprehensive Plan, and it shall be presumed that a development order which is found to meet all the requirements of this Code is consistent with the Comprehensive Plan.~~

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93)

§ 122.00 CONCURRENCY MANAGEMENT.

- (A) No development order may be issued where the required levels of service ~~provided below~~ are not available concurrent with the impacts of the development.
- (B) All requests for site plan, subdivision, zoning/land use, planned development or conditional use approval shall be required to demonstrate that the required facilities ~~provided below~~ are available at the prescribed levels of service concurrent with the impacts of the development.
- (C) The burden of demonstrating compliance with the level of service requirements shall be upon the applicant for development approval.
- ~~(C)(D) Recreation facilities are not subject to the concurrency standard. However, applicants for residential projects shall provide recreational facilities meeting the levels of service prescribed in the 2045 Comprehensive Plan, or demonstrate why such facilities are not feasible.~~

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93)

§ 122.01 Exceptions.

- ~~(A) The provisions of this Article shall not affect the validity of any of the following lawfully issued and effective development orders:~~
 - ~~(1) The development activity is authorized by an effective building permit where construction has commenced prior to May 1, 1990 or application for a building permit has been made prior to May 1, 1990, said permit is granted and does not expire, and the development activity continues without interruption until the development is complete. Extensions to said permit shall not be granted if there is a conflict with any of the provisions of this Article or any other provision of this Code.~~

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- ~~(2) The development activity is authorized by an effective site plan approval which has been granted prior to May 1, 1990, and the development activity commences prior to the expiration date of the original site plan approval and continues without interruption until the development is complete. In the event that a site plan approval involves a phased project, the succeeding phases of that site plan shall retain vested status provided that the approval of the original phase does not expire and each subsequent phase continues without interruption until the development is complete. Unless an alternate phasing plan was approved by the City prior to May 1, 1990, the vested status of each subsequent phase shall expire one year per phase after the initial approval date.~~
- ~~(3) The development activity is authorized as a lawfully approved or constructed subdivision for one and two family dwellings. The subdivision shall be considered lawfully approved or constructed if one or more of the following conditions are met:~~
- ~~(a) The subdivision plat has been legally recorded and the on-site improvements required by the initial approval are either completed or bonded by May 1, 1990.~~
- ~~(b) The site plan or construction drawings have been approved prior to May 1, 1990 and their status remains vested pursuant to the site plan provisions of subsection (A)(2) of this section.~~
- ~~(4) The development activity is authorized by an effective development order relating to a Development of Regional Impact approval prior to May 1, 1990. In the event that a modification is made to a Development of Regional Impact which results in an increase in the number of dwelling units or nonresidential gross floor area, then the project shall no longer be considered vested.~~
- ~~(B) For the purposes of this section, "interruption" shall be defined as when construction activity for a period greater than 1 year ceases or when construction activity not in accordance with an approved Phasing Plan ceases.~~
- ~~(C) Any development activity that is excepted from the provisions of this Code pursuant to the provisions of this section shall remain consistent with the previously approved development order. In the event that a major revision to the development order as defined by § 210.05 of this Code is requested, the development must comply with the provisions of this Article.~~
- ~~(D) Any development activity that is excepted from the provisions of this Code pursuant to this section must meet the requirements of the regulations in effect at the time the development order was approved. If the development order expires for any reason, any further development activity shall occur only in conformance with the requirements of this Article along with all other provisions of this Code.~~
- ~~(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93)~~

§ 122.02-01 Certificate Certification of Concurrency.

- ~~(A) A valid Certificate Certification of Concurrency shall be required prior to the issuance of any development order. The certificate shall be issued by A completed concurrency form and/or a facilities impact table within the plan set must be provided as a part of an application. the City based upon a review of the project's compliance with the adopted level of service standards for the affected public facilities. The certification shall be included in the resolution, ordinance, or other development order as necessary.~~
- ~~(B) A Certificate of Concurrency shall be issued as follows:~~

-
- (1) ~~Approval by the Board of Commissioners at the time of Conditional Use, Planned Development, Final Site Plan or Final Subdivision Plat approval.~~
- (2) ~~Approval by the Planning and Zoning Department at the time of Building Permit approval for single family and two family dwellings.~~
- (3) ~~The determination shall be in accordance with the requirements of this Article.~~
- (4) ~~An application for a Certificate of Concurrency shall be processed along with an application for Conditional Use, Planned Development, Final Site Plan, Final Subdivision Plat or Building Permit review.~~
- (C)(B) ~~An approved Certificate of Concurrency~~ The certification shall remain be valid as long as the associated application remains active. for 1 year from the date of issuance unless an alternate phasing plan is approved by the Board of Commissioners at the time of site plan review. No extensions may be granted.
- (D)(C) ~~Any change to an approved development order which results in a greater impact on one or more of the required public facilities shall require~~ recertification. the issuance of a new Certificate of Concurrency from the authority granting the original certificate which follows the procedure for development order approval required by this Code.
- (E)(D) ~~No transfers of capacity shall be allowed. from one parcel to another.~~

(Ord. 90-10, passed 5-1-90; Am. Ord. 90-52, passed 12-18-90; Am. Ord. 93-33, passed 10-19-93)

§ 122.023 Appeals.

- (A) Any applicant who has been aggrieved by a decision of the City may submit an appeal to the Board of Adjustment pursuant to Article XII. related to the application for a Certificate of Concurrency may request a review of that decision.
- (B) ~~The request for appeal shall be made within 30 days of the date of the original decision.~~
- (C)(B) ~~The request for an appeal shall be in writing to the Planning and Zoning Department and shall indicate the following~~ following information shall be provided as part of the appeal:
- (1) The property involved;
 - (2) The owner of record of the property involved ;
 - (3) The date the original decision was made;
 - (4) The file or permit number of the original application; and
 - (5) The fee required by this Code.
- (D) ~~The request for appeal shall be heard by a Hearing Officer from and assigned by the Florida Department of Administrative Hearings.~~
- (E) ~~The applicant for appeal shall be required to present substantial competent evidence to the Hearing Officer that establishes the decision relating to the application for a Certificate of Concurrency is not in compliance with this Article and this Code.~~
- (F) ~~In reviewing the appeal, the Hearing Officer shall represent the public interest consistent with the requirements of F.S. Ch. 163, shall follow any applicable requirements of the Florida Administrative Code, and shall follow the provisions of this Code or any other applicable City ordinance.~~

~~(G) In conducting administrative hearings, the Hearing Officer shall have the power to administer oaths, issue subpoenas, compel the production of books, papers, and other documents, and receive evidence. The Hearing Officer, in the conduct of such hearings, shall utilize a procedure similar to that set out in F.S. §§ 120.57(1) and 120.58.~~

~~(H) All orders prepared by the Hearing Officer shall conform with the requirements for such orders as set out in F.S. § 120.59. The Hearing Officer shall present the Order of Findings of Fact and Conclusions to the Board of Commissioners and City Manager. The decision of the Hearing Officer shall be final.~~

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93)

~~§ 122.04~~ Annual Report.

~~(A) An annual report relating to the status of the adopted level of service standards, the status of approved development orders, and the status of the adopted Capital Improvements Element of the Comprehensive Plan shall be presented to the Board of Commissioners by the Planning and Zoning Department.~~

~~(B) The annual report shall be prepared in conjunction with the next year's fiscal budget adoption process and shall be presented prior to the end of the calendar year.~~

~~(C) The capacity of each public facility shall be based upon the calculations set forth in this Article and account for committed development utilizing a reasonable projection for the progress of each proposal and population growth projections.~~

~~(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93)~~

§ 122.05-03 Determination of Available Levels of Service.

(A) For the purposes of this Code the determination of available levels of service shall be made as follows:

- (1) Add together the total capacity of existing facilities and the total capacity of new facilities that will become available concurrent with the impact of the development.
- (2) The total capacity of new facilities may be relied upon only if one or more of the following conditions can be demonstrated:
 - (a) Construction of the new facility is underway at the time the development order is issued.
 - (b) The new facility is the subject of a binding contract executed for construction at the time the development order is issued.
 - (c) The new facility is included in the adopted annual budget of the responsible agency at the time the development order is issued.
 - (d) The new facility is guaranteed in an enforceable ~~development~~ agreement with the City at the time the development order is issued. An enforceable development agreement shall include, but not be limited to, agreements pursuant to F.S. § 163.3220 or orders pursuant to F.S. Ch. 380.
 - (e) The developer has committed through the development review process to provide the necessary facility improvements.
- (3) Subtract the demand for the facility evidenced by existing development along with the new demand that will be created by the proposed development along with the new demand

anticipated by other presently approved but not completed development orders and presently vested but not completed development orders.

- (B) Project phasing may be required to maintain required levels of service.
- (C) In the event that facilities relied upon to maintain required levels of service are not constructed the City shall re-review the impacts of the affected development orders to determine whether existing ~~Certificates of Concurrency~~[concurrency certifications](#) remain valid.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93)

§ 122.~~06-04~~ Potable Water.

- (A) Sufficient available capacity to maintain the following levels of service shall be demonstrated:
 - (1) Minimum design flow, ~~150-110 gallons per capita per day~~ [\(GPCD\)](#).
 - (2) Minimum pressure, ~~45-50-60 pounds per square inch~~ [\(psi\)](#) to user.
- (B) The estimated water consumption in terms of gallons per day shall be provided.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93)

§ 122.~~07-05~~ Sanitary Sewer.

- (A) Sufficient available capacity to maintain the following levels of service shall be demonstrated:
 - (1) Minimum design flow, ~~200-100~~ [GPCD](#)
~~(2) Reduction of minimum design flow by 1992, 175 GPCD.~~
- (B) The ~~peak~~ design flow shall ~~not exceed 1.3 times the average daily GPCD~~ [be 4.0 million gallons per day \(MGD\) with a peak factor of 2.0 MGD.](#)
- (C) The sanitary sewage disposal system shall comply with all pertinent federal, state, and local standards for effluent and sludge disposal at the time a development order is issued.
- (D) The additional flow shall not exceed the treatment plant design [or flow](#) capacity [of transmission lines](#) at the time a development order is issued.
- (E) The estimated sanitary sewage flow in terms of gallons per day shall be provided.
- ~~(F) The additional flow shall not exceed the flow capacity of transmission lines at the time a development order is issued.~~

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93)

§ 122.~~08-06~~ Drainage.

- (A) Sufficient available capacity to maintain the following levels of service shall be demonstrated:
 - (1) ~~25-year frequency storm, 24-hour duration.~~ [Refer to the City Stormwater Technical Manual for minimum level of service requirements.](#)
 - (2) ~~Post-development runoff shall not exceed predevelopment runoff for quality and quantity.~~ [Refer to the City Stormwater Technical Manual for minimum discharge quantity/quality requirements.](#)

(B) The proposed drainage system shall comply with the development standards ~~for drainage~~ of this Code ~~and of the City Stormwater Technical Manual~~ (including the retrofitting requirements for existing systems), and, ~~with the ambient~~ water quality and quantity standards of ~~the~~ Southwest Florida Water Management District, ~~and the~~ Florida Department of Environmental Protection, ~~and Chapter 17-25, FAC.~~

(C) The discharge of drainage shall not further degrade the receiving surface water body.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93)

§ 122.09-07 Solid Waste.

(A) Sufficient available capacity to maintain the following level of service shall be demonstrated:

(1) 1.3 tons per person per year.

(B) A solid waste management plan is required where hazardous materials are involved for storage or disposal.

(C) The estimated solid waste disposal in terms of tons per year shall be provided.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93)

§ 122.10-08 Recreation.

~~(A) Sufficient available capacity to maintain the recreation and open space the following levels of service requirements shall be demonstrated in accordance with shall the 2045 Comprehensive Plan be demonstrated:~~

~~(1) Recreation facilities~~

Ball Diamonds	1 diamond	per 3,500 persons
Basketball Courts	1 court	per 5,000 persons
Bicycle Facilities	1 mile of facility	per 5,000 persons
Boat Ramps	1 boat ramp lane	per 4,700 persons
Fishing (non-boat)	800 ft. catwalk/boardwalk	per 5,000 persons
Football/Soccer Fields	1 field	per 4,000 persons
Golf Course	1 18 hole course	per 50,000 persons
Handball/Racquetball Courts	1 court	per 10,000 persons
Nature Study/Walking Trails	1 mile of trail	per 6,250 persons
Shuffleboard	1 court	per 1,500 persons
Swimming (non-pool)	1 mile sandy beach	per 100,000 persons
Tennis Courts	1 court	per 2,000 persons

~~(B) Recreation site acreage~~

~~(1) Neighborhood/Community parks 2 acres per 1,000 population~~

~~(2) Open Space 1 acre per 1,000 population~~

~~(3) Regional parks 20 acres per 1,000 population~~

~~(4) Urban District parks 5 acres per 1,000 population~~

~~(C) Park site design standards~~

~~(1) Neighborhood park~~

- ~~(a) Service Radius: ½ mile~~
- ~~(b) Population Served: 3,000 to 5,000 residents~~
- ~~(c) Site Size: 1 to 10 acres~~
- ~~(d) Level of Service: 2 acres per 1000 population served~~
- ~~(e) Typical Facilities:~~
 - ~~(i) Landscaped Picnic Area~~
 - ~~(ii) Children's Play Area (with equipped play area)~~
 - ~~(iii) Multi-purpose Ballfields (play and recreation)~~
 - ~~(iv) Benches and Passive Areas~~
 - ~~(v) Hardcourt Area (tennis, basketball, volleyball)~~
 - ~~(vi) Security Lighting~~

~~(2) Community Park~~

- ~~(a) Service Radius: 2 miles~~
- ~~(b) Population Served: 15,000 to 25,000 residents~~
- ~~(c) Site Size: 10 to 40 acres~~
- ~~(d) Level of Service: 2 acres per 1000 population served~~
- ~~(e) Typical Facilities:~~
 - ~~(i) One or More Lighted Multi-Purpose Ballfields~~
 - ~~(ii) League/Tournament Ballfields~~
 - ~~(iii) Recreation Activity Building~~
 - ~~(iv) Play Apparatus Areas~~
 - ~~(v) Gymnasium~~
 - ~~(vi) Swimming Pool~~
 - ~~(vii) Two or More Tennis Courts~~
 - ~~(viii) Family or Grouped Picnic Area~~
 - ~~(ix) One or More Lighted Hardcourt Areas (tennis, basketball, volleyball, handball/racquetball)~~
 - ~~(x) Security Lighting~~
 - ~~(xi) Parking Areas~~
 - ~~(xii) Boat Ramps~~

~~(D) Development proposals on the north side of the Anclote River shall provide a minimum 35-foot wide easement to comply with the Rails-to-Trails Program where inclusion of the abandoned SCL railroad~~

right-of-way in the project is involved, and/or assist in providing a site for a minimum 10-acre neighborhood park in a location accessible to residential areas.

(E) ~~Future recreation and park sites designated by the Comprehensive Plan shall be held inviolate against diversion to other uses except where an overriding public need is demonstrated.~~

§ ~~122.11~~123.00 MOBILITY MANAGEMENT.

§ ~~122.11.01~~ Legislative Findings.

- (A) ~~Florida House Bill 7207, the Community Planning Act, was legislated in 2011. The Act eliminated state mandated concurrency management requirements related to transportation facilities for local governments.~~
- (B) ~~In 2013, the Pinellas County Metropolitan Planning Organization approved the Pinellas County Mobility Plan Report. The intent of the Mobility Plan is to replace local transportation concurrency management programs with a system that provides local governments with the means to manage the traffic impacts of development projects without requiring developers to meet adopted level of service standards.~~
- (C) ~~The transportation element of the comprehensive plan identifies a number of highway system facilities operating under deficient level of service conditions. These require the application of Mobility Plan provisions in order to manage transportation impacts and to increase mobility through the use of multimodal impact fees to fund transportation improvements.~~
- (D) ~~The 2012 Moving Ahead for Progress in the 21st Century (MAP 21) Act, which sets forth requirements for metropolitan transportation planning, promotes integrated transportation systems that maximize mobility and accessibility and the preservation, rather than the construction, of highways.~~
- (E) ~~The City of Tarpon Springs Comprehensive Plan provides data, analysis, and policies supporting the intent of the City to manage the impacts of development on facilities operating with deficient level of service conditions through the application of the Pinellas County Mobility Plan and supporting land use policies.~~
- (F) ~~Transportation management plan strategies are important tools for local governments to manage development impacts while maximizing mobility and accessibility consistent with the comprehensive plan and MAP 21.~~
- (G) ~~The Community Planning Act encourages the coordination of planning and growth management activities among local governments, the Metropolitan Planning Organization and regional and state government agencies.~~

~~(Ord. No. 2017-07, passed 5-2-17)~~

~~Editor's note(s)—Ord. No. 2017-07, passed May 2, 2017, repealed the former § 122.11.01 and enacted a new § 122.11.01 as set out herein. The former § 122.11.01 pertained to minimum acceptable level of service of LOS and derived from Ord. 90-10, passed 5-1-90; Am. Ord. 91-06, passed 3-20-91; Am. Ord. 93-25, passed 9-21-93; Am. Ord. 93-33, passed 10-19-93; Am. Ord. 93-34, passed 10-19-93 and Am. Ord. 96-26, passed 12-3-96.~~

§ ~~122.11.02~~123.01 Purpose and Intent.

It is the purpose of this division-section to establish a transportation management system ~~to that~~ ensure that the impacts of development on transportation facilities and services are effectively managed while increasing mobility for pedestrians, bicyclists, transit users and motor vehicles.

~~(Ord. No. 2017-07, passed 5-2-17)~~

Editor's note(s)—Ord. No. 2017-07, passed May 2, 2017, repealed the former § 122.11.02 and enacted a new § 122.11.02 as set out herein. The former § 122.11.02 pertained to congestion containment corridor and derived from Ord. 96-26, passed 12-3-96.

§ ~~122.11.03~~123.02 **Transportation Management Plan (TMP).**

(A) Transportation management plans are required on deficient roadways, as defined by the Metropolitan Planning Organization (MPO) and in accordance with the Pinellas County Multimodal Impact Fee Ordinance.

(B) The City may require TMPs for developments determined to have local transportation impacts outside of designated deficient corridors.

(C) Transportation management plans ~~are to~~must be submitted by applicants of development projects in conjunction with their site plans and accepted by the City. Transportation management plans are required for development applications seeking to utilize transportation management strategies/improvements to address their development impacts. The extent of the strategies/improvements included in an approved transportation management plan in terms of the scale of the project(s) and roadway capacity and/or mobility benefits provided shall be based primarily on the projected impact of the development project on the surrounding traffic circulation system.

(D) Specific conditions of the deficient road corridor impacted by the development will also be considered. Transportation management plan (TMP) strategies/improvements applicable to development projects within deficient road corridors will be determined at the time of site plan review. Should the impacts of the a development project impact a transportation facility road under the jurisdiction of an adjacent local government or Florida Department of Transportation (FDOT), the identification of appropriate TMP strategies shall be coordinated with the affected jurisdiction(s). Transportation management plans must be developed by the applicant and accepted by the City.

(A)(E) Transportation management plan TMP strategies/improvements include, but are not limited to, those listed below.

- (1) **Intensity reduction.** The intensity of the proposal may be reduced through an across-the-board reduction of the permitted floor area ratio, as it would otherwise normally apply to the proposal. Other such corrective actions that would reduce the intensity of the proposal may also apply.
- (2) **Density reduction.** The density of the proposal may be decreased by a reduction in the number of units per acre below that which would otherwise normally apply to the proposal.
- (3) **Project phasing.** A project may be divided into logical phases of development by area, with later phases of the development proposal's approval withheld until the needed facilities are available.
- (4) **Outparcel deletion.** Those portions of the proposal characterized as outparcels that create separate and unique impacts may be deleted from the total proposal.
- (5) **Physical highway improvements.** A project may construct link capacity improvements, acceleration/deceleration lanes, intersection improvements or frontage roads.
- (6) **Operational improvements (signal).** This includes efforts involving signal removal or signal timing improvements.
- (7) **Access management strategies.** These include access management controls such as the preclusion of a direct connection to a deficient facility, right-in/right-out driveways, alternative driveway locations, reduction of a driveway, single point access, shared access or the implementation of median controls.

-
- (8) **Mass transit initiatives.** A project may implement a plan to encourage transit (e.g., employer-issued bus passes). Other mass transit initiatives may include, but are not limited to, direct route subsidies, provision of feeder service or the construction of bus stop amenities, bus pull-off areas and dedication of park and ride parking spaces.
- (9) **Demand management/commuter assistance.** These include efforts to encourage ride-sharing (e.g., designated parking spaces for carpools, employer-sponsored carpool program, participation in transportation management organization/initiative programs), and to implement flexible work hour and telecommuting programs.
- (10) **Bicycle/pedestrian improvements.** These would involve structural improvements or construction of a bikeway or sidewalk connecting an existing bikeway/sidewalk network or providing access to a school, park, shopping center, etc. These improvements may also include pedestrian treatments in parking areas, sidewalks connecting developments with adjacent land uses, trail improvements and bicycle rack and on-street bicycle lane installations, and the planting of trees to provide shade canopy along sidewalks.
- (11) **Intelligent transportation system improvements.** This includes improvements pertaining to computerized traffic signal systems that automatically adjust to maximize traffic flow and to permit emergency vehicles to pass through intersections quickly. It also includes freeway management systems, such as electronic message signs, and electronic fare payment on public buses that reduce passenger boarding time.
- (12) **Livable community site design features.** These include, but are not limited to, implementation of pedestrian friendly site design features such as orienting buildings toward the street and parking lots to the side or rear of buildings.

~~(B)~~(F) Transportation management plans seeking to implement strategies that do not involve structural improvements, such as ride-sharing and transit incentive programs, must include a monitoring program to ensure the strategies are carried out in accordance with the plan, as developed by the applicant and accepted by the City.

(Ord. No. 2017-07, passed 5-2-17)

Editor's note(s)—Ord. No. 2017-07, passed May 2, 2017, repealed the former § 122.11.03 and enacted a new § 122.11.03 as set out herein. The former § 122.11.03 pertained to de minimis impact and derived from Ord. 90-10, passed 5-1-90; Am. Ord. 91-06, passed 3-20-91; Am. Ord. 93-25, passed 9-21-93; Am. Ord. 93-33, passed 10-19-93; Am. Ord. 93-34, passed 10-19-93 and Am. Ord. 96-26, passed 12-3-96.

§ ~~122.11.04~~123.03 Deficient Road Corridors, Transportation Management Plan Strategies Applied Traffic Study.

(A) Traffic studies must be submitted in accordance with the Metropolitan Planning Organization (MPO) requirements and with the Pinellas County Multimodal Impact Fee Ordinance.

(B) In addition, the City may require a traffic study for developments determined to have local transportation impacts.

~~(A) Deficient road corridors include parcels within one-half mile of the centerline or terminus of a facility operating under a deficient level of service.~~

~~(B) In support of the provisions of this section regarding deficient road corridors, policies in the comprehensive plan seek to discourage future land use map (FLUM) amendments that allow for an increase in automobile trips generated from sites proposed for amendment. Exceptions to this provision~~

may apply within road corridors where the comprehensive plan is seeking increased densities and intensities for planning purposes.

~~(C) Development projects located within deficient road corridors that generate between 51 and 300 new peak hour trips are classified as tier 1.~~

~~(1) Developers of tier 1 projects are required to submit a transportation management plan designed to address their impacts while increasing mobility and reducing the demand for single-occupant vehicle travel.~~

~~(2) The cost of transportation management strategies implemented for tier 1 projects are creditable toward their multimodal impact fee assessment in accordance with the Multimodal Impact Fee Ordinance. If the cost of the improvement exceeds the assessment, the development project would not be subject to payment of the fee.~~

~~(D) Development projects located within deficient road corridors that generate more than 300 new peak hour trips are classified as tier 2. Developers of tier 2 projects are required to conduct a traffic study and submit an accompanying report. The report shall include the results of the traffic study and a transportation management plan identifying improvements necessary to mitigate the impacts of the project. The report shall be submitted to the Planning and Zoning Department for review. The cost of transportation management strategies implemented for tier 2 projects may be applied as credit toward the project's multimodal impact fee assessment in accordance with the Multimodal Impact Fee Ordinance or payment of the fee could be included as part of a transportation management plan.~~

~~(E) Development projects that generate less than 51 new peak hour trips are required to pay a multimodal impact fee in accordance with the Multimodal Impact Fee Ordinance. They are not required to submit a transportation management plan or traffic study.~~

~~(F) A traffic study and corresponding transportation management plan for a land development project generating more than 50 new peak hour trips outside a deficient road corridor may be required if through the site plan review process the local government determines that operational improvements such as intersection or median modifications may be necessary to accommodate the additional trips generated by the proposed land use.~~

(Ord. No. 2017-07, passed 5-2-17)

Editor's note(s)—Ord. No. 2017-07, passed May 2, 2017, repealed the former § 122.11.04 and enacted a new § 122.11.04 as set out herein. The former § 122.11.04 pertained to proportionate fair-share mitigation of development impacts on transportation corridors and derived from Ord. 2006-34, passed 10-17-06.

§ 122.11.05 Methodology Applied.

~~Determination of trip generation shall be based on the Pinellas County Multimodal Transportation Impact Fee Ordinance fee schedules and latest edition of the *Institute of Transportation Engineers Trip Generation Manual*.~~

~~(Ord. No. 2017-07, passed 5-2-17)~~

§ 122.12124.00 HURRICANE SHELTER IMPACT STUDY.

(A) All requests for site plan, subdivision, zoning/land use, or conditional use approval which entails residential developments of 10 or more units, and which involves a site that is wholly or partially located within Pinellas County Evacuation Zone A, B, or C, shall prepare and submit an analysis which indicates that available shelter space will not be exceeded. Shelter analysis shall be performed based upon a

Category 3 hurricane impact and shall be performed based on the area bounded on the south by Nebraska Avenue on the east by East Lake Road and the north by the Pinellas/Pasco County Line.

(B) Shelter space demand analysis shall be based upon the most recent available data from Pinellas County Emergency Management or the Tampa Bay Regional Planning Council and shall utilize shelter and demand assessment methodology established or accepted by Pinellas County Emergency Management.

(B)(C) All assessments must be reviewed and verified for accuracy by the Technical Review Committee. Alternatively, the City may utilize outside professional consultant services for review. Applicants may utilize alternate shelter utilization and persons per household rates using documented and industry/discipline-acceptable data sources such as current State of Florida, local, or regional governmental agency studies. If alternate data sources are proposed for the study, the applicant shall notify the City Manager or designee in writing of the alternate shelter utilization and persons per household rates intended for use, including citations and copies or links to the data sources.

(C)(D) The study shall provide solutions for mitigation where a shelter deficit is projected. The solutions must provide for mitigation equivalent to the proposed development's anticipated hurricane preparedness impacts (number of persons needing shelter), and may utilize any single or combination of the following mitigative techniques:

- (1) The donation of land for public facilities.
- (2) The donation or use of private structures as hurricane shelter space.
- (3) The provision of payments to upgrade existing shelters, to include the addition of storm shutters, provision of electric generators, provision of a food supply, provision of potable water storage capacity, and other items which are determined necessary by the Red Cross and Pinellas County Emergency Management Department to upgrade existing shelters.
- (4) The provision of on-site shelter space when the project includes a community center or other suitable facility. The provision of on-site shelter space shall be at the ratio of 10 to 20 square feet per resident, and shall equal the proposed development's anticipated hurricane shelter space demand.
- (5) The provision of funds to be used for the purpose of training shelter volunteers or for the purpose of enhancing existing public information programs.
- (6) The provision for a limitation on density, or project phasing.
- (7) The provision and maintenance of a public information program and hurricane evacuation fund within a homeowners' association.
- (8) The provision for the elevation of all roads within the proposed development above the flood level of a category three hurricane event, making evacuation more feasible.
- (9) The provision of improvements to the evacuation routes, including roadway capacity improvements and the provision of funds for the posting of evacuation routes.
- (10) The provision of funds to be used for the purpose of procuring communication equipment which would upgrade existing warning and notification capability.
- (11) Nothing contained in this section shall preclude the use of alternative mitigative techniques.
- (12) Any alternative mitigative technique shall provide reasonable assurance regarding the alternative's ability to reduce the development's impact upon demand for hurricane shelter space.
- (13) Utilization of Coastal High Hazard Area Design Standards of this code Section 149.01

(Ord. No. 2017-07, passed 5-2-17; Am. Ord. 2019-21, § 1, 12-10-19; Ord. No. 2022-24, passed 9-19-23)

Editor's note(s)—Ord. No. 2017-07, passed 5-2-17, renumbered § 122.13, pertaining to hurricane shelter impact study, as 122.12.

(Sample "Certificate of Concurrency" reproduced on following page.)

SAMPLE CERTIFICATE OF CONCURRENCY

(A)	Date:	
(B)	Development Activity:	Permit or File Number:
	_____ Site Plan or Subdivision	_____
	_____ Final Subdivision Plat	_____
	_____ Conditional Use	_____
	_____ Building Permit	_____
(C)	Proposed Development:	
	-Site Acreage: _____	
	-Location: _____	
	-Project Name: _____	
	-Residential:	
	_____ Single Family	_____ Units
	_____ Two Family	_____ Units
	_____ Multifamily	_____ Units
	-Nonresidential:	
	-Use: _____	
	-Square Footage: _____	
	-Use: _____	
	-Square Footage: _____	
	-Use: _____	
	-Square Footage: _____	
	-Owner Name: _____	
	-Owner Address: _____	
	-Contractor/Developer: _____	
(D)	Exceptions:	
	§ 122.01(A)(1) _____	
	§ 122.01(A)(2) _____	
	§ 122.01(A)(3) _____	
	§ 122.01(A)(4) _____	
(E)	Levels of Service:	
	-Potable Water: _____ Compliance	_____ Noncompliance
	-Sanitary Sewer: _____ Compliance	_____ Noncompliance
	-Drainage: _____ Compliance	_____ Noncompliance
	-Solid Waste: _____ Compliance	_____ Noncompliance
	-Recreation: _____ Compliance	_____ Noncompliance
	-Transportation: _____ Compliance	_____ Noncompliance

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(Supp. No. 2024 S-58)

	Hurricane Shelter: _____ Compliance	_____ Noncompliance
(F)	Reserved Project Capacity:	
	Potable Water:	gallons per day
	Sanitary Sewer:	gallons per day
	Solid Waste:	tons per year
	Transportation:	peak hour trips
	_____ Impacted Link:	
	Hurricane Shelter: _____ Spaces	
(G)	Conditions of Approval (List):	
(H)	Action:	
	_____ Compliance	
	_____ Noncompliance	
Signature:		
Date of Issuance:		

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93; Am. Ord. 2019-21, § 1, 12-10-19)

(~~§§ 123.00 through~~ 125.00 reserved)