



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 25, 2026
6:00 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION: Reverend Gee Thomson, Greater L.I.F.E. Christian Church

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

CONSENT AGENDA

1. Attorney Fees: Johnson Jackson PLLC Invoices 17360, 17514 (**Mark Lecouris, City Manager**)
2. Satisfaction/Release Of Liens (**Irene Jacobs, City Clerk**)
3. Special Events: (**Chris Cotta, Public Works Director**)
 - a. 35th Annual Early Elf Market 2026 (Formally) Thanksgiving Arts & Crafts Festival
 - b. The Village of Agape Trunk or Treat 2026
 - c. Cartin Tarpon Annual Christmas Golf Cart Parade
4. Increase File No. 260102-N-PH, Single Source Purchase Of Public Safety Health Screenings (**Craig Misener Fire Chief, Bob Robertson Interim Procurement Services Director**)
5. Increase File No. 260116-N-AS, Electric Actuators & Parts (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Bob Robertson Interim Procurement Services Director**)
6. Renew File No. 230194-B-PH, July 4Th Fireworks Display (**Bob Robertson, Interim Procurement Services Director**)
7. Award File No. 270003-N-PH, Single Source Purchase Of Mental Health Resources (**Jeff Young Police Chief, Craig Misener Fire Chief, Bob Robertson Interim Procurement Services Director**)
8. Reconsideration Of Settlement Agreement-Code Enforcement Fine Case No. 02-1029-Brown, Winfred & Code Enforcement Fine Case No. 16-80000582-Toynetta R, Lee Thompson (**Andrew Salzman, City Attorney**)
9. Award File No. 260194-N-PH, Annual Maintenance Of Emergency Operations And Human Resources Compliance Tracking (**Suzanne Linton IT Director, Bob Robertson Interim Procurement Services Director**)
10. Renew File No. 250229-C-PH, Sod, Pick-Up, Delivery (**Chris Cotta Public Works Director, James Burke Parks And Parkways Maintenance Supervisor**)
11. City Of Tarpon Springs/Adventhealth North Pinellas - Memorandum Of Understanding (**Mark Lecouris City Manager, Andrew Salzman City Attorney**) (**DEFERRED TO A DATE TO BE DETERMINED**)

BUSINESS ITEMS

12. Fleet Management Division Audit #13_2026 (**Billy Poulos, Internal Auditor**)

13. Renew Coastal Funding Route Agreement With The Pinellas Suncoast Transit Authority (PSTA For The Jolley Trolley) (**Karen Lemmons Economic Development Manager, Mark Lecouris City Manager**)
14. Salary And Classification Plan FY2027 (**Mark Lecouris, City Manager**)

ORDINANCES AND RESOLUTIONS

15. **Ordinance 2026-14; (2Nd Reading)** Vacating A Portion Of E. Harrison Street (**Application #26-56**) (**Legislative**) (**Allie Keen, Planning & Zoning Director**)
16. Land Development Code (LDC) Articles V And VIII Updates (**2Nd Reading**), (**Application #26-44**)(**Allie Keen, Planning & Zoning 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**)
17. **Ordinance 2026-15; (1St Reading)** Regulations For Safe Operation Of Electric Bicycles Within The City (**Jeff Young, Police Chief**)

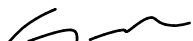
BOARD AND STAFF COMMENTS

ADJOURNMENT

INVOICE

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

Invoice #: 17360
Date: 08-10-2026
Due On: 09-09-2026


Mark LeCouris (Aug 17, 2026 09:53:41 EDT)

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

Matter Number:0010.0020 City of Tarpon Springs/

Services

Date	TK	Description	Hours	Rate	Total
07-23-26	EGJ	Review correspondence concerning request for deposition of defense counsel; analyze procedural posture and grounds supporting motion for protective order; evaluate litigation strategy concerning deposition limitations and privileged information; coordinate with counsel regarding scheduling, court orders, and anticipated motion practice.	0.60	225.00	\$135.00
07-23-26	REC	Evaluate Florida statutes and relevant case law regarding attorney-client privilege in public sector for the purpose of revising protective order.	1.10	225.00	\$247.50
07-24-26	REC	Revise Motion for Protective Order to include additional arguments addressing Florida law.	1.60	225.00	\$360.00
07-24-26	EGJ	Review correspondence from Christine Trombly; prepare response regarding discovery and depositions	0.30	225.00	\$67.50
07-24-26	REC	Evaluate the attorney-client privilege application in the public sector context.	1.00	225.00	\$225.00
07-24-26	REC	Strategize regarding revision of Motion for Protective Order.	0.30	225.00	\$67.50
07-24-26	REC	Review Motion seeking to take additional depositions, position statement, and meeting transcript for the purpose of revising Motion for Protective Order.	0.80	225.00	\$180.00
07-26-26	REC	Continue evaluating the attorney-client privilege application in the public sector context for the purpose of revising Motion for Protective Order.	1.00	225.00	\$225.00
07-27-26	REC	Revise motion for protective order and declaration regarding the deposition of Erin Jackson.	2.70	225.00	\$607.50
07-27-26	EGJ	Revise Motion for Protective Order	1.50	225.00	\$337.50

07-27-26	REC	Evaluate Eleventh Circuit precedent regarding test for deposing opposing counsel.	1.80	225.00	\$405.00
07-28-26	REC	Final revisions to Motion for Protective Order to include additional arguments regarding attorney-client privilege; final revisions to Declaration.	3.80	225.00	\$855.00
07-28-26	REC	Evaluate Attorney General Opinion Letters and additional case law for the purpose of revising Motion for Protective Order.	1.10	225.00	\$247.50
07-28-26	EGJ	Review underlying discovery issues and supporting materials; analyze objections and confidentiality concerns; draft and revise Motion for Protective Order and supporting declaration; assess litigation strategy and circulate pleadings for counsel's review and comment.	1.90	225.00	\$427.50
07-30-26	EGJ	Review and revise Motion for Protective Order and declaration; confer with counsel for the City regarding privilege issues and filing strategy.	2.80	225.00	\$630.00
			Services Subtotal: \$5,017.50		

Expenses

Date	TK	Description	Hours	Rate	Total
07-31-26		7/31 - Westlaw Research	1.00	219.47	\$219.47
			Expenses Subtotal: \$219.47		

Subtotal:	\$5,236.97
Total Invoice Due:	\$5,236.97
Payment	\$0.00

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

INVOICE

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


Mark LeCouris (Aug 17, 2026 09:53:26 EDT)

Invoice #: 17514
Date: 08-10-2026
Due On: 09-09-2026

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

Matter Number:0010.0001 City of Tarpon Springs/General

Services

Date	TK	Description	Hours	Rate	Total
07-14-26	EGJ	Attend meeting with Mark LeCouris and Tabatha Adkins regarding employee matter; review documents from Tabatha Adkins regarding notes of concerns related to performance of multiple employees	1.60	225.00	\$360.00
07-14-26	MH M	Draft Performance Improvement Plans.	2.80	225.00	\$630.00
07-14-26	MH M	Review job description, draft fitness for duty request from physician.	1.50	225.00	\$337.50
07-15-26	MH M	Revise Performance Improvement Plans	1.60	225.00	\$360.00
07-15-26	EGJ	Phone conference with Mark Lecouris regarding employment matter	0.30	225.00	\$67.50
07-15-26	EGJ	Review grievance communications, regarding procedural disputes regarding grievance handling, assess grievance process issues and provide legal oversight.	0.60	225.00	\$135.00
07-21-26	EGJ	Attend meeting with Tabatha Adkins; review documentation from Tabatha Adkins regarding performance concerns; prepare strategy for next steps.	0.80	225.00	\$180.00
07-22-26	EGJ	Review performance improvement plans and disciplinary recommendations involving multiple employees; confer regarding prior discussions with management; analyze policy compliance, handbook considerations, and recommended corrective action measures; request additional policy materials for continued review from Tabatha Adkins.	2.60	225.00	\$585.00
07-23-26	MH M	Revise performance improvement plans and correspond with Tabatha Adkins.	0.70	225.00	\$157.50

07-28-26	EGJ	Review grievance materials and management communications; analyze allegations; advise client.	1.40	225.00	\$315.00
07-30-26	EGJ	Review resignation and grievance closure communications.	0.20	225.00	\$45.00
			Services Subtotal: \$3,172.50		

Expenses

Date	TK	Description	Hours	Rate	Total
07-31-26		7/31 - Westlaw Research	1.00	148.99	\$148.99
			Expenses Subtotal: \$148.99		

Subtotal:	\$3,321.49
Total Invoice Due:	\$3,321.49
Payment	\$0.00

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

OFFICE OF THE CITY CLERK

INTER-DEPARTMENTAL MEMO

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

SUBJECT: SATISFACTION/RELEASE OF LIENS REGULAR SESSION AUGUST 25, 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
CREATIVE DESIGNZ CORPORATION	UTILITY LIEN	85179-271405632



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 – Chamber of Commerce
35th Annual Elf Market (formerly) Thanksgiving Arts & Crafts Festival
November 21-22, 2026

Recommendation:

That the Mayor and Board of Commissioners approve the Chamber of Commerce's special event application for the "35th Annual Early Elf Market (Formerly) Thanksgiving Arts & Crafts Festival" on November 21-22, 2026, and the temporary closure of Court St. (Pinellas Ave. to Safford Ave.), Mother Meres Parking Lot and the parking lot bounded by Court, Safford and Lemon street.

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 5:00 p.m., with set up time beginning at 4:00 a.m. on Saturday and breakdown by 8:00 p.m. on Sunday. There will be vendors, music, and food & beverages will be sold with the proceeds used to advertise other events. Area businesses (Tarpon Ave., Safford Ave., Hibiscus St.) will also have the opportunity to hold sidewalk sales during this event.

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: **December 01, 2025**

Name of Event: **35th Annual Early Elf Market (formerly Thxgiving Arts & Crafts Festival)**

Date(s) of Event: **November 21 – 22, 2026** Alternate Date(s): **N/A**

Hours of Event: **10:00 am to 5:00 pm (both days)**

Set up/break down time needed: **4:00 am on Saturday (setup) 8:00 pm on Sunday (breakdown)**

Type/Purpose of Event: **Fundraiser for the Tarpon Springs Chamber of Commerce. Event will include vendors and food vendors.**

Location of Event (include map for parade/procession routes with assembly and disband points): **Court St. (Pinellas Ave. to Safford Ave.) and Mother Meres Parking Lot. Also to include sidewalk sales for businesses on Tarpon Ave. (Pinellas Ave. to Grosse Ave.), Safford Ave. (Orange St. to Court St.), and Hibiscus St. (Orange and Tarpon Ave.).**

If Closure of a City Parking Lot is needed, please check: **Mother Meres** XX___ Tarpon Ave. Orange St. ___ Court/Lemon ___

Other: **Parking lot bounded by Court, Safford, and Lemon Sts.**

Disposition of Proceeds: **Pay for expenses of the event and advertising for other events.**

Applicant Information:

Name of Organization: **Tarpon Springs Chamber of Commerce**

Registered Nonprofit Org.: Yes ☒ No ☐

Organizations Address: **1 N. Pinellas Avenue, Tarpon Springs FL 34689**

Individual to Contact: **Jean Hungiville** (Telephone #) **757-709-0955**
(email) **president@tarponspringschamber.org**

Alternative Contact: **Suzi King** (event planner) (Telephone #) **727-417-5494** (email) **suzfest@gmail.com**

General Information:

Number of Vendors: **100** (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): **Side Streets and parking lots**

Approximate Number of Attendees: **1500 per day** Entrance Fee:\$ **N/A**

Location for Attendee Parking: **City parking lots and street parking**

Will Private Security be Provided: Yes ☒ No ☐ Name of Private Company: **SIK will also have 2 staff members on site. Overnight security provided.**

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

Will Music be Provided: Yes ☒ No ☐ Hours of Play: **10 am to 5 pm** Band: ☐ DJ: ☐ Other: **Duos/Singles**

Type & Location of Toilet Facilities: **Public Restrooms in parking lot next to Faklis Shoe Store and City portable restrooms in Mother Meres parking lot.**

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: **Pop Up Tent Style** _____

How will Structure be Secured: **As Required**

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: **As needed per TSPD**

Cones: ☒ How many: **As needed per TSPD**

Portable Stage: ☐ Location:

Electricity Needed: ☒ Where: **Mother Meres parking lot.**

Public Restrooms: ☒ Hours of Opening/Closing: **4:00 am Saturday to 8:00 pm Sunday**

Street Banners: ☒ Locations: **In front of Mother Meres Parking Lot, and US 19.**

Additional City Trash Cans: ☒ **Extra city trash cans in parking lot and along Court St.**

Directional Parking Signs: ☒ Locations: **Standard places**

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: **Will be delivered before event.**

Is the Certificate of Insurance Attached: Yes No ☒ If not, when will it be sent: **Before event**

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

I agree to provide a Post Special Report within 10 calendar days subsequent to the event: Yes ☒ No ☐ Failure to do so may result in forfeiture of deposit.

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.

Jean Hungiville

Signature of Applicant

12/01/2025

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 –The Village of Agape Trunk or Treat
October 31, 2026

Recommendation:

That the Mayor and Board of Commissioners approve the Special Event Application for “Trunk or Treat” on Saturday October 31, 2026, at Dorsett Park in collaboration with The Village of Agape.

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

Background:

The event will begin at 12:00p.m. and end at 8:00 p.m., and will include free food, beverages and giveaways.

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: 7/27/2026
Name of Event: Trunk or Treat
Date(s) of Event: October 31 2026
Alternate Date(s): _____
Hours of Event: 12 pm until 8 pm
Set up/break down time needed: N/A
Type/Purpose of Event: The Village of Agape is hosting a free event for the community to enjoy a safe environment for Halloween.

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

Dorset Park

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

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

Other: _____

Disposition of Proceeds: _____

Applicant Information:

Name of Organization: The Village of Agape
Registered Nonprofit Org.: Yes ☒ No ☐ or City Department ☐
Organizations Address: PO BOX 873 Tarpon Springs FL
Individual to Contact: Hanisha Murray
(Telephone #) 727-505-5564 (email) TheVillageofAgape@gmail.com
Alternative Contact: 727-505-7889 Hanisha Murray
(Telephone #) 727-505-7889 (email) Hanishamurray@yahoo.com

General Information:

Number of Vendors: N/A (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): N/A

Approximate Number of Attendees: N/A Entrance Fee: \$ N/A

Location for Attendee Parking: N/A

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: Speaker

Type & Location of Toilet Facilities: _____

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: N/A

Cones: ☐ How many: N/A

Portable Stage: ☐ Location: N/A

Electricity Needed: ☐ Where: Yes

Public Restrooms: ☐ Hours of Opening/Closing: N/A

Street Banners: ☐ Location: N/A

Electric Message Board: ☐ N/A

Additional City Trash Cans: ☐ Yes

Directional Parking Signs: ☐ Locations: N/A

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.

Hansbury Murray
Signature of Applicant

7/27/2024
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 25, 2026

Subject: Special Event- Cartin Tarpon Springs Christmas Golf Cart Parade
December 19, 2026

Recommendation:

That the Mayor and Board of Commissioners approve application for “Cartin Tarpon Christmas Golf Cart Parade” fundraiser for Shop with a Cop Program on December 19, 2026.

Background:

The Parade will begin @ 6:00p.m.- 7:00p.m. Setup/Line up will begin at 4:00p.m . Start & End @ Tarpon Springs Yacht Club. The golfcarts will head down Spring Blvd., Tarpon Ave., Pinellas Ave., MLK Jr Dr., Safford Ave., U-turn @ Pine St., Safford Ave., Tarpon Ave., Pinellas Ave., Dodecanese Blvd., head towards Rusty Bellies Boat Yard, cont. Island Dr., down Roosevelt Blvd., Canal St., back to T.S. Yacht Club.

This has been coordinated with the Tarpon Springs Police Department for Shop with a Cop Program. Police escort will be provided.

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: May 26, 2026
Name of Event: Cartin Tarpon Annual Christmas Golf Cart Parade
Date(s) of Event: Saturday December 19, 2026
Alternate Date(s): none
Hours of Event: 4pm-9pm ; Parade at 6pm (to 7pm)
Set up/break down time needed: n/A.
Type/Purpose of Event: community / charity
100% profits to TSPD Shop with a Cop program

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

If Closure of City Parking is needed, please check street: n/A.

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

Other: n/A

Disposition of Proceeds: n/A

Applicant Information:

Name of Organization: Cartin' Tarpon

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

Organizations Address: 1021 Wideview Ave Tarpon Springs FL 34689

Individual to Contact: Michelle Dinsmore

(Telephone #) 727-365-1480 (email) cartintarpon@gmail.com

Alternative Contact: Katie MacNeill

(Telephone #) 727-946-7125 (email) cartin-tarpon@gmail.com

General Information:

Number of Vendors: n/A (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): n/A

Approximate Number of Attendees: 200+ spectators Entrance Fee: \$ 50

Location for Attendee Parking: TS Yacht Club

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: by TSPD.

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

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 4pm-9pm Band: ☒ DJ: ☐ or
Other: at venue; not part of parade

Type & Location of Toilet Facilities: TS Yacht Club.

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 on golf carts ~ 200-300 Animals _____ Floats _____ Bands _____ Other ~ 100 golf carts.

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

Types of Rides: n/a

Is Diagram of Layout Attached: Yes ☐ No ☐ n/a

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: see side note

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: Coordinate with TSPD

Cones: ☐ How many: for parade route

Portable Stage: ☐ Location: n/a

Electricity Needed: ☐ Where: no

Public Restrooms: ☐ Hours of Opening/Closing: _____

Street Banners: ☐ Location: _____

Electric Message Board: ☒ yes. Date/time of event 1-2 weeks ahead of event

Additional City Trash Cans: ☐ no.

Directional Parking Signs: ☐ Locations: no.

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: waved due to city partnership

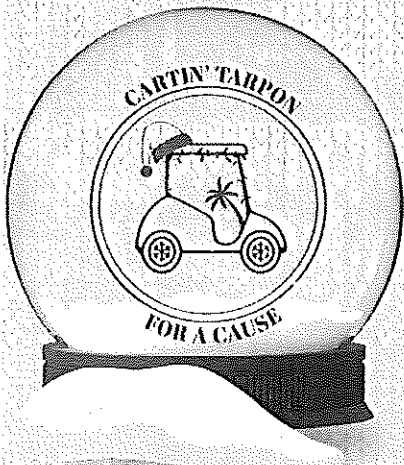
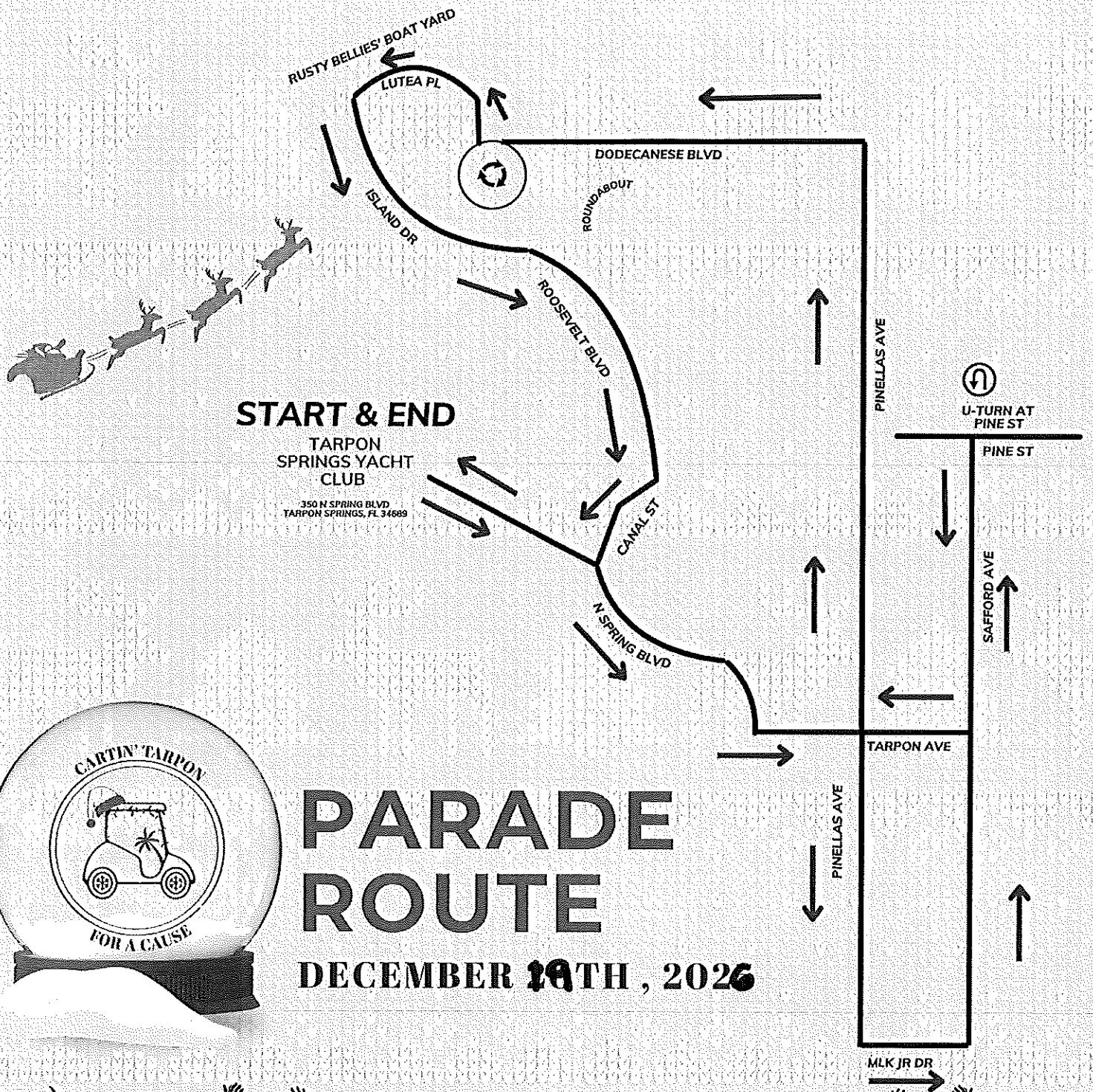
Is the Certificate of Insurance Attached: Yes ☐ No ☒ ^{n/a} If not, when will it be sent: waived due to city partnership.

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.

Katei Mae Neill, Carlin Tarpon
Signature of Applicant

5/26/26
Date



SPECTATORS NEEDED!!
CALL ALL YOUR FRIENDS & FAMILY!
GET THEM TO TARPON SPRINGS
ON DECEMBER 19TH!

COI for past golf cart events

2 messages

Amber Thompson <athompson@ctsfl.us>

Wed, Mar 4, 2026 at 4:02 PM

To: Charles Rudd <Charlesrudd@ctsfl.us>

Cc: Chris Cotta <ccotta@ctsfl.us>, Jamie Taylor <jtaylor@ctsfl.us>, Ashley Harter <aharter@ctsfl.us>, "cartintarpon@gmail.com" <cartintarpon@gmail.com>

Good afternoon team, after looking back at several years of golf cart events, I have confirmed that the COI (Certificate of Insurance), was not provided due to a Co-sponsorship with the City. It was waived due to that partnership.

Thank you for your time.

Amber Thompson

Public Works Executive Assistant

324 E. Pine St.

Tarpon Springs, FL 34689

727-942-5610 ex 2266

athompson@ctsfl.us

Book time with Amber Thompson



 please consider the environment before printing this email.

Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding city business are public records available to the public upon request. Your e-mail communications may be subject to public disclosure.



Memorandum

Date: August 25, 2026
To: Mayor and Board of Commissioners
Through: Bob Robertson, Director of Project Administration
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 260102-N-PH, Single Source Purchase of Public Safety Health Screenings
(Craig Misener Fire Chief, Bob Robertson Interim Procurement Services Director)

Recommendation

Increase File No. 260102-N-PH, Single Source Purchase of Public Safety Health Screenings to Life Extension Clinics, Inc., d/b/a Life Scan Wellness Centers (Life Scan), effective February 28, 2026 through February 27, 2027, from an estimated amount not to exceed \$81,000 to \$101,000, an increase of \$20,000, for the Police and Fire Departments.

Background

On February 10, 2026, the Board approved the award of this contract. The City has 57 sworn police officers that undergo annual physicals to ensure they are in good physical condition and able to perform the physical demands of their job. The City also has 46 firefighters that are required by the National Fire Protection Association to undergo annual medical exams. The services offered by Life Scan provides the required medical exams and early detection testing for various major diseases. All exams are completed at the Public Safety Complex while the firefighter or police officer is on-duty. The requested increase amount includes a contingency to cover medical exams for new hires and additional necessary testing (see attached memos). The purchase of medical services is exempt from competition pursuant to Florida State Statute 287.057. Life Scan is contracted with other Florida agencies, including the City of Clearwater RFP No. 53-23, and the price offered to the City is consistent with their lowest contract price.

Funding

001-1002-521-3100 FY26 Police Department/Professional Services - \$51,000 and 001-1102-522-3100 FY26 Fire Department/Professional Services - \$50,000

Strategic Plan Objective

N/A



TARPON SPRINGS FIRE RESCUE

SERVICE • COURAGE • COMMITMENT

To: Bob Robertson, Interim Procurement Services Director

From: Craig Misener, Fire Chief 

Re: Request to increase Contract File No. 260102-N-PH, Public Safety Health Screening (PO# 260390)

Date: August 6, 2026

The Fire Department is requesting an increase to Contract File No. 260102-N-PH, (PO# 260390) with Life Extension Clinics, Inc., d/b/a Life Scan Wellness Centers (Life Scan), in the amount of \$10,000.00 from \$40,000.00 to \$50,000.00, effective through February 27, 2027.

Life Scan provides the Fire and Police Departments with yearly onsite comprehensive medical exams, as well as performing necessary physicals for new hire employees.

Due to an increase in pre-employment evaluations for several new hires, the Fire Department's contract utilization increased, necessitating additional funds to cover as-needed services through the remaining contract term.

Funding for this increase is budgeted in account no. 001-1102-522.31-00 – Fire Dept. Professional Services, FY26

444 S. HUEY AVE. • TARPON SPRINGS, FL 34689

(727) 938.3737



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Bob Robertson, Interim Procurement Services Director

From: Jeffrey P. Young, Chief of Police 

Date: August 7, 2026

Ref: Request to increase Contract File No. 260102-N-PH, Public Safety Health Screening (PO# 260389)

The Police Department (PD) is requesting an increase to Contract File No. 260102-N-PH with Life Extension Clinics, Inc., d/b/a Life Scan Wellness Centers (Life Scan), in the amount of \$10,000.00 from \$41,000.00 to \$51,000.00, effective through February 27, 2027.

Life Scan Wellness Centers provides the Police Department with yearly onsite, comprehensive medical examinations for all sworn law enforcement officers, as well as performing necessary physicals for new hire employees.

Due to an increase in pre-employment evaluations associated with filling positions vacated by retiring officers, the Police Department's contract utilization increased, necessitating additional funds to cover as-needed services through the remaining contract term.

Funding for this increase is budgeted in account no. 001-1002-521.31-00 – Police Dept. Professional Services and will be drawn from the FY26 and FY27 budgets.



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

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"



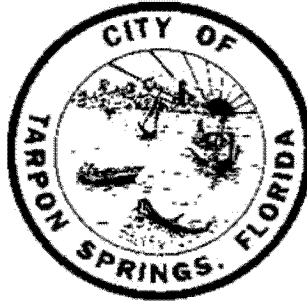
PURCHASE ORDER

02/12/26

ORDER DATE

CITY OF TARPON SPRINGS

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



260389

No.

LIFE SCAN WELLNESS CENTERS
1011 NORTH MACDILL AVE.
TAMPA, FL 33607

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

260102-N-PH

25278

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			BLANKET - HEALTH SCREENINGS - PD USE ONLY EFFECTIVE DATE: 02/28/26 EXPIRATION DATE: 02/27/27 NOT TO EXCEED: 36000.00 REMARKS: In accordance with File No. 260102-N-PH BOC approved 2/10/2026 Not to Exceed \$41,000.00 Commodity Code: 935 056 **PD USE ONLY**			

BILLING INSTRUCTIONS:

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

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

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

This Form contains an Electronic Signature

VENDOR COPY

AUTHORIZED SIGNATURE

Page 26 of 398

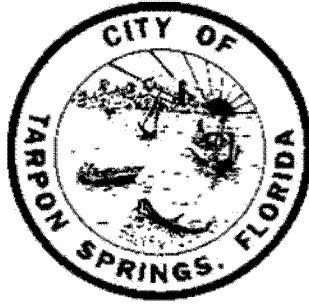
PURCHASE ORDER

02/12/26

ORDER DATE

CITY OF TARPON SPRINGS

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



260390

No.

LIFE SCAN WELLNESS CENTERS
1011 NORTH MACDILL AVE.
TAMPA, FL 33607

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

260102-N-PH

25278

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			BLANKET - HEALTH SCREENINGS - FIRE USE ONLY EFFECTIVE DATE: 02/28/26 EXPIRATION DATE: 02/27/27 NOT TO EXCEED: 35000.00 REMARKS: In accordance with File No. 260102-N-PH BOC approved 2/10/2026 Not to Exceed \$40,000.00 Commodity Code: 935 056 **FIRE DEPT. USE ONLY**			

BILLING INSTRUCTIONS:

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

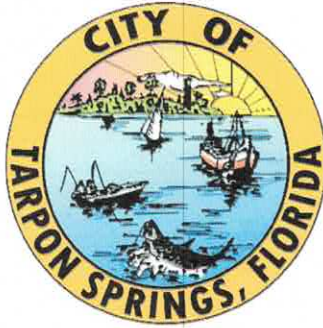
Tax Exemption No. 85-8012621696C-2
Federal ID No. 59-6000437

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

This Form contains an Electronic Signature

VENDOR COPY

AUTHORIZED SIGNATURE
Page 27 of 398



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *ql*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *PH*
DATE: 02/10/2026
SUBJECT: Award File No. 260102-N-PH, Single Source Purchase of Public Safety Health Screenings

RECOMMENDATION:

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

BACKGROUND:

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

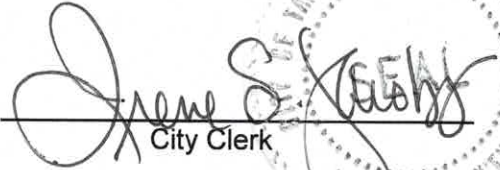
FUNDING: 001-1002-521-3100 FY26 Police Department - \$41,000 and 001-1102-522-3100
FY26 Fire Department - \$40,000

Accepted by: _____



City Manager

Attest _____



City Clerk





Tarpon Springs Fire Rescue

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



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

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

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

Purchasing,

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

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

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

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

Respectfully,

Deputy Chief Craig Misener



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: John Gibson, Major Administration Division 

Date: January 14, 2026

Ref: Life Scan Wellness Centers contract renewal

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

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

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

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



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

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Memorandum

Date: August 25, 2026
To: Mayor and Board of Commissioners
Through: Bob Robertson, Director of Project Administration
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 260116-N-AS, Electric Actuators & Parts (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Bob Robertson Interim Procurement Services Director**)

Recommendation

Increase File No. 260116-N-AS, Single Source Purchase of Emerson, Bettis Electric (EIM) Brand Actuators, Parts, and Service with Bray Sales, Inc., d/b/a Southeast Industrial Sales Company (SISCO) effective through February 19, 2027, by \$26,000, from \$24,000 to an amount not to exceed \$50,000, for the Public Services Department – Reverse Osmosis Water (ROWF) and Advanced Wastewater Treatment Facilities (AWWTF).

Background

On February 20, 2026, the subject contract was administratively approved. The purpose of this contract is to provide as needed EIM actuators, parts, and services which are used in various utility processes to open and close valves on location remotely. This specialized equipment is used to protect against damage due to valve over-torquing or other conditions and is essential for operation of the City's water and wastewater treatment facilities and associated automation. During the contract year, the City experienced an influx in failures of electronic boards and essential devices for valve operation. These failures were reported primarily at ROWF where equipment has been in service for over 10 years in harsh environments and is reaching end of useful life. The requested increase is needed to cover the purchase of additional replacement parts and spares through the remaining contract term (see attached memo). SISCO is the sole authorized representative for Emerson Actuation Technologies' Bettis Electric (formerly EIM brand) AWWA C542 compliant electric motor bare actuators and parts for municipal water and wastewater projects in the state of Florida.

Funding

FY26 budget, account nos. 402-4305-536.4600/.5200/.6300 - ROWF and 402-4603-536.4600/.5200/.6300 - AWWTF – Water-Sewer (W-S) Combination Services/Repairs & Maintenance; W-S Combination Services/Operating Supplies, and W-S Combination Services/Improvements other than Building

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: August 14, 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

Subject: Authorize a Funding Increase for Contract File No. 260116-N-AS, Single Source Purchase of EIM Electronic Actuators and Parts at the RO Water and Wastewater Treatment Facilities

Recommendation

Authorize an increase to Contract File No. 260116-N-AS, with Southeast Industrial Sales Company (d/b/a SISCO) by \$26,000, from \$24,000 to an estimated annual amount not to exceed \$50,000, effective through February 19, 2027, for as needed purchase of EIM Electronic Actuators and Parts at the RO Water Facility (ROWF) and the Wastewater Treatment Facility

Background

Electronic actuators are utilized in various utility processes to open, close and modulate valves at treatment facilities and at remote locations. This specialized equipment is designed to be reliable while also protecting equipment from damage due to valve over torqueing or other conditions. They are essential for the operation of our treatment facilities and associated automation.

This year has seen an above average increase in the failure of electronic boards and devices that are essential to proper valve operation. These failures have been seen primarily at the ROWF where equipment has been in service over ten years in harsh environments and is reaching end of life. Purchase of replacement parts and spares has necessitated the increase in funds for this contract. SISCO is the sole authorized representative for EIM brand electronic actuators and parts for municipal water and wastewater projects in the State of Florida.

Funding

The funds are budgeted in the following FY26 accounts: 402-4305-536.4600/.5200/.6300 and 402-4603-536.4600/.5200/.6300 – Water-Sewer (W-S) Combination Services/Repairs & Maintenance; W-S Combination Services/Operating Supplies, and W-S Combination Services/Improvements other than Building

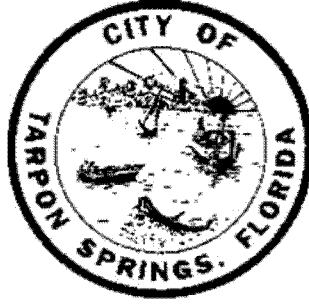
PURCHASE ORDER

02/23/26

ORDER DATE

CITY OF TARPON SPRINGS

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



260415

No.

SOUTHEAST INDUSTRIAL SALES COM
DIVISION OF BRAY SALES
4801 EXECUTIVE PARK COURT
SUITE 210
JACKSONVILLE, FL 32216

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

260116-N-AS

25255

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			BLANKET - EIM ELECTRONIC ACTUATORS & PARTS EFFECTIVE DATE: 02/20/26 EXPIRATION DATE: 02/19/27 NOT TO EXCEED: 24000.00 REMARKS: In Accordance with File No. 260116-N-AS, Administratively Approved 02/20/2026. Commodity Code: 925 072			

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

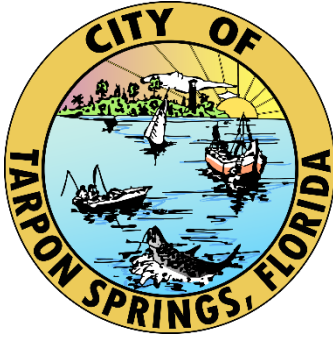
FINANCE DEPARTMENT, CITY OF TARPON SPRINGS, P.O. BOX 5004, TARPON SPRINGS, FL 34688-5004.

This Form contains an Electronic Signature

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AUTHORIZED SIGNATURE

Page 34 of 398



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: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst
DATE: 02/19/2026
SUBJECT: Administrative Approval to Award File No. 260116-N-AS, Single Source Purchase of Emerson, Bettis Electric (EIM) Brand Actuators, Parts & Service

RECOMMENDATION:

Award File No. 260116-N-AS, Single Source Purchase of Emerson, Bettis Electric (EIM) Brand Actuators, Parts, and Service, to Bray Sales, Inc., d/b/a Southeast Industrial Sales Company (SISCO), for a one (1) year period effective from the date of award, in an estimated amount not to exceed \$24,000, for the Public Services Department – Reverse Osmosis Water (ROWF) and Advanced Wastewater Treatment Facilities (AWTF).

BACKGROUND:

The purpose of this contract is to provide as needed EIM actuators, parts, and service which are used in various utility processes to open and close valves on location or remotely. This specialized equipment is used to protect against damage due to valve over-torquing or other conditions and is essential for operation of the City's water and wastewater treatment facilities and associated automation (see attached memo). SISCO is the sole authorized representative for Emerson Actuation Technologies' Bettis Electric (formerly EIM brand) AWWA C542 compliant electric motor bare actuators and parts for municipal water and wastewater projects in the State of Florida.

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

Date of Approval: 2/20/2026



Public Services Department

Memorandum

Date: February 17, 2026

To: Janina Lewis, Procurement Director

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

From: Robert Marcincuk, Wastewater Division Manager
Darryl Vaci, Water Division Manager

Subject: Authorize Single Source Purchases from Southeast Industrial Sales Company (SISCO) for Electronic Actuators and Associated Parts, and Services at the RO Water and Wastewater Treatment Facilities

Recommendation

Authorize as-needed Single Source purchases and repair services from SISCO for EIM electronic actuators and associated parts at the RO Water and Wastewater Treatment Facilities. Authorize purchases in an amount not to exceed \$24,000.00, for a one (1) year period.

Background

Electronic actuators are utilized in various utility processes to open, close and modulate valves at treatment facilities and at remote locations. This specialized equipment is designed to be reliable while also protecting equipment from damage due to valve over torqueing or other conditions. They are essential for the operation of our treatment facilities and associated automation.

SISCO is the sole source provider for EIM actuators and adaptors currently used at the Water and Sewer Treatment Facilities for process flow control and instrumentation.

Funding

The funds are budgeted in the following FY26 accounts: 402-4305-536-46.00/.5200/.6300 and 402-4603-536-46.00/.5200/.6300 – Water-Sewer (W-S) Combination Services/Repairs & Maintenance; W-S Combination Services/Operating Supplies, and W-S Combination Services/Improvements other than Building



Andrew Le
Regional Sales Manager
Emerson Automation Solutions
19200 Northwest Freeway
Houston, TX 77065
M 1 (832) 331 3055
andrew.le@emerson.com

Date: October, 14 2025

To: All Florida Municipalities and Authorities

From: Andrew Le – Regional Sales Manager

Subject: Sole Source Representation

To whom it may concern:

Emerson Actuation Technologies is pleased to confirm our continuing representative relationship with Southeast Industrial Sales Company (SISCO). They are the sole authorized representative of our Bettis Electric (formerly EIM brand) AWWA C542 compliant electric motor bare actuators and parts for retrofit and upgrade Municipal, Water and Wastewater projects in the state of Florida. This notification supersedes all previous sole source designations and is immediately in effect.

Bettis Electric (EIM) brand and genuine factory parts cannot be substituted.

Their contact information is:

North Florida Office 4801 Executive Park Court Suite 210 Jacksonville, FL 32216 Tel: (904) 389-7077 Fax: (904) 389-5729 email: siscojax@siscosales.com	Central Florida Office 5385 Gateway Blvd. Suite 17-18 Lakeland, FL 33811 Tel: (863) 937-1042 Fax: (863) 937-1046 email: sicolakeland@siscosales.com
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Memorandum

Date: August 25, 2026
To: Mayor and Board of Commissioners
Through: Bob Robertson, Director of Project Administration
From: Patricia Hall, Senior Procurement Analyst
Subject: Renew File No. 230194-B-PH, July 4th Fireworks Display (**Bob Robertson, Interim Procurement Services Director**)

Recommendation

Renew File No. 230194-B-PH, July 4th Fireworks Display with My Three Sons Fireworks Company, LLC in an estimated amount not to exceed of \$113,710 for a two-year period for the 2027 and 2028 fireworks shows.

Background

On October 17, 2023, the Board approved the contract with My Three Sons Fireworks Company for a three-year period. The purpose of this contract is to provide the fireworks display for the annual 4th of July celebration. My Three Sons has performed exceptionally well and has been a pleasure to work with. The current contract contains two one-year renewal options.

Funding

001-8802-519-3400 – Other General Government Services/Contractual Services

Strategic Plan Objective

N/A

BID FORM PRICING
BID No. 230194-B-PH
JULY 4TH FIREWORKS DISPLAY

Description	Year Four (4)	Year Five (5)
30-Minute Display	\$ 56,015	\$ 57,695

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

Payment: We accept Visa for payment: ___Yes __x___No. Payment must be processed in ___14___ days after receipt of proper invoice or services accepted (whichever is the latter).

Bidder: My Three Sons Fireworks Company LLC

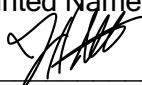
Address: 11235 Millpond Greens Dr

City: Boynton Beach State: FL _____ Zip: 33473__

Phone No.: 561-210-5176 _____ Fax No.: _____ Email: josh@3sonspyro.com

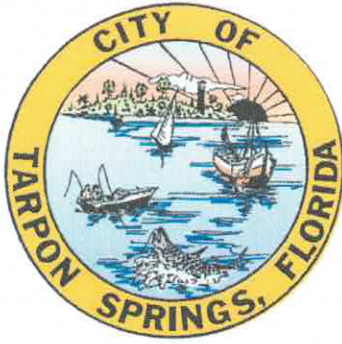
Joshua Hite, Director

Printed Name and Title



Authorized Signature
07/24/2026

Date



CITY OF TARPON SPRINGS, FL
Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director *AL*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *PH*
DATE: 10/17/2023
SUBJECT: Award File No. 230194-B-PH, July 4th Fireworks Display

RECOMMENDATION:

Award File No. 230194-B-PH, July 4th Fireworks Display, to My Three Sons Fireworks Company, in an estimated amount not to exceed \$148,363.00 for a three (3) year period, effective from the date of award, for the City.

BACKGROUND:

The purpose of this contract is to provide the fireworks display for the annual 4th of July celebration. Option A consists of 5,025 shells (25 minutes, \$44,000.00) and Option B consists of 7,175 shells (30 minutes, \$48,000.00). This contract allows for either a 25 or 30-minute Fireworks Display on the 4th of July. The length of the display is at the discretion of the Board.

This contract was competitively bid, broadcast to 114 suppliers, and the City received three (3) responses.

FUNDING: 001-8802-519.3400 Non-Departmental

Accepted by: _____

[Signature]
City Manager

Attest: _____

[Signature]
City Clerk



BID PROPOSAL TABULATION/CITY OF TARPON SPRINGS				Note:	OPENED: August 23, 2023 @ 3:00 PM BID				BID TITLE: July 4th Fireworks Display				READ BY: Patty Hall		
This is a preliminary summary. THIS IS NOT AN AWARD					No. 230194-B-PH								TABBED BY: Patty Hall		
									ADVERTISED: 8/01/2023				DEPT: Fire/City Manager		
ITEM/ QUANTITY	DESCRIPTION	BIDDER>>>			Kynex, Inc.			My Three Sons Fireworks Company			Pyrotecnico Fireworks, Inc.				
		Option 1: 25-Minute Display	\$60,000.00	\$60,000.00	\$60,000.00	\$44,000.00	\$45,320.00	\$46,680.00	\$54,275.00	\$47,500.00	\$50,000.00				
		Option 2: 30-Minute Display				\$48,000.00	\$49,440.00	\$50,923.00	\$54,275.00	\$57,000.00	\$60,000.00				
Total Net Bid Price (Option 1 - 3 Years)		*****\$180,000.00*****						\$136,000.00			\$151,775.00				
Total Net Bid Price (Option 2 - 3 Years)		*****20-Min. Show Only*****						\$148,363.00			\$171,275.00				

RECOMMENDATION FOR AWARD

TO: Richard Kinney, Fire Marshal
FROM: Patty Hall, CPPB, Senior Procurement Analyst
DATE: 9/14/2023
RE: IFB # 230194-B-PH, July 4th Fireworks Display

We have reviewed the three (3) bids received and recommend for award:

My Three Sons Fireworks Company

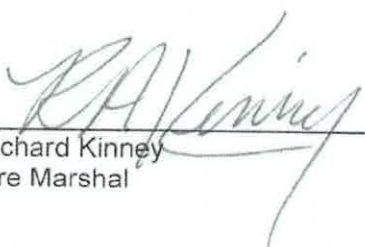
Total Bid Option 1 (25-Minute Display) \$136,000.00 (3 years)
Total Bid Option 2 (30-Minute Display) \$148,363.00 (3 years)

This low bidder meets the specifications, terms, and conditions of Bid No. 230194-B-PH. We have attached the bid tabulation and copies of the bids for your review. This contract is over \$25,000 and will be scheduled for approval by the Board of Commissioners. A recommendation also needs to be made as to the length of the display (25 or 30 minutes). Please indicate your response in the space provided.

IFB # 230194-B-PH
July 4th Fireworks Display

I concur with the recommendation. YES ☒ NO ☐

If no, please explain:


Richard Kinney
Fire Marshal

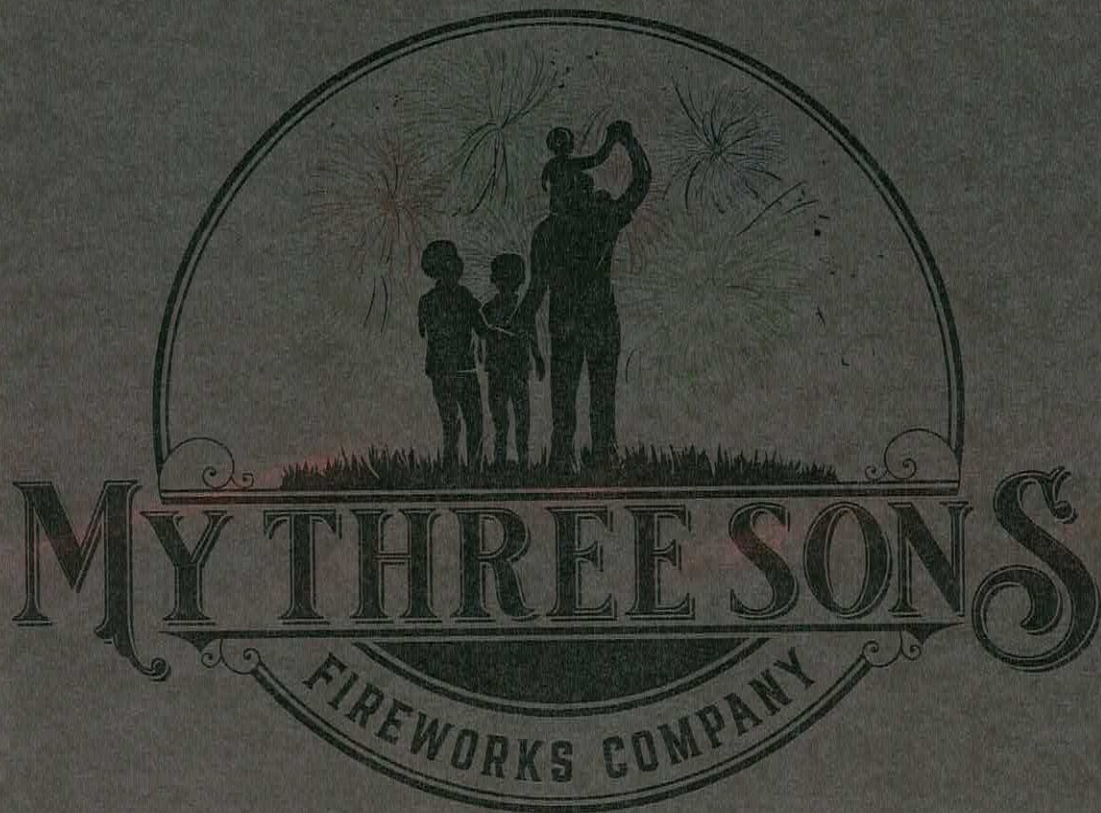
15 Sept 2023

City of Tarpon Springs

Fireworks Display Proposal

Prepared for:

City Official City of Tarpon Springs



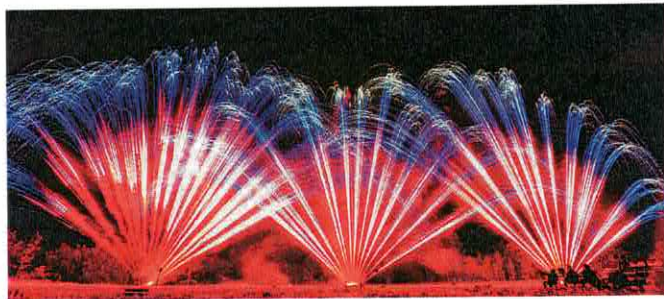
About Us

My Three Sons Fireworks Company LLC is a premier fireworks display and special effects company catering towards private and public events all over the state of Florida. You may have guessed it! The owner of My Three Sons Fireworks Company, Josh Hite, does have three sons! Family is the most important thing in the world to Josh and his sons love his fireworks displays so much that he named the company after them. Josh has been a fireworks enthusiast his entire life from all aspects of fireworks. He is a proud member of the Florida Pyrotechnics Arts Guild and Pyrotechnics Guild International (PGI). Josh is a certified display operator from PGI and fires all his shows electronically with safety as the number one concern. Josh does shows for clients because when he looks at the sheer awe and enjoyment, the smiles, laughs and cries of the clients when watching his displays, it is one of the most satisfying feelings in the world.

City of Tarpon Springs' Event

We are very familiar with and have successfully assisted numerous clients in your industry providing jaw dropping displays. However you envision your event to be, we can make it happen.

Wedding Client Longboat Key, FL



Florida Fall Fireworks Festival and Four Season's Fireworks



Our Clients

We know how important your next event is and we want to take all of the stress out planning and organizing it for you while making sure it is a great success.



Silhouette Group

Award winning global event production and design agency. Fireworks displays for celebrities

December 2022

Alexis B

Wedding Client

2022

"Wanted to thank you SO very much for a phenomenal fireworks show! You were the hit of the evening! Everyone raved about how amazing the show was. You were an absolute pleasure to work with, and we can't thank you enough!"



LEUKEMIA &
LYMPHOMA
SOCIETY®

Carey S

Leukemia & Lymphomas Society, Light
The Night

November 2022

"My Three Sons Fireworks Company
LLC is my fireworks company forever and
ever!"



Tampa Bay Rowdies - Professional Soccer Team

Fireworks and Special Effects

2023 Season

Shell and Cake Sizes and Effects

1800 Gulf Road, Tarpon Springs, FL

Cakes

- Cake bore size will range from 0.8" - 3.0"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and nishiki kamuros. Colors included are red, green, blue, yellow, gold and white.

Shells

- Shell size will be up to 8"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and bowties. Colors included are red, green, blue, yellow, gold and white.

Shot Counts

Size	Option 1	Option 2
Cakes 1-3"	4,000	6,000
3"	504	576
4"	360	420
5"	126	144
6"	27	27
8"	8	8
Grand Total	5,025	7,175

References

1. **Leukemia and Lymphoma Society.** Carey Stadler, 914-821-8954, carey.stadler@lls.org. *Public fireworks display for Light The Night event*
2. **Swanky Soiree Events.** Christina Harris, 941-893-7860, swankysoireeflorida@gmail.com. *Wedding fireworks displays*
3. **Sumter County.** Jenny Yoder, 352-748-6655, jenny@tdpools.com. *Public fireworks display for the 4th of July*
4. **Village of Palm Springs.** Garrett Pearson, 561-584-8200, gpearson@vpsfl.org. *Public fireworks display for the 4th of July*
5. **Tampa Bay Rowdies.** Jeff Parkinson, 727-808-5931, jparkinson@rowdiessoccer.com. *Fireworks and special effects for professional soccer team.*

Examples of Past Work

Show design using our scripting software: <https://youtu.be/kSrlaon1ciY>

Highlight video from prior show in Sumter County: <https://youtu.be/W7exA4KEr5g>

Pyromusical for Four Seasons Fireworks in Clermont, FL: <https://vimeo.com/manage/videos/829424093>

Pricing* Please see bid document for pricing

Event Contract

This Event Contract (the "Contract") states the terms and conditions that govern the contractual agreement between My Three Sons Fireworks Company LLC having its principal place of business at 11235 Millpond Greens Dr, Boynton Beach, FL, 33473 (the "Company"), and City of Tarpon Springs (the "Client") who agrees to be bound by this Contract.

WHEREAS, the Client is conducting a fireworks displays, on 07/04/2024 (the "Event"); and

WHEREAS, the Company agrees to manage the Event according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties within this Contract, the Company and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

Services

On the dates as noted above with Pricing table, we will assemble a firework Show with 1.4g, 1.4g Pro Product, Articles of Pyrotechnic Product, and/or 1.3g product and will last for approximately 25 (twenty five) minutes with a clearly defined grand finale included within the 25 minutes (if Option 2 is selected, up to 30 minutes at the choice of the client). This will include: the product, insurance, set-up, and coordination of the show along with clean up. It is understood by both parties that We will clean up all major debris and debris that we are able to see at night time – it is

possible that there could be minor debris that we do not see such as paper and it is understood that Client would be responsible for that cleanup (or engaging a service to clean) if required by the venue.

The display shall be fired electronically using a Cobra Wireless Firing System.

The location for this services will be at and around 1800 Gulf Road, Tarpon Springs, FL. The time of the services for the fireworks display 9:00pm as determined by Client.

Cancellations

If it is lighting or thundering the show may be delayed until it will be safe to fire, but the show will be shot if it is raining provided that the wind conditions are safe. The employees of The Company have the right to cancel or delay a show for any reason resulting in unsafe conditions. Outside of any of the above issues if the Client decides to cancel the event, the fireworks display may be moved to another day of the year 2023 if the cancellation occurs more than 48 hours from the event date. If the cancellation occurs within 48 hours of the event, a 60% credit will be given towards another fireworks display in order to cover the cost of labor, restocking, and hazmat fees. If desired, the event can be executed the day after the scheduled event and the Client would owe an additional 20% to the Company for labor fees.

Payment

The payment shall be made to My Three Sons Fireworks LLC. Payments are accepted by cash, credit card, check, and bank transfer. The address if using a check is 11235 Millpond Greens Dr. Boynton Beach, FL, 33473. There is a 3% convenience fee for using a credit card. Payment details may be reviewed in Schedule B.

Warranties

We shall provide services and meet obligations under this Agreement in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Our community and region, and will provide a standard of care equal to, or superior to, care used by service providers like Us on similar projects.

The Client also has a responsibility for the successful execution of the shows. The Client must provide a safe working area to Us and under no circumstances should an unauthorized person enter the fallout area which will be designed and marked off by the Us. We will not fire the show or work on the display leading to the show if there are unauthorized persons in the fallout zone. This is to maintain the highest degree of safety to ensure that The Company, The Client and spectators have a safe and pleasurable experience. It is The Client's responsibility to control the spectators and enforce the rules on not entering an unauthorized area. If the Client would like to enter into the fallout zone prior to the show, they must do so under escort of an employee from The Company.

The Company does have an active insurance policy that covers all our shows. We will clean all the major firework debris.

Remedies on Default

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

Entire Agreement

This agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

Amendment

This agreement may be modified or amended if the amendment is made in writing and signed by both parties.

Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Applicable Law

This Agreement shall be governed by and construed according to the laws of the State in which then event is taking place in.

Event Contract

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below:

My Three Sons Fireworks Company LLC

Joshua Hite

City of Tarpon Springs



MARK LeCOURIS
CITY MANAGER

City Official

Schedule A: My Three Sons Fireworks Company LLC's Duties

Pre-Event planning

My Three Sons Fireworks Company LLC will plan event according to City of Tarpon Springss' specifications. We will secure the permit required in order to execute the show on the date of the event.

Physical set up of Event site

My Three Sons Fireworks Company LLC will set up the Event bringing all product, racks, firing system and protective equipment.

Coordination

My Three Sons Fireworks Company LLC will work with the authority holding jurisdiction (AHJ), police and fire department. We will prepare the shoot site for the fire inspection and communicate as necessary the to AHJ, police and fire department.

Execution

My Three Sons Fireworks Company LLC electronically fire the display for the City of Tarpon Springss' Events. The show will be fired in accordance to NFPA 1123 standards. The show will be shot at the prior mentioned show length continuously with no extended delays of "black sky".

Cleanup

My Three Sons Fireworks Company LLC will clean the shoot sites to return them to condition that they were in prior to our arrival. This includes removal of major debris, sweeping and removal of any possible unexploded shells. If needed, we will coordinate with our Hazmat 24 hour response team to ensure proper hazardous material removal.

Licenses and Insurance

My Three Sons Fireworks Company LLC will provide certificates of insurance to the required parties. We will provide required parties the permit for the shows, our valid BATFE license and shooter certifications two weeks prior to the display.

Schedule B: Payment

Total amount: Payment will be paid yearly per each annual display. The schedule for the first display of 2024 is shown below

Schedule

50% due on acceptance and must be received by 12/31/2023

50% due on 06/27/2024

BID FORM

BID No. 230194-B-PH

JULY 4TH FIREWORKS DISPLAY

BIDDER My Three Sons Fireworks Company LLC

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

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

1. In submitting this Bid, Bidder represents that:

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

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
08/10/23	1		

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

BID FORM PRICING
BID No. 230194-B-PH
JULY 4TH FIREWORKS DISPLAY

Description	Year One (1)	Year Two (2)	Year Three (3)	Total Three (3)- Year Cost
Option 1: 25-Minute Display	\$ <u>44,000</u>	\$ <u>45,320</u>	\$ <u>46,680</u>	\$ <u>136,000</u>
Option 2: 30-Minute Display	\$ <u>48,000</u>	\$ <u>49,440</u>	\$ <u>50,923</u>	\$ <u>148,363</u>

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

ePayables: Bidder is currently set up with a merchant account or will set up a merchant account to accept payment by VISA credit card and will accept payment from the City by VISA account through the ePayables electronic payment solution. Yes ☒ No ☐

Payment: We accept Visa for payment: ☒ Yes ☐ No. Payment must be processed in 14 days after receipt of proper invoice or services accepted (whichever is the latter).

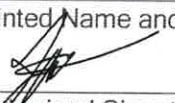
Bidder: My Three Sons Fireworks Company LLC

Address: 11235 Millpond Greens Dr,
Boynton Beach, FL, 33473

City: Boynton Beach State: FL Zip: 33473

Phone No.: 561-210-5176 Fax No.: _____ Email: josh@mythreesonsfireworks.com

Joshua Hite, Owner
 Printed Name and Title


 Authorized Signature

08/23/2023
 Date

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: My Three Sons Fireworks Company LLC

Contact Name: Joshua Hite

Address: 11235 Millpond Greens Dr

Address:

City: Boynton Beach

State: FL

Zip: 33473

Telephone: 561-210-5176

Fax:

E-Mail Address: josh@mythreesonsfireworks.com Website: www.mythreesonsfireworks.com

2. How long has your firm been in business? 3 years
3. How long has your firm provided these services? 3 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 employ?
 Full-time: 1 Part-time: 20

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

Category	# of employees
Lead Shooters	5
Pyrotechnician	10
Site Labor	5
Driver	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.?
Joshua Hite, 15 years of experience, 3 years with the company, ATF 54 permit holder
and display operator certification from Pyrotechnics Guild International
8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
Company truck, trailer, mortar rack, tubes, electric match, cobra wireless firing system
several field supplies including personal protective equipment and water protection for pyro.
9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
We will not need additional equipment, all equipment is owned by our company, not leased or borrowed.
10. Have you had a contract terminated by a customer in the past 3 years? No If yes, please explain.
11. List at least five references you have provided similar services for in the past three years (Preferably government agencies).
- | Firm Name | Address | Contact Person
Email/Telephone |
|-------------------------|---|-------------------------------------|
| City of Palm Coast | 305 Palm Coast Parkway NE, Palm Coast, FL, 32137 | Jared Dawson, 386-986-2516 |
| Village of Palm Springs | 226 Cypress Lane, Palm Springs, FL | Garrett Pearson, 561-584-8200, 8453 |
| City of Palatka | 205 N 2nd St, Palatka, FL, 32177 | Eddie Cutwright, 386-329-0225 |
| City of Opa Locka | 780 Fisherman St, 4th Floor, Opa-Locka, FL, 33054 | Junior Bergel, 305-953-2875 |
| Tampa Bay Rowdie | 230 1st St South, St Petersburg, FL, 33701 | Jeff Parkinson, 727-808-5931 |

12. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).
13. Provide a copy of your firm's Federal Employer Tax ID certificate.
14. Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's Compensation.
15. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).
16. 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

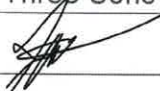
PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

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 the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR'S PRINTED NAME: My Three Sons Fireworks Company LLC

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 coverage's 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) Worker's 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 \$100,000, each occurrence. (Combined Single Limits of not less than \$1,000,000, 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 \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
- 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.

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

- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage's 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.

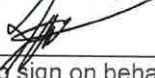
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST

Respondent Vendor Name:

Proposer/Contractor FEIN: 88-0778559		
Proposer/Contractor's Authorized Representative Name and Title: Joshua Hite, Owner		
Address: 11235 Millpond Greens Dr		
City: Boynton Beach	State: FL	Zip: 33473
Phone Number: 561-210-5176		
Email Address: josh@mythreesonsfireworks.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:
Joshua Hite, Owner

Date: 08/23/2023

E-VERIFY CERTIFICATION

RFQ/Contract No: 230194-B-PH

Project Description: 4th of July Fireworks Display

Consultant/Firm acknowledges and agrees to the following:

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

1. All persons employed by the Consultant/Firm during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-Contractors, assigned by the Consultant/Firm to perform work pursuant to the Contract with the Department.

Company/Firm: My Three Sons Fireworks Company LLC

Authorized Signature:  _____

Print Name: Joshua Hite

Title: Owner

Date: 08/23/2023



Memorandum

Date: August 25, 2026
To: Mayor and Board of Commissioners
Through: Bob Robertson, Director of Project Administration
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 270003-N-PH, Single Source Purchase of Mental Health Resources (**Jeff Young Police Chief, Craig Misener Fire Chief, Bob Robertson Interim Procurement Services Director**)

Recommendation

Award File No. 270003-N-PH, Single Source Purchase of Mental Health Resources, to Tampa Bay Psychology Associates, LLC (TBPA), effective October 1, 2026 through September 30, 2029, in an estimated annual amount not to exceed \$90,000 for the Police and Fire Rescue Departments.

Background

The purpose of this contract is to provide the City's first responders with ongoing and as-needed holistic mental health resources. TBPA is a team of mental health professionals that specialize in the treatment of Law Enforcement, Fire Fighters, and other public safety/emergency responders (see attached memo). Pursuant to Florida Statute 287.057 (3) (e) 5, Contract services and commodities are not subject to competitive solicitation requirements of this section: 5). Health services involving examinations, diagnosis, treatment, prevention, medical consultation, or administration. During the original term of this Agreement, TBPA may elect to apply an annual adjustment of up to five percent (5%) to the fees outlined in the existing fee schedule to account for increases in the Consumer Price Index (CPI) and operational costs.

Funding

001-1002-521.31-00 \$50,000 FY27 – Police Department Professional Services
 001-1102-522.31-00 \$40,000 FY27 – Fire Department Professional Services

Strategic Plan Objective

N/A



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Bob Robertson, Interim Procurement Services Director

From: Jeffrey P. Young, Chief of Police
Craig Misener, Fire Chief

Date: August 18, 2026

Ref: Tampa Bay Psychology Associates contract renewal

PURPOSE

The Police Department (PD) and Fire Department (FD) respectfully request approval to renew the existing contract with Tampa Bay Psychology Associates for the continued provision of First Responder mental health services for combined use by the Police Department and Fire Department (FD), in a total amount not to exceed \$90,000 for year 1, inclusive of all reasonable and necessary direct expenses, with an annual adjustment of up to five percent (5%) permitted during the term to account for increases in the Consumer Price Index (CPI) and operational costs. The PD has budgeted \$50,000 of this total in its FY27 budget, with the remaining balance to be funded by the FD. The proposed renewal term is three (3) years, commencing October 1, 2026 and terminating September 30, 2029, reflecting the Department's commitment to the sustained mental well-being of its personnel.

BACKGROUND

In Fiscal Year 2024, the PD and FD entered into a contract with Tampa Bay Psychology Associates. The contract was established to provide access to specialized mental health services for law enforcement personnel and other public safety first responders.

Tampa Bay Psychology Associates is a team of licensed mental health professionals with demonstrated expertise in treating Law Enforcement Officers, Firefighters, and emergency responders. Their specialized focus on public safety personnel makes



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TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

them uniquely qualified to address the occupational stressors and trauma-related challenges inherent to first responder careers.

JUSTIFICATION FOR RENEWAL

The PD and FD recommend renewal of this contract for the following reasons:

- **Demonstrated Performance:** Tampa Bay Psychology Associates has consistently delivered high-quality, confidential mental health services tailored to the unique needs of first responders.
- **Specialized Expertise:** Their clinicians are trained in trauma-informed care, critical incident stress management (CISM), and other evidence-based modalities specific to first responder populations.
- **Continuity of Care:** Renewing with the current provider ensures uninterrupted service to personnel already engaged in treatment, preserving established therapeutic relationships.
- **Operational Need:** The nature of law enforcement work — exposure to violence, trauma, and high-stress critical incidents — underscores the ongoing necessity of accessible, specialized mental health support for Department personnel.
- **Cost Efficiency:** A multi-year renewal provides pricing stability and eliminates the administrative burden and cost associated with competitive re-solicitation in the near term.

Funding for FY27:

Police Dept. Professional Services 001-1002-521.31-00

Fire Dept. Professional Services 001-1102-522.31-00



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AGREEMENT FOR SERVICES

THIS AGREEMENT entered this _____ day of _____ 2026, by and between the CITY OF TARPON SPRINGS ("City"), a Florida municipal corporation, 324 East Pine Street, Tarpon Springs, Florida 33765 and Tampa Bay Psychology Associates, LLC ("Professional"), a Florida corporation, 111 North Belcher Road, Suite 101, Clearwater, Florida, 33765.

WHEREAS, the City recognizes that first responder work is stressful, dangerous, and often stigmatized. Research has shown time and again that Police and Firefighter Personnel's occupational stress is directly related to higher rates of heart disease, divorce, sick days taken, alcohol abuse, and major psychological illnesses such as acute stress disorder, post-traumatic stress disorder, depression, and anxiety disorder. As such, the City desires to address mental health challenges faced by the police officers and fire personnel by ~~proactively~~ providing mental health training, counseling, and other services;

WHEREAS, Professional agrees to provide training, consultation, participation in activities, response to and debriefing of critical incidents, individual counseling, psychological assessment, referral services, and other ancillary and supplementary psychological services in support of the Tarpon Springs Police and Fire Departments.

NOW THEREFORE, in consideration of the mutual promises stated herein, the City and Professional mutually agree as follows:

1. **SCOPE OF PROJECT**

Professional agrees to provide all psychological counseling and assessment services required by the Tarpon Springs Police and Fire Departments (the Tarpon Springs Public Safety, TSPS), which services are more particularly described as follows

A. Training, Consultation & Participation in TSPS Activities:

Professional may be requested to participate in TSPS meetings or provide training to TSPS personnel to enhance professional understanding of specific psychological related topics. Trainings may include educational presentations at in-service trainings, post fire/police academy training, or other training at city-wide events. From time to time, police and fire trainers, supervisors, managers, or other TSPS leaders may request consultations with Professional to develop trainings, assist with supervision or evaluation of fire/police personnel, or provide recommendations with respect to handling a sensitive or volatile situation.

At the request of TSPS, Professional shall conduct or assist TSPS personnel with regularly scheduled training sessions, to include, but not limited to, the following:

General and Educational Training (open to all TSPS employees)

General trainings will focus on various aspects of mental health, behavioral health, and general wellness (alcoholic beverage awareness, etc.). Trainings may be variable in length at the mutual discretion of TSPS and Professional. Trainings will be delivered by Professional via in-person seminar. Topics will be mutually agreed upon by TSPS and Professional.

Professional may develop and record education modules to cover a broad range of topics related to mental and behavioral health. The specific topic for each module will be mutually agreed upon by TSPS and Professional. All recordings will be made available to TSPS employees on a TSPS employee web page, in a format provided by TSPS.

Professional will provide, as requested by TSPS, consultation services to TSPS administration regarding organizational issues (e.g., field training specific to mental health issues, the management of prolonged crisis events,

such as collapses, TSPS employee performance/behavior problems, and general mental health/stress management).

In Professional's performance of the services described in this sub-paragraph, Professional will not be required to divulge any information to TSPS that is deemed by Professional to be confidential.

B. Critical Incidents:

A line of duty death or potentially fatal injury to an employee are perhaps the most extreme stressors employees of a public service agency can experience. If such an incident should occur affecting a TSPS employee, Professional may be requested to respond to the hospital, a fire station to assist those impacted by the incident, or directly to the scene to intervene with responding members and/or TSPS employees.

The Professional may be contacted for consultation by phone regarding critical incidents, including but not limited to: SWAT callouts, homicide investigations, fire scenes, medical calls and other high risk, complex incidents where Professional may be able to assist in resolving the incident through psychological consultation or other psychological interventions.

Individual counseling and/or debriefings for TSPS employees involved in critical incidents shall occur as requested by TSPS. Intervention with affected TSPS employees shall occur within 72 hours of the incident unless otherwise approved by TSPS.

C. Individual Counseling:

TSPS employees may independently request individual counseling after critical incidents or for support during personal crises on their own initiative. Appointments requested by TSPS employees, directly in response to a critical incident, shall be provided within 24 hours following the reporting of an incident. Appointments requested in response to personal crises, including issues, concerns or needs related to marriage, parenting, substance abuse, stress or grief shall be provided at a time mutually convenient for Professional and the requesting TSPS employee.

TSPS employee-initiated services will be confidential, with employee names omitted from any documentation which may be provided to TSPS. Professional shall be responsible for supplying her own office space to perform individual counseling services under this Agreement but may perform services on TSPS premises at TSPS's request.

TSPS shall notify Professional when a TSPS employee is mandated to meet with Professional. For those TSPS employees who are mandated to meet with Professional, such as officers involved in lethal encounter, Professional shall notify TSPS when the appointment is completed.

This notification will include only verification of attendance. Notification may be facilitated by email or letter provided directly to TSPS. If Professional has concerns about an employee's ability to return to duty, Professional may speak directly to TSPS's Administrative Major, any Deputy Chief or the Chief of Police or Fire Chief about such concerns.

Upon termination of this Agreement, Professional should refer all active TSPS clients to another service provider, who has been approved by the City/ TSPS, as required by professional and ethical standards. Alternatively, employee(s) may continue to seek services through Professional at the employee's expense.

D. Psychological Evaluations

Professional will be retained by TSPS to complete psychological evaluations for public safety applicants. Evaluations may include, but not limited to Pre-employment, Fitness for Duty, or Post-Shooting Clearances. Evaluations will ascribe to CFA accreditation standards and utilize testing instruments relevant to the purposes of assessing psychological candidacy or continued fitness of law enforcement and dually certified fire fighter applicants

and incumbents. Evaluations will be conducted exclusively by doctoral level professionals with knowledge and expertise in public safety psychology as assigned by Professional. Findings of evaluations will be reported directly to TSPS.

E. Availability and Contact Information:

Professional shall provide TSPS with at least one contact telephone number by which Professional may be contacted during normal business hours (Monday through Friday, 08:00 to 5:00). If Professional is unavailable during normal business hours, Professional shall utilize a messaging service or other mechanism to process incoming calls. Professional must return messages within one hour unless Professional is treating a patient or in session with a patient at such time, and in such case, Professional shall return messages as soon as reasonably practicable.

Professional shall provide at least one after-hours contact telephone number to TSPS by which the Professional may be contacted outside of normal business hours. This number will be utilized in the event of an urgent or critical incident involving fire department personnel, line of duty death, or a catastrophic or fatal injury to a TSPS employee.

Professional will ensure that, in the event Professional will be unavailable to perform services pursuant to this Agreement for a period of more than 24 hours, an equally qualified subcontractor shall be available to perform the services set forth herein at Professional sole cost and expense. Professional shall ensure that the subcontractor is qualified and acceptable to TSPS no later than 48 hours before Professional's anticipated unavailability.

F. Activity Summary:

On a date no later than the 15th day of each month during the Term, Professional shall provide Tarpon Springs Fire and Police Departments with an activity summary to include, at a minimum, the following statistics for the previous month:

- (i) Total number of employees seen, and hours of service provided to each employee.
- (ii) Number of "no shows" or late cancellations.
- (iii) Total number of worksite visits and number of hours at each visit.
- (iv) List of training/education classes offered, including topic, number of employees in attendance and hours of training provided.
- (v) Number of callouts and hours of service provided for each call-out.
- (vi) Number of consultations provided, and total time spent in this activity.

2. TIME OF PERFORMANCE

This Contract shall commence on October 1, 2026 and shall terminate on September 30, 2029. During the original term of this Agreement, Professional may elect to apply an annual adjustment of up to five percent (5%) to the fees outlined in the existing fee schedule to account for increases in the Consumer Price Index (CPI) and operational costs. Any such adjustment shall occur no more than once per calendar year and shall apply prospectively to services rendered thereafter. Professional shall provide the City with written notice of any fee adjustment at least thirty (30) days prior to the effective date of the revised fee schedule.

Thereafter, this Agreement may be renewed for additional terms of one (1) year each, upon mutual written agreement of the Parties. Professional shall submit its desire to renew this Agreement in writing to the District at least sixty (60) days prior to the end of the current term.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, with or without cause.

Notwithstanding any other provision of this Agreement, the City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation of funds by the City. In the event that funds are not appropriated or are otherwise unavailable in any fiscal year to continue this Agreement, the City may terminate this Agreement for convenience, without penalty or further financial obligation, upon written notice to Professional. Professional shall be compensated for all services satisfactorily performed through the effective date of such termination.

3. COMPENSATION

The City will pay Professional a sum not to exceed \$90,000, inclusive of all reasonable and necessary direct expenses per year. The City may, from time to time, require changes in the scope of the project to be performed by Professional hereunder. Such changes, including any increase or decrease in the amount of Professional's compensation and changes in the terms of this Contract which are mutually agreed upon by and between City and Professional shall be effective when incorporated in written amendment to this Contract.

The following Fee Schedule will apply to services provided under this agreement:

Product	FY27 Fee
24/7 On-call Crisis Service Availability	\$18,000.00 (PD) + \$9600.00 (FD)/term.
Administrative activities, Program Development and Support	Included
Counseling sessions	\$175.00 per one (1) hour session
On-site CISM/Debriefing/Critical Response	\$250.00 per one (1) hour session
Pre-Employment Evaluations	\$525.00 per one evaluation
Post-Shooting/Post-incident Clearance	\$250.00 per one (1) hour session
Fitness for Duty	\$350 per hour to include interviews with collateral parties or identified employee, administrative communications with the employer, face-to-face evaluation time, report writing, records review, and feedback sessions (if requested).
Topical Trainings including but not limited to: Annual peer support, In-Service, Post-Academy, & New Hire Communications Center Training	\$350.00 per one (1) hour block

Professional enforces a no-show/late cancellation policy for Pre-employment and Fitness-for-Duty Evaluation services. Evaluation appointments are to be cancelled with 48-hour notice or a fee of \$300 per hour reserved for the appointment will be incurred to the City. This fee will also be incurred if an applicant does not attend their scheduled appointment time but can be made billable to the applicant if the City requires. The City will be notified in such instances.

Q METHOD OF PAYMENT

Professional's invoices shall be submitted to Tarpon Springs Fire and Police Departments for approval for payment monthly in conjunction with the monthly Activity Summary. The City agrees to pay after approval in accordance with the Florida Local Government Prompt Payment Act §218.70, Florida Statutes.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

R NOTICES AND CHANGES OF ADDRESS

Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated above (or such other address as such party shall specify to the other party in writing), or if sent by registered mail or certified mail (postage Prepaid) on the fifth (5th) business day after the day on which the notice is mailed and properly addressed.

S TERMINATION OF CONTRACT

The City at its sole discretion may terminate this Contract by giving Professional a ten (10) day written notice of its election to do so and by specifying the effective date of such termination. Professional shall be paid for its services through the effective date of such termination. Further, if Professional shall fail to fulfill any of its obligations hereunder, this Agreement shall be in default, the City may terminate the Agreement, and Professional shall be paid only for work completed.

T INDEMNIFICATION AND INSURANCE

Professional shall defend, indemnify and hold harmless the City of Tarpon Springs, from and against any and all liabilities, claim demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature caused by or are alleged to be caused by Professional or any of its affiliates, contractors, sub-contractors, members, employees, agents and representatives, excepting any liability or claim arising or growing out of the gross negligence or willful misconduct of the City, its employees, or officials.

Nothing herein shall be construed to waive or modify the provisions of Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

Professional covenants that at all times while this Agreement is in effect it will maintain the following insurances:

Commercial General Liability Insurance coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

Commercial Automobile Liability Insurance coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.

Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease

and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, sub-contractors, volunteers, if any.

Professional Liability Insurance/Medical Errors and Omission/Malpractice with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

U PROPRIETARY MATERIALS

Upon termination of this Agreement, Professional shall transfer, assign and make available to PSPS or its representatives all property and materials in Professional's possession belonging to or paid by the City.

V INTERESTS OF PARTIES

Professional covenants that its officers, employees, and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

W CONFORMANCE WITH LAWS

Professional agrees to comply with all applicable federal, state, and local laws during the life of this Agreement.

X ATTORNEY FEES

In the event either party seeks to enforce this Agreement through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

Y GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in the Middle District of Florida or Pinellas County, Florida.

Z CONFIDENTIALITY

Each party ("Receiving Party") shall not disclose, publish, or disseminate the Confidential Information (as defined below) of the other party ("Disclosing Party") to anyone other than those of such Receiving Party's employees and sub-contractors with a need to know, or as may be required by legal process or applicable Laws (including but not limited to Chapter 119, Florida Statutes, and the court decisions construing the same). Each party agrees to accept the other party's Confidential Information for the purposes of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to make copies of the other party's Confidential Information except to the extent permitted pursuant to this Agreement. Each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to disclose the Disclosing Party's Confidential Information in accordance with applicable Laws or by an order of a court or governmental agency, the Receiving Party shall give written notice to the Disclosing Party to enable the Disclosing Party to make a reasonable effort to obtain a protective order

or other confidential treatment for the Confidential Information. Such notice shall be provided prior to disclosure unless otherwise required by court order or applicable Laws. Professional acknowledges that, in the event of a public records request, the City may be limited in the amount of notice that it may be able to provide Professional prior to disclosure of records and agrees that the City Attorney shall have the sole and absolute discretion to determine when public records must be released in order to comply with Chapter 119, Florida Statutes, and the court decisions construing same. By designating information as Confidential Information, Professional agrees to indemnify and hold harmless the City, its officials, or employees for any award to the plaintiff for damages, costs and reasonable attorney's fees incurred by the City by reason of any legal action challenging a claim. Professional shall require as a condition of any sub-contractor that the sub-contractor expressly acknowledges and agrees to be bound by the same confidentiality requirements to which Professional is bound by this Agreement.

"Confidential Information" means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked "confidential" or "proprietary" and which, in the case of information disclosed orally or stored electronically, is identified at the time of disclosure as confidential and proprietary and summarized and confirmed in writing as such by the Disclosing Party within thirty (30) days of the disclosure. Confidential Information shall not include information that (i) as of the Effective Date or after the Effective Date is or becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it. No representations, expressed or implied, are being made through the disclosure of Confidential Information.

AA CITY PROPERTY.

To the extent permitted by applicable Laws, all studies, generic reports, and data compilations prepared by Professional pursuant to this Agreement, shall be the exclusive property of the City. Professional shall deliver such City property to City prior to final payment. Notwithstanding anything to the contrary herein, Professional shall be the Records Owner, as defined in Section 456.057, Fla. Stat., of all patient records.

IN WITNESS WHEREOF, each Party represents that it has read this Contract and agrees to perform in accordance with the terms and conditions contained herein. Each Signatory to this Agreement warrants by affixing his or her signature below that he or she is duly authorized to bind the Party whom such Signatory represents.

City of Tarpon Springs, Florida

Attest:

Mark LeCouris
City Manager

Irene Jacobs
City Clerk

Tampa Bay Psychology Associates:

Brandy Benson, Psy.D.

Tampa Bay Psychology Associates, CEO

Licensed Psychologist PY 9648

Date



City of Tarpon Springs, Florida

Code Enforcement Division

MEMORANDUM

BOC MEETING: AUGUST 25, 2026

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

**FROM: ANTHONY BOONE, SUPERVISOR OF CODE ENFORCEMENT
ANDREW SALZMAN, CITY ATTORNEY**

SUBJECT: RECONSIDERATION OF SETTLEMENT AGREEMENT- CODE ENFORCEMENT FINE CASE NO. 02-1029- BROWN, WINFRED & CODE ENFORCEMENT FINE CASE NO. 16-80000582- TOYNETTA R, LEE THOMPSON

BACKGROUND:

A code enforcement fine originated from a October 17, 2002, case regarding an ordinance violation for fence, walls and hedges, visibility triangle and nuisance prohibition, which led to a code board hearing on December 12, 2002. A compliance deadline was set for January 17, 2023; however, the property was not put into compliance until October 31, 2008. As a result, a fine totaling \$530,411.65 was assessed. This case was closed on January 24, 2023, which is more than 20 years.

A code enforcement fine originated from a December 07, 2016, case regarding an ordinance violation for parking unregistered vehicle in the yard and nuisance prohibition, which led to a code board hearing on March 09, 2017. A compliance deadline was set for April 09, 2017; however, the property was not brought into compliance until October 23, 2019. A lien was assessed on July 18, 2017, resulting in a total of \$71,487.31.

August 3, 2026, Code Enforcement was contacted by Broderick Bass, who purchased this property at 401 S Levis Ave on November 19, 2025, and requested the settlement form. Mr. Bass submitted the form to code enforcement on August 10, 2026. (attached)

As a part of efforts to resolve the code enforcement lien, Mr. Bass submitted a settlement offer of \$1,000.00. Mr. Bass explained that he is an local and family resident of Tarpon Springs, being a first-time home buyer and wasn't aware of this lien when purchasing this property. Mr. Bass mentioned that he has spent time and his own money to fix up the home to improve the appearance of the home and the neighborhood.

Code Enforcement has discussed this case with the Attorney Andrew Salzman, the administrative fees of \$25.00, recording fees of \$4.75 and satisfaction fees of \$10.00 also needs to be applied, settlement requested \$1039.75.

Code Enforcement inspected the property on August 10, 2026, no violations noted. Code Enforcement Anthony Boone advised Mr. Bass that this request needs to be brought before the Board of Commissioners for consideration, since he is requesting to resolve the issue so the lien could be released from the property.

**CITY OF TARPON SPRINGS REQUEST TO SETTLE
ADMINISTRATIVE FINE OR LIEN**

- This form may be used to make a request to the Board of Commissioners of the City of Tarpon Springs to settle an administrative fine or lien.
- The form must be filled out completely and legibly. Remember to sign and date form.
- Return the form to Anthony Boone, Code Enforcement Supervisor by email:
aboone@ctsfl.us

Information regarding fine or lien:

Person or Board imposing fine or lien: Tarpon Springs Code Enforcement
Date of fine or lien: July 18, 2017
Person originally fined or liened: Toynetta E. Lee Thompson
Address of property involved (if any): 401 S. Lewis Avenue

Party making request:

Name: Broderick Bass
Address: 513 E. Lime St, Tarpon Springs, FL, 34689
Telephone number: 727-485-4416
Email address: broderickbass7@gmail.com
Relationship to fined or liened person: None

Amount being offered to settle fine: \$ 1,000.00

On the attached page, please list the detailed reason or reasons you believe the Board of Commissioners should settle the fine for amount you offered. You may use additional sheets if necessary.

Date: 8/10/26

Signature: Broderick Bass

CITY OF TARPON SPRINGS REQUEST TO SETTLE ADMINISTRATIVE FINE OR LIEN

Detailed reason or reasons the Board of Commissioners should settle the fine or lien:

I respectfully ask that you consider accepting the proposed settlement for the lien placed on 4015 Lewis Ave. I am a young first-time home buyer and proud resident of Tarpon Springs. At the time I purchased my home, I was unaware that a lien had been placed on the property. As someone new to the home ownership process, I didn't know to verify if any liens existed. Since owning the home I've continued to invest time and money into improving the property. My goal is not only to create a home for myself but also to enhance the appearance and value of the neighborhood. I respectfully request that you consider accepting the proposed settlement. Your consideration would greatly assist me as I continue working to improve my home and establish myself as a responsible homeowner. Thank You for Your time and consideration.

CITY OF TARPON SPRINGS REQUEST TO SETTLE ADMINISTRATIVE FINE OR LIEN



Memorandum

Date: August 25, 2026
To: Mayor and Board of Commissioners
Through: Bob Robertson, Director of Project Administration
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260194-N-PH, Annual Maintenance of Emergency Operations and Human Resources Compliance Tracking (**Suzanne Linton IT Director, Bob Robertson Interim Procurement Services Director**)

Recommendation

Award File No. 260194-N-PH, Single Source Purchase of Annual Maintenance of PowerDMS and NEOGOV through governmentjobs.com, effective from the date of approval through December 27, 2027, for an estimated amount of \$41,000.00, for the Information Technology Department for City-wide use.

Background

The purpose of this contract is to purchase NEOGOV software subscriptions and licenses. This software is needed for Emergency Operations and Human Resources compliance tracking. Any employee, vendor or contractor who has access to the City's IT infrastructure is required by both Federal and State laws and regulations to complete annual security training (see attached memo).

Funding

001-0304-513-46.00 – Financial/Administrative/Repairs & Maintenance - \$22,492.07

402-8803-536-46.00 - W-S Combination Services/Repairs & Maintenance - \$18,402.60

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Information Technology Division

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

MEMORANDUM

TO: Bob Robertson, Interim Procurement Services Director

FROM: Suzanne Linton, IT Director *SML*

DATE: 08/10/2026

SUBJECT: Award file number 260194-N-PH for governmentjobs.com PowerDMS Neogov for EOC and Human Resources Compliance Tracking through 12/27/2027 for an estimated amount of \$41,000.00.

Recommendation:

Approve the renewal of the following modules with governmentjobs.com PowerDMS and Neogov through 12/27/2027:

PowerDMS PD for \$6,000.00

PowerDMS City Hall \$15,000.00

NeoGov Applicant Tracking HR: \$20,000.00

Total: \$41,000.00

This renewal is needed for Emergency Operations and Human Resources Compliance Tracking.

Background:

This memo requests approval to renew governmentjobs.com PowerDMS Neogov, to comply with the following regulations for Human Resources:

Any employee, vendor, or contractor who has access to our city's IT infrastructure is required by both Federal and State laws and regulations to complete the following:

Florida Statute 282.318 – The Florida Cybersecurity Act

Requires implementation of cybersecurity controls, including access management and annual security training for all users.

Florida Statute 501.171 – Security of Confidential Personal Information

Requires safeguarding of personal information, incident response protocols, and staff training on data protection.

NIST SP 800-53 (and indirectly SP 800-171)

Federal standards for securing information systems require MFA, user training, signed usage policies, and access control measures.

60GG-2, Florida Administrative Code – Cybersecurity Standards

Defines minimum security requirements for state and local government IT, including technical and administrative controls.

Funding:

001-0304-513-46-00 \$22,492.07

402-8803-536-46-00 \$18,402.60

INVOICE

Vendor Information / Contact:

2120 Park Pl, Suite 100
El Segundo, CA 90245

Email: receivables@powerdms.com

Phone: 1-800-749-5104

EIN: 59-3668885

Need a W-9? Click here: [W-9 PDF](#)

Invoice Summary:

Invoice No.: INV-163736

Invoice Date: 07-09-2026

Due Date: 09-07-2026

Payment Terms: Net 60

Purchase Order No.:

Customer No.: A-4171

Customer Billing Information

Suzanne Linton
Tarpon Springs Police Department (FL)

444 S Huey Ave
Tarpon Springs, FL 34689
United States

Customer Shipping Information

Tarpon Springs Police Department (FL)

444 S Huey Ave
Tarpon Springs, FL 34689
United States

Invoice Details:

Product	Start Date	End Date	Quantity	Total Price (\$USD)
PowerPolicy SSO	09-06-2026	09-05-2027	71	\$551.00
PowerReady Subscription	09-06-2026	09-05-2027	71	\$3,708.00

SUBTOTAL (\$USD)	\$4,259.00
Sales Tax	\$0.00
TOTAL	\$4,259.00
Payments	\$0.00
Credits	\$0.00
Balance Due (\$USD)	\$4,259.00

Payment Instructions:**Remit checks to:**

PowerDMS, Inc.
PO Box 749609
Atlanta, GA 30374

Remit electronic payments to:

PNC Bank
East Brunswick, NJ 08816
Routing #: 031207607
Account #: 8026392336

Credit card payments:

[Credit Card Payment Portal Link](#)

By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set forth in the quote previously provided to Customer shall apply. Any other terms and conditions provided by customer to NEOGOV in a purchase order or otherwise shall be deemed void.

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-81879	Order #:	Q-470179
Customer:	Tarpon Springs, City of (FL)	Valid Until:	8/7/2026
Effective Employee Count:	360		
Sales Rep:	Renewals Team		

Customer Contact		Shipping Contact	
Billing Contact:	Tarpon Springs, City of (FL) Suzanne Linton	Shipping Contact :	Tarpon Springs, City of (FL) Suzanne Linton
Billing Address:	PO Box 5004 Tarpon Springs, FL 34688-5004	Shipping Address:	PO Box 5004 Tarpon Springs, FL 34688
Billing Contact Email:	slinton@ctsfl.us	Shipping Contact Email:	slinton@ctsfl.us
Billing Phone:	727-943-1157	Shipping Phone:	727-943-1157

Payment Terms		Notes	
Payment Term:	Net 60	Notes:	300-399 User Tier
PO Number:			

Subscription Service

September 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	9/6/2026	9/5/2027	399	User Count Based	\$12,503.67
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	9/6/2026	9/5/2027	399	User Count Based	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
PowerPolicy SSO	Recurring	9/6/2026	9/5/2027	399	User Count Based	\$1,166.23
Single Sign on Service. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.						
September 2026 TOTAL:						\$13,669.90

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to GovernmentJobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule),

and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Find a copy of our [W-9 here](#).

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Tarpon Springs, City of (FL)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

INVOICE

Vendor Information / Contact:

2120 Park Pl, Suite 100
El Segundo, CA 90245

Email: receivables@powerdms.com

Phone: 1-800-749-5104

EIN: 59-3668885

Need a W-9? Click here: [W-9 PDF](#)

Invoice Summary:

Invoice No.: INV-151549

Invoice Date: 12-29-2025

Due Date: 02-27-2026

Payment Terms: Net 30

Purchase Order No.:

Customer No.: A-4171

Customer Billing Information

Suzanne Linton
Tarpon Springs Police Department (FL)

444 S Huey Ave
Tarpon Springs, FL 34689
United States

Customer Shipping Information

Tarpon Springs Police Department (FL)

444 S Huey Ave
Tarpon Springs, FL 34689
United States

Invoice Details:

Product	Start Date	End Date	Quantity	Total Price (\$USD)
Legacy Training Included	12-28-2025	12-27-2026	79	\$0.00
PowerPolicy Professional Subscription	12-28-2025	12-27-2026	79	\$5,641.32

SUBTOTAL (\$USD)	\$5,641.32
Sales Tax	\$0.00
TOTAL	\$5,641.32
Payments	\$0.00
Credits	\$0.00
Balance Due (\$USD)	\$5,641.32

Payment Instructions:**Remit checks to:**

PowerDMS, Inc.
PO Box 749609
Atlanta, GA 30374

Remit electronic payments to:

PNC Bank
East Brunswick, NJ 08816
Routing #: 031207607
Account #: 8026392336

Credit card payments:

[Credit Card Payment Portal Link](#)

By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set forth in the quote previously provided to Customer shall apply. Any other terms and conditions provided by customer to NEOGOV in a purchase order or otherwise shall be deemed void.



Memorandum

Date: August 25, 2026
To: Mayor and Board of Commissioners
Through: Bob Robertson, Director of Project Administration
From: Patricia Hall, Senior Procurement Analyst
Subject: Renew File No. 250229-C-PH, Sod, Pick-Up, Delivery (**Chris Cotta Public Works Director, James Burke Parks and Parkways Maintenance Supervisor**)

Recommendation

Renew File No. 250229-C-PH, Sod, Pick-Up, Delivery and Installation, utilizing the School Board of Pinellas County Invitation to Bid No. 25-CD-057 with Sunbelt Sod and Grading Company in an estimated annual amount not to exceed \$35,000.00 for the period of September 9, 2026 through September 8, 2027 for the Public Works Department – Parks and Parkways Division.

Background

On August 19, 2025, the School Board of Pinellas County awarded a contract for Sod, Pick-Up, Deliver and Install, to Sunbelt Sod and Grading Company. On September 9, 2025, the Board approved the use of this contract. The purpose of this contract is to provide various types of sod to be used City-wide. The term of this contract is for a one (1)-year period with one (1) additional annual renewal upon mutual consent.

The School Board of Pinellas County contract is a competitively bid cooperative contract which includes a provision for other governmental agencies to utilize this contract.

Funding

Funding will be identified at the time orders are placed.

Strategic Plan Objective

N/A



CITY OF TARPON SPRINGS

PUBLIC WORKS DEPARTMENT

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5610

MEMORANDUM

TO: Bob Robertson, Interim Procurement Services Director

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

FROM: James Burke, Parks and Parkways Maintenance Supervisor *James Burke*

DATE: 8/18/2026

SUBJECT: Renew File No. 250229-C-PH, Sod, Pick-up, Deliver and Install, Utilizing the School Board of Pinellas County Invitation to Bid No. 25-CD-057

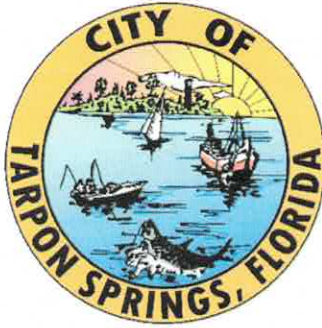
RECOMMENDATION:

Renew File No. 250229-C-PH to Sunbelt Sod & Grading Co. Utilizing Pinellas County Schools Bid No. 25-CD-057 for Sod, Pick-Up, Deliver and Install in an estimated annual amount of \$35,000 for the period of September 9, 2026, through September 8, 2027.

FUNDING:

The purpose of this contract is to provide various types of sod to be used City-wide. The pricing is from the School Board of Pinellas County Bid No. 25-CD-057 for Sod, Deliver and Install. Sunbelt Sod & Grading, Inc. has done multiple projects for the City of Tarpon Springs.

The funding source will be identified and paid for by the department utilizing the contract.



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *PH*
DATE: 9/09/2025
SUBJECT: Award File No. 250229-C-PH, Sod, Pick-Up, Deliver and Install

RECOMMENDATION:

Award File No. 250229-C-PH, Sod, Pick-Up, Deliver and Install, utilizing the School Board of Pinellas County Invitation to Bid No. 25-CD-057 with Sunbelt Sod and Grading Company in an estimated annual amount not to exceed \$35,000.00 for the period of September 9, 2025 through September 8, 2026 for the Public Works Department – Parks and Parkways.

BACKGROUND:

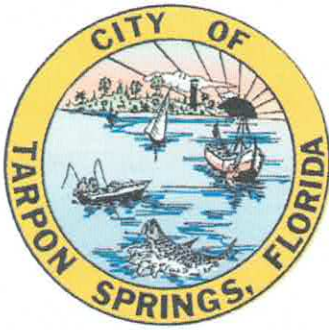
On August 19, 2025, the School Board of Pinellas County awarded a contract for Sod, Pick-Up, Deliver and Install, to Sunbelt Sod and Grading Company. The purpose of this contract is to provide various types of sod to be used City-wide. The term of this contract is for a one (1)-year period with two (2) additional annual renewals upon mutual consent.

The School Board of Pinellas County contract is a competitively bid cooperative contract which includes a provision for other governmental agencies to utilize this contract.

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

Accepted by: *[Signature]*
City Manager

Attest: *[Signature]*
City Clerk



CITY OF TARPON SPRINGS

PUBLIC WORKS DEPARTMENT

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5610

MEMORANDUM

TO: Janina Lewis, Procurement Services Director

THROUGH: Chris Cotta, Public Works Director

FROM: James Burke, Assistant Parks and Parkways Maintenance Supervisor *James Burke*

DATE: 08/20/2025

SUBJECT: Award File No. 250229-C-PH, Sod, Pick-up, Deliver and Install, Utilizing the School Board of Pinellas County Invitation to Bid No. 25-CD-057

RECOMMENDATION:

Award File No. 250229-C-PH to Sunbelt Sod & Grading Co. Utilizing Pinellas County Schools Bid No. 25-CD-057 for Sod, Pick-Up, Deliver and Install in an estimated annual amount of \$35,000 for the period of September 9, 2025 through September 8, 2026.

BACKGROUND:

The purpose of this contract is to provide various types of sod to be used City-wide. The pricing is from the School Board of Pinellas County Bid No. 25-CD-057 for Sod, Deliver and Install. Sunbelt Sod & Grading, Inc. has done multiple projects for the City of Tarpon Springs.

The funding source will be identified and paid by the Parks and Parkways Division.

PURCHASING AGENDA SUMMARY

August 13, 2026

Key to Bid Categories: CAN = Bid Cancellation, CB = Co-op Bid, CT = Contract Termination, DN = Direct Negotiation, ER = Emergency Ratification, EX = Bid Extension, HPS = Highest Point Score, LRB = Lowest Responsive Bid, PB = Piggy-Back Bid, PS/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDERS:

Precision Roofing Solutions, Inc.; Tarheel Roofing, Inc.; Gulf States Roofing, Inc.; Rycars

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-CD-058	Roofing Repairs and Services	RN	1 Yr.	Maintenance Department Neil Robinson	Various	Various	1,500,000.00 (Estimated)

COMMENTS: This contract secures pricing for roofing repairs and services throughout the district.

RECOMMENDED BIDDERS:

Sunbelt Sod & Grading Co.

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-CD-057	Sod, Pick-Up, Deliver and Install	RN	1 Yr.	Maintenance Department Neil Robinson	Various	Various	100,000.00 (Estimated)

COMMENTS: This contract secures firm pricing for the delivery and installation of various sod varieties throughout the district.

RECOMMENDED BIDDERS:

Foundation Mechanical LLC

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
26-CD-027	Chiller Replacement	LRB	N/A	Facilities Design & Construction Jennifer Dull	0376/2961	3500/3001	124,793.00

COMMENTS: The existing chiller at Oldsmar K-8 is beyond its useful life expectancy and requires replacement to ensure continued operational reliability.

PURCHASING AGENDA SUMMARY

August 13, 2026

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RECOMMENDED BIDDERS:

Bentzel Mechanical, Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
26-CD-029	Chiller Replacement	LRB	N/A	Facilities Design & Construction Jennifer Dull	0376/1081	3500/3001	342,325.00
COMMENTS:	The existing chiller at Dunedin High School is beyond its useful life expectancy and requires replacement to ensure continued operational reliability.						

RECOMMENDED BIDDERS:

Skyline Elevator, Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
24-295-193	Elevator Maintenance	RN	1 Yr.	Maintenance Department Neil Robinson	Various	Various	900,000.00 (Estimated)
COMMENTS:	This contract secures firm pricing for elevator maintenance and modernization throughout the district.						

RECOMMENDED BIDDERS:

Trane U.S. Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
26-936-034	HVAC OEM Service Agreement: Trane	SS	1 Yr.	Maintenance Department Neil Robinson	Various	Various	816,859.00
COMMENTS:	This contract provides OEM maintenance services including parts, labor, coil and cooling tower cleaning, emergency services, and quarterly inspections on (79) chillers throughout the district. This vendor is the only factory-authorized service center for Trane Air Conditioning products in Florida.						

PURCHASING AGENDA SUMMARY

August 13, 2026

Key to Bid Categories: CAN = Bid Cancellation, CB = Co-op Bid, CT = Contract Termination, DN = Direct Negotiation, ER = Emergency Ratification, EX = Bid Extension, HPS = Highest Point Score, LRB = Lowest Responsive Bid, PB = Piggy-Back Bid, PS/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDERS:

Johnson Controls, Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
26-936-044	HVAC OEM Service Agreement: JCI	SS	1 Yr.	Maintenance Department Neil Robinson	Various	Various	755,700.00
COMMENTS:	This contract provides OEM maintenance services including labor, coil and cooling tower cleaning, parts, emergency services, and quarterly inspections on (68) chillers throughout the district. This vendor is the only authorized provider of equipment and service for all York commercial products in the Southwest area of Florida.						

RECOMMENDED BIDDERS:

Trane U.S. Inc.; Carrier Florida; Daikin Applied; Johnson Controls, Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
26-936-058	HVAC OEM Service Agreement: Various	SS	1 Yr.	Maintenance Department Neil Robinson	Various	Various	345,000.00 (Estimated)
COMMENTS:	This OEM service agreement covers parts, labor, and service calls for work to be done outside the full maintenance agreement on all chillers throughout the district.						

RECOMMENDED BIDDERS:

National Interior Solutions LLC

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
26-JG-012	Cafeteria and Culinary Exhaust Hoods, Make-up Air Units and Warewashing Hoods: Clean and Service	LRB	2 Yr.	Food and Nutrition Department Alec Liem	0410/5470 0100/5370	9502 9503	115,948.52
COMMENTS:	This proposal secures firm-fixed pricing for cleaning and service of the exhaust hoods, make-up air units, and warewashing hoods throughout the district.						

PURCHASING AGENDA SUMMARY

August 13, 2026

Key to Bid Categories: CAN = Bid Cancellation, CB = Co-op Bid, CT = Contract Termination, DN = Direct Negotiation, ER = Emergency Ratification, EX = Bid Extension, HPS = Highest Point Score, LRB = Lowest Responsive Bid, PB = Piggy-Back Bid, PS/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDERS:

Community Rehab Associates

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
26-961-064	ESE and Educational Professional Services	PB	1 Yr.	ESE Specialized Services Evelyn Mowatt	0420/7061	R327/S213	859,600.00

COMMENTS: Utilizing Collier County Schools ITB #024-098 provides direct ESE services to students who are parentally placed in private schools and are entitled to proportionate share services under the Individuals with Disabilities Education Act (IDEA).

RECOMMENDED BIDDERS:

Community Rehab Associates

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
22-948-241	Occupational Therapy/Physical Therapy/Speech Language Pathologist Services	RN	1 Yr.	ESE Specialized Services Evelyn Mowatt	0100/6690	9902/4456	350,000.00 (Estimated)

COMMENTS: Contracted therapy services ensure school districts provide continuity of care, protect student progress, meet legal mandates, and eliminate compliance risks during absences. Public school substitute pools do not include highly specialized clinicians, contracting is the most reliable way to secure fully licensed, vetted professionals.

RECOMMENDED BIDDERS:

Renaissance Learning, Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
26-208-065	Nearpod Premium Plus, English Learner, and Math Program Subscriptions	PS/CM	1 Yr.	Districtwide Sarah Truelson	0100/5280	2330/6323	387,220.00

COMMENTS: Nearpod supports the PCS Connects initiative. Teachers utilize it to create engaging, standards-aligned lessons. This is a referendum-funded purchase.

PURCHASING AGENDA SUMMARY

August 13, 2026

Key to Bid Categories: CAN = Bid Cancellation, CB = Co-op Bid, CT = Contract Termination, DN = Direct Negotiation, ER = Emergency Ratification, EX = Bid Extension, HPS = Highest Point Score, LRB = Lowest Responsive Bid, PB = Piggy-Back Bid, PS/CM = Professional Services/Copyrighted Materials, RA = Revised Award, RB = Re-Award Bid, REJ = Bid Rejection, RFP = Request for Proposal, RN = Bid Renewal, SC = State Contract, SP = Sale of Property, SS = Sole Source

RECOMMENDED BIDDERS:

Applerouth Tutoring Services

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
26-924-066	Applerouth Online Student Licenses Including CLT, ACT & SAT	PS/CM	N/A	Districtwide Britt Moseley	0100/5230	2342/6264	57,000.00

COMMENTS: Applerouth supports student concordance scores for graduation by providing instruction and practice with CLT, ACT, and SAT preparation. This is a referendum-funded purchase.

***Key to Fund Sources:**

0100: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 044X: ESSER Funds

****Key to Categorical Sources:**

23XX: Referendum Funds

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 13, 2026**

Contract No: 25-CD-058

Title: Roofing Repairs and Services

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 8/23/2026 thru 8/22/2027 ☐ N/A - One Time Purchase

Contract Value: \$ 1,500,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
1	6-months	1 - year	

Rationale/Reason:

This contract secures pricing for roofing repairs and services throughout the district.

Bidders Solicited: 0 Bids Received: 0 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Christine Roney, NIGP-CPP **For:** Districtwide
Title: Manager, Purchasing Department

Requested By: Neil Robinson **Buyer:** Christina DiLeonardo-Rowan
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

				Gulf States	PRS, Inc.	RYCARS	TarHeel Roofing
Line Item	Description	Qty	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
Labor Normal Hours							
1	Roofer	1	Hourly Rate	\$75.00	\$50.00	\$60.00	\$65.00
2	Helper	1	Hourly Rate	\$60.00	\$50.00	\$45.00	\$65.00
Labor Outside Normal Hours							
4	Roofer	1	Hourly Rate	\$95.00	\$50.00	\$90.00	\$97.50
5	Helper	1	Hourly Rate	\$80.00	\$50.00	\$67.50	\$97.50
				Gulf States	PRS, Inc.	RYCARS	TarHeel Roofing
Line Item	Description	Qty	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Drain retrofit installation	1	each	\$ 800.00	\$ 299.00	\$ 350.00	\$ 610.00
2	Fix 10ft strip in/on drip edge surface coming up	1	(10) Sq. Ft.	\$ 55.00	\$ 90.00	\$ 150.00	\$ 18.00
3	Damage or puncture in field of roof	1	(5) L. F.	\$ 95.00	\$ 20.00	\$ 150.00	\$ 26.00
4	Deteriorated metal coping	1	(10) Sq. Ft.	\$ 40.00	\$ 25.00	\$ 200.00	\$ 41.70
5	Install patch, asphalt membrane, mastic and granules	1	(20) Sq. Ft.	\$ 40.00	\$ 260.00	\$ 300.00	\$ 19.70
6	Open outside corner at base flashing	1	(2) Sq. Ft.	\$ 260.00	\$ 12.00	\$ 150.00	\$ 134.50

7	Replace lead flashing in drain	1	(4) Sq. Ft.	\$ 220.00	\$ 120.00	\$ 250.00	\$ 218.25
Table 3			Gulf States Industries, Inc.	PRS, Inc.	RYCARS Construction	TarHeel Roofing	
Line Item	Description	UOM	Percent	Percent	Percent	Percent	
1	% of markup on materials	each	0.0%	10.0%	15.0%	25.0%	

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 13, 2026**

Contract No: 25-CD-057

Title: Sod, Pick-Up, Delivery & Install

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 8/19/2026 thru 8/18/2027 ☐ N/A - One Time Purchase

Contract Value: \$ 100,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
1	6-months	1 - year	

Rationale/Reason:

This contract secures firm pricing for the delivery and installation of various sod varieties throughout the district.

Bidders Solicited: 0 Bids Received: 0 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Christine Roney, NIGP-CPP

For: Maintenance Department
Countywide

Title: Manager, Purchasing Department

Requested By: Neil Robinson

Buyer: Christina DiLeonardo-Rowan

Title: Director of Maintenance Department

Sunbelt Sod & Grading Co.

This bid will provide firm unit pricing as requested below and include all supervision, personnel, supplies, equipment, vehicles etc., to provide services as requested to facilities county wide. All fees, charges and expenses of any kind shall be included in the pricing.

				SUNBELT SOD & GRADING CO.	
Line Item	Description	Total Sq. Ft./Pallet	Unit of Measure	Price per Sq.Ft.	Price per pallet
Description Delivery, 1-2 days, Group 1: Pick-up at Vendor's Location					
1	Argentine Bahia	400	Sq. Ft.	No Bid	No Bid
2	Paspalum Bahia	400	Sq. Ft.	No Bid	No Bid
3	Bermuda 419 Tifway	500	Sq. Ft.	No Bid	No Bid
4	Bermuda Tifdwarf	500	Sq. Ft.	No Bid	No Bid
5	St. Augustine "Seville"	400	Sq. Ft.	No Bid	No Bid
6	St. Augustine, Bitter Blue	500	Sq. Ft.	No Bid	No Bid
7	St. Augustine, Floratam, muck grown	500	Sq. Ft.	No Bid	No Bid
8	St. Augustine, Floratam, sand grown	400	Sq. Ft.	No Bid	No Bid
9	Zoysa	500	Sq. Ft.	No Bid	No Bid
Delivery 2 Days, Group 2: Delivery Only					
10	Argentine Bahia	400	Sq. Ft.	\$.30	\$120.00
11	Paspalum Bahia	400	Sq. Ft.	\$.30	\$120.00
12	Bermuda 419 Tifway	500	Sq. Ft.	No Bid	No Bid
13	Bermuda Tifdwarf	500	Sq. Ft.	No Bid	No Bid
14	St. Augustine, Floratam, muck grown	500	Sq. Ft.	\$.60	\$300.00
15	St. Augustine, Floratam, sand grown	500	Sq. Ft.	\$.60	\$300.00
16	Zoysa	500	Sq. Ft.	\$.70	\$350.00

Group 3 : Delivered, Installed and Rolled					
17	Argentine Bahia	400	Sq. Ft.	\$.90	\$360.00
18	Paspalum Bahia	400	Sq. Ft.	\$.90	\$360.00
19	Bermuda 419 Tifway Big Roll	300	Sq. Ft.	No Bid	No Bid
20	Bermuda Celebration Big Roll	300	Sq. Ft.	\$1.15	\$345.00
21	Bermuda Tiff Tuff Big Roll	300	Sq. Ft.	\$1.10	\$330.00
22	St. Augustine "Seville"	300	Sq. Ft.	\$1.25	\$375.00
23	St. Augustine, Bitter Blue	500	Sq. Ft.	\$1.00	\$500.00
24	St. Augustine, Floratom, muck grown	500	Sq. Ft.	\$.94	\$470.00
25	St. Augustine, Floratom, sand grown	400	Sq. Ft.	\$.94	\$376.00
26	Zoysa	500	Sq. Ft.	\$1.00	\$500.00

MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding (“MOU”) is between the City of Tarpon Springs (the “City”) and Tarpon Springs Hospital Foundation, Inc., a Florida not-for-profit corporation d/b/a AdventHealth North Pinellas (the “Hospital”), which are parties hereto. City and Hospital shall be collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Hospital is a faith-based organization and a national leader in quality, safety, and patient satisfaction, which provides needed medical care to the Tampa Bay community; and

WHEREAS, the City desires to assist Hospital during medical emergencies; and

WHEREAS, during certain emergencies Hospital is in need of public landing areas for helicopter use.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES MADE HEREIN, the Parties agree, as follows:

I. **PURPOSE**

The purpose of this MOU is to prescribe procedures to be used, to a practical extent, in the cooperative use of specified property owned by the City for Hospital emergency helicopter landing. Said areas shall be limited based on the time of use and location. The City shall provide two (2) areas for helicopter landings. During daytime landings, at Rotary Park, and nighttime landings at the Tarpon Springs Golf Course Parking Lot Tarpon Springs, Florida, as described below and incorporated herein as **Exhibit A**. The times and locations may be altered by mutual agreement of the Parties.

II. **TERM OF MOU**

This MOU shall begin on the date on which it is signed by both Parties and continue until terminated by either Party, pursuant to Section VIII. In the event this MOU is signed by the Parties on different dates, the later date shall control.

III. **SCOPE OF MOU**

The City and the Hospital agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ices) and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

a. **Overview**

The purpose of this MOU is to establish guidelines between the Parties to allow the Hospital to use the City property for purposes of emergency medical transport, patient transfers, disaster responses and similar use.

b. Responsibilities of the City of Tarpon Springs

- i. The City will allow public landing areas for Hospital emergency helicopter use at Rotary Park and the Tarpon Springs Golf Course Public Parking area.
- ii. The City is not responsible for maintenance of the helicopter landing areas.

c. Responsibilities of AdventHealth North Pinellas Hospital

- i. The Hospital will comply with all Federal, State and Local regulations concerning the use and landing of helicopters in and about municipal airspace and property.

IV. FINANCIAL OBLIGATION

The City and the Hospital acknowledge that this MOU is not intended to create financial obligations between the Parties. However, in the event that costs are incurred because of either Party performing their duties or responsibilities under this MOU, each Party agrees to be responsible for their own costs.

V. NOTICES

All notices required or permitted to be given by a Party under this Agreement shall be in writing and be sent to the other Party by United States certified mail, return receipt requested, overnight delivery service or personal delivery with signature verification, and shall be addressed as follows:

A. CITY

Mr. Mark LeCouris City Manager
City of Tarpon Springs
P.O. Box 5004
Tarpon Springs, FL 34688-5004

B. HOSPITAL

AdventHealth North Pinellas
14055 Riveredge Dr.
Tampa, FL 33637
Attn: CEO

With a copy to:
AdventHealth Legal Department
14055 Riveredge Drive, Suite 225
Tampa, FL 33637

Any notice sent in accordance with this Article shall be deemed given two (2) days after deposit in the U.S. Mail, if sent by certified mail, return receipt requested, overnight delivery service, or personal delivery. The act of refusal by a Party of delivery of a notice sent in accordance with this Article shall be deemed acceptance of such notice by such Party. Either Party may change its notice address at any time by providing the other Party with a notice of that change sent in conformance with the requirements of this Section V.

VI. RELEASE FROM LIABILITY

Hospital and the City covenant and expressly agree that with regard to any liability which may arise from the operation within area(s) covered under this MOU, that each Party shall be solely and exclusively liable for the negligence of its own agents, servants, and/or employees. In accordance with applicable law, neither Party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own agents, servants, and/or employees. Further that nothing herein shall act or be deemed as a waiver of any sovereign immunity or limits of liability that either Party may enjoy as a matter of law.

Release of liability and Indemnification. In connection with the obligations under this MOU, Hospital and its affiliates, successors, assigns, heirs, executors, administrators, agents, and representatives, agree to fully and forever release, acquit and discharge the City, and all entities in which it or its principals have a legal or beneficial interest, its affiliates, successors, assigns, representatives, employees, elected officials, agents, attorneys, insurers, heirs, executors, and administrators, from any and all actions, claims, arbitrations, suits, debts, dues, demands, duties losses, obligations, liabilities, damages, judgments, sums of money, costs, expenses, attorneys' fees, bonds, bills, covenants, contracts, controversies, agreements, promises, executions, liens and causes of action of any kind or nature whatsoever, in law or in equity, known or unknown, suspected or unsuspected, accrued or unaccrued, civil or otherwise, which Hospital has, ever had, now has, or hereafter can, shall or may have, against the City, except those caused by the negligence or willful misconduct of the City or its employees, agents, or invitees.

Hospital and its affiliates, successors, assigns, heirs, executors, administrators, agents, and representatives agree to fully indemnify, reimburse or make good to the City of Tarpon Springs, and all entities in which it or its principals have a legal or beneficial interest, its affiliates, successors, assigns, representatives, employees, agents, attorneys, insurers, heirs, executors, elected officials, and administrators from any and all loss, damages, injuries, liabilities, causes of action, judgments, claims, costs, including attorney's fees, resulting from Hospital's grossly negligent or willfully malicious use of the property owned by the City.

Nothing contained in this Agreement shall be considered a waiver of the rights and benefits that the City maintains under Florida Statute §768.28 and sovereign immunity.

VII. REVIEW AND MODIFICATION

- a. Upon request of either Party, both Parties will review the MOU annually to determine whether its terms and conditions are still appropriate. The Parties agree to negotiate terms and conditions hereof if it is mutually determined that significant changes in this MOU are necessary. There are no obligations to agree with either Party.
- b. Modifications to the provision of this MOU shall be valid only through execution of a formal written amendment to the MOU.

VIII. TERMINATION

This MOU may be terminated at any time by either Party by delivery of Notice of Termination in writing to the other Party providing sixty (60) days' notice.

SIGNATURES:

TARPON SPRINGS HOSPITAL FOUNDATION, INC.:

By: Andrew Santos
Andrew Santos, CEO

8/14/2026
Date

CITY OF TARPON SPRINGS, FLORIDA

By: _____
Mayor John Koulianos

Date

ATTEST:

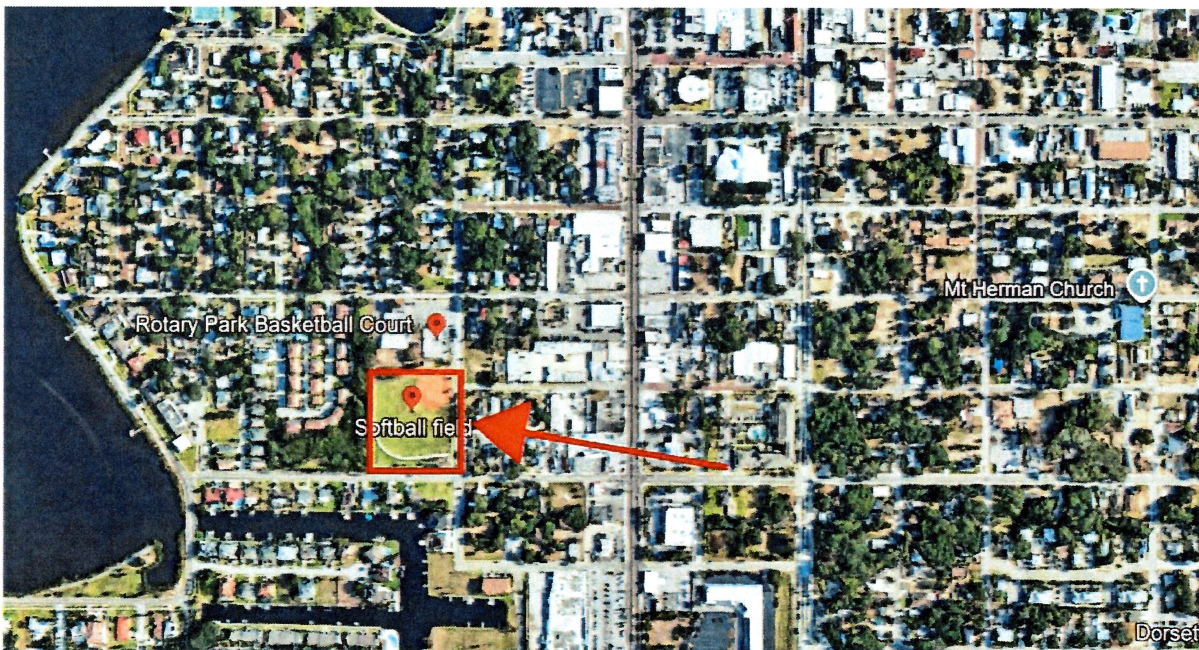
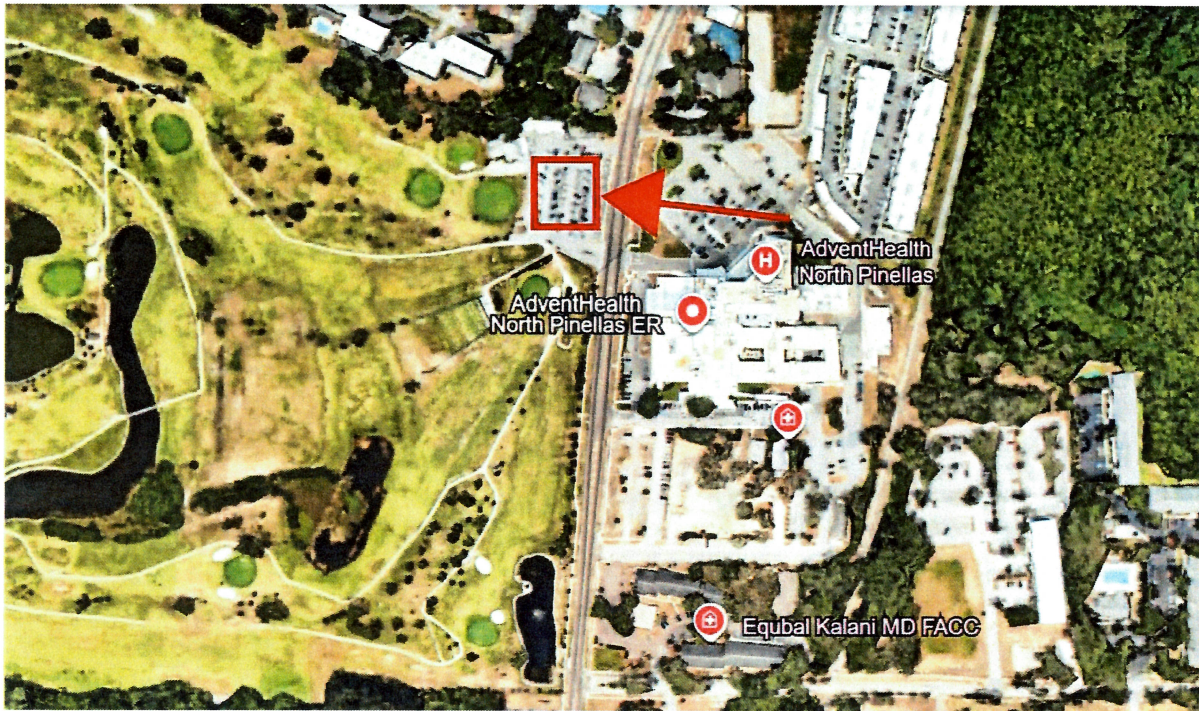
Irene Jacobs, City Clerk

Approved as To Form and Legality For the use and
reliance of the City of Tarpon Springs, Florida only.

City Attorney, Tarpon Springs, Florida

C:\Users\cak62e\OneDrive - AdventHealth\WFD Legal - General\AH North Pinellas\City of Tarpon Springs

EXHIBIT A – LANDING LOCATIONS



City of Tarpon Springs
Office of the Internal Auditor

Audit of the Fleet Management
Division

Prepared by:
Billy Poulos, MBA, CIA, CGAP
City Internal Auditor
June 2026



Report #13_2026

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City of Tarpon Springs Office of the Internal Auditor

7/8/2026

Honorable Mayor Koulianos and Commissioners,

Enclosed is Audit #13_2026 of the Fleet Management Division. This audit was conducted under the authority of the approved FY 2026 Internal Audit Plan, and contains my analysis and conclusions based on the information available to me. The report contains one finding and three observations. Management's response is also included. I am available anytime to discuss the audit and will place it on a BOC Regular Session agenda soon for a brief presentation.

I would like to thank the Fleet Manager, Jake Schaff and the Fleet Operations Coordinator, Derrick Harris for their help with the audit.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Poulos", is written over a horizontal line.

Billy Poulos
City Internal Auditor

Cc: Mark LeCouris, City Manager
Chris Cotta, Public Works Director
Jake Schaff, Fleet Manager
Derrick Harris, Fleet Operations Coordinator

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Executive Summary (Overall Auditor Opinion)

In accordance with the approved FY 2026 Internal Audit plan, I have completed the audit of the Fleet Management Division. The audit was conducted using the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing (I.e., Red Book Standards) as a framework and guide. I believe that the evidence obtained and reviewed provides a reasonable basis for the findings and observations in this report.

The Tarpon Springs Fleet Management Division, part of the Public Works Department, is responsible for maintaining the City's vehicles, heavy equipment, and fuel inventory. It operates as an internal service fund that charges departments for services, which is the appropriate funding mechanism for a fleet management division. With six employees and a fiscal year 2025 budget of \$1,674,344, the Division performs in-house and outsourced maintenance, manages shop supplies and parts inventory, and coordinates third-party repairs. It also oversees the City's gasoline and diesel inventory using the FMLive system, though fuel management itself is audited separately by Procurement. The Division applies a uniform fee structure to all its customers that includes a \$25 flat service fee and a \$120 hourly labor rate for in-house service work, a 5% administrative fee for outsourced repairs, a 22% parts markup fee, and a 14% fuel management fee.

The audit concentrated on vehicle maintenance services with four objectives, 1) Evaluating whether the Division maintains relevant and current policies and standard operating procedures, 2) assessing the adequacy of controls over the vehicle preventive maintenance program, 3) determining whether controls governing inventory parts are adequate and being followed, and 4) verifying that proper controls exist and are adhered to for outsourced commercial repair work. The audit testing period included the first quarter of fiscal year 2026.

The Division maintains sound control practices over its inventory parts such as tires, batteries, filters, and other common consumables which are kept on hand to reduce vehicle downtime, improve efficiency, and leverage bulk pricing. However, some of these practices are not formally documented in written policies or standard operating procedures. Because inventory parts are inherently susceptible to risks such as misuse, loss, or misappropriation, codifying these practices into written policies and standard operating procedures is recommended. Aside from inventory parts, the Division maintains current and well-developed policies and procedures that address nearly all of its functional responsibilities.

The Division's preventive maintenance (PM) program is functioning effectively, ensuring that PM services are completed, properly documented, and accurately billed to its customers. While there were no exceptions when testing their PM program, the Division could benefit from the use of fleet management software to better track, schedule, and monitor vehicles needing a PM service. Currently, scheduling a PM service is reliant on the driver of the vehicle which can lead to vehicles being overdue for the service.

The Division demonstrates strong financial and operational controls over its use of third-party vendors, which it uses for specialized work, unique vehicles, or workload management. Audit testing of accounts during the audit period revealed no exceptions, indicating that the Division's controls over outsourced repairs are well-designed and consistently followed.

Overall, the Fleet Management Division has established a strong foundation of internal controls for the risks identified in this report and is applying them effectively.

This report uses a balanced format approach which includes both Findings and Observations. Findings can include any number of things where improvement is needed and usually require remedial action by the auditee or other related parties. In contrast, Observations are areas where the auditee has excelled or has exhibited a best practice. They can also include areas that may need additional review or discussion and may not be within the Department's control. The use of a balanced format approach helps provide an overall picture of the department, which is important for a decision-making Board.

In order for the reader of this report to gain a complete understanding of this audit's objectives and conclusions, it is strongly recommended that the details surrounding the findings and observations listed below are read in their entirety.

Finding(s)

#1: The Division has appropriate and thoughtful control practices concerning inventory parts, but should consider codifying these practices into written policies and standard operating procedures.

Observation(s)

#1: The Division has up-to-date policies and procedures which address most of their functional areas.

#2: The Division's preventive maintenance program ensures the work is completed, properly recorded, and accurately billed to its customers.

#3: Proper financial and operational controls exist when using third-party vendors, as evidenced by audit testing.

Background

The Tarpon Springs Fleet Management Division ("The Division") is part of the Public Works Department and is responsible for maintaining the City's vehicle fleet, heavy machinery, and other equipment. Additionally, they manage the City's gasoline and diesel fuel inventory. They are funded through an internal service fund whereby each department (i.e. "Customers") that utilizes the Division's services are "Charged back" when services are provided. This is the appropriate and most typical funding arrangement for fleet maintenance departments in local government. As of fiscal year 2025, the Division had six employees including the Fleet Manager, Fleet Operations Coordinator, and four technicians¹, and a budget of \$1,674,344.

Services Provided:

- Vehicle, machinery, and equipment maintenance and repair: Most of the service work is performed in-house while some is outsourced. Aside from performing the actual maintenance and repairs, in-house service work involves ordering and maintaining shop supplies, on-hand inventory parts, and special-order parts. When service work is outsourced, the Division acts as a "Concierge" as they coordinate the repairs with the outside vendor, drop off the vehicle/ equipment, pick it up when the work is complete, and run tests to ensure the work was completed properly.

¹ Prior to FY25, there were 3 Fleet Technicians, and the Fleet Operations Coordinator's title was Fleet Assistant.

- **Fuel management:** The Division maintains the fuel inventory (Both gasoline and diesel) for the City at two sites using FM Live, a computerized system that tracks and monitors fuel consumption for each vehicle and helps to determine when a vehicle is due for preventive maintenance. There is a 14% administrative fee charged by the Division for each gallon of fuel used. However, fuel management is monitored and audited by the Procurement Department, so it is not an objective of this audit.

Internal Service Fund and Fees:

The Division's use of an internal service fund is the appropriate funding mechanism for a public sector fleet maintenance division and is the most widely used, as opposed to using the general fund or other funds. This type of funding arrangement helps promote accountability for the departments as they are charged for services, while providing financial stability to the Division since they are not subject to the macro-economic conditions of the City.

The Division's fee structure is applied uniformly to all of their customers. The fee structure is as follows:

- **Flat service fee:** A flat fee of \$25 is charged for all in-house services. This is primarily used to cover shop supplies and offset the cost of equipment. It is not charged on third party/ commercial services.
- **Third party/ commercial fee:** This is a "Concierge-type" service fee in which the Division charges a 5% fee on the total invoice amount when they outsource work to a third party (Ex. The local Ford or Chevrolet dealership). The fee covers administrative, testing, and transportation costs.
- **Labor fee:** A \$120 per hour labor fee is charged for all in-house services provided by the Division.
- **Parts mark-up fee:** A 22% mark-up for all on-hand inventory parts (Ex. Batteries, brake pads, etc.) and special-order parts for in-house service work. The Division utilizes contracts with several parts vendors to take advantage of bulk pricing and other discounts.
- **Fuel management fee:** The Division manages the fuel inventory for the City and charges an administrative fee of 14% for each gallon of diesel and gasoline that is used.

Audit Objectives, Scope, & Methodology

This is an operational and compliance audit which includes substantive testing of processes and controls that surround some of the higher-risk areas of the Division's operations. The scope of this audit was the first quarter of fiscal year 2026 (October 1, 2025 to December 31, 2025). This represents a reasonable amount of time to capture enough work orders for audit testing.

Note: This report does not include a review of the fuel management program as this is monitored and audited by the Procurement Department. As this is an important part of what the Division does, it will be included in the upcoming FY26 Risk Assessment as a stand-alone audit candidate for future audits. Additionally, this report focuses on vehicle maintenance only and not equipment.

Objective #1: To determine if the Division has a comprehensive, up-to-date, and relevant set of policies and standard operating procedures (SOPs) that address its various functions.

Objective #2: To determine if the Division has adequate controls around its preventive maintenance program for vehicles.

Objective #3: To determine if adequate controls exist and are being adhered to for inventory parts (I.e. On-hand parts).

Objective #4: To determine if adequate controls exist and are being adhered to for outsourced repairs (I.e. Commercial repairs).

The risk factors that were considered in deciding the objectives of the audit were:

- Overall internal control risk: The risk that the Department does not have adequate or documented internal controls to carry out their functions effectively and consistently.
- Safety risk: The risk that vehicles are not being maintained properly which could lead to injuries.
- Financial risks:
 - Vehicles and equipment are not being maintained properly, which ultimately results in premature breakdowns and increased repair costs over the life of the asset.
 - Misappropriation of City assets by staff or others who may have access to parts, tools, and equipment.
 - Vendors who are not performing or performing additional work than is requested by the Division.
 - Vendors not being paid timely, inaccurate payments, or invoices not having the proper approvals.

The following is an overview of the activities performed:

- Reviewed the Department's policies and standard operating procedures.
- Reviewed vehicle files on site at Division headquarters.
- Interviewed the Fleet Manager and Fleet Operations Coordinator.
- Reviewed approved budgets and background/ historical information about the Department.
- Accessed Naviline to obtain accounting data for audit testing and OnBase for backup documents.

Results: Finding(s)

Finding #1: The Division has appropriate and thoughtful control practices concerning inventory parts, but should consider codifying these practices into written policies and standard operating procedures.

Inventory parts are commonly used parts or consumables for most vehicles or common vehicles in a fleet. Examples of inventory parts include tires, batteries, brake pads and rotors, oil filters, wiper blades, some fluids like engine oil or differential fluid, and freon for air conditioning. Inventory parts are kept "On-hand" in order to decrease downtime on vehicles, increase efficiency, and optimize costs by buying in bulk. While the reasons for having inventory parts are necessary and important for any fleet maintenance facility, there are some inherent risks with maintaining readily accessible and valuable parts. Since the Division does not have specific policies and procedures related to inventory parts, a review of their informal control practices was done to determine if the inherent risks related to inventory parts have been mitigated or eliminated. The review focused on how inventory parts are ordered, managed, and used. This was primarily done through interviews with management and physical observations of their operations. The inherent risks were identified, the Division's controls

were applied, and the residual risk² (Inherent risk – control = residual risk) was rated by the Internal Auditor. If the residual risk was moderate or high, a finding and recommendation was issued. If the residual risk was low, the risk was considered mitigated, and no exception was reported.

Table # 1: The Division has appropriate and thoughtful control practices concerning inventory parts, but should consider codifying these practices into written policies and standard operating procedures.

Inherent Risks	Controls	Residual Risk: (Inherent Risk – Control)
Not having specific policies and procedures to manage inventory parts.	There are informal processes and practices that cover the major areas of inventory parts management.	Moderate
Misappropriation of inventory parts due to inadequate physical safeguards.	Most parts are stored within the purview of the Fleet Operations Coordinator, so unauthorized access is minimized. Only some larger parts like tires are not in the immediate purview of management, but those would be difficult to misappropriate without more than one employee involved.	Low
Methodology for maintaining adequate levels of inventory parts to limit downtime and maintain efficiency.	The Division does not have fleet management software, so maintaining adequate inventory levels is done by management based on a manual calculation using the average number of vehicles serviced and the number of specific/ like vehicles in the fleet. Standardizing the make and model of fleet vehicles helps make this process easier and more accurate. They audit their inventory parts weekly using the Naviline system as the parts database, and there is a written procedure for this, but Naviline is primarily an accounting/ financial system.	Low*
Unauthorized ordering of inventory parts.	Ordering of inventory parts is the responsibility of the Fleet Operations Coordinator, but the Fleet Manager ultimately approves the purchase, therefore the proper segregation of duties exists. This is a recent change. Previously, there was not one person dedicated to ordering inventory parts.	Low
The unauthorized use of inventory parts.	The use of an inventory part is requested by a technician as part of a work order, then approved and released by the Fleet Operations Coordinator, therefore the proper segregation of duties exists. Additionally, the Fleet Manager reviews work orders to help maintain another level of review and control.	Low

* While this is a low residual risk item, an optional recommendation was issued (See recommendation #2 below).

Source: Interviews with staff, review of documents, and auditor observations.

² Residual risk is the level of risk that remains after all controls and mitigation measures have been applied.

Recommendation(s):

- 1) It is recommended that the Division codify its internal control practices into written policies and standard operating procedures. This will improve consistency if there are staff changes and create an official standard to adhere to.
- 2) If financially feasible, the Division should consider purchasing a fleet management software program that is compatible with Naviline. The benefits to this are standardized ordering methodologies in order to limit down time, automatic ordering with preferred vendors, maintenance reminders, inventory management, data and analytics to help determine when the optimal time to replace a vehicle is, and many others. **NOTE:** This is an optional recommendation and will not be monitored or followed up on. In order to implement it, it would require the assistance of other departments like Information Technology, Procurement, and Finance.

Results: Observation(s)

Observation #1: The Division has up-to-date policies and procedures which address most of their functional areas.

With the exception of inventory parts noted above in **Finding #1**, the Division has updated policies and procedures that cover the typical aspects of a fleet management division. Some of these include vehicle inspection protocols for technicians, standardized repair times, payroll instructions, and weekly/ monthly management tasks. The policies and procedures are tailored to the specific needs of the Division based on their current staffing levels, technology, and workload. **No other exceptions** were noted during a review of these documents.

Recommendation(s):

None.

Observation #2: The Division's preventive maintenance program ensures the work is completed, properly recorded, and accurately billed to its customers.

Preventive maintenance ("PM") is a vital part of fleet management and can simply be defined as the servicing of vehicles and equipment so that they remain in good working order. It is a proactive way to identify problems early on, to help reduce the number of breakdowns, and extend the useful life of vehicles. Just like one's personal vehicle, failure to perform PM can lead to increased future maintenance costs, possible safety issues, premature wear on parts, and other inefficiencies. The preventive maintenance program includes standard operating procedures, maintenance schedules for when a vehicle's PM service should be, and checklists to help ensure that the required maintenance is performed.

The Division relies on each driver to schedule and bring the vehicle in when a PM service is due, as they do not have fleet management software that automatically notifies them. Instead, they rely on the FM Live fuel system which alerts drivers at the time of fill up when they are within 500 miles of a PM service. The Division also places a "Next service sticker" on the windshield which indicates when the next PM service should be³.

When a vehicle is due for preventive maintenance, the primary user (As is the case with Police and Fire Department vehicles) notifies the Division through email to schedule an appointment. For non-

³ They will also perform preventive maintenance when a vehicle is having a specific service performed and the PM date is approaching.

emergency vehicles, a single point of contact at each respective department notifies the Division through email to schedule an appointment. A vehicles asset tag number is required in the subject line of all these emails in order to help with record keeping and retrieval. This coincides with the paper files that are kept on-site, as each vehicle has a dedicated folder that is identified using the asset tag number. The vehicle is then brought to the Division for the PM service to be performed. During a PM service, the technician is required to complete one of three PM forms, depending on the type of vehicle that is being serviced. This is also the time when any other needed services are identified, performed, or parts are ordered for a service to be completed at a future time. The information from these forms is reviewed by either the Fleet Manager or the Fleet Operations Coordinator and then entered into the Naviline system, as the technicians do not enter information into Naviline. This is part of the control structure to ensure that all work goes through a multilayer review process and duties are segregated.

Additionally, the technicians fill out a daily timecard that lists the date, time, work performed, and billable hours. Billable hours for PM are the amount that is charged to the customers at a rate of \$120 per hour. The billable hours should be within the standard repair times for preventive service work. For example, the standard times to perform preventive maintenance A and preventive maintenance B are 1.0 and 2.5 hours respectively. These procedures ensure that PM work is standardized for accurate customer billing. They also act as a detective control for management, so they can spot if a technician is not performing efficiently (ie. Taking too long to complete a service).

Preventive maintenance makes up almost a quarter of the Division's workload (23%), as 139 out of 609 work orders during the audit period (Quarter 1 of FY26) had a PM service job associated with it. A report of all work orders during the audit period was run, and all of the preventive maintenance jobs were isolated. A judgmental sample of 10 preventive maintenance jobs was selected, and a file review was performed on each one and compared to the information in the Naviline system. The vehicle files were tested for the following audit assertions and no exceptions were noted:

- Existence and Completeness - Each PM job within a work order has the appropriate PM checklist in the file and has been fully completed by the technician.
- Accuracy- The information on each PM checklist agrees with the information that is in the Naviline system.
- Timeliness: The actual time it takes to complete a PM service (Which is indicated by billable hours) was within the standardized times set in policy.

Recommendation(s):

As noted in **Recommendation #2 for Finding #1**, a fleet management software program that is compatible with Naviline would be able to track and notify drivers automatically when a PM service is due. This would help the Division with the overall management of the PM program.

Observation #3: Proper financial and operational controls exist when using third-party vendors, as evidenced by audit testing.

Third party repairs are when the Division outsources its services to a commercial vendor that specializes in the type of repair that is needed. The Division often uses third party vendors for highly specialized services, unique vehicles that require specialized tools or expertise that the Division does not have, or for workload reasons to minimize downtime. The Division charges its customers a 5% fee on the total invoiced cost of the service. The fee covers administrative and operational costs as the Division schedules the appointment, writes up a work order, and processes the payment through the Finance Department. They also drive the vehicle (or arrange transportation if inoperable) to the vendor and pick

it up after the work is complete. Lastly, they test the vehicle to ensure that the work was satisfactorily performed and contact the customer to pick it up.

During the audit period, 10 vendors were used for 78⁴ third party transactions totaling \$107,270, of which the Division received \$5,137 in fees. A commercial vendors report was run in Naviline and all vehicle service repairs were isolated (Vehicles only- No equipment was tested). Of these, 10 were judgmentally sampled for all of the audit testing. The sampled service repairs were compared to invoices in the OnBase system to test for accuracy and if appropriate approvals were given and documented. Using the same 10 sampled service repairs, a job order detail report was run in the Naviline system and that information was compared to the invoices to determine if all the documents agreed. In summary, the reports and invoices were tested for the following audit assertions and **no exceptions were noted**:

- Existence & completeness: Invoices have all the relevant and usual information and agree with information from the Naviline reports.
- Relevancy: Invoices match the service work described in the job orders (Ex. If a vehicle had A/C work done, the invoice and job orders should reflect that).
- Accuracy: Invoice amounts agree with what was actually paid to the vendor.
- Approval & timeliness: Evidence that invoices were timely and appropriately approved by Division management (Within 30 days after being received) before being sent to the Finance Department for payment.

Recommendation(s):

None.

⁴ The 78 transactions include all vendors used and all types of vehicles and equipment. However, for the purposes of this audit, only vehicles were tested.

Management Response

The City Manager and Fleet Manager have been given an opportunity to respond to this report. Their response is attached.

Basilios,

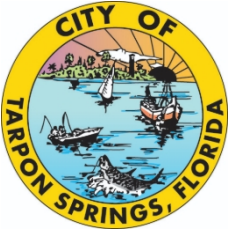
I concur with the findings and observations in the Internal Audit Report and appreciate the review of the Fleet Division's operations. The audit identified one recommendation to formally document our existing parts and inventory management practices through a written Standard Operating Procedure.

I am currently developing the SOP to document these processes and provide clear, consistent guidance for inventory and parts management. Once completed, it will be implemented to address the audit recommendation and further strengthen our existing procedures.

Sincerely,

Jake Schaff

Fleet Manager



City of Tarpon Springs, Florida

324 EAST PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
www.ctsfl.us

BOARD OF COMMISSIONERS MEETING AGENDA ITEM

Date: August 25, 2026
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Karen Lemmons, Economic Development Manager
Subject: Renew Coastal Funding Route Agreement with the Pinellas Suncoast Transit Authority (PSTA for the Jolley Trolley)

Recommendation

Staff recommend approval of the Restated Coastal Route Funding Agreement with PSTA for the Jolley Trolley.

Background:

In December 2010, the City of Tarpon Springs entered into a multi-party agreement with PSTA, the Jolley Trolley, the Clearwater Downtown Development Board, the City of Dunedin, and Pinellas County to support operation of the Jolley Trolley's North Coastal Route. The route provides fixed-route services seven days a week between Clearwater Beach, Downtown Clearwater, Dunedin, unincorporated Palm Harbor, Ozona, and Tarpon Springs' Downtown and Sponge Docks. The agreement was renewed in July 2016, amended in September 2017, and a second amendment became effective Oct. 1, 2018. The Renewed and Restated Agreement became effective September 9, 2022.

The 2022 Renewed and Restated Agreement had an initial three-year term with the option to renew for one additional two-year term. The agreement expired Oct. 1, 2025, and was not formally renewed by PSTA; however, the Jolley Trolley continued providing uninterrupted service. As a result, the proposed agreement is effective retroactively to Oct. 1, 2025.

The proposed 2026 PSTA agreement establishes a three-year term beginning Oct. 1, 2025, with the option of two additional two-year renewal terms. Beginning Oct. 1, 2027, annual funding contributions will increase 6.4%. To maintain the Jolley Trolley in Tarpon Springs, staff recommend approval of the agreement at an annual cost of \$63,911. PSTA is coordinating with all parties involved to obtain approval by Oct. 1, 2026. City Attorney Salzman has reviewed and approved the agreement.

Funding

The Jolley Trolley funds are budgeted at \$63,911 in General Fund 001-8802-519-34-00 for FY26. The agreement cost in FY26 is \$63,911.

RESTATED
COASTAL ROUTE FUNDING AGREEMENT

THIS RESTATED COASTAL ROUTE FUNDING AGREEMENT (Agreement) is entered into on this _____ day of _____, 2026, by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district, with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 (**PSTA**), and the CITY OF CLEARWATER DOWNTOWN DEVELOPMENT BOARD, a special taxing district of the City of Clearwater, with its principal place of business located at 600 Cleveland Street, Suite 600, Clearwater, FL 33755 (**Clearwater DDB**), the CITY OF TARPON SPRINGS, a municipal corporation with its principal place of business located at 324 East Pine Street, Tarpon Springs, FL 34689 (**Tarpon Springs**), the CITY OF DUNEDIN, a municipal corporation with principal place of business located at 542 Main Street, Dunedin, FL 34698 (**Dunedin**), and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida with its principal place of business located at 315 Court Street, Clearwater, FL 33756 (**Pinellas County**)(collectively, the **Parties**) to amend and renew that certain Renewed and Restated Coastal Route Funding Agreement entered into by the Parties on September 9, 2022 (the **Original Agreement**).The Original Agreement is attached hereto and incorporated herein as **Exhibit 1**.

WHEREAS, pursuant to the Original Agreement, Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County have been contributing funding to PSTA to supplement fixed route trolley services along the Coastal Route as further described and defined therein; and

WHEREAS, on June 10, 2021, PSTA entered into an agreement with Jolley Trolley Transportation of Clearwater, Inc. to continue to provide fixed route trolley services along the Coastal Route as further described and defined therein, which is effective through September 30, 2032 (the **Jolley Trolley Agreement**), a true and accurate copy of which is attached hereto as **Exhibit 2**; and

WHEREAS, the Parties inadvertently allowed the Original Agreement to expire but continued to operate according to the Original Agreement after its expiration and through the Effective Date; and

WHEREAS, the Parties desire to reinstate the Original Agreement as provided herein at the contribution rates established by the Coastal Route Summary of Proposed Funding Formula, a true and accurate copy of which is attached hereto as **Exhibit 3**); and

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The Original Agreement is reinstated as of the Effective Date. To the extent that the Parties operated pursuant to the Original Agreement after its expiration and before the Effective Date of this Agreement, payments made pursuant thereto are

ratified as if the Original Agreement had been in effect through the Effective Date of this Agreement.

3. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall each contribute toward PSTA's financial obligations under the Jolley Trolley Agreement for the actual revenue hours provided along the Coastal Route for a three (3) year term beginning October 1, 2025 (the Initial Term). This Agreement will be renewed for two (2) additional two (2) year term for the duration of the Jolley Trolley Agreement (the Term), unless terminated by the parties 90 days prior to start of the fiscal year. PSTA will send an invoice to each of the Parties no later than the fifteenth (15th) day of the month immediately following the month during which fixed route trolley services were provided along the Coastal Route. Each invoice shall be based on actual revenue hours provided by the Jolley Trolley for the Coast Route service. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall remit payment on the fifteenth (15th) day of the month following receipt of such invoice. For payments made pursuant to the terms of the Original Agreement as authorized by this Agreement for the fiscal year beginning October 1, 2025 and ending September 30, 2026, the funding contribution amount shall not exceed the following amounts:

Clearwater DDB	\$24,652
Tarpon Springs	\$63,911
Dunedin	\$63,911
Pinellas County	\$63,911

For the fiscal year beginning October 1, 2026 and ending September 30, 2027, the funding contribution amount shall not exceed the following amounts:

Clearwater DDB	\$26,231
Tarpon Springs	\$68,001
Dunedin	\$68,001
Pinellas County	\$68,001

2.1 The rates set forth in this Section 2 shall increase annually by six and four tenths percent (6.40%) each year from October 1, 2027 through the entire Term, as set forth in **Exhibit 3** attached hereto.

2.2 In the event any party fails to renew this Agreement beyond the Initial Term, PSTA may cancel this Agreement and terminate the Trolley Services.

4. If Clearwater DDB, Tarpon Springs, Dunedin, or Pinellas County, in its respective sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due under this Agreement, that party shall notify PSTA

of the occurrence and this Agreement shall terminate as to that party on the last day of the then current fiscal period. If Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County individually or collectively fail to appropriate funds or fail to make the payments provided in Section 2 above, PSTA may reduce or eliminate the Jolley Trolley Coastal Route service.

5. The Parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof. Nothing contained herein shall be construed to limit or waive any of PSTA's rights under the Jolley Trolley Agreement.
6. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect for the Term. To the extent that this Agreement conflicts with the Original Agreement, the provisions of this Agreement shall govern.
7. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.
8. PSTA shall file a copy of this Agreement with the Clerk of the Court in and for Pinellas County, Florida and this Agreement shall be effective on the date of such filing (**Effective Date**).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**PINELLAS
AUTHORITY**

SUNCOAST

TRANSIT

ATTEST:

Rachael Cappolla

Brad Miller, Chief Executive Officer

APPROVED AS TO FORM:

General Counsel

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**CITY OF CLEARWATER DOWNTOWN
DEVELOPMENT BOARD**

By: _____
Chairman

APPROVED AS TO FORM:

Board Attorney

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CITY OF TARPON SPRINGS

ATTEST:

City Clerk

By:_____
City Manager

By:_____
Mayor

APPROVED AS TO FORM:

City Attorney

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CITY OF DUNEDIN

ATTEST:

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

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PINELLAS COUNTY, FLORIDA

By: _____
County Administrator

ATTEST:
KEN BURKE, Clerk of Court

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

FY 26 Agreement

EXHIBIT 1

RENEWED AND RESTATED
COASTAL ROUTE FUNDING AGREEMENT

THIS RENEWED AND RESTATED COASTAL ROUTE FUNDING AGREEMENT (Agreement) is entered into on this 7th day of September, 2022, by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district, with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 (**PSTA**), and the CITY OF CLEARWATER DOWNTOWN DEVELOPMENT BOARD, a special taxing district of the City of Clearwater, with its principal place of business located at 600 Cleveland Street, Suite 600, Clearwater, FL 33755 (**Clearwater DDB**), the CITY OF TARPON SPRINGS, a municipal corporation with its principal place of business located at 324 East Pine Street, Tarpon Springs, FL 34689 (**Tarpon Springs**), the CITY OF DUNEDIN, a municipal corporation with principal place of business located at 542 Main Street, Dunedin, FL 34698 (**Dunedin**), and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida with its principal place of business located at 315 Court Street, Clearwater, FL 33756 (**Pinellas County**)(collectively, the **Parties**) to amend and renew that certain Coastal Route Funding Agreement entered into by the Parties on September 26, 2016 as amended by that certain First Amendment effective October 1, 2017 and that certain Second Amendment effective October 1, 2018, as ratified (the **Original Agreement**).

WHEREAS, pursuant to the Agreement, Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County have been contributing funding to PSTA to supplement fixed route trolley services along the Coastal Route as further described and defined therein; and

WHEREAS, PSTA has renewed and entered into a new agreement with Jolley Trolley Transportation of Clearwater, Inc. to continue to provide fixed route trolley services along the Coastal Route as further described and defined therein, which is effective through September 30, 2032 (the **Jolley Trolley Agreement**), a true and accurate copy of which is attached hereto as **Exhibit 1**; and

WHEREAS, the Parties desire to restate, renew, and continue the Original Agreement as provided herein at the contribution rates established by the Coastal Route Summary of Proposed Funding Formula, a true and accurate copy of which is attached hereto as **Exhibit 2**); and

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall each contribute toward PSTA's financial obligations under the Jolley Trolley Agreement for the actual revenue hours provided along the Coastal Route for a three (3) year term beginning October 1, 2022 (the Initial Term). This Agreement may be renewed upon mutual written agreement of the Parties for one (1) additional two (2) year term and may thereafter be renewed by mutual written agreement for the

duration of the Jolley Trolley Agreement (the Term). PSTA will send an invoice to each of the Parties no later than the fifteenth (15th) day of the month immediately following the month during which fixed route trolley services were provided along the Coastal Route. Each invoice shall be based on actual revenue hours provided by the Jolley Trolley for the Coast Route service. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall remit payment on the fifteenth (15th) day of the month following receipt of such invoice. For the fiscal year beginning October 1, 2022 and ending September 30, 2023, the funding contribution amount shall not exceed the following amounts:

Clearwater DDB	\$20,466
Tarpon Springs	\$53,058
Dunedin	\$53,058
Pinellas County	\$53,058

2.1 The rates set forth in this Section 2 shall increase annually by six and four tenths percent (6.40%) each year from October 1, 2023 through the entire Term of this Agreement, as set forth in **Exhibit 2** attached hereto.

2.2 In the event any party fails to renew this Agreement beyond the Initial Term, PSTA may cancel this Agreement and terminate the Trolley Services.

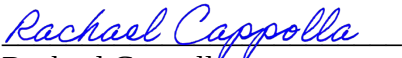
3. If Clearwater DDB, Tarpon Springs, Dunedin, or Pinellas County, in its respective sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due under this Agreement, that party shall notify PSTA of the occurrence and this Agreement shall terminate as to that party on the last day of the then current fiscal period. If Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County individually or collectively fail to appropriate funds or fail to make the payments provided in Section 2 above, PSTA may reduce or eliminate the Jolley Trolley Coastal Route service.
4. The Parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof. Nothing contained herein shall be construed to limit or waive any of PSTA’s rights under the Jolley Trolley Agreement.
5. This Agreement shall be effective October 1, 2022 (the **Effective Date**) and shall continue in full force and effect for the Term. To the extent that this Agreement conflicts with the Original Agreement, the provisions of this Agreement shall govern.
6. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties’ legal signatures on this Agreement and

shall be treated in all respects as an original handwritten signature. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**PINELLAS SUNCOAST TRANSIT
AUTHORITY**

ATTEST:


Rachael Cappolla


Brad Miller, Chief Executive Officer

APPROVED AS TO FORM:

 **For**
General Counsel

SIG

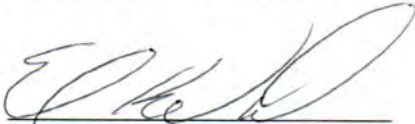
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**CITY OF CLEARWATER DOWNTOWN
DEVELOPMENT BOARD**

By: _____
Chairman



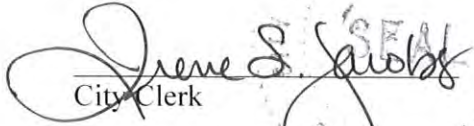
APPROVED AS TO FORM:


Board Attorney

[Remainder of this page intentionally left blank — Additional signature pages follow]

CITY OF TARPON SPRINGS

ATTEST:


City Clerk



By: 
City Manager

By: 
Mayor

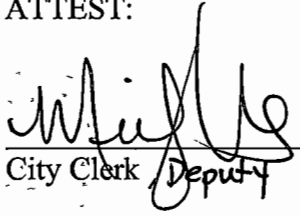
APPROVED AS TO FORM:


City Attorney

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CITY OF DUNEDIN

ATTEST:

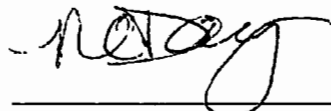


City Clerk Deputy

By: 

City Manager

APPROVED AS TO FORM:



City Attorney

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PINELLAS COUNTY, FLORIDA

 Barry Buntin

By: _____
County Administrator

ATTEST:

~~KEN BURKE, Clerk of Court~~
~~XXXXXXXXXXXXXXXXXX~~

Della Klug
~~Deputy Clerk~~
~~XXXXXXXXXX~~

APPROVED AS TO FORM:

Brendan Mackesey
Office of the County Attorney

AGREEMENT FOR TROLLEY OPERATIONS AND RELATED SERVICES

THIS AGREEMENT FOR TROLLEY OPERATIONS AND RELATED SERVICES ("Agreement") is entered into on this 10th day of June 2021 (the "Execution Date"), by and between Pinellas Suncoast Transit Authority, an independent special district ("PSTA"), with its principal place of business at 3201 Scherer Drive, St. Petersburg, FL 33716, and Jolley Trolley Transportation of Clearwater, Inc. ("Contractor"), with its principal place of business located at 410 North Myrtle Avenue, Clearwater, Florida 33755 (collectively referred to as the "Parties").

WHEREAS, PSTA's Board of Directors has waived the requirement of PSTA's procurement policy that the services being sought in this Agreement be competitively procured; and

WHEREAS, PSTA is firmly committed to emission reductions in its transportation operations and is continuously exploring the long-term electrification opportunities of its fleet and infrastructure; and

WHEREAS, a favorable regulatory environment, the availability of federal and state funding, and the advancement and availability of electronic vehicle technology ("EV") are making it easier and cost-effective for transit agencies to deploy electric buses, vehicles, and related infrastructure; and

WHEREAS, electrifying an entire fleet is a complex transition that requires appropriate planning and cooperation of all PSTA's partners, such as Contractor; and

WHEREAS, the Parties wish to work to electrify Contractor's fleet of trolleys used on PSTA service.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein by reference.
2. **SCOPE OF WORK.** Contractor shall provide trolley operations and related services in accordance with the specifications, tasks, and scope of services set forth in **Exhibit 1** to this Agreement (the "Services"). Contractor acknowledges that it has read the specification for the Services and understands them. Nothing contained in this Agreement or any of its exhibits or attachments shall be construed as a guarantee or implication as to any minimum quantity of services that Contractor will provide or for which it will be compensated. It is further understood and agreed by the Parties that Contractor, in the performance of the Services, is subject to the control and direction of PSTA as to the designation of tasks to be performed and the results to be accomplished for the Services, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use PSTA facilities, space, equipment or support services in the performance of the Services, this use shall be at Contractor's sole discretion based on Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contractor, PSTA does not require that Contractor use PSTA facilities, equipment or support services or work in PSTA locations in the performance of the Services.
3. **TERM OF AGREEMENT.** This Agreement shall commence and be effective on October 1, 2022 (hereinafter the "Effective Date") and shall remain in effect for ten (10) years, terminating on September 30, 2032, unless terminated sooner as provided herein ("Contract Term"). A "Term Year" shall mean each

twelve (12) month period commencing on October 1 and ending on September 30 of each year during the term of the Agreement.

4. TERMS OF PERFORMANCE.

4.01 *Time for Performance.* Contractor shall begin providing the Services on the Effective Date and shall continue throughout the Contract Term. Time is of the essence in performing the Services under this Agreement.

4.02 *Representatives; Relationship of Parties.* Prior to the start of any work under this Agreement, Contractor shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Agreement, to PSTA in writing ("Contractor's Representative"). Such designation shall include the contact information (including phone numbers) of Contractor's Representative. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Agreement ("PSTA's Project Manager"). Such writing from PSTA may include the specific duties of each individual and each representative's limits of authority. The Parties acknowledge that the relationship created by this Agreement is of independent contractors and neither party shall have the ability or authority to bind the other party to any other contract or obligation. Contractor shall have no authority to and shall not pledge PSTA's credit or in any way render PSTA a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

4.03 *Non-exclusive contract.* PSTA specifically reserves the right to contract with other entities for the Services or for similar services and products if it deems, in its sole discretion, such action to be in PSTA's best interest. Contractor may also perform services for additional persons or companies, in Contractor's discretion.

4.04 *Licenses and Permits.* Contractor shall secure all necessary licenses and permits that may be necessary to perform the Services under this Agreement. PSTA shall not be held responsible in the event Contractor fails to meet any local or state regulation, or to secure any permits or licenses required to provide the Services under this Agreement. Any such failure shall be considered a material breach of the terms and conditions of this Agreement.

4.05 *Contractor Responsibility.* Contractor shall provide Services of first quality in accordance with customary standards of the industries involved in the Services. The Services shall be high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services. Contractor hereby assumes responsibility for all materials, equipment, and processes used in providing the Services. Contractor represents and warrants that it has no obligations or indebtedness that would impair its ability to perform the Services under this Agreement.

4.06 *Compliance with Laws.* Contractor shall be solely responsible for being familiar with and complying with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including but not limited to those set forth in this Agreement, and that, in any manner, could bear on the Services including, but not limited to, data privacy laws, all rules and regulations related to safety and compliance therewith including but not limited to those applicable to conflict of interest and collusion, Executive Order No. 11246 entitled "Equal Employment

Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60). PSTA and PSTA’s Project Manager will communicate directly with Contractor’s Representative and shall have no authority to direct, oversee, or instruct Contractor’s employees, subcontractors, or materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Agreement shall not relieve Contractor of its obligations to comply with all laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations.

4.07 *Suspension of Services.* PSTA may, in its sole discretion, suspend or delay all or part of the Services provided by Contractor under this Agreement upon written notice to the Contractor. Such notice shall specify the nature and expected duration of the suspension or delay. Contractor shall resume providing services upon written direction from PSTA.

4.08 *Transitioning to a Subsequent Contractor.* Contractor shall cooperate and participate in transitioning the Services to a new subsequent contractor upon termination or expiration of this Agreement. Contractor shall participate in meetings with PSTA and the other contractors, transfer records, and take all other actions necessary to transition its duties no less than one hundred twenty (120) calendar days prior to the start of services provided by a new contractor (the “Transition Period”). Contractor shall participate in the smooth transition of the Services to ensure that the transition results in minimum disruption of the Services and PSTA’s operations. During the Transition Period, Contractor shall comply with all of PSTA’s requests related to the transition and in the timeframe designated by PSTA.

5. **COMPENSATION.** In consideration of Contractor’s faithful performance of the Services, PSTA agrees to pay Contractor on a per revenue hour basis according to the costs and methods set forth in **Exhibit 3**, as reduced by any deductions for late trips, missed trips, hold times, and/or erroneous reporting, and any Liquidated Damages pursuant to section 12.04 of this Agreement, all as determined by PSTA. Total costs per revenue hour and any discounts shall be held firm throughout the duration of the Contract Term and any Extension Terms, unless otherwise agreed upon in writing by the Parties. The total amount of compensation paid to Contractor pursuant to this Agreement shall not exceed Thirty-Nine Million Dollars (\$39,000,000). **Exhibit 2** identifies Contractor’s fixed costs, which PSTA will make a monthly payment prior to the first of each month, and Contractor’s variable costs as identified in Exhibit 3, which will be the basis of a payment made by PSTA after the end of each month based on the service provided by Contractor in the prior month. Each Term Year during the term of this Agreement, the Parties will mutually agree to the Contractor’s fixed costs for the upcoming Term Year, which will be reduced accordingly to account for any Electric Trolleys provided by PSTA to Contractor pursuant to Paragraph 16 of **Exhibit 1**, Scope of Services. An amount equal to the cost of an equivalent diesel trolley for the Term Year according to the vehicle replacement schedule in Exhibit 2 shall be deducted from the Contractor’s fixed costs paid by PSTA in equal amounts over the ensuing twelve (12) months after Contractor’s receipt of the Electric Trolley provided by PSTA. (As an example, assume that PSTA’s fixed cost payments to the Contractor are \$200,000 due on the first of every month. PSTA provides an Electric Trolley to the Contractor in the third Term Year when the cost of replacing an equivalent diesel trolley is \$240,000. In the subsequent 12 months, PSTA’s fixed price payments will be reduced from \$200,000 to \$180,000 ($\$240,000 / 12 \text{ months} = \$20,000$) for the following 12 months. After those 12 months expire, the fixed price payments return to \$200,000). Any Electric Trolleys provided by PSTA to Contractor pursuant to Paragraph 16 of Exhibit 1, Scope of Services, shall include the provision of a depot charging unit for each Electric Trolley.

Contractor will install the depot charging units at existing conduit installed at base of operation at Contractor's expense.

5.01 *Invoices.* All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA, including but not limited to the PSTA Purchase Order Number, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
Purchase Order #: _____
3201 Scherer Drive
St. Petersburg, Florida 33716
Or via E-Mail: Accountspayable@psta.net

5.02 *Payment Due Date.* All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date is calculated from the time PSTA Accounts Payable Accountant has received and accepted the invoice pursuant to the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the accepted date.

5.03 *Disputed Invoices.* In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. Contractor shall have thirty (30) days from the date of payment to challenge any payments from PSTA.

5.04 *Tax-exempt.* PSTA does not pay sales or use tax and will provide sales tax exemption certificate at the written request of Contractor, where necessary.

5.05 *Billing Documentation.* In addition to all billing requirements and documentation required for compensation under this Agreement, PSTA will provide to Contractor a maximum number of monthly revenue hours and maximum amount of additional "plug" revenue hours that may be used throughout the applicable fiscal year. The maximum provided by PSTA is an estimate only and Contractor shall only be compensated for actual revenue hours completed in any given month. Additionally, Contractor shall not be eligible for any compensation above the maximum number of annual revenue hours provided by PSTA unless Contractor: (1) notifies PSTA as soon as it is aware, or should be aware, that additional hours will be required; and (2) submits sufficient backup and documentation justifying any increase in revenue hours. The approval of such additional hours shall be in the sole and absolute discretion of PSTA.

6. COVENANTS AGAINST GRATUITIES.

6.01 *Contractor Gratuities.* Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating Contractor's performance under this Agreement.

6.02 *Driver Requirements.* Contractor shall prohibit and ensure that no representative, employee, contractor, driver, or any person providing the Services under this Agreement shall not solicit any gratuity, tip, or compensation from any rider who is receiving Services provided under this Agreement.

7. ASSIGNABILITY; SUBCONTRACTING; EMPLOYEES.

The terms and provisions of the Agreement shall be binding upon PSTA and Contractor, their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

7.01 *Written Approval Required.* The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA.

7.02 *Responsibility for Subcontractors.* If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to PSTA. In the event of any noncompliance by any assignee or subcontractors, Contractor shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs. Contractor shall require all subcontractors performing or contributing to the Services under this Agreement to keep written records in reasonable detail of all services performed and to maintain all books, data information and records in a form that will support the subcontractor's invoice billed to the Contractor.

7.03 *Assignment by PSTA.* PSTA may assign its rights and obligations under the Agreement to any successor to the rights and functions of PSTA or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent PSTA deems necessary or advisable under the circumstances.

7.04 *E-Verify.* Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the services provided pursuant to the Agreement.

7.05 *Employees.* Contractor is an independent contractor and no relationship of employer-employee exists between the Parties for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable as employees of PSTA. PSTA is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. Contractor shall be solely responsible for paying all of its subcontractors, employees, payroll taxes, and/or benefits. If, in performing the Services, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors. Contractor shall be solely

responsible for satisfying all obligations that may be owed its employees, whether derived from statute, regulation or agreement, throughout this Agreement and after expiration or termination of this Agreement, however terminated.

7.06 *Criminal History Checks.* Contractor shall ensure that all employees, subcontractors, and subcontractor employees have completed a fingerprint based criminal history check, which shall include Level 2 Background Screening pursuant to section 435.04, Florida Statutes. Contractor shall not charge any additional fees or expenses for such background checks.

10. DELAY IN PERFORMANCE/FORCE MAJEURE.

10.01 *Time of the Essence.* Time is of the essence for all Services provided under this Agreement. If Contractor fails to promptly provide the Services under this Agreement, PSTA may terminate this Agreement immediately, purchase substitute services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

10.02 *Force Majeure.* Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, governmental act, law, ordinance, rule or regulation, or events which are not the fault or are beyond the control of the party. Notwithstanding the foregoing, Force Majeure shall not include strikes or labor disputes.

10.03 *Unavoidable Delay.* In the event there is a delay in performance that is not reasonably expected to occur, including but not limited to delays in connection with Contractor's suppliers or agent thereof, that are substantial enough to cause delay of Services to PSTA, Contractor shall notify PSTA immediately and in no event more than ten (10) days of Contractor being made aware that such event has occurred, or when Contractor should be aware that such event has occurred, and request extended time for completion. PSTA shall review the request and determine whether it is appropriate. PSTA shall respond to Contractor in writing within ten (10) days of receipt of Contractor's request for extension and, if granted, shall extend the time for completion for the determined number of days attributable to the unavoidable delay. Contractor shall not be entitled to any damages or compensation and shall not be reimbursed by PSTA for losses on account of delays or hindrances resulting from any cause including, but not limited to, any actions which result in change in scheduling, changes in the scope of services, or increases in the cost of performing the Services.

11. TERMINATION OF AGREEMENT.

This Agreement may be terminated with or without cause in accordance with the provisions below.

11.01 *Without Cause.* For and in consideration of \$10.00, if PSTA determines that it is in its best interest to do so, PSTA may terminate this Agreement without cause and without penalty or expense to PSTA, upon ninety (90) days' written notice to Contractor. If PSTA terminates this Agreement pursuant to this subsection, Contractor shall promptly submit to PSTA its costs to be paid for services performed up to the date of termination. If Contractor has any property belonging to PSTA in its possession, Contractor shall account for the same and dispose of it as directed by PSTA.

11.02 *With Cause.* PSTA may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (1) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Agreement; (2) Contractor fails to perform in the manner called for in the Agreement; or (3) Contractor does not provide services in accordance with the requirements of the specifications in the Agreement. PSTA will provide Contractor ninety (90) days' written notice in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Contractor shall state the conditions for Contractor's cure, if applicable. If Contractor fails to cure the defect in performance, or if it has received a written notice of termination to Contractor for the same issue more than two (2) times over the course of this Agreement, this Agreement may be terminated by PSTA immediately. Contractor agrees that any assessment or payment of Liquidated Damages as set forth in section 12.04 of this Agreement does not cure any defect in performance and does not adequately compensate PSTA for the damages and harm sustained from a pattern of substandard performance. Contractor may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Agreement, provided that Contractor must first provide notice of the alleged breach to PSTA and give PSTA ninety (90) days' written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the ninety (90) day cure period, Contractor may not terminate this Agreement.

11.03 *Effect of Termination.* Upon expiration or termination of this Agreement, however terminated, and final payment for the Services rendered in accordance with the Agreement, PSTA shall have no further obligations or responsibilities to Contractor. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against PSTA arising out of this Agreement or otherwise relating to the Services, except those identified in writing by Contractor to PSTA prior to receipt of final payment. Neither the acceptance of the Services nor payment by PSTA shall be deemed to be a waiver of PSTA's rights or remedies, including but not limited to the right to enforce the warranties provided by Contractor in this Agreement, any obligations of Contractor under this Agreement, or to the recovery of damages for failure to provide the Services in accordance with the Agreement.

11.04 *Force Majeure.* If it is later determined by PSTA that Contractor's failure to perform was a result of a Force Majeure, PSTA may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 11.01 of this Agreement.

11.05 *Appropriation.* In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, PSTA shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.

11.06 *Waiver of Remedies for any Breach.* In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

12. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

12.01 *Disputes.* Disputes raised by Contractor which are not resolved amicably by the Parties, shall be decided in writing by PSTA's Director of Procurement. This decision shall be final and

conclusive unless, within ten (10) days of Contractor's receipt of the decision of PSTA's Director of Procurement, Contractor has furnished a written notice of appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be binding upon Contractor and Contractor shall abide by the decision.

12.02 *Performance during Dispute.* Unless otherwise directed by PSTA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

12.03 *Claims for Damages.* Should Contractor suffer injury or damage to person or property because of any act or omission of PSTA or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to PSTA within ten (10) days after the first observance of such injury or damage.

12.04 *Liquidated Damages.* Contractor acknowledges and agrees that the damages PSTA will suffer as a result of Contractor's failure to provide the Services in accordance with the terms set forth in Paragraph 19(B) of Exhibit 1 to this Agreement are not readily ascertainable and would be incapable to quantify. As such, PSTA shall be entitled to liquidated damages as set forth in Paragraph 19(B) of Exhibit 1 to this Agreement ("Liquidated Damages"). Notwithstanding any other provision of this Agreement, Liquidated Damages shall begin to accrue from the date of the breach and shall not be affected by any cure period or grace periods. The Parties acknowledge that the Liquidated Damages are reasonable, are based on the anticipated harm caused by such breach, and are not a penalty. PSTA may, in its sole discretion, upon thirty (30) days' written notice to Contractor, deduct Liquidated Damages from Contractor's invoices for any amounts due or which may become due under this Agreement.

12.05 *Rights and Remedies.* The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12.06 *Attorneys' Fees.* In the event of legal action or other proceeding arising under this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all its reasonable attorneys' fees and cost incurred by the prevailing Party in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against one of the Parties. The prevailing Party also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the prevailing Party. The reasonable costs to which the prevailing Party will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

13. INDEMNIFICATION.

13.01 General. The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, loss of use, or Contractor's violation or alleged violation of any third parties' trade secrets, proprietary information, trademark, copyright, patent rights or first amendment rights arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. All obligations contained in this section shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under the Agreement.

13.02 Control of Defense. Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third-party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished records and information, and shall attend any conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

14. INSURANCE.

Before beginning any work under this Agreement, Contractor shall obtain insurance as specified in below at Contractor's sole expense and shall provide PSTA with proof of insurance as specified therein. Contractor shall maintain such insurance throughout the entire Contract Term and any Extension Terms.

All insurance renewal certificates must be on file with PSTA no less than fifteen (15) business days prior to the expiration of the current policy with the approved endorsements.

Delays in commencement due to failure to provide satisfactory evidence of insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event Contractor has subcontractors, including independent contractors, perform any portion of the work in the Contract Documents; either Contractor shall name those subcontractors and independent contractors as "additional insured" or each Subcontractor and independent contractor shall be required to have the same insurance requirements as Contractor. Insurance must be maintained throughout the entire term of this Agreement, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or until termination of this Agreement. For services with a "Completion Operation Exposure", Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "B+" as assigned by AM Best. Contractor shall provide PSTA with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements to PSTA's Purchasing/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Contractor has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Procurement/Risk Management Department shall recognize and honor such status. Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on Contractor's Excess Insurance Program. If Contractor participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. Contractor shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

- A Certificate of Insurance with the additional insured endorsement.
- A Certified copy of the actual insurance policy.
- The Most Recent Annual Report or Audited Financial Statement (Self-Insured Retention (SIR) or deductible exceeds \$100,000).

PSTA, at its sole option, has the right to request a certified copy of policies required by this Agreement. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the PSTA, if requested by the PSTA, Contractor shall, within thirty (30) days after receipt of a written request from the PSTA, provide the PSTA with a certified copy or certified copies of the policy or policies providing the coverage required herein. Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

The acceptance and approval of Contractor's Insurance shall not be construed as relieving Contractor from liability or obligation assumed under this Agreement or imposed by law. PSTA, Board Members, Officers and Employees will be included "Additional Insured" on all policies, except Workers' Compensation.

Should at any time Contractor not maintain the insurance coverages required by this Agreement, PSTA may either cancel or suspend delivery of goods or services as required by Contractor or, at its

sole discretion, shall be authorized to purchase such coverage and charge Contractor for such coverage purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverages purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverages shall in no way be construed to be a waiver of its rights.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that Contractor is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by Contractor, Contractor has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by Contractor occurs, or alternately find Contractor to be in default and takes over the protective measures as needed.

The insurance provided by Contractor shall apply on a primary basis to any insurance or self-insurance maintained by any participating agency. Any insurance, or self-insurance, maintained by a participating agency shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, PSTA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of PSTA and PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and PSTA's board members, officer(s) or employee(s).

All insurance policies shall include waivers of subrogation in favor of PSTA, from Contractor and Contractor will ensure the compliance with any subcontractors.

I. Project Specific Insurance Requirements - The following policies and minimum coverage shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for services with a Completed Operations exposure, are as follows:

- A. Commercial General Liability Insurance:** including, but not limited to, Independent Contractors, Supplier Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Contractors).

Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations

- (iii) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage
- (vi) \$1,000,000 Aggregate

An Occurrence Form Policy is preferred. If coverage is a Claims Made Policy, provisions should include for claims filed on or after the Effective Date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of two (2) years following the expiration of this Agreement.

- B. **Vehicle Liability Insurance** - Recognizing that the work governed by the Contract Documents requires the use of vehicles, Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum, liability coverage for:
- Owned, Non-owned, and Hired vehicles and with the minimum limits at \$1,000,000 Combined Single Limit (CSL).

This policy should not be subject to any aggregate limit.

- C. **Workers' Compensation Insurance.** Prior to beginning work, Contractor shall obtain Workers' Compensation Insurance with limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. Contractor shall maintain throughout and will remain in force during the term of this Agreement for all employees engaged in work under this contract.

The Employers' Liability Insurance with limits no less than:

- \$500,000 Bodily Injury by Accident
- \$1,000,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee.

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against all participating agencies, and their respective officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with all participating agencies, and their officers and employees scheduled thereon.

If not covered under the Contractor's workers compensation policy, Subcontractor or Independent Contractors shall provide proof of coverage or exemption status to be maintained by Contractor.

- D. **Commercial Crime Coverage.** Contractor shall purchase and maintain, throughout the term of this contract, Commercial Crime Coverage, to pay for losses to PSTA property or money caused by employee dishonesty, theft or robbery of money inside the premises and loss, theft or robbery of money outside the premises.

The minimum limits shall be:

- \$20,000 per occurrence / \$50,000 Aggregate

15. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, Florida Statutes, for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. PSTA may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of the Contractor to promptly supply information in connection with an inquiry or the conviction of a public entity crime may be grounds for termination of this Agreement.

16. MISCELLANEOUS PROVISIONS.

16.1 Venue and Jurisdiction. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

16.2 Entire Agreement. This Agreement, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids and/or understandings. There are no representations or warranties unless set forth in the Agreement.

16.3 Public Records Requirements. Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Contractor acting on behalf of PSTA, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by PSTA in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that PSTA would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to PSTA all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide PSTA with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to PSTA in a format that is compatible with the information technology of PSTA. If Contractor does not comply with a public records request, PSTA may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of PSTA.

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:

Telephone number: 727-540-1806

E-mail address: rcappolla@psta.net

Mailing address: 3201 Scherer Drive, St. Petersburg, FL 33716

16.4 *Interest of Members of or Delegates to Congress; conflicts of interest.* No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to receive any benefit there from. Contractor represents and warrants that no public officers or procurement employees have a material ownership interest in Contractor and this Agreement is not otherwise prohibited by part III, chapter 112, Florida Statutes. Contractor further represents and warrants that its current business dealings will not conflict in any manner with Contractor's performance of the Services. Contractor shall promptly notify PSTA's Project Manager of any potential conflicts of interest which may arise throughout this Agreement with respect to any prospective business association, interest or other circumstance which may influence, or appear to influence, the Contractor's judgment or quality of the Services. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of PSTA as to whether the association, interest or circumstance would, in the opinion of PSTA, constitute a conflict of interest if entered into by the Contractor. PSTA agrees to notify Contractor of its decision within thirty (3) days of receipt of notification by Contractor. If, in the opinion of PSTA, the prospective business association, interest or circumstance would not constitute a conflict of interest, PSTA shall so state in the notification and Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to the Services.

16.5 *Notices.* All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To PSTA:

Pinellas Suncoast Transit Authority
Attn: Brad Miller, CEO
3201 Scherer Drive
St. Petersburg, FL 33716

With required copy to:

Alan S. Zimmet, General Counsel
Bryant Miller Olive
One Tampa City Center
Suite 2700
Tampa, Florida 33602
Phone: (813) 273-6677
Fax: (813) 223-2705

To Jolley Trolley:

Jolley Trolley Transportation of Clearwater, Inc.
Rosemary Windsor, CEO
410 North Myrtle Avenue
Clearwater, FL 33755

With required copy to:

Carol Hague, Board Secretary
Jolley Trolley Transportation of Clearwater, Inc.
410 N Myrtle Avenue
Clearwater, FL 33755
Phone: (727) 439-6212
Fax: (727) 443-3655

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

16.6 *Severability.* If any one or more of the provisions of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Agreement shall be treated as though that portion had never been a part thereof.

16.7 *Modification.* The Agreement may not be amended or altered without prior written approval by PSTA and which is signed by the Parties. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Agreement and signed by PSTA.

16.8 *Headings and Section References.* The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

16.9 *No Third Party Beneficiaries.* This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents of PSTA or citizens of its service area, nor shall it be construed as enforceable by any third parties.

16.10 *Authorization.* Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

16.11 *Mutual Drafting.* This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

16.12 *Counterparts.* This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

16.13 *Electronic Signatures.* This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the Execution Date.

CONTRACTOR:

By:  CEO
Name and Title

PSTA:

By: _____
Brad Miller, CEO

Date: 06/10/2021

Date: _____

WITNESS:

Attest:

By: Caree Denoff, Executive Assistant

By: _____

Name and Title

Approved as to form:

By: _____

Alan S. Zimmet, General Counsel

By Alan S. Zimmet at 11:41 am, 6/11/21



Exhibit 1
Scope of Services

Introduction

Contractor shall supply the facility, vintage trolley vehicles and staff for the administration and operations for the required trolley services. Contractor will provide start-up expertise, cost, services, system management, all vintage trolley vehicles, personnel, facilities, fuel and services required for operation and maintenance of the service for all Contractor owned or leased vehicles. Contractor services shall include, but not be limited to, vintage trolley transit vehicles and services support vehicles, drivers, maintenance personnel, security, dispatchers, supervisors and the physical facilities and equipment necessary to operate a transit system, including garage, if applicable, and office facilities.

2. Definitions

Accident: As defined by FTA, in connection with a PSTA trip.

ADA: Americans with Disabilities Act (ADA) of 1990 and CFR 49 Subtitle A Part 37.

Dispatch/Dispatchers: The operational function and the person(s) responsible for job duties which include radio dispatch of and communication with drivers and ensuring no missed trips.

FTA: The Federal Transit Administration.

General Transit Feed Specifications (GTFS): The General Transit Feed Specifications (GTFS), also known as GTFS static or static transit to differentiate it from the GTFS real time extension, defines a common format for public transportation schedules and associated geographic information. GTFS “feeds” let public transit agencies publish their transit data and developers write applications that consume that data in an interoperable way.

Incident: Any non-vehicular occurrence outside the normal which occurs in connection with a PSTA service (i.e. slip/fall); any vehicular damage not defined above as an “accident”; or an altercation with or between passengers, or any bodily injury that is not received during a defined accident.

Key Personnel May include: General Manager, designated Project Manager, Personnel Manager, Operations Manager, Customer Service Manager, Account Manager, Administration, Driver Trainer, Safety/Risk Manager and Systems Manager or similar positions over a functional aspect of the PSTA contract.

Missed Trip: A missed trip occurs when the Contractor does not complete a scheduled run.

National Transit Database (NTD) Reporting and Other Miscellaneous Reports: PSTA requires that Contractor collect and maintain all data required by the National Transit Database (NTD) related to the provision of service. PSTA reserves the right to establish a reporting process for and to specify the data to be collected and maintained by the Contractor.

Near Field Communications (NFC): Near field communication is a set of ideas and technology that enables smartphones and other devices to establish radio communication with each other by touching the devices together or bringing them into proximity to a distance of typically 10 cm (3.9 in) or less.

On-Time Performance: Route is operating in accordance with the advertised time-points. This is also defined as a trip operating no more than zero (0) minutes early nor five (5) or more minutes late.

Passengers per Vehicle Revenue Hour: Calculated by dividing all completed passenger trips by the number vehicle revenue hours.

Contractor: Means the individual, firm, company, corporation, partnership, or association executing the Contract as an entity providing the services specified in this Agreement.

Contractor Supplied Vehicles: Any vehicle supplied by Contractor for use in the provision of PSTA's service. PSTA will not supply any vehicles needed for these services.

Revenue Vehicle: Any vehicle utilized by the Contractor to provide services to customers where revenue or some form of fare media is collected.

Related Parties: Affiliates of the Contractor; entities for which investments are accounted for by the equity method by the enterprise; trusts for the benefit of employees, such as pension and profit sharing trusts that are managed by or under the trusteeship of management; principal owners of the Contractor; its management; members of the immediate families of principal owners of the Contractor and its management; and other parties with which the Contractor may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. Another party also is a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

Revenue Hours (Vehicle): The hours that the vehicle travels while in revenue service. Vehicle revenue hours (VRH) include the hours from revenue service only. Vehicle revenue hours exclude; deadhead, driver training, and maintenance testing.

Revenue Miles (Vehicle): The miles that the vehicle travels while in revenue service. Vehicle revenue miles (VRM) include the miles from revenue service only. Vehicle revenue miles exclude; deadhead, driver training and maintenance testing.

Revenue Service: The time during which service is operated where any vehicle and driver is available to receive payment for providing transportation.

Service Performance Standards: Criteria established by PSTA for service delivery. Every effort must be made by Contractor to meet these standards. The assessment of incentives and liquidated damages will be based on the Contractor's ability to meet these standards.

Supplier: The Supplier refers to the individual, entity, firm, company, corporation, partnership, or association contracted to provide the services for PSTA defined within this Agreement.

Trip: The act of transporting one person from one location to another.

Vintage Trolley Vehicle: A transit vehicle with more than 20 passenger capacity that is designed to replicate a trolley vehicle operated circa the early 1900's.

3. Service Area and Hours of Operations

The trolley routes operate in one of the highest tourist corridors in Florida and as such, are subject to substantial increase in demand during the various peak seasons of the year, most notably mid-February to mid-April. The current service includes three (3) routes: North Beach, South Beach and Coastal. The Beach routes operate every half hour from 9:42 a.m. until 11:52 p.m. Monday through Sunday, three-hundred sixty five (365) days per year. The Coastal route operates from Downtown Clearwater through Dunedin and Palm Harbor to Tarpon Springs on an hourly basis from 8:25 a.m. until 1:00a.m., three-hundred sixty (365) days per year. Additional routes may be added in the future.

PSTA at its sole discretion retains the right to amend route alignments, stop locations, or hours of in-service operation from time to time.

PSTA reserves the right to modify the service level as specified herein. If the proposed increase or decrease in the service is greater than twenty percent (20%) of the original service levels, based on service hours, then the price will be re-negotiated between PSTA and Contractor. If the proposed increase or decrease is less than 20% there will not be a change in cost.

4. Revenue Fleet Requirement

A preliminary run of the headway of the operations for half hour service is indicative of regular operations for the greater part of the year and would warrant a fleet of eight (8) revenue vehicles. The operating experience to date indicates an increase in service requirements by approximately 25% during spring break and holiday season on some routes and close to doubling the service on others. An additional four (4) vehicles should be considered to meet the peak season requirements. These totals do not include the spare ratio for this type of fleet. The spare ratio of vehicles should not exceed 20%.

5. Facility

Contractor is responsible for providing a suitable facility that will accommodate its vehicles, staff and necessary equipment to provide the service. The facility shall be in a location that will minimize the impact on deadhead operations and allow for prompt response to service needs and road calls in the required service area. PSTA reserves the right to inspect Contractor's facility at any time during the contract period.

Contractor's new facility shall be built in a way that does not preclude, but rather accommodates the use of electric battery powered, zero-emission trolley buses ("Electric Trolleys") or any other electric vehicles, and shall include the ability to charge the vehicles when they are parked at the facility. The facility's electric utility capacity shall be designed to be expandable as more Electric Trolleys are introduced to the fleet. Contractor shall be responsible for adding charging stations, as necessary, to accommodate the Electric Trolleys that Contractor purchases pursuant to paragraph 16 below. All concrete surfaces and structures, and trolley-related aspects of the facility shall be designed and built to handle the weight of the Electric Trolleys.

On or before May 15, 2021, Contractor shall provide PSTA with copies of the design plans for the new facility. PSTA staff shall provide its feedback and comments on proper electric trolley maintenance and charging facilities, back to Contractor within seven (7) business days of receipt of the design plans from the Contractor.

6. PSTA Furnished Equipment

A. PSTA Furnished Equipment

PSTA will provide and install the below equipment on the Contractor's revenue vehicles. The Contractor shall maintain, repair and protect all equipment, tools and materials provided by PSTA or supplied for the benefit of PSTA services. The equipment is the sole property of PSTA and therefore shall be returned to PSTA at the end of the contract. The Contractor cannot use the equipment for non-PSTA service.

The below equipment will be furnished to the Contractor by PSTA:

- Clever Devices on Board Bus AVL Equipment and all components of PSTA's Real-Time Information System. This includes seamless interfacing with Clever Devices software.
- INIT Smart Card Validators (ProxMobile3) and vehicle configurations. This includes seamless interfacing with INIT'S back office software.
- Automatic Passenger Counters (APC). PSTA currently uses Urban Transportation Associates (UTA) on board APC equipment and reporting software.

B. Contractor Required Equipment

- The Contractor is required to purchase, install and maintain an On-Board Video Surveillance System. All data from the video surveillance system must be maintain and accessible for a minimum of thirty (30) days.
- The Contractor is required to have Passenger WiFi access on all vehicles used for PSTA service. The Contractor is responsible for the WiFi modem/routers and cellular service.

7. Fare Structure, Handling and Compensation

Fares shall be determined by PSTA for all services. All fares shall be PSTA revenue. The Contractor shall develop a secure fare collection system that provides accountability of collection of fares. The Contractor shall have a secure location for storage of collected fares. Fare collection information including method of payment shall be documented and reported to PSTA. PSTA reserves the right to audit fare collection procedures at any time.

The Contractor shall:

- Accept all fare media by PSTA, including magnetic stripe, Universal Pass cards, and all eFare media (i.e. Smart Cards-mobile devices NFC) and mobile apps.
- Accept full and reduced cash fares on board in accordance with the PSTA Fare Structure.
- Issue day passes on board in accordance with PSTA Fare Structure.
- Provide fare boxes for on board fare collection and issuance of magnetic fare media.
- Count and report all fares collected. (Smart Card Technology provided by PSTA)
- Establish a reconciliation process for fares collected to be returned to PSTA.
- Have the option to sell additional fare types, i.e. 3-Day passes.
- Will ensure all drivers are aware of and adhere to the fare structure established by PSTA.

PSTA shall:

- Notify the Contractor of any proposed fare changes.
- Work with the Contractor for the conversion of fare media.
- Provide fare collection equipment related to the new Regional Fare Collection System (Smart Card and Mobile App Readers) as implemented throughout the PSTA system.

8. Planned Service

The planned service area for the initial contracted services can be found on PSTA's website at www.psta.net. Additional service may be required on established routes related to holidays, special events, emergency services, hurricane or similar evacuations or other public events as directed by PSTA. All services will be compliant with PSTA and ADA services as provided on all PSTA regular fixed routes.

From time to time, PSTA may request that the Contractor operate the transportation service beyond the fixed route schedule. This additional service may include, but will not be limited to, extended hours of service, and/or special routings during special events or to assist during periods after a natural disaster. The Contractor will provide the service as directed by PSTA and will be compensated at the revenue hour rate. The Contractor shall be available to PSTA, upon seventy-two (72) hours advance notice, when feasible. The Contractor agrees to provide vehicles and personnel to operate additional service.

Extended event service may be scheduled on any day of the week and at any hour when the event does not conflict with regularly scheduled service. All event services must be in accordance with PSTA Charter policies, terms, and conditions.

PSTA and the Contractor will agree on holidays or special events prior to the service being performed. Depending on the day of the week of a holiday or special event, the Contractor may be asked to operate a Saturday schedule or additional trips on the day of the holiday/event or the day before the holiday/event. Examples:

- New Year's Eve service will be extended to 2:00 a.m.
- Sundays before a Monday holiday will run Saturday service, such as Sundays before Memorial Day and Labor Day.
- Special Events to run Saturday service include, but are not limited to, Dunedin Mardi Gras, St. Patrick's Day and Cinco de Mayo.

PSTA is responsible for all Scheduling of the service. The Contractor shall:

- Participate in PSTA's planning process for the trolley service.
- Periodically make recommendations as to routes, fares, and service standards, subject to the determination and approval by PSTA.
- Provide for full vehicle run cutting and blocking, as needed. Contractor shall provide services at a minimum of four (4) hours per day per vehicle and a maximum of eighteen (18) hours per day per vehicle.
- Provide an interface for GTFS (General Transit Feed Specification, see Definitions section) schedule information import and export.

9. Dispatch

Contractor will provide dispatcher(s) as necessary to properly oversee the daily operation of PSTA's trolley service. The dispatcher(s) will ensure proper communication between the driver and dispatch to support the service requirements. At least one dispatcher will be on duty when any vehicle is in revenue service.

Dispatchers shall be sufficiently trained in all aspects of their position including but not limited to PSTA service requirements, the communication system and ADA regulations.

10. Complaints

Complaints received by PSTA will be sent to the Contractor electronically. The Contractor shall have primary responsibility for investigating and resolving all complaints and provide PSTA with the details of action taken to resolve and prevent recurrence of the problem within three (3) business days of receiving the complaint. The Contractor will be required to submit the complaint response back to PSTA electronically.

If PSTA determines that any Contractor personnel is involved in illegal or unethical activity, or contributes to an unsafe condition while operating the service, the Contractor shall comply with PSTA's request that the employee be prohibited from participating in PSTA service.

PSTA reserves the right to require the Project Manager and/or other appropriate staff to attend meetings with PSTA staff to address passenger complaints and comments as needed.

PSTA shall receive and document passenger compliments, comments and complaints. PSTA shall define complaint categories and calculate the number of service-related complaints.

The Contractor shall provide a description of the proposed process for reporting and addressing passenger complaints with their Proposal.

11. Staff Hiring, Retention, and Training Requirements

A. Applicable Law and Responsibilities

The Contractor will be solely responsible for payment of wages and benefits as well as for their wrongful acts of its employees or subcontractors. Contractor's personnel wages and work hours shall be in accordance with local, County, State, and Federal regulations affecting such personnel. PSTA will have the right to notify the Contractor of any problems or concerns involving the performance or conduct of any employee or Contractor's subcontractor who is participating in the provision of PSTA's service. Contractor shall respond immediately to any such notice by PSTA and shall take appropriate actions to remedy any problems or concerns including, where appropriate, termination or removal of such employee from provision of service for PSTA.

Without any expense to PSTA, the Contractor will comply with all applicable laws, regulations, rules and procedures, including, but not limited to, those regarding employer's liability, employee liability, workers' compensation, unemployment insurance, employment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees. Contractor will indemnify, hold harmless, and defend PSTA for any and all liability, damages, claims, costs (including reasonable attorneys' fees, and other expenses of any nature) arising from alleged violations of

such laws, regulations, rules, or agreements with labor organizations, or from any claims of subrogation provided for in such laws, regulations, rules or agreements or otherwise, personal practices, applicable local, state and federal laws related to labor and employment and any applicable labor agreements.

Contractor shall require in their policy and procedures that all employees and subcontractors self-report any arrests and convictions during their employment.

B. Hiring

Contractor shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Department of Motor Vehicles license check, criminal record checks and pre-employment drug screening sufficient to meet applicable requirements for all services. PSTA encourages the hiring of bi-lingual, English and Spanish, employees.

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing the use of the system to confirm the employment eligibility of all new persons employed by the Contractor during the term of the contract.

C. Retention

The Contractor shall be solely responsible for the satisfactory work performance of all employees described in this Agreement or any reasonable performance standard established by PSTA. Contractor shall have a personnel program, which includes recruitment, hiring, training, retention and performance reviews. It is of paramount interest to PSTA and in the best interest of its passengers that the Contractor's employees and subcontractors are not only properly trained but gain hands-on experience in their craft. It is PSTA's belief that a high turnover rate reduces overall service quality through lack of efficiency and familiarity with the areas in which they operate. In order to indicate the level of commitment a Contractor would have to encourage retention and longevity of its employees and subcontractors, Contractor shall submit a plan to accomplish this as part of the proposal.

D. Employee Conduct

Contractor will ensure that all of its employees and subcontractors present a neat appearance and conduct themselves in a courteous, professional, and efficient manner at all times.

In the event that any employee or subcontractor is found not to be courteous or not to be performing properly the services required by the Contract, Contractor shall take necessary corrective measures.

All employees and subcontractors who are likely to be in contact with the public are to be trained by Contractor to give accurate information concerning all PSTA's fares and services.

Additionally, drivers shall meet the following requirements and observe the following minimum rules.

-  Do not solicit or accept gratuities of any kind.
- Be sensitive to the special needs of the passengers with disabilities and all persons contacted in the performance of the job.
- Speak, understand, and write the English language.
- Smoking, including e-cigarettes, or use of tobacco products is prohibited within any vehicle used to deliver service under this Contract.
- Be identified by an ID, which shall be worn on the outer garment during all service hours.
- Not allow any animals, except service animals on vehicle. Small domestic animals are allowed provided they are contained in an enclosed animal carrier.
- Use or possession of a cellular, Wi-Fi, or Blue Tooth enabled or other personal electronic devices while driving or in service is prohibited. All cellular, Wi-Fi, or Blue Tooth enabled devices must be powered off while the vehicle is being driven.
- Passengers must never be kept waiting, except for drivers to maintain scheduled headways.
- Drivers shall be dressed and groomed appropriately. Further, all drivers shall wear a uniform acceptable to PSTA. Drivers and/or any other employee in contact with passengers shall wear identification tags clearly displaying their first name only while performing their duties.
- Drivers are required to adhere to and maintain the scheduled frequency of trips (headways).
- Drivers are required to have a thorough knowledge of and abide by all traffic regulations along the route.
- Drivers need to be sensitive to ridership comforts, such as the interior temperature of their respective vehicle, cleanliness of vehicles, etc. It is imperative that the on-board air conditioning unit function properly (at all times) while the trolley is in service.

E. Driver Suitability

All drivers must meet the following qualifications at the time they begin to provide service to PSTA:

1. Continuous possession of a valid driver's license for the past seven (7) years.
2. No Driving under the Influence (D.U.I) or Driving While Intoxicated (D.W.I.) convictions for the past seven (7) years.
3. Negative drug screens for at least the last seven (7) years.
4. No more than seven (7) points assessed on their driving record in the past forty-eight (48) months.
5. Possession of a valid Commercial Driver's License (CDL), State of Florida Driver's License with a passenger endorsement, which is appropriate for the passenger capacity and gross weight of the vehicle being operated by that driver. Drivers must pass all applicable medical exams.

6. All drivers providing service for PSTA shall be required to complete an eight-hour ADA sensitivity/passenger assistance program, which shall be approved by PSTA, and paid by Contractor.
7. Before hiring or assigning staff for PSTA services, the Contractor shall have conducted a national criminal background check. Said check shall be conducted for a period of seven (7) years prior to the date of hire and extending up to a date not more than four (4) weeks prior to the date of hire. No person who has been convicted of any felony or misdemeanor for a crime against a person shall be assigned to PSTA's contract.

Failure to disclose any criminal conviction to PSTA will disqualify the driver and may result in termination of the Contract. The Contractor must report to PSTA any driver operating under the contract who is arrested for public offenses during the course of their employment, including being arrested for traffic related offenses. A driver will be disqualified from operating a vehicle under the Contract for criminal misconduct if they have been convicted of any offense listed below. This list is a representation, and is not all-inclusive.

- a. Operating a motor vehicle while under the influence of alcohol, a narcotic drug, or derivatives of narcotic drugs.
- b. A crime involving the transportation, possession, sale or possession for sale, or unlawful use of a narcotic drug, or derivatives of narcotic drugs.
- c. A felony or misdemeanor involving moral turpitude.
- d. A felony for abuse, neglect, or exploitation of elderly persons and disabled adults.
- e. A felony or misdemeanor involving violence.
- f. Leaving the scene of a traffic accident resulting in personal injury or death.
- g. A felony involving the use of a motor vehicle.
- h. A felony or misdemeanor involving a firearm.
- i. Any person determined to be mentally disabled under Florida law or under similar provision of law of any state.
- j. Any person required to register as a sex offender under Florida law or under similar provisions of law of any state.
- k. Drivers with a suspended or revoked license may not provide service under the contract.

F. Drivers

The Contractor shall be responsible for anticipating required driver staffing levels and ensuring that sufficiently trained and qualified drivers are available to operate scheduled services. Contractors must meet all Florida Department of Highway, Safety and Motor Vehicles for scheduling drivers work hours at all times, including peak service times.

Contractor shall provide a copy of each driver's driving record based upon the Florida Department of Highway, Safety and Motor Vehicles in order to verify driving history upon request. Contractor shall initially be required to show proof of items a. through j. above, for any and all drivers who will be assigned to provide service to PSTA passengers. After a driver meets these qualifications, the Contractor shall be responsible for monitoring the driver's driving record on a continuous basis.

PSTA reserves the right to request, in writing, that the Contractor remove a driver from operating in PSTA service upon presentation of documentation that the driver has engaged in an unsafe or illegal act or a violation of policies and procedures while serving PSTA passengers. PSTA also reserves the right to review all findings and issues prior to written approval for driver utilization in carrying PSTA passengers; this will also include all misdemeanors and felony offenses. However, the Contractor shall be solely responsible for supervising its drivers, employees, agents and supervisors, ensuring that they comply with all PSTA's requirements.

G. Employee Training

The Contractor shall provide a description of the training program of drivers, supervisors, dispatchers, customer service representatives, and maintenance personnel within their proposal. The number of annual hours of training and types of training to be provided for each position shall be specified. The Contractor shall be responsible for all costs relating to employment, training, and compensation it's personnel for this Contract.

Training requirements shall include formal classroom and behind the wheel training and include, at a minimum, the following:

- Safety, FDOT and/or FL Rule Chapter 1490 Related Training
- Customer Service Training
- Radio Procedure Training
- Wheelchair Securement Training
- Vehicle Lift/Equipment Training
- Defensive Driver Training
- Drug and Alcohol Program Training
- First Aid and CPR Training
- Reasonable Suspicion Training (Supervisors Only)

The Contractor shall also provide all drivers with refresher training as required or on an as needed annual basis.

Drivers shall be trained to operate all types of vehicles (including reserve vehicles owned or leased by the Propose) in the service, wheelchair lifts and harness systems and other equipment that they may be expected to use during service hours.

12. Management

The Contractor is required to identify a Project Manager who will be responsible for the satisfactory operation of all aspects of services provided under the Contract.

- A. The Contractor's Project Manager will serve as the point of contact for communication with PSTA and will attend all meetings with PSTA staff for contract coordination and other requirements when requested.
- B. At all times that service is in operation and whenever passengers are being transported the Contractor is required to have a staff capable of supervising service delivery and communicating with its staff, passengers, and PSTA.
- C. PSTA reserves the right to review the Contractor's key employee's qualifications and other personnel as PSTA deems necessary to fulfill the Contract.
- D. PSTA reserves the right to request the removal of the Project Manager and other key personnel, if PSTA determines that conditions so warrant removal from PSTA's Contract.
- E. The Contractor shall cooperate with PSTA and any other agency when audits are conducted on any aspect of the service such as the Drug and Alcohol program, FDOT and/or FTA Triennial Reviews.

13. Drug and Alcohol Program

The Contractor agrees to contract with or under PSTA's third -party administrator for drug and alcohol testing, in accordance with PSTA guidelines and procedures which comply with 49 CFR Part 40 and 655. Contractor shall produce any documentation necessary to establish its compliance with these federal regulations. Contractor shall also permit any authorized representative of the United States Department of Transportation and PSTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655. This includes any additional reviews of the testing process as required under 49 CFR Part 40.

The Contractor agrees further to certify annually its compliance with Part 655 before February 15th of each year to PSTA's DAPM or DER located at 3201 Scherer Drive, St. Petersburg, FL 33716. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

The Contractor agrees further to submit for review and approval upon request a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to submit upon request all documentation needed to verify compliance with Part 655, including but not limited to: Drug-Free Workplace Policy, Drug-Free Awareness Program, Correspondence / Notification to employees, Employee Assistance Program, selection of certified laboratory, substance abuse professional, Medical Review Officer, and the use of any consortiums.

14. Safety Program

The most important aspect of this service is safety. The Contractor shall provide a safety program including, at a minimum, elements regarding safety of employees and passengers. The Safety Program shall comply with any applicable State and Federal regulations.

A. System Safety Program Plan

Contractor shall develop and maintain a System Safety Program Plan (SSPP) as required by the FTA and Rule Chapter 14-90 Florida Administrative Code (Equipment and Operational Safety Standards for Bus Transit Systems). PSTA must approve SSPP prior to service start up and any subsequent revisions. Florida Rule Chapter 14-90 is included in Exhibit 4.

B. Security Program Plan

Contractor shall develop and maintain a System Security Plan (SSP) as required by FTA and Rule Chapter 14-90 Florida Administrative Code (Equipment and Operational Safety Standards for Bus Transit Systems). PSTA must approve SSP prior to service start up and any subsequent revisions.

C. Continuity of Operations Plan (COOP)

Contractor shall develop and maintain a Continuity of Operations Plan (COOP) to ensure there are operating procedures for recovery and continued operation of trolley services in case of an emergency, disaster, or other unforeseen event which may inhibit the normal operation of services.

D. Other Plan Requirements

Contractor shall develop and maintain all other plans as required by federal, State, and local regulations. Such plans may include a fire and emergency evacuation plan.

E. Emergencies – Natural Disasters

In the event of an emergency or natural disaster, PSTA may require the Contractor to make available, to the maximum extent possible, transportation and communications services and facilities to assist PSTA in ameliorating such incidents. Any such use of the trolley vehicles for emergency response purposes must be pre-approved by the Office of Transportation of PSTA, and said approval must be secured in writing. To the extent PSTA requires the Contractor to provide such emergency services; the Contractor shall be relieved of the obligation to fulfill the duties and responsibilities of operating the current or any future trolley operations which may be established herein. Further, the Contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by the Contractor and PSTA prior to the conclusion of the emergency or disaster, or at such other time as they may mutually agree upon.

F. Other Operational Safety Requirements

The Contractor will observe all safety rules and other requirements of regulatory bodies having jurisdiction over the service area and operate the vehicles with the highest regard for all aspects of safety.

1. The Contractor will not use or allow the vehicles to be used for any illegal purpose.
2. The vehicles shall not be used for towing, pushing or any purpose other than the transportation of passengers.
3. The Contractor shall not overload the vehicles beyond their specified carrying capacity nor operate a vehicle in an unsafe manner.
4. All vehicles shall operate with headlights and taillights turned on while in service.
5. PSTA will designate specific bus stops along the routes described herein. Passengers shall be picked up and discharged only at these designated bus stops, however, may be permitted to make courtesy or flag-stops if safe to do so. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers.
6. Service shall be provided to all orderly persons who pay the proper fare and comply with ridership rules and regulations established by PSTA. The Contractor shall not discriminate against any paying passenger or prospective paying passenger because of race, color, religion or country of origin, age, gender, sexual preference or disability.
7. Mobility impaired passengers shall be assisted, as necessary, from the curbside to a secured position on the vehicle while boarding, or in reverse while alighting the vehicle. An Operator shall not provide assistance to a mobility-impaired passenger beyond the curbside. No assistance shall be required of an Operator, other than as specified above, if it necessitates leaving the driving position.
8. The Contractor shall require its operators to perform a vehicle pre-trip inspection when traveling away from the garage, before starting a new shift, or going into revenue service at any time.

15. Accidents and Incidents

All accidents involving any vehicle used for PSTA service, or PSTA passenger, shall be reported immediately to PSTA via telephone notification followed by written email notification. A supervisory level employee of the Contractor shall respond to all such accidents for the purpose of determining the cause of the accident. The Contractor shall comply with all requirements of FTA regulations regarding drug and alcohol testing. The Contractor shall provide PSTA written documentation of the driver, supervisor and police reports including drug and alcohol testing results as soon as possible after the accident.

Written documentation of all accidents and injuries involving passengers that are not a result of vehicle collision shall be provided to PSTA within twenty-four (24) hours of occurrence. Documentation should include a description of how the injury occurred, how Contractor employees responded to the injury, an outline of follow-up conversations with the passenger, and recommendations for prevention of future injuries of the same type.

If fines or other charges for which the Contractor is responsible are levied, assessed, charged or imposed against PSTA, PSTA will notify the Contractor in writing. PSTA may pay any fine or their charge, whether levied, assessed, charged, or imposed against PSTA for the Contractor. In the event payment is made by PSTA, the Contractor will reimburse PSTA within seven (7) calendar days after receipt of an invoice. Failure to make such reimbursement when due may, at the option of PSTA, be deemed a default under the Contract or be recouped from any payments due to the Contractor.

16. Vehicles

Contracted service shall be provided by approximately a fleet of a minimum of fourteen (14) of lift-equipped accessible vintage trolley vehicles that are provided by the Contractor. All of the proposed vehicles shall have side-loading ramps/lifts which meet the requirement of the ADA. The side-loading ramps/lifts may either be located at the front entrance door, mid-ship of the vehicle, or rear curbside. The vehicles shall be new or at least less than half-life years / miles base on Altoona expected life. The Contractor is responsible for licensing and registration of all vehicles. The Contractor will be responsible for maintaining all required insurance coverage, maintenance, and all daily operating costs. The minimum specifications for the trolley vehicles that are to be provided for this service are listed in Exhibit 5. The Contractor shall submit specifications on the vehicles to be used in providing the service under this Agreement.

Vehicles proposed for use should meet all specifications as defined in this proposal and required by law. Transit vehicles must meet the requirements of Florida Administrative Code 14-90 (i.e. passenger door mirror height, etc.). The system fleet must meet all local, state and federal requirements as applicable to public transit vehicles.

PSTA will provide security driver barriers for all Contractor's vehicles at a date mutually agreed upon by the Parties.

Included in Contractor's proposal is the replacement of some of its fleet of diesel and gasoline powered trolleys during the Contract Term, at Contractor's cost and expense. This includes, and Contractor agrees that at least one of the trolleys replaced no later than in year 3 of the Contract Term and at least one of the trolleys replaced no later than in year 5 of the Contract Term shall be replaced with Electric Trolleys, at Contractor's sole cost and expense.

From time to time PSTA may decide, in its sole and absolute discretion, to purchase Electric Trolleys for use by Contractor in providing services under this Agreement. Contractor agrees to use the PSTA purchased Electric Trolleys solely for services under this Agreement. Contractor shall be responsible to maintain the PSTA Electric Trolleys in accordance with all manufacturer's requirements and generally acceptable industry standards. PSTA shall lease the PSTA purchased Electric Trolleys to Contractor for \$1 per year, per vehicle. Over the Contract Term, PSTA may purchase up to two (2) Electric Trolleys for lease to Contractor. These PSTA-purchased Electric Trolleys are in addition to the two Electric Trolleys the Contractor is purchasing as replacements for its existing fleet of diesel and gasoline powered trolleys, as noted in the above paragraph. If PSTA provides an Electric Trolley to the Contractor, the compensation due Contractor under this Agreement for Contractor's fixed costs shall be reduced as provided for in Paragraph 5 of the Agreement by an amount equivalent to the replacement cost of an equivalent number of diesel or gasoline trolleys as shown on the Jolley Trolley's vehicle replacement schedule as shown in Exhibit 2. If PSTA purchases Electric Trolleys for Contractor's use with federal funds, Contractor shall use and maintain said trolleys in accordance with all FTA regulations, circulars and grant requirements, including those that prohibit the use of said trolleys for charter service.

Commencing in the sixth Term Year under the Agreement, PSTA can, in its sole discretion, prohibit the Contractor from purchasing new replacement trolleys, thereby reducing Contractor's fixed costs, unless the Parties agree that purchasing of new trolleys is necessary for Contractor to provide service under the Agreement. If PSTA chooses not to renew the Agreement beyond the Contract Term, at the end of the Contract Term, PSTA will purchase the Contractor's trolleys used to provide service under the Agreement at a value determined as of the date of termination of the Agreement. The value of each trolley shall not exceed the unamortized cost of the trolley, using a five-year useful life, with straight amortization. PSTA shall not be obligated to purchase Contractor's trolleys if Contractor chooses to not renew the Agreement, Contractor otherwise terminates the Agreement, or PSTA terminates the Agreement for cause.

17. Vehicle Maintenance

A. Minimum Maintenance Requirements and Plan

The Contractor shall develop and maintain a vehicle maintenance plan which should meet FTA and FDOT requirements. The maintenance plan shall be submitted and approved by PSTA prior to service start up.

At all times the Contractor shall maintain the vehicles in a safe, clean, and mechanically sound condition in accordance with vehicle manufacturer guidelines.

The Contractor will be responsible for maintaining the appearance and cleanliness of all vehicles used in service under this Contract. Vehicles shall be removed from service due to damage that is beyond repair. PSTA reserves the right to request to have any vehicle removed from service until it is in a safe, reliable and clean presentable condition.

Vehicles shall be operated in accordance with applicable Federal, State of Florida, and local laws. Due regard for the safety, comfort, and convenience of passengers, property, and for the safety of the general public must be taken at all times.

The Contractor will be responsible for providing complete maintenance and service of vehicles and PSTA provided equipment; including radios or other communication devices. This also includes regular preventive maintenance and record keeping, mechanical repairs, tires, parts,

fuel, and labor. Regular preventive maintenance inspections shall be conducted in accordance with the Contractor's maintenance plan approved by PSTA. Random unannounced maintenance inspections will be conducted by PSTA staff to verify regular preventative maintenance schedules and safe conditions of operational vehicles. A maintenance report for preventive maintenance schedule adherence shall be submitted to PSTA with monthly invoices.

Periodic inspection and servicing checklists will be developed that conform at least to manufactures most severe service recommendations and generally accepted best industry practices.

Each vehicle shall have a properly functioning wheelchair ramp/lift at all times. If the wheelchair ramp/lift fail while on-route in service, the Contractor shall make arrangements to have the vehicle changed out promptly. Substitute transport shall be made available by the Contractor for any passengers requiring the use of the wheelchair ramp/lift to complete the trip.

The Contractor shall properly maintain operating HVAC systems on all vehicles, so equipped with HVAC, at all times. No vehicle shall be permitted to enter service without a properly functioning heating or air conditioning system while in service, if so equipped on the vehicle.

B. Vehicle Listing

The Contractor shall provide a description of the vehicles that the Contractor intends to use to provide the requested services. The description shall include for each vehicle, at a minimum: the year, model and mileage of the vehicle; remaining manufacturer life based on the Altoona test; whether the vehicle is equipped with a lift or ramp; the side of vehicle that lift is deployed on; the seating capacity of the vehicle; the number of securement areas in the vehicle including the type of securement devices installed.

C. Equipment Failure

In the event that any vehicles used as part of this Contract experiences an accident, equipment failure or service interruption of any kind, the Contractor will be responsible for providing alternative transportation at the Contractor's sole expense. Any wheelchair passengers that cannot board a vehicle due to equipment failure shall be transported to their destination within thirty (30) minutes per ADA regulations and at no additional cost to the passenger or PSTA.

D. Vehicle Cleaning

Contractor shall provide all labor and materials necessary to keep the vehicles clean at all times. Contractor shall wash the exteriors of the vehicles, including support vehicles, at least weekly, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping the floor, and cleaning the windows if required. Contractor shall mop vehicle floors and clean all other interior items including seats, handrails, and windows as needed to maintain a clean vehicle. The interior passenger compartment shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products. Contractor shall remove all graffiti from the exterior and interior of the vehicles immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately.

18. Performance Standards

PSTA will monitor the service delivered by the Contractor and related activities in order to assess Contractor performance. As part of the monitoring procedure, PSTA will conduct random/periodic inspections and field audits of all service and vehicles as part of the overall quality assurance and control program. Contractors shall be required to provide PSTA full access to observe service and equipment.

The below performance standards are subject to review after each three month evaluation period. The performance standards may be adjusted, if needed, based on actual data collected during the first three months of the service performed.

A. On-Time Performance

An on-time trip is one that departs one (1) minute early and no more than five (5) minutes late from any scheduled stop.

Performance under this Contract shall require the Contractor to meet a daily standard of 90 percent (90%) on-time performance. During peak season, between mid-February and mid-April, the Contractor shall closely monitor on time performance. If traffic circumstances have an adverse effect on the performance, then the Contractor shall immediately initiate recovery efforts. The efficiency of the recovery from the service delays shall be monitored.

B. Customer Complaints

Complaints shall be measured per 10,000 customer boardings as measured by monthly passenger counts. Only valid customer complaints shall be used for this performance measure.

Performance under this Contract shall require the Contractor to meet a standard of twelve (12) complaints per 10,000 boardings.

C. Accident Rate

An accident is any contact with an object, vehicle or person. An accident includes all occurrences, whether the vehicle is in revenue service or not. The accident rate is determined by the number of accident occurrences per 100,000 miles.

Performance under this Contract shall require the Contractor to meet a standard of four (4) occurrences per 100,000 miles.

D. Miles between Road Calls

Road calls are defined as: (1) a vehicle was changed out due to a mechanical failure; (2) vehicle lost time due to a mechanical failure. Road call reporting shall follow all NTD guidelines for reporting road calls.

Performance under this Contract shall require the Contractor to meet a standard of ten thousand (10,000) miles between road calls.

19. Incentives and Liquidated Damages

A. Incentives

In order to ensure service efficiency and encourage the Contractor to use its financial and capital resources in the most cost-efficient manner, PSTA has established the Incentives shown in the below table. Incentives may be assessed at PSTA's sole discretion. If so, the Contractor will receive written notification within thirty (30) days of earning incentives. As determined by PSTA and in PSTA's sole discretion, the Contractor will be notified that earned incentives may be added to the next month's invoice.

B. Liquidated Damages

There may be occasions where the Contractor does not perform as required by PSTA. If a Contractor violates one of the requirements in the below table, liquidated damages may be assessed at PSTA's sole discretion. If so, the Contractor will receive written notification within thirty (30) days of assessment. The Contractor then has ten (10) days to provide written justification or other reasonable excuse for the removal of an assessment. As determined by PSTA and in PSTA's sole discretion, if no acceptable removal justification is received within ten (10) days, the assessment will automatically be applied to the Contractor's billing invoice for the period. PSTA hereby acknowledges that traffic patterns are out of Contractor's control and agrees to take into account such factors in determining Liquidated Damages, including the time of year, special events in the area, accidents, and other similar factors.

PSTA may elect to waive assessing any Liquidated Damages during the following periods:

- Four days (prior and post) Christmas Day
- December 31 (NYE)
- Four days (prior and post) New Year's Day
- Jan 15 thru April 30

PSTA and Contractor representatives have a history of addressing in good faith all contractual obligations between the Parties. Where specific circumstances (peak traffic generated by holidays, special events, weather conditions, etc.) equally affect Contractor's on-time performance and PSTA's on-time performance in the same area as Contractor's service, PSTA will consider the assessment of penalties to Contractor in these circumstances on a case-by-case basis.

Excessive liquidated damages over a period of time shall, at the sole discretion of PSTA Chief Executive Officer, be cause for suspension and/or termination of the contract. Likewise, the PSTA Chief Executive Officer shall have the authority to waive any and all liquidated damages.

Service Attribute	Measure	Performance Standard	Incentive	Liquidated Damages
On-Time Performance	Departs one (1) minute early and no more than five (5) minutes late.	90% On Time	94.5% results in a (0.25%) incentive. 98.1% results in a (0.50%) incentive.	85.5% results in a (0.25%) reduction. 81% results in a (0.50%) deduction.
Complaints	Number of Complaints per 10,000 boardings.	12	11.4 results in a (0.25%) incentive. 10.8 results in a (0.50%) incentive.	12.6 results in a (0.25%) reduction. 13.2 results in a (0.50%) deduction.
Accidents	Number of Accidents per 100,000 miles	4	3.8 results in a (0.25%) incentive. 3.6% results in a (0.50%) incentive.	4.2 results in a (0.25%) reduction. 4.4 results in a (0.50%) deduction
Miles between Road Calls	Number of Revenue Miles between Road Calls	10,000	10,500 results in a (0.25%) incentive. 11,000 results in a (0.50%) incentive.	9,500 results in a (0.25%) reduction. 9,000 results in a (0.50%) deduction
On Time Reports	All reports are submitted accurately on or before the due date	100%		Reports submitted after due date result in a (0.25%) reduction for every three (3) days past due.

20. Reporting Requirements

The Contractor is required to provide all operational statistics in an MS Excel format. Reports should be provided by the times specified for each report. Some of the reporting requirements may change as PSTA's external reporting requirements or systems change.

The Contractor shall maintain financial records in accordance with all Federal, State and PSTA standards. Monthly financial reports required include a minimum reconciliation of fares collected (cash and passes), vehicle miles traveled and hours of revenue service.

The following reports will be required by the Contractor.

A. National Transit Database (NTD) Records/Reporting

In accordance with the Federal Transit Administration (FTA) guidelines, Contractor will be responsible for the tracking, collecting, and preparation of National Transit Database (NTD) report data. PSTA may also require passenger mile sampling, as required by NTD every three years. Section 15 of FTA NTD reporting requirements entails a high level of financial and operational data sampling (approximately one per week) utilizing FTA approved sampling techniques or by collecting 100% of the data. All source documents shall be maintained for three years following final payment and may be audited by PSTA and/or FTA at any time within this period.

B. Passenger and Fare Reports

The Contractor is required to report passenger, fare, and deposit information on a monthly basis. Required data is required to be submitted with monthly invoice.

C. Quarterly Preventive Maintenance and Vehicle Mileage Update Reports

A Quarterly Preventive Maintenance (PM) Report shall be submitted to PSTA indicating the date and mileage for when the last PM was performed for each vehicle and the type of PM (e.g., "A", "B", Lube, Oil, Filter (LOF), Brake Inspection, HVAC Inspection) that was performed. This report will match the Contractor's maintenance records and will be audited by PSTA on a random announced or unannounced basis. PM reports for PSTA furnished equipment shall also be provided.

The vehicle fuel and oil consumption shall also be submitted quarterly.

D. Daily Accident/Incident Report

A daily Accident/Incident Report will be e-mailed to PSTA within 24 hours of each accident/incident involving a PSTA trip (regardless of fault). Any major accident involving injuries or significant damage to Contractor's vehicle will be immediately reported by phone, followed by a written summary of the accident/incident.

E. Operational Statistics

Monthly Operational Statistics shall be submitted to PSTA. Statistics include on-time performance, road calls, accidents and other information as required by PSTA.

F. Department of Transportation Drug and Alcohol MIS Reporting

Contractors are subject to Department of Transportation (DOT) drug and alcohol testing regulations and thus shall submit their annual drug and alcohol testing data to PSTA as required by the DOT for their Drug and Alcohol Management Information System (MIS).

21. Marketing, Branding and Public Engagement

PSTA shall be responsible to prepare, schedule and pay for advertising and promotional materials designed to inform customers of services. Contractor shall distribute and disseminate materials in accordance with the provisions of this Agreement and any supplemental directions provided by PSTA at no cost PSTA.

Contractors are not to permit or allow, any signage or unauthorized advertising to be placed in any vehicle used for PSTA service, except as authorized by PSTA. The Contractor shall ensure authorized PSTA information items and notices are not destroyed, soiled or mutilated.

The Contractor shall:

- Coordinate public information and marketing collateral materials and distribution with designated PSTA personnel
- Comply with system wide marketing standards
- Refer all media inquiries relating to service provided to PSTA and cooperate in providing public information through PSTA.

PSTA has a distinctive and established brand for the public transit services in Pinellas County. Contractors will be expected to work with PSTA staff to ensure branding for the trolley services complements PSTA's brand.

22. Vehicle Advertising

The Parties agree that any advertising revenues received by Contractor for advertisements on the trolleys during the Contract Term shall be shared by PSTA and Contractor as set forth herein. Contractor shall remit twenty-five and seventy-three one-hundredths percent (25.73%) of the gross advertising revenues generated and collected by Contractor for advertising on the trolleys to PSTA together with a written report no later than the fifteenth (15th) day of each month. The monthly written report shall detail the gross amount of the funds received during such month. Upon reasonable request (defined as no less than 72 hours' notice) from PSTA, Contractor shall make available backup documentation, at Contractor's office of operation during routine business hours, including invoices, cashed checks and/or receipt deposits sufficient for PSTA to review and verify the gross revenues for any month requested by PSTA. Nothing contained herein is intended to conflict with any other agreement PSTA or Contractor may have with other vendors regarding the sale of advertising on its own buses or other vehicles. For the avoidance of doubt, the Parties agree that Contractor may retain any and all advertising revenue it receives from

advertising installed on the trolley vehicles that are used solely by Contractor and not for providing the Services under the Agreement.

23. Confidentiality

PSTA shall maintain all documentation of the Contractor provided pursuant to paragraph 22 "Vehicle Advertising" in confidence, except if and to the extent that such disclosure is required by applicable law, including the open records and public meeting laws of the State of Florida.

24. Escalation/De-Escalation

If, during the term of the Agreement, the price of insurance, and/or vehicle capital significantly changes, whether higher or lower by more than 20% in a single year, through no fault of Contractor or PSTA, the Parties shall work in good faith to equitably adjust the compensation to be paid the Contractor by a reasonable amount, whether it results in an increase or a reduction in the compensation to be paid Contractor.

Additionally, if, during the performance of this Contract, PSTA elects to no longer provide the fuel for the service provided by Contractor to PSTA under this Agreement, the Parties agree that they will negotiate a reasonable adjustment to the Contractor's pricing. In no event, shall any increase in the amount paid to Contractor due to an escalation in the pricing under this Paragraph 24 shall result in a total amount paid to Contractor that exceeds the not to exceed amount set forth in Paragraph 5 of the Agreement.

EXHIBIT 2

SCHEDULE

CAUTION: A false statement in any offer submitted to PSTA may be a criminal offense.

NOTE: For invitation for bids the terms "Offer" and "Offeree" shall mean "bid" and "bidder", respectively and for Request for Proposals the terms "Bid" and "Bidder" shall mean "Offer" and "Offeree", respectively, with this solicitation and any associated exhibits.

THE OFFEROR MUST SIGN AND DATE THIS SCHEDULE WHERE PROVIDED AND SUBMIT ALL PAGES WITH THE OFFER.

The user certifies that the offeror(s) intends to accept, such as, but not limited to: supervision, labor, equipment, materials, vehicle financing, vehicle title, pit-up, financing, carrying charges, and all other such charges to accommodate the services and requirements. In price adjustments will be made, unless specifically provided for by an additional provision included in the contract.

Facility	QTY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Option 3 Totals
Rest	1	0	0	0	0	0	0	45500	45500	45500	45500	\$162,000.00
Utilities	1	48900	48900	51480	51480	66180	66180	70407	70407	74695	74695	\$607,385.83
Maintenance	1	41,250	44,496	45,831	47,206	48,632	50,081	52,084	54,167	56,334	58,587	\$500,608.57
Telecommunications	1	35,300	36,216	37,144	38,084	39,038	40,006	42,226	43,255	45,248	46,258	\$405,295.76
Corporate overhead	1	167,507	172,716	177,930	183,156	188,396	194,648	202,223	209,266	216,555	223,100	\$1,833,842.15
Corporate Facility Overhead	1	177,000	182,000	187,000	192,000	197,000	202,000	207,000	212,000	217,000	222,000	\$1,882,000.00
Administrative Cost	QTY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Option 3 Totals
General Manager (including fringe)	1	51,540	54,021	56,502	59,000	61,483	63,957	66,428	68,895	71,358	73,814	\$1,055,638.40
Clerical Staff (including fringe)	1	173,863	178,077	182,449	186,883	191,382	195,937	200,550	205,220	210,000	214,784	\$2,290,082.39
Insurance	1	249,657	254,581	259,511	264,451	269,405	274,374	279,358	284,356	289,368	294,394	\$2,439,772.94
Payroll Taxes	1	90,289	93,752	97,215	100,678	104,141	107,604	111,067	114,530	117,993	121,456	\$1,034,483.36
Reporting Manager for TPA, NTD, Invoicing (including fringe)	1	70,176	71,275	72,374	73,473	74,572	75,671	76,770	77,869	78,968	80,067	\$684,350.57
Non-Vehicle Capital	1	84,880	22,000	34,400	15,000	31,600	19,000	32,000	34,400	36,800	39,200	\$278,780.00
Operating Cost	QTY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Option 3 Totals
Driver Wages (including fringe)	1	765,188	782,959	800,883	818,959	837,186	855,562	874,189	892,966	911,893	930,970	\$8,748,613.55
Dispatcher Wages (including fringe)	1	55,295	56,951	58,607	60,263	61,919	63,575	65,231	66,887	68,543	70,199	\$685,432.79
Schedulers (including fringe)	1	53,295	54,951	56,607	58,263	59,919	61,575	63,231	64,887	66,543	68,199	\$665,432.79
Road supervisor Wages (including fringe)	1	5,1807	5,3423	5,5038	5,6654	5,8269	5,9885	6,1501	6,3117	6,4732	6,6348	\$596,772.17
Uniforms - included in fringe benefits	1	0	0	0	0	0	0	0	0	0	0	\$0.00
Training	1	16,640	16,640	16,640	16,640	16,640	16,640	16,640	16,640	16,640	16,640	\$144,332.32
Licenses	1	6,723	7,935	7,935	7,935	7,935	7,935	7,935	7,935	7,935	7,935	\$74,867.58
Vehicle Capital	1	48,719	14,8077	33,2156	43,8145	63,860	68,706	68,440	101,654	40,012	31,828	\$4,311,848.18
Fuel	1	14,702	15,068	15,444	15,820	16,196	16,572	16,948	17,324	17,700	18,076	\$20,000.00
Trading	1	14,702	15,068	15,444	15,820	16,196	16,572	16,948	17,324	17,700	18,076	\$155,567.99
Maintenance Cost	QTY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Option 3 Totals
Michelin Wages (including fringe)	2	358,859	365,578	372,297	379,016	385,735	392,454	399,173	405,892	412,611	419,330	\$3,227,748.15
Training	1	9,286	9,286	9,286	9,286	9,286	9,286	9,286	9,286	9,286	9,286	\$80,000.00
Licenses	1	0	0	0	0	0	0	0	0	0	0	\$0.00
Parts/Supplies/Tires	1	25,733	26,916	28,100	29,283	30,466	31,650	32,833	34,016	35,199	36,382	\$2,875,272.40
Uniforms	1	0	0	0	0	0	0	0	0	0	0	\$0.00
Shop Supplies	1	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	\$117,862.43
Other Shop supplies, materials, worker	5	17,604	18,760	19,916	21,072	22,228	23,384	24,540	25,696	26,852	28,008	\$2,079,912.10
Reserve	1	125,507	131,118	136,729	142,340	147,951	153,562	159,173	164,784	170,395	176,006	\$1,657,472.00
TOTALS												

TOTAL PRICE OFFER →		\$38,533,000.00
NAME & TITLE OF OFFEROR'S REPRESENTATIVE:		
(Print Name)		
(Name & Title)		
(Officer's Name)		

10 Year Vehicle Expense - Amortization

Year	# Bought	Cost	Year Total	Monthly Payment	Annual	1st yr Pay	Year 2	Year3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
1	1 Diesel	\$210,000.00		\$4,059.89	\$48,718.68	\$48,718.68	\$48,718.68	\$48,718.68	\$48,718.68	\$48,718.68						\$243,583.40
2	2 Diesel	\$215,000.00	100,358.16	\$4,181.59	\$50,179.08	\$50,179.08	\$50,179.08	\$50,179.08	\$50,179.08	\$50,179.08	\$50,179.08					\$250,895.40
3	1 Diesel 1 EV	\$215,000.00	100,961.28	\$4,206.72 \$11,054.87	\$50,480.64 \$132,658.44	\$50,480.64 \$132,658.44	\$50,480.64 \$132,658.44	\$50,480.64 \$132,658.44	\$50,480.64 \$132,658.44	\$50,480.64 \$132,658.44	\$50,480.64 \$132,658.44	\$50,480.64 \$132,658.44				\$252,403.20 \$663,292.20
4	2 Diesel	\$220,000.00		\$4,330.36	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32			\$259,821.60
5	1 Diesel 1 EV	\$220,000.00		\$4,356.26 \$11,286.68	\$52,275.12 \$135,440.16	\$52,275.12 \$135,440.16	\$52,275.12 \$135,440.16	\$52,275.12 \$135,440.16	\$52,275.12 \$135,440.16	\$52,275.12 \$135,440.16	\$52,275.12 \$135,440.16	\$52,275.12 \$135,440.16	\$52,275.12 \$135,440.16			\$261,375.60 \$677,200.80
6	2 Diesel	\$225,000.00		\$4,481.86	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32		\$268,911.60
7	1 Diesel	\$225,000.00		\$4,481.86	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32		\$268,911.60
8	1 Diesel			\$4,508.54	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$108,204.96	\$270,512.40
9		0		\$4,736.89	\$56,842.68								\$56,842.68		\$170,528.04	\$284,213.40
10		0														
	TOTAL					\$48,718.68	\$149,076.84	\$332,215.92	\$436,144.56	\$623,859.84	\$682,705.80	\$636,450.12	\$510,153.72	\$406,225.08	\$386,297.64	\$4,211,848.20

5.05.2021

EXHIBIT 3

10- Year PSTA Contract						
		Variable Costs				
Year		Amount of Contract		Cost per Hour		% Increase
1		\$760,188		\$22.99		
2		\$782,993		\$23.68		3.0
3		\$806,483		\$24.39		3.0
4		\$830,678		\$25.12		3.0
5		\$855,598		\$25.87		3.0
6		\$881,266		\$26.65		3.0
7		\$910,348		\$27.53		3.3
8		\$940,389		\$28.44		3.3
9		\$973,303		\$29.43		3.5
10		\$1,007,368		\$30.46		3.5
TOTAL		\$8,748,614		\$26.51		3.1777778
<i>Variable consists of Driver Wages and Fringe Benefits only</i>						

Exhibit 4

Florida Administrative Code Chapter 14-90

CHAPTER 14-90

EQUIPMENT AND OPERATIONAL SAFETY STANDARDS FOR BUS TRANSIT SYSTEMS

- 14-90.001 Scope (Repealed)
- 14-90.002 Definitions
- 14-90.003 Department Responsibilities and Authority (Repealed)
- 14-90.004 Bus Transit System Operational Standards
- 14-90.0041 Medical Examinations for Bus Transit System Drivers
- 14-90.005 Transit Bus Accidents (Repealed)
- 14-90.006 Operational and Driving Requirements
- 14-90.007 Vehicle Equipment Standards and Procurement Criteria
- 14-90.008 Standards for Accessible Buses (Repealed)
- 14-90.009 Bus Safety Inspections
- 14-90.010 Certification
- 14-90.011 Inspection of Buses By Law Enforcement Officers (Repealed)
- 14-90.012 Safety and Security Inspections and Reviews

14-90.001 Scope.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 344.044(12), (21), 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-2-94, Repealed 8-7-05.

14-90.002 Definitions.

Terms used in this rule chapter shall mean as defined in Section 341.031, F.S., in addition:

(1) "Bus" means any motor vehicle, other than a taxicab, which is designed or constructed for the public transport of persons for compensation and is owned, operated, leased, or controlled by a bus transit system. Buses are designated in two categories:

(a) Type I means over 22 feet in length, including bumpers.

(b) Type II means 22 feet or less in length, including bumpers and paratransit type vehicles, such as minibuses, standard vans, modified vans, station wagons, and sedans.

(2) "Bus Transit System" means a community transportation coordinator; a public transit provider; or a private contract transit provider which owns, operates, leases, or controls buses or taxicabs where such transportation consists of continuous or recurring transportation under the same contract; or a privately

owned or operated transit provider that receives operational or capital funding from the Department and owns, operates, leases, or controls buses, other than nonpublic sector buses that provides transportation services available for use by the general riding public.

(3) "Community Transportation Coordinator" means a provider of transportation services or an entity that ensures such services are provided by another bus transit system.

(4) "Department" means the Florida Department of Transportation.

(5) "Drive" or "Operate" means all time spent at the controls of a bus in operation.

(6) "Driver" means any person trained and designated to drive a bus on a street or highway being used for the public transport of persons for compensation.

(7) "FMVSS" means the Federal Motor Vehicle Safety Standards in effect at the time the bus or component is manufactured.

(8) "For Compensation" means for money, property, or anything else of value whether paid, received, or realized, directly or indirectly.

(9) "Manufacturer" means the original producer of the chassis, the producer of any type of bus, or the producer of equipment installed on any bus for the purpose of transporting individuals with disabilities.

(10) "Off-Duty" means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.

(11) "On Duty" means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:

(a) Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.

(b) Inspecting, servicing, or conditioning any vehicle.

(c) Driving.

(d) Remaining in readiness to operate a vehicle (stand-by).

(e) Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.

(12) "Passenger" means a person who is on board, boarding, or alighting from a bus for the purposes of public transport.

(13) "Paratransit" means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and the provider of the service. Paratransit service is provided by taxis, limousines, "dial-a-ride" buses, and other demand-responsive operations that are characterized by their nonscheduled, non-fixed route nature.

(14) "Safe Condition" means a condition where hazards are reduced to the lowest level feasible and

substantial compliance exists with all safety rules, regulations, and requirements.

(15) “Safety Review” means an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.

(16) “Security” means freedom from harm resulting from intentional acts against passengers, employees, equipment, and facilities.

(17) “Security Program Plan” or “SPP” means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.

(18) “Security Review” means an on-site assessment to determine if a bus transit system has security management controls in place and functioning in accordance with the security requirements provided in this rule chapter.

(19) “System Safety Program Plan” or “SSPP” means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.

(20) “Taxicab” means any motor vehicle of nine passenger capacity or less, including the driver, engaged in the general transportation of persons for compensation, not on a regular schedule, between fixed termini, or over regular routes, where such vehicle does not provide transportation services as a result of a contractual agreement with a bus transit system.

(21) “Trailer Bus” means a trailing or towed vehicle designed or used for the transportation of more than 10 persons, e.g., tram buses.

(22) “Twenty-four Hour Period” or “24-Hour Period” means the consecutive time beginning at 12:00.01 a.m. to 12:00.00 a.m.

(23) “Unsafe Condition” means anything which endangers human life or property.

(24) “Personal wireless communications device” means an electronic or electrical device that was not provided by the bus transit system for business purposes.

(25) “Use of a wireless communications device” means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual’s physical ability to perform, such as a hearing aid, is not included in this definition.

(26) “Wireless communications device” means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers).

Rulemaking Authority 334.044(2), 341.061(2), 341.041(3), 341.031 FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.003 Department Responsibilities and Authority.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.004 Bus Transit System Operational Standards.

(1) Each bus transit system shall develop and adopt an SSPP that complies with or exceeds the established safety standards set forth in this rule chapter.

(a) The SSPP shall address the following safety elements and requirements:

1. Safety policies and responsibilities.
2. Vehicle and equipment standards and procurement criteria.
3. Operational standards and procedures.
4. Bus driver and employee selection.
5. Driving requirements.

6. Bus driver and employee training. As part of the driver training program, specific procedures, and training shall be implemented to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards.

7. Vehicle maintenance.

8. Investigations of events described under subsection 14-90.004(5), F.A.C.

9. Hazard identification and resolution.

10. Equipment for transporting wheelchairs.

11. Safety data acquisition and analysis.

12. A wireless communication plan and procedure that provides for the safe operation of the bus transit vehicle. The wireless communication plan and procedure shall assure that:

a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion, and

b. All personal wireless communications devices are turned off with any earpieces removed from the operator's ear while occupying the driver's seat.

13. A policy on the use of a wireless communications device issued to the operator by the bus transit system for business related purposes. Policies developed shall assure that:

a. Guidelines are developed that allow for the use of a wireless communications device in emergency situations, and

b. The use of a wireless communications device does not interfere with the operator's safety related duties.

14. The Bus Transit System shall develop a driver educational training program addressing:

a. The proper use of a wireless communications device issued to the operator by the Bus Transit System while in the performance of their safety related duties, and

b. The hazards associated with driving and utilizing a wireless communications device.

15. Safety standards for private contract bus transit system(s) that provide(s) continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

(b) Each bus transit system shall implement and comply with the SSPP during the operation of the system.

(c) Each bus transit system shall require that all operable transit buses be inspected at least once per year in accordance with established standards.

(d) Each bus transit system shall submit an annual safety certification to the Department verifying the following:

1. Adoption of an SSPP, which meets or exceeds the established standards set forth in this rule chapter.

2. Compliance with its adopted SSPP and that safety inspections have been performed at least once a year on all buses operated by the bus transit system, by persons meeting the requirements set forth in Rule 14-90.009, F.A.C.

(e) Bus transit systems shall immediately suspend affected system service operations if, at any time, continued operation of the system, or a portion thereof, poses an immediate danger to public safety.

(2) Each bus transit system shall develop and adopt an SPP that meets or exceeds the security requirements set forth in this rule chapter. The SPP shall be adopted separately from the SSPP.

(a) The SPP shall address the following security requirements:

1. Security policies, goals, and objectives.

2. Organization, roles, and responsibilities.

3. Emergency management processes and procedures for mitigation, preparedness, response, and recovery.

4. Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.

5. Procedures for the establishment of interfaces with emergency response organizations.

6. Procedures for interagency coordination with local law enforcement jurisdictions.

7. Employee security and threat awareness training programs.

8. Security data acquisition and analysis.

9. Emergency preparedness drills and exercises.

10. Requirements for private contract transit providers that engage in continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

11. Procedures for SPP maintenance and distribution.

(b) Each bus transit system shall implement and comply with the SPP during the operation of the system.

(c) Bus transit systems that engage in a contract with a private contract transit provider shall:

1. Establish minimum security requirements which apply to private contract transit providers.

2. Monitor and assure that each private contract transit provider complies with established security requirements during the term of the contract.

(d) Bus transit systems are prohibited by Section 119.071(3)(a), F.S., from publicly disclosing the SPP or the security portion of the SSPP, as applicable, under any circumstance.

(3) Bus transit systems shall establish criteria and procedures for the selection, qualification, and training of all drivers. The criteria shall include the following:

(a) Driver qualifications and background checks meeting minimum hiring standards.

(b) Driving and criminal background checks for all new drivers.

(c) Verification and documentation of valid driver licenses for all employees who drive buses.

(d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. As a minimum requirement, drivers shall be given explicit instructional and procedural training and testing in the following areas:

1. Bus transit system safety and operational policies and procedures.

2. Operational bus and equipment inspections.

3. Bus equipment familiarization.

4. Basic operations and maneuvering.

5. Boarding and alighting passengers.

6. Operation of wheelchair lifts and other special equipment.

7. Defensive driving.

8. Passenger assistance and securement.

9. Handling of emergencies and security threats.

10. Security and threat awareness.

11. Driving conditions.

(e) Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised. At a minimum, these procedures and instructions shall address the following:

1. Communication and handling of unsafe conditions, security threats, and emergencies.

2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.

3. Application and compliance with all applicable federal and state laws, rules, and regulations.

(f) The provisions in paragraphs (d) and (e), above, shall not apply to personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety.

(g) Bus transit systems shall maintain the following records for at least four years:

1. Records of bus driver background checks and qualifications.

2. Detailed descriptions of training administered and completed by each bus driver.

3. A record of each bus driver's duty status which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day.

(h) Each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, hereby incorporated by reference.

(i) Bus transit systems shall require that drivers write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

(4) Bus transit systems shall establish a maintenance plan and procedures for preventative and routine maintenance for all buses operated. The maintenance plan and procedures shall assure that:

(a) All buses operated, and all parts and accessories on such buses, including those specified in Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.

(b) A recording and tracking system is established for the types of inspections, maintenance, and lubrication intervals documenting the date or mileage when these services are due. Required maintenance inspections shall be more comprehensive than daily inspections performed by the driver.

(c) Proper preventive maintenance is performed when a bus is assigned away from the system's regular maintenance facility or when maintenance services are performed under contract.

(d) Records are maintained and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus under their control. Such records shall be maintained by the bus transit system for at least four years and, at a minimum, provide the following information:

1. Identification of the bus, the make, model, and license number, or other means of positive

identification and ownership.

2. Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.

3. If not owned by the bus transit system, the name of any person furnishing a bus.

4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.

(5) Each bus transit system shall investigate, or cause to be investigated, any event involving a bus or taking place on bus transit system controlled property resulting in a fatality, injury, or property damage as follows:

(a) A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.

(b) Injuries requiring immediate medical attention away from the scene for two or more individuals.

(c) Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. The bus transit system shall have the discretion to investigate events resulting in property damage less than \$1,000.

(d) Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.

(6) Each investigation shall be documented in a final report that includes a description of investigation activities, identified causal factors, and any identified corrective action plan.

(a) Each corrective action plan shall identify the action to be taken by the bus transit system and the schedule for its implementation.

(b) The bus transit system shall monitor and track the implementation of each corrective action plan.

(7) Investigation reports, corrective action plans, and related supporting documentation shall be maintained by the bus transit system for a minimum of four years from the date of completion of the investigation.

Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 119.071, 341.041(3), 341.061(1)(b), 341.061(2)(a) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.0041 Medical Examinations for Bus Transit System Drivers.

(1) Bus transit systems shall establish medical examination requirements for all applicants to driver positions and for existing drivers. The medical examination requirements shall include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition, or injury.

(2) Medical examinations shall be performed and recorded according to qualification standards adopted by the bus transit system, provided the medical examination qualification standards adopted by

the bus transit system meet or exceed those provided in Department Form Number 725-030-11, Medical Examination Report for Bus Transit System Driver, Rev. 05/09, hereby incorporated by reference. Copies of Form Number 725-030-11 are available from the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 or on-line at www.dot.state.fl.us/transit.

(3) Medical examinations shall be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed or certified by the State of Florida. If medical examinations are performed by a Physician Assistant or Advanced Registered Nurse Practitioner, they must be performed under the supervision or review of a Doctor of Medicine or Osteopathy.

(a) An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the medical examination as pertains to visual acuity, field of vision, and color recognition.

(b) Upon completion of the medical examination, the medical examiner shall complete, sign, and date the medical examination form and maintain the original at his or her office.

(c) Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination certificate and provide a copy to the driver's employer. If the transit agency decides to adopt qualification standards other than those listed in Department form 725-030-11, the adopted standard's medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination shall be given to the transit agency in lieu of the Department's medical examination certificate. The adopted standards medical certification or letter must provide all of the information required on the Department's medical examination certificate.

(d) Upon completion of the medical examination the driver shall provide their driver license number, signature, and date on the medical examination certificate.

(4) Bus transit systems shall have on file a completed and signed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination for each bus driver, dated within the past 24 months.

(a) Medical examination certificates or a signed letter from the medical examiner attesting to the completion of a medical examination of the employee bus drivers shall be maintained by the bus transit system for a minimum of four years from the date of the examination.

(b) Bus Transit Systems shall not allow a driver to operate a transit bus without having on file a completed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination dated within the past 24 months.

Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 334.044(12), 341.041(3), 341.061(1)(a), (b), (2) FS. History—New 11-10-92, Amended 8-7-05, 6-24-08, 9-16-10.

14-90.005 Transit Bus Accidents.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.006 Operational and Driving Requirements.

(1) Bus transit systems shall not permit a driver to drive a bus when such driver's license has been suspended, cancelled, or revoked. Bus transit systems shall require a driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked to notify his or her

employer of the contents of the notice immediately, no later than the end of the business day following the day he or she received the notice.

(2) Buses shall be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.

(3) A driver shall not be permitted or required to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver shall not be permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period shall begin from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.

(4) To ensure uniform interpretation of subsections 14-90.002(10), (11), (22) and 14-90.006(3), F.A.C., the following practical applications are provided:

(a) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 3 p.m., then required to drive from 3 p.m. – 11 p.m. Driving hours and on-duty hours are the same. 4 hours + 8 hours = 12 hours driving. This driver has met the maximum allowed driving hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(b) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then required to be on-duty, not driving, from 11 a.m. – 11 p.m. Driving hours = 4 hours and on-duty not driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(c) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then on-duty, not driving from 11 a.m. – 11 p.m. On-duty not driving hours = 4 hours + 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. The driver cannot be permitted or allowed to drive before 7 a.m.

(d) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., then off-duty from 8 a.m. – 11 a.m., then on-duty, driving from 11 a.m. – 11 p.m. On-duty, not driving hours = 4 hours and on-duty driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed driving and on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(5) A driver shall not be permitted or required to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days shall be required to have a minimum of 24 consecutive hours off duty prior to returning to on duty status.

(6) A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition,

medical emergency, or an accident occur.

(7) Bus transit systems shall not permit or require any driver to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.

(8) Bus transit systems shall require pre-operational or daily inspection and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.

(a) An inspection or test shall be made of the following parts and devices to ascertain that they are in safe condition and in good working order:

1. Service brakes.
2. Parking brakes.
3. Tires and wheels.
4. Steering.
5. Horn.
6. Lighting devices.
7. Windshield wipers.
8. Rear vision mirrors.
9. Passenger doors.
10. Exhaust system.
11. Equipment for transporting wheelchairs.
12. Safety, security, and emergency equipment.

(b) Bus transit systems shall review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by daily inspections.

(c) Bus transit systems shall retain records of daily bus inspections and any corrective action documentation a minimum of two weeks.

(9) A bus with any passenger door in the open position shall not be operated with passengers aboard. The doors shall not be opened until the bus is stopped. A bus with any inoperable passenger door shall not be operated with passengers aboard, except to move a bus to a safe location.

(10) During darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely.

(11) Passengers shall not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.

(12) Passengers shall not be permitted to stand on buses not designed and constructed for that

purpose.

(13) Buses shall not be refueled in a closed building. The fueling of buses when passengers are being carried shall be reduced to the minimum number of times necessary during such transportation.

(14) Bus transit systems shall require the driver to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion.

(15) Buses shall not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device shall be properly set at any time the bus is left unattended.

(16) Buses shall not be left unattended in an unsafe condition with passengers aboard at any time.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History-- New 9-7-87, Amended 5-31-89, 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.007 Vehicle Equipment Standards and Procurement Criteria.

(1) Every bus transit system shall ensure that buses procured and operated meet the following minimum standards:

(a) The capability and strength to carry the maximum allowed load and not exceed the manufacturer's gross vehicle weight rating (GVWR), gross axle weighting, or tire rating.

(b) Structural integrity that mitigates or minimizes the adverse effects of collisions.

(c) Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 302, 403 and 404, Rev. 10/09, hereby incorporated by reference.

(2) Proof of strength and structural integrity tests on new buses procured shall be submitted by manufacturers or bus transit systems to the Department.

(3) In addition to the above, every bus operated in this state shall be equipped as follows:

(a) Mirrors. There shall be two exterior rear vision mirrors, one at each side. The mirrors shall be firmly attached to the outside of the bus and located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Each exterior rear vision mirror, on Type I buses, shall have a minimum reflective surface of 50 square inches. Neither the mirror nor the mounting shall protrude farther than the widest part of the vehicle body except to the extent necessary to produce a field of view meeting or exceeding the requirements of this section. All Type I buses shall, in addition to the above requirements, be equipped with an inside rear vision mirror capable of giving the driver a clear view of seated and standing passengers. Buses having a passenger exit door that is located inconveniently for the driver's visual control shall be equipped with additional interior mirrors to enable the driver to view the passenger exit door. In lieu of interior mirrors, trailer buses and articulated buses may be equipped with closed circuit video systems or adult monitors in voice control with the driver.

(b) Wiring and Batteries. Electrical wiring shall be maintained so as not to come in contact with moving parts, heated surfaces, or be subject to chafing or abrasion which may cause insulation to become worn. Every Type I bus manufactured on or after February 7, 1988, shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be practicably located in an

accessible location adjacent to or near to the battery and be legibly and permanently marked for identification. Every storage battery on a public-sector bus shall be mounted with proper retainment devices in a compartment which provides adequate ventilation and drainage.

(c) Brake Interlock Systems. All Type I buses having a rear exit door shall be equipped with a rear exit door/brake interlock that automatically applies the brake upon driver activation of the rear exit door to the open position. Brake interlock application shall remain activated until deactivated by the driver and the rear exit door returns to the closed position. The rear exit door brake interlock on such buses shall be equipped with an identified override switch enabling emergency release of the brake interlock function. The override switch shall not be located within reach of the seated driver. Air pressure application to the brake during brake interlock operation, on buses equipped with rear exit door/brake interlock, shall be regulated at the equipment's original manufacturer's specifications.

(4) Standee Line and Warning. Every bus designed and constructed to allow standees shall be plainly marked with a line of contrasting color at least two inches wide, or be equipped with some other means to indicate that all passengers are prohibited from occupying a space forward of a perpendicular plane drawn through the rear of the driver's seat and perpendicular to the longitudinal axis of the bus. A sign shall be posted at or near the front of the bus stating that it is a violation for a bus to be operated with passengers occupying an area forward of the line.

(5) Handrails and Stanchions. Every bus designed and constructed to allow standees shall be equipped with overhead handrails for standee passengers. Overhead handrails shall be continuous, except for a gap at the rear exit door, and terminate into vertical stanchions or turn up into a ceiling fastener. Every Type I and Type II bus designed for carrying more than 16 passengers shall be equipped with handrails, stanchions, or bars at least 10 inches long and installed to permit safe on-board circulation, seating and standing assistance, and boarding and alighting by elderly and handicapped persons. Type I buses shall be equipped with a safety bar and panel directly behind each entry and exit stepwell.

(6) Flooring, Steps, and Thresholds. Flooring, steps, and thresholds on all buses shall have slip resistant surfaces without protruding or sharp edges, lips, or overhangs, in order to prevent tripping hazards. All step edges and thresholds shall have a band of color(s) running the full width of the step or edge which contrasts with the step tread and riser, either light-on-dark or dark-on-light.

(7) Doors. Power activated doors on all buses shall be equipped with a manual device designed to release door closing pressure.

(8) Emergency Exits. All buses shall have an emergency exit door, or in lieu thereof, shall be provided with emergency escape push-out windows. Each emergency escape window shall be in the form of a parallelogram with dimensions of not less than 18" by 24", and each shall contain an area of not less than 432 square inches. There shall be a sufficient number of push-out or kick-out windows in each vehicle to provide a total escape area equivalent to 67 square inches per seat, including the driver's seat. No less than 40% of the total escape area shall be on one side of the vehicle. Emergency escape kick-out or push-out windows and emergency exit doors shall be conspicuously marked with a sign or light and shall always be kept in good working order so that they may be readily opened in an emergency. All such windows and doors shall not be obstructed, either inside or outside, so as to hinder escape. Buses equipped with an auxiliary door for emergency exit shall be equipped with an audible alarm and light indicating to the driver when a door is ajar or opened while the engine is running. Supplemental security locks operable by a key are prohibited on emergency exit doors unless these security locks are equipped and connected with an

ignition interlock system or an audio visual alarm located in the driver's compartment. Any supplemental security lock system used on emergency exits shall be kept unlocked whenever a bus is in operation.

(9) Tires and Wheels. Tires shall be properly inflated in accordance with manufacturer's recommendations.

(a) No bus shall be operated with a tread groove pattern depth:

1. Less than $\frac{4}{32}$ ($\frac{1}{8}$) of an inch, measured at any point on a major tread groove for tires on the steering axle of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

2. Less than $\frac{2}{32}$ ($\frac{1}{16}$) of an inch, measured at any point on a major tread groove for all other tires of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

(b) No bus shall be operated with recapped, regrooved, or retreaded tires on the steering axle.

(c) Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs.

(10) Suspension. The suspension system of all buses, including springs, air bags, and all other suspension parts shall be free from cracks, leaks, or any other defect which may cause its impairment or failure to function properly.

(11) Steering and Front Axle. The steering system of all buses shall have no indication of leaks which would or may cause its impairment to function properly, and shall be free from cracks and excessive wear of components that may cause excessive free play or loose motion in the steering system or above normal effort in steering control.

(12) Seat Belts. Every bus shall be equipped with an adjustable driver's restraining belt in compliance with the requirements of FMVSS 209, "Seat Belt Assemblies" 49 C.F.R. 571.209, Rev. 10/09, and FMVSS 210, "Seat Belt Assembly Anchorages" 49 C.F.R. 571.210, Rev. 10/09, hereby incorporated by reference.

(13) Safety Equipment. Every bus shall be equipped with one fully charged dry chemical or carbon dioxide fire extinguisher, having at least a 1A:BC rating, and bearing the label of Underwriter's Laboratory, Inc. The fire extinguishers shall be maintained as follows:

(a) Each fire extinguisher shall be securely mounted on the bus in a conspicuous place or in a clearly marked compartment and be readily accessible.

(b) Each fire extinguisher shall be maintained in efficient operating condition and be equipped with some means of determining if it is fully charged.

(c) Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section 316.300, F.S.

(14) Persons with Disabilities. Buses used for the purpose of transporting individuals with disabilities shall meet the requirements set forth in 49 C.F.R. Part 38, Rev. 10/09 hereby incorporated by reference, as well as the following:

(a) Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating, or tire rating to be exceeded.

(b) Except in locations within 3 1/2 inches of the bus floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the bus associated with the operation of the lift or ramp.

(c) The controls for operating the lift shall be at a location where the bus driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).

(d) The installation of the wheelchair lift or ramp and its controls and the method of attachment in the bus body or chassis shall not diminish the structural integrity of the bus nor cause a hazardous imbalance of the bus. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the bus, nor vertically beyond the lowest part of the rim of the wheel closest to the lift.

(e) Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following information:

1. The manufacturer's name and address.

2. The month and year of manufacture.

3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.

(15) Wheelchairs. Wheelchair lifts, ramps, securement devices, and restraints shall be inspected and maintained as required by this rule chapter. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every bus.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2)(a) FS. History—New 9-7-87, Amended 11-10-92, 8-2-94, 8-7-05, 6-24-08, 9-16-10.

14-90.008 Standards for Accessible Buses.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.009 Bus Safety Inspections.

(1) Each bus transit system shall require that all buses operated by such bus transit system, and all buses operated by a private contract transit provider, be inspected at least annually in accordance with bus inspection procedures set forth in this rule.

(2) It shall be the bus transit system's responsibility to ensure that each individual performing a bus safety inspection is qualified as follows:

(a) Understands the requirements set forth in this rule chapter and can identify defective components.

(b) Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.

(c) Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program, and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

(3) Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment, as referenced or specified herein. Specific operable equipment and devices as required by this rule chapter, include the following as applicable to Type I and II buses:

(a) Horn.

(b) Windshield wipers.

(c) Mirrors.

(d) Wiring and batteries.

(e) Service and parking brakes.

(f) Warning devices.

(g) Directional signals.

(h) Hazard warning signals.

(i) Lighting systems and signaling devices.

(j) Handrails and stanchions.

(k) Standee line and warning.

(l) Doors and brake interlock devices.

(m) Stepwells and flooring.

(n) Emergency exits

(o) Tires and wheels.

(p) Suspension system.

(q) Steering system.

(r) Exhaust system.

(s) Seat belts.

(t) Safety equipment.

(u) Equipment for transporting wheelchairs.

(v) Working speedometer.

(4) A safety inspection report shall be prepared by the individual(s) performing the inspection and shall include the following:

(a) Identification of the individual(s) performing the inspection.

(b) Identification of the bus transit system operating the bus.

(c) The date of the inspection.

(d) Identification of the bus inspected.

(e) Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.

(f) Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s).

(5) Records of annual safety inspections and documentation of any required corrective actions shall be retained a minimum of four years by the bus transit system for compliance review.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.010 Certification.

(1) Each bus transit system shall annually submit a safety and security certification to the Department. The certification shall be submitted no later than February 15, for the prior calendar year period. The certification shall attest to the following:

(a) The adoption of an SSPP and an SPP in accordance with established standards set forth in this rule chapter.

(b) Compliance with its adopted SSPP and SPP.

(c) Performance of safety inspections on all buses operated by the system in accordance with this rule chapter.

(d) Reviews of the SSPP and SPP have been conducted to ensure they are up to date.

(2) The certification shall include:

(a) The name and address of the bus transit system, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from that of the bus transit system.

(b) A statement signed by an officer or person directly responsible for management of the bus transit

system attesting to compliance with this rule chapter.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2) FS. Law Implemented 334.044(28), 341.061(1), 341.061(2) FS. History—New 9-7-87, Amended 8-7-05, 9-16-10.

14-90.011 Inspection of Buses by Law Enforcement Officers.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2), 316.610 FS. History—New 9-7-87, Repealed 8-7-05.

14-90.012 Safety and Security Inspections and Reviews.

(1) The Department, or its contractor, shall conduct inspections of bus transit systems to ascertain compliance with the provisions of this rule chapter.

(2) The Department, or its contractor, shall conduct safety and security reviews of any bus transit system the Department believes to be in noncompliance with its SSPP or SPP, or providing passenger service operations in an unsafe manner, or if there is evidence of an immediate danger to public safety. The Department shall prepare and submit a report of the review to the affected bus transit system. The report shall be submitted to the bus transit system within three business days of completion of the review and shall contain the following:

(a) Identification of the findings, including a detailed description of any deficiency.

(b) Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.

(c) Any required suspension of bus transit system service, should the Department determine the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.

(3) The Department shall initiate the following actions to suspend the affected bus transit system service if any deficiency or unsafe condition exists, to the extent that the continued operation of the system, or a portion thereof, poses an immediate danger or threat to public safety.

(a) Immediately notify the affected bus transit system of the unsafe condition, followed by a certified letter describing the deficiency or unsafe condition. The notification shall include the following:

1. The required corrective action for the deficiency or unsafe condition.

2. The requirement for the bus transit system to certify, in writing to the Department, the completion of the required corrective action in accordance with an established implementation schedule.

(b) Conduct an on-site review of the bus transit system to verify the correction of the deficiency in accordance with this rule and the established implementation schedule.

(c) Suspend affected passenger service operations if the bus transit system fails to correct the deficiency in accordance with this rule and the established implementation schedule.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 334.044(28), 341.041(3), 341.061(1)(d), 341.061(2)(c) FS. History—New 11-10-92, Amended 8-7-05, 9-16-10.

Exhibit 5

Vehicle Specifications

Fuel Type	Gasoline/Diesel/CNG /Electric
Alternator (Generator) Model	High amperage output.
Maximum Rated Output (Volts/Amps)	Must be sized to match intended electrical load of equipment and peripherals. (12/24 VAC)
Air Compressor Model	Subject to approval, if required.
Transmission Type	Automatic
Transmission Manufacturer	OEM
Number of Axles	2
Front Axle Type	Independent
Front Axle Manufacturer	OEM
Front Suspension Type	Air Spring and/or leaf and shackle with shocks
Rear Axle Type	Beam Axle
Rear Axle Manufacturer	OEM
Rear Suspension Type	Air Spring and/or leaf and shackle with shocks
Front Tire Size	OEM—Subject to approval
Rear Tire Size	OEM—Subject to approval
Front Axle Brakes Type	Disc-Hydraulic
Rear Axle Brakes Type	Disc-Hydraulic
Heating System Type	Water—Subject to approval
Air Conditioning	Front and Rear
Front Air Conditioning Type	Subject to approval.
Rear Air Conditioning Type	Subject to approval.
Steering Type	Power—Hydraulic Gear and/or electric
Number of Entrance Doors	Ø 1
Wheel Chair Ramps / Lift	1

16.6 *Severability.* If any one or more of the provisions of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Agreement shall be treated as though that portion had never been a part thereof.

16.7 *Modification.* The Agreement may not be amended or altered without prior written approval by PSTA and which is signed by the Parties. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Agreement and signed by PSTA.

16.8 *Headings and Section References.* The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

16.9 *No Third Party Beneficiaries.* This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents of PSTA or citizens of its service area, nor shall it be construed as enforceable by any third parties.

16.10 *Authorization.* Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

16.11 *Mutual Drafting.* This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

16.12 *Counterparts.* This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

16.13 *Electronic Signatures.* This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the Execution Date.

CONTRACTOR:

By: 
Name and Title

PSTA:

By: 
Brad Miller, CEO

Date: 06/10/2021

Date: 6/11/21

WITNESS:

By: Cavale Denoff, Executive Assistant

Name and Title

Attest:

By: Rachael Cappolla

Approved as to form:

By: _____

Alan S. Zimmet, General Counsel

By Alan S. Zimmet at 11:41 am, 6/11/21



**Jolley Trolley
Coastal Route**

FY23

Summary of Proposed Funding Formula

Total Costs	Total Hours	Total Cost Per Hour	Total
60 min frequency 7 days/week			
Total Estimated Hours	17,289	\$ 95.01	\$ 1,642,628
Farebox Estimate	12.0%		\$ (197,115)

Farebox estimate based on full FY19 fare recovery

Total Anticipated Net Costs \$ 1,445,513

Summary of Partial Funding Contributions

Service Contributors	Contribution	Percent
Pinellas Suncoast Transit Authority (F-Su)	\$ 1,265,873	87.6%
Clearwater DDB	\$ 20,466	1.4%
Dunedin	\$ 53,058	3.7%
Pinellas County	\$ 53,058	3.7%
Tarpon Springs	\$ 53,058	3.7%
Total Funding Contributions	\$ 1,445,513	100%
DRAFT		3/4/2022

Escalation	6.40%
Cities and County	Annual Contribution
FY23	\$ 53,058
FY24	\$ 56,453
FY25	\$ 60,066
FY26	\$ 63,911
FY27	\$ 68,001

Escalation	6.40%
DDB	Annual Contribution
FY23	\$ 20,466
FY24	\$ 21,776
FY25	\$ 23,170
FY26	\$ 24,653
FY27	\$ 26,231

FY 26 Agreement

EXHIBIT 2

AGREEMENT FOR TROLLEY OPERATIONS AND RELATED SERVICES

THIS AGREEMENT FOR TROLLEY OPERATIONS AND RELATED SERVICES ("Agreement") is entered into on this 10th day of June 2021 (the "Execution Date"), by and between Pinellas Suncoast Transit Authority, an independent special district ("PSTA"), with its principal place of business at 3201 Scherer Drive, St. Petersburg, FL 33716, and Jolley Trolley Transportation of Clearwater, Inc. ("Contractor"), with its principal place of business located at 410 North Myrtle Avenue, Clearwater, Florida 33755 (collectively referred to as the "Parties").

WHEREAS, PSTA's Board of Directors has waived the requirement of PSTA's procurement policy that the services being sought in this Agreement be competitively procured; and

WHEREAS, PSTA is firmly committed to emission reductions in its transportation operations and is continuously exploring the long-term electrification opportunities of its fleet and infrastructure; and

WHEREAS, a favorable regulatory environment, the availability of federal and state funding, and the advancement and availability of electronic vehicle technology ("EV") are making it easier and cost-effective for transit agencies to deploy electric buses, vehicles, and related infrastructure; and

WHEREAS, electrifying an entire fleet is a complex transition that requires appropriate planning and cooperation of all PSTA's partners, such as Contractor; and

WHEREAS, the Parties wish to work to electrify Contractor's fleet of trolleys used on PSTA service.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein by reference.
2. **SCOPE OF WORK.** Contractor shall provide trolley operations and related services in accordance with the specifications, tasks, and scope of services set forth in **Exhibit 1** to this Agreement (the "Services"). Contractor acknowledges that it has read the specification for the Services and understands them. Nothing contained in this Agreement or any of its exhibits or attachments shall be construed as a guarantee or implication as to any minimum quantity of services that Contractor will provide or for which it will be compensated. It is further understood and agreed by the Parties that Contractor, in the performance of the Services, is subject to the control and direction of PSTA as to the designation of tasks to be performed and the results to be accomplished for the Services, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use PSTA facilities, space, equipment or support services in the performance of the Services, this use shall be at Contractor's sole discretion based on Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contractor, PSTA does not require that Contractor use PSTA facilities, equipment or support services or work in PSTA locations in the performance of the Services.
3. **TERM OF AGREEMENT.** This Agreement shall commence and be effective on October 1, 2022 (hereinafter the "Effective Date") and shall remain in effect for ten (10) years, terminating on September 30, 2032, unless terminated sooner as provided herein ("Contract Term"). A "Term Year" shall mean each

twelve (12) month period commencing on October 1 and ending on September 30 of each year during the term of the Agreement.

4. TERMS OF PERFORMANCE.

4.01 *Time for Performance.* Contractor shall begin providing the Services on the Effective Date and shall continue throughout the Contract Term. Time is of the essence in performing the Services under this Agreement.

4.02 *Representatives; Relationship of Parties.* Prior to the start of any work under this Agreement, Contractor shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Agreement, to PSTA in writing ("Contractor's Representative"). Such designation shall include the contact information (including phone numbers) of Contractor's Representative. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Agreement ("PSTA's Project Manager"). Such writing from PSTA may include the specific duties of each individual and each representative's limits of authority. The Parties acknowledge that the relationship created by this Agreement is of independent contractors and neither party shall have the ability or authority to bind the other party to any other contract or obligation. Contractor shall have no authority to and shall not pledge PSTA's credit or in any way render PSTA a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

4.03 *Non-exclusive contract.* PSTA specifically reserves the right to contract with other entities for the Services or for similar services and products if it deems, in its sole discretion, such action to be in PSTA's best interest. Contractor may also perform services for additional persons or companies, in Contractor's discretion.

4.04 *Licenses and Permits.* Contractor shall secure all necessary licenses and permits that may be necessary to perform the Services under this Agreement. PSTA shall not be held responsible in the event Contractor fails to meet any local or state regulation, or to secure any permits or licenses required to provide the Services under this Agreement. Any such failure shall be considered a material breach of the terms and conditions of this Agreement.

4.05 *Contractor Responsibility.* Contractor shall provide Services of first quality in accordance with customary standards of the industries involved in the Services. The Services shall be high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services. Contractor hereby assumes responsibility for all materials, equipment, and processes used in providing the Services. Contractor represents and warrants that it has no obligations or indebtedness that would impair its ability to perform the Services under this Agreement.

4.06 *Compliance with Laws.* Contractor shall be solely responsible for being familiar with and complying with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including but not limited to those set forth in this Agreement, and that, in any manner, could bear on the Services including, but not limited to, data privacy laws, all rules and regulations related to safety and compliance therewith including but not limited to those applicable to conflict of interest and collusion, Executive Order No. 11246 entitled "Equal Employment

Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60). PSTA and PSTA’s Project Manager will communicate directly with Contractor’s Representative and shall have no authority to direct, oversee, or instruct Contractor’s employees, subcontractors, or materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Agreement shall not relieve Contractor of its obligations to comply with all laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations.

4.07 *Suspension of Services.* PSTA may, in its sole discretion, suspend or delay all or part of the Services provided by Contractor under this Agreement upon written notice to the Contractor. Such notice shall specify the nature and expected duration of the suspension or delay. Contractor shall resume providing services upon written direction from PSTA.

4.08 *Transitioning to a Subsequent Contractor.* Contractor shall cooperate and participate in transitioning the Services to a new subsequent contractor upon termination or expiration of this Agreement. Contractor shall participate in meetings with PSTA and the other contractors, transfer records, and take all other actions necessary to transition its duties no less than one hundred twenty (120) calendar days prior to the start of services provided by a new contractor (the “Transition Period”). Contractor shall participate in the smooth transition of the Services to ensure that the transition results in minimum disruption of the Services and PSTA’s operations. During the Transition Period, Contractor shall comply with all of PSTA’s requests related to the transition and in the timeframe designated by PSTA.

5. **COMPENSATION.** In consideration of Contractor’s faithful performance of the Services, PSTA agrees to pay Contractor on a per revenue hour basis according to the costs and methods set forth in **Exhibit 3**, as reduced by any deductions for late trips, missed trips, hold times, and/or erroneous reporting, and any Liquidated Damages pursuant to section 12.04 of this Agreement, all as determined by PSTA. Total costs per revenue hour and any discounts shall be held firm throughout the duration of the Contract Term and any Extension Terms, unless otherwise agreed upon in writing by the Parties. The total amount of compensation paid to Contractor pursuant to this Agreement shall not exceed Thirty-Nine Million Dollars (\$39,000,000). **Exhibit 2** identifies Contractor’s fixed costs, which PSTA will make a monthly payment prior to the first of each month, and Contractor’s variable costs as identified in Exhibit 3, which will be the basis of a payment made by PSTA after the end of each month based on the service provided by Contractor in the prior month. Each Term Year during the term of this Agreement, the Parties will mutually agree to the Contractor’s fixed costs for the upcoming Term Year, which will be reduced accordingly to account for any Electric Trolleys provided by PSTA to Contractor pursuant to Paragraph 16 of **Exhibit 1**, Scope of Services. An amount equal to the cost of an equivalent diesel trolley for the Term Year according to the vehicle replacement schedule in Exhibit 2 shall be deducted from the Contractor’s fixed costs paid by PSTA in equal amounts over the ensuing twelve (12) months after Contractor’s receipt of the Electric Trolley provided by PSTA. (As an example, assume that PSTA’s fixed cost payments to the Contractor are \$200,000 due on the first of every month. PSTA provides an Electric Trolley to the Contractor in the third Term Year when the cost of replacing an equivalent diesel trolley is \$240,000. In the subsequent 12 months, PSTA’s fixed price payments will be reduced from \$200,000 to \$180,000 ($\$240,000 / 12 \text{ months} = \$20,000$) for the following 12 months. After those 12 months expire, the fixed price payments return to \$200,000). Any Electric Trolleys provided by PSTA to Contractor pursuant to Paragraph 16 of Exhibit 1, Scope of Services, shall include the provision of a depot charging unit for each Electric Trolley.

Contractor will install the depot charging units at existing conduit installed at base of operation at Contractor's expense.

5.01 *Invoices.* All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA, including but not limited to the PSTA Purchase Order Number, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
Purchase Order #: _____
3201 Scherer Drive
St. Petersburg, Florida 33716
Or via E-Mail: Accountspayable@psta.net

5.02 *Payment Due Date.* All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date is calculated from the time PSTA Accounts Payable Accountant has received and accepted the invoice pursuant to the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the accepted date.

5.03 *Disputed Invoices.* In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. Contractor shall have thirty (30) days from the date of payment to challenge any payments from PSTA.

5.04 *Tax-exempt.* PSTA does not pay sales or use tax and will provide sales tax exemption certificate at the written request of Contractor, where necessary.

5.05 *Billing Documentation.* In addition to all billing requirements and documentation required for compensation under this Agreement, PSTA will provide to Contractor a maximum number of monthly revenue hours and maximum amount of additional "plug" revenue hours that may be used throughout the applicable fiscal year. The maximum provided by PSTA is an estimate only and Contractor shall only be compensated for actual revenue hours completed in any given month. Additionally, Contractor shall not be eligible for any compensation above the maximum number of annual revenue hours provided by PSTA unless Contractor: (1) notifies PSTA as soon as it is aware, or should be aware, that additional hours will be required; and (2) submits sufficient backup and documentation justifying any increase in revenue hours. The approval of such additional hours shall be in the sole and absolute discretion of PSTA.

6. COVENANTS AGAINST GRATUITIES.

6.01 *Contractor Gratuities.* Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating Contractor's performance under this Agreement.

6.02 *Driver Requirements.* Contractor shall prohibit and ensure that no representative, employee, contractor, driver, or any person providing the Services under this Agreement shall not solicit any gratuity, tip, or compensation from any rider who is receiving Services provided under this Agreement.

7. ASSIGNABILITY; SUBCONTRACTING; EMPLOYEES.

The terms and provisions of the Agreement shall be binding upon PSTA and Contractor, their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

7.01 *Written Approval Required.* The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA.

7.02 *Responsibility for Subcontractors.* If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to PSTA. In the event of any noncompliance by any assignee or subcontractors, Contractor shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs. Contractor shall require all subcontractors performing or contributing to the Services under this Agreement to keep written records in reasonable detail of all services performed and to maintain all books, data information and records in a form that will support the subcontractor's invoice billed to the Contractor.

7.03 *Assignment by PSTA.* PSTA may assign its rights and obligations under the Agreement to any successor to the rights and functions of PSTA or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent PSTA deems necessary or advisable under the circumstances.

7.04 *E-Verify.* Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the services provided pursuant to the Agreement.

7.05 *Employees.* Contractor is an independent contractor and no relationship of employer-employee exists between the Parties for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable as employees of PSTA. PSTA is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. Contractor shall be solely responsible for paying all of its subcontractors, employees, payroll taxes, and/or benefits. If, in performing the Services, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors. Contractor shall be solely

responsible for satisfying all obligations that may be owed its employees, whether derived from statute, regulation or agreement, throughout this Agreement and after expiration or termination of this Agreement, however terminated.

7.06 *Criminal History Checks.* Contractor shall ensure that all employees, subcontractors, and subcontractor employees have completed a fingerprint based criminal history check, which shall include Level 2 Background Screening pursuant to section 435.04, Florida Statutes. Contractor shall not charge any additional fees or expenses for such background checks.

10. DELAY IN PERFORMANCE/FORCE MAJEURE.

10.01 *Time of the Essence.* Time is of the essence for all Services provided under this Agreement. If Contractor fails to promptly provide the Services under this Agreement, PSTA may terminate this Agreement immediately, purchase substitute services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

10.02 *Force Majeure.* Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, governmental act, law, ordinance, rule or regulation, or events which are not the fault or are beyond the control of the party. Notwithstanding the foregoing, Force Majeure shall not include strikes or labor disputes.

10.03 *Unavoidable Delay.* In the event there is a delay in performance that is not reasonably expected to occur, including but not limited to delays in connection with Contractor's suppliers or agent thereof, that are substantial enough to cause delay of Services to PSTA, Contractor shall notify PSTA immediately and in no event more than ten (10) days of Contractor being made aware that such event has occurred, or when Contractor should be aware that such event has occurred, and request extended time for completion. PSTA shall review the request and determine whether it is appropriate. PSTA shall respond to Contractor in writing within ten (10) days of receipt of Contractor's request for extension and, if granted, shall extend the time for completion for the determined number of days attributable to the unavoidable delay. Contractor shall not be entitled to any damages or compensation and shall not be reimbursed by PSTA for losses on account of delays or hindrances resulting from any cause including, but not limited to, any actions which result in change in scheduling, changes in the scope of services, or increases in the cost of performing the Services.

11. TERMINATION OF AGREEMENT.

This Agreement may be terminated with or without cause in accordance with the provisions below.

11.01 *Without Cause.* For and in consideration of \$10.00, if PSTA determines that it is in its best interest to do so, PSTA may terminate this Agreement without cause and without penalty or expense to PSTA, upon ninety (90) days' written notice to Contractor. If PSTA terminates this Agreement pursuant to this subsection, Contractor shall promptly submit to PSTA its costs to be paid for services performed up to the date of termination. If Contractor has any property belonging to PSTA in its possession, Contractor shall account for the same and dispose of it as directed by PSTA.

11.02 *With Cause.* PSTA may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (1) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Agreement; (2) Contractor fails to perform in the manner called for in the Agreement; or (3) Contractor does not provide services in accordance with the requirements of the specifications in the Agreement. PSTA will provide Contractor ninety (90) days' written notice in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Contractor shall state the conditions for Contractor's cure, if applicable. If Contractor fails to cure the defect in performance, or if it has received a written notice of termination to Contractor for the same issue more than two (2) times over the course of this Agreement, this Agreement may be terminated by PSTA immediately. Contractor agrees that any assessment or payment of Liquidated Damages as set forth in section 12.04 of this Agreement does not cure any defect in performance and does not adequately compensate PSTA for the damages and harm sustained from a pattern of substandard performance. Contractor may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Agreement, provided that Contractor must first provide notice of the alleged breach to PSTA and give PSTA ninety (90) days' written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the ninety (90) day cure period, Contractor may not terminate this Agreement.

11.03 *Effect of Termination.* Upon expiration or termination of this Agreement, however terminated, and final payment for the Services rendered in accordance with the Agreement, PSTA shall have no further obligations or responsibilities to Contractor. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against PSTA arising out of this Agreement or otherwise relating to the Services, except those identified in writing by Contractor to PSTA prior to receipt of final payment. Neither the acceptance of the Services nor payment by PSTA shall be deemed to be a waiver of PSTA's rights or remedies, including but not limited to the right to enforce the warranties provided by Contractor in this Agreement, any obligations of Contractor under this Agreement, or to the recovery of damages for failure to provide the Services in accordance with the Agreement.

11.04 *Force Majeure.* If it is later determined by PSTA that Contractor's failure to perform was a result of a Force Majeure, PSTA may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 11.01 of this Agreement.

11.05 *Appropriation.* In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, PSTA shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.

11.06 *Waiver of Remedies for any Breach.* In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

12. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

12.01 *Disputes.* Disputes raised by Contractor which are not resolved amicably by the Parties, shall be decided in writing by PSTA's Director of Procurement. This decision shall be final and

conclusive unless, within ten (10) days of Contractor's receipt of the decision of PSTA's Director of Procurement, Contractor has furnished a written notice of appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be binding upon Contractor and Contractor shall abide by the decision.

12.02 *Performance during Dispute.* Unless otherwise directed by PSTA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

12.03 *Claims for Damages.* Should Contractor suffer injury or damage to person or property because of any act or omission of PSTA or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to PSTA within ten (10) days after the first observance of such injury or damage.

12.04 *Liquidated Damages.* Contractor acknowledges and agrees that the damages PSTA will suffer as a result of Contractor's failure to provide the Services in accordance with the terms set forth in Paragraph 19(B) of Exhibit 1 to this Agreement are not readily ascertainable and would be incapable to quantify. As such, PSTA shall be entitled to liquidated damages as set forth in Paragraph 19(B) of Exhibit 1 to this Agreement ("Liquidated Damages"). Notwithstanding any other provision of this Agreement, Liquidated Damages shall begin to accrue from the date of the breach and shall not be affected by any cure period or grace periods. The Parties acknowledge that the Liquidated Damages are reasonable, are based on the anticipated harm caused by such breach, and are not a penalty. PSTA may, in its sole discretion, upon thirty (30) days' written notice to Contractor, deduct Liquidated Damages from Contractor's invoices for any amounts due or which may become due under this Agreement.

12.05 *Rights and Remedies.* The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12.06 *Attorneys' Fees.* In the event of legal action or other proceeding arising under this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all its reasonable attorneys' fees and cost incurred by the prevailing Party in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against one of the Parties. The prevailing Party also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the prevailing Party. The reasonable costs to which the prevailing Party will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

13. INDEMNIFICATION.

13.01 General. The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, loss of use, or Contractor's violation or alleged violation of any third parties' trade secrets, proprietary information, trademark, copyright, patent rights or first amendment rights arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. All obligations contained in this section shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under the Agreement.

13.02 Control of Defense. Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third-party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished records and information, and shall attend any conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

14. INSURANCE.

Before beginning any work under this Agreement, Contractor shall obtain insurance as specified in below at Contractor's sole expense and shall provide PSTA with proof of insurance as specified therein. Contractor shall maintain such insurance throughout the entire Contract Term and any Extension Terms.

All insurance renewal certificates must be on file with PSTA no less than fifteen (15) business days prior to the expiration of the current policy with the approved endorsements.

Delays in commencement due to failure to provide satisfactory evidence of insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event Contractor has subcontractors, including independent contractors, perform any portion of the work in the Contract Documents; either Contractor shall name those subcontractors and independent contractors as "additional insured" or each Subcontractor and independent contractor shall be required to have the same insurance requirements as Contractor. Insurance must be maintained throughout the entire term of this Agreement, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or until termination of this Agreement. For services with a "Completion Operation Exposure", Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "B+" as assigned by AM Best. Contractor shall provide PSTA with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements to PSTA's Purchasing/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Contractor has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Procurement/Risk Management Department shall recognize and honor such status. Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on Contractor's Excess Insurance Program. If Contractor participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. Contractor shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

- A Certificate of Insurance with the additional insured endorsement.
- A Certified copy of the actual insurance policy.
- The Most Recent Annual Report or Audited Financial Statement (Self-Insured Retention (SIR) or deductible exceeds \$100,000).

PSTA, at its sole option, has the right to request a certified copy of policies required by this Agreement. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the PSTA, if requested by the PSTA, Contractor shall, within thirty (30) days after receipt of a written request from the PSTA, provide the PSTA with a certified copy or certified copies of the policy or policies providing the coverage required herein. Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

The acceptance and approval of Contractor's Insurance shall not be construed as relieving Contractor from liability or obligation assumed under this Agreement or imposed by law. PSTA, Board Members, Officers and Employees will be included "Additional Insured" on all policies, except Workers' Compensation.

Should at any time Contractor not maintain the insurance coverages required by this Agreement, PSTA may either cancel or suspend delivery of goods or services as required by Contractor or, at its

sole discretion, shall be authorized to purchase such coverage and charge Contractor for such coverage purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverages purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverages shall in no way be construed to be a waiver of its rights.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that Contractor is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by Contractor, Contractor has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by Contractor occurs, or alternately find Contractor to be in default and takes over the protective measures as needed.

The insurance provided by Contractor shall apply on a primary basis to any insurance or self-insurance maintained by any participating agency. Any insurance, or self-insurance, maintained by a participating agency shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, PSTA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of PSTA and PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and PSTA's board members, officer(s) or employee(s).

All insurance policies shall include waivers of subrogation in favor of PSTA, from Contractor and Contractor will ensure the compliance with any subcontractors.

I. Project Specific Insurance Requirements - The following policies and minimum coverage shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for services with a Completed Operations exposure, are as follows:

A. Commercial General Liability Insurance: including, but not limited to, Independent Contractors, Supplier Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Contractors).

Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations

- (iii) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage
- (vi) \$1,000,000 Aggregate

An Occurrence Form Policy is preferred. If coverage is a Claims Made Policy, provisions should include for claims filed on or after the Effective Date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of two (2) years following the expiration of this Agreement.

- B. **Vehicle Liability Insurance** - Recognizing that the work governed by the Contract Documents requires the use of vehicles, Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum, liability coverage for:

- Owned, Non-owned, and Hired vehicles and with the minimum limits at \$1,000,000 Combined Single Limit (CSL).

This policy should not be subject to any aggregate limit.

- C. **Workers' Compensation Insurance.** Prior to beginning work, Contractor shall obtain Workers' Compensation Insurance with limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. Contractor shall maintain throughout and will remain in force during the term of this Agreement for all employees engaged in work under this contract.

The Employers' Liability Insurance with limits no less than:

- \$500,000 Bodily Injury by Accident
- \$1,000,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee.

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against all participating agencies, and their respective officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with all participating agencies, and their officers and employees scheduled thereon.

If not covered under the Contractor's workers compensation policy, Subcontractor or Independent Contractors shall provide proof of coverage or exemption status to be maintained by Contractor.

- D. **Commercial Crime Coverage.** Contractor shall purchase and maintain, throughout the term of this contract, Commercial Crime Coverage, to pay for losses to PSTA property or money caused by employee dishonesty, theft or robbery of money inside the premises and loss, theft or robbery of money outside the premises.

The minimum limits shall be:

- \$20,000 per occurrence / \$50,000 Aggregate

15. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, Florida Statutes, for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. PSTA may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of the Contractor to promptly supply information in connection with an inquiry or the conviction of a public entity crime may be grounds for termination of this Agreement.

16. MISCELLANEOUS PROVISIONS.

16.1 Venue and Jurisdiction. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

16.2 Entire Agreement. This Agreement, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids and/or understandings. There are no representations or warranties unless set forth in the Agreement.

16.3 Public Records Requirements. Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Contractor acting on behalf of PSTA, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by PSTA in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that PSTA would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to PSTA all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide PSTA with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to PSTA in a format that is compatible with the information technology of PSTA. If Contractor does not comply with a public records request, PSTA may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of PSTA.

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:

Telephone number: 727-540-1806

E-mail address: rcappolla@psta.net

Mailing address: 3201 Scherer Drive, St. Petersburg, FL 33716

16.4 *Interest of Members of or Delegates to Congress; conflicts of interest.* No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to receive any benefit there from. Contractor represents and warrants that no public officers or procurement employees have a material ownership interest in Contractor and this Agreement is not otherwise prohibited by part III, chapter 112, Florida Statutes. Contractor further represents and warrants that its current business dealings will not conflict in any manner with Contractor's performance of the Services. Contractor shall promptly notify PSTA's Project Manager of any potential conflicts of interest which may arise throughout this Agreement with respect to any prospective business association, interest or other circumstance which may influence, or appear to influence, the Contractor's judgment or quality of the Services. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of PSTA as to whether the association, interest or circumstance would, in the opinion of PSTA, constitute a conflict of interest if entered into by the Contractor. PSTA agrees to notify Contractor of its decision within thirty (3) days of receipt of notification by Contractor. If, in the opinion of PSTA, the prospective business association, interest or circumstance would not constitute a conflict of interest, PSTA shall so state in the notification and Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to the Services.

16.5 *Notices.* All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To PSTA:

Pinellas Suncoast Transit Authority
Attn: Brad Miller, CEO
3201 Scherer Drive
St. Petersburg, FL 33716

With required copy to:

Alan S. Zimmet, General Counsel
Bryant Miller Olive
One Tampa City Center
Suite 2700
Tampa, Florida 33602
Phone: (813) 273-6677
Fax: (813) 223-2705

To Jolley Trolley:

Jolley Trolley Transportation of Clearwater, Inc.
Rosemary Windsor, CEO
410 North Myrtle Avenue
Clearwater, FL 33755

With required copy to:

Carol Hague, Board Secretary
Jolley Trolley Transportation of Clearwater, Inc.
410 N Myrtle Avenue
Clearwater, FL 33755
Phone: (727) 439-6212
Fax: (727) 443-3655

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

16.6 *Severability.* If any one or more of the provisions of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Agreement shall be treated as though that portion had never been a part thereof.

16.7 *Modification.* The Agreement may not be amended or altered without prior written approval by PSTA and which is signed by the Parties. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Agreement and signed by PSTA.

16.8 *Headings and Section References.* The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

16.9 *No Third Party Beneficiaries.* This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents of PSTA or citizens of its service area, nor shall it be construed as enforceable by any third parties.

16.10 *Authorization.* Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

16.11 *Mutual Drafting.* This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

16.12 *Counterparts.* This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

16.13 *Electronic Signatures.* This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the Execution Date.

CONTRACTOR:

By: 
Name and Title

PSTA:

By: _____
Brad Miller, CEO

Date: 06/10/2021

Date: _____

WITNESS:

Attest:

By: Carol Denoff, Executive Assistant

By: _____

Name and Title

Approved as to form:

By: _____

Alan S. Zimmet, General Counsel

Exhibit 1
Scope of Services

Introduction

Contractor shall supply the facility, vintage trolley vehicles and staff for the administration and operations for the required trolley services. Contractor will provide start-up expertise, cost, services, system management, all vintage trolley vehicles, personnel, facilities, fuel and services required for operation and maintenance of the service for all Contractor owned or leased vehicles. Contractor services shall include, but not be limited to, vintage trolley transit vehicles and services support vehicles, drivers, maintenance personnel, security, dispatchers, supervisors and the physical facilities and equipment necessary to operate a transit system, including garage, if applicable, and office facilities.

2. Definitions

Accident: As defined by FTA, in connection with a PSTA trip.

ADA: Americans with Disabilities Act (ADA) of 1990 and CFR 49 Subtitle A Part 37.

Dispatch/Dispatchers: The operational function and the person(s) responsible for job duties which include radio dispatch of and communication with drivers and ensuring no missed trips.

FTA: The Federal Transit Administration.

General Transit Feed Specifications (GTFS): The General Transit Feed Specifications (GTFS), also known as GTFS static or static transit to differentiate it from the GTFS real time extension, defines a common format for public transportation schedules and associated geographic information. GTFS “feeds” let public transit agencies publish their transit data and developers write applications that consume that data in an interoperable way.

Incident: Any non-vehicular occurrence outside the normal which occurs in connection with a PSTA service (i.e. slip/fall); any vehicular damage not defined above as an “accident”; or an altercation with or between passengers, or any bodily injury that is not received during a defined accident.

Key Personnel May include: General Manager, designated Project Manager, Personnel Manager, Operations Manager, Customer Service Manager, Account Manager, Administration, Driver Trainer, Safety/Risk Manager and Systems Manager or similar positions over a functional aspect of the PSTA contract.

Missed Trip: A missed trip occurs when the Contractor does not complete a scheduled run.

National Transit Database (NTD) Reporting and Other Miscellaneous Reports: PSTA requires that Contractor collect and maintain all data required by the National Transit Database (NTD) related to the provision of service. PSTA reserves the right to establish a reporting process for and to specify the data to be collected and maintained by the Contractor.

Near Field Communications (NFC): Near field communication is a set of ideas and technology that enables smartphones and other devices to establish radio communication with each other by touching the devices together or bringing them into proximity to a distance of typically 10 cm (3.9 in) or less.

On-Time Performance: Route is operating in accordance with the advertised time-points. This is also defined as a trip operating no more than zero (0) minutes early nor five (5) or more minutes late.

Passengers per Vehicle Revenue Hour: Calculated by dividing all completed passenger trips by the number vehicle revenue hours.

Contractor: Means the individual, firm, company, corporation, partnership, or association executing the Contract as an entity providing the services specified in this Agreement.

Contractor Supplied Vehicles: Any vehicle supplied by Contractor for use in the provision of PSTA's service. PSTA will not supply any vehicles needed for these services.

Revenue Vehicle: Any vehicle utilized by the Contractor to provide services to customers where revenue or some form of fare media is collected.

Related Parties: Affiliates of the Contractor; entities for which investments are accounted for by the equity method by the enterprise; trusts for the benefit of employees, such as pension and profit sharing trusts that are managed by or under the trusteeship of management; principal owners of the Contractor; its management; members of the immediate families of principal owners of the Contractor and its management; and other parties with which the Contractor may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. Another party also is a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

Revenue Hours (Vehicle): The hours that the vehicle travels while in revenue service. Vehicle revenue hours (VRH) include the hours from revenue service only. Vehicle revenue hours exclude; deadhead, driver training, and maintenance testing.

Revenue Miles (Vehicle): The miles that the vehicle travels while in revenue service. Vehicle revenue miles (VRM) include the miles from revenue service only. Vehicle revenue miles exclude; deadhead, driver training and maintenance testing.

Revenue Service: The time during which service is operated where any vehicle and driver is available to receive payment for providing transportation.

Service Performance Standards: Criteria established by PSTA for service delivery. Every effort must be made by Contractor to meet these standards. The assessment of incentives and liquidated damages will be based on the Contractor's ability to meet these standards.

Supplier: The Supplier refers to the individual, entity, firm, company, corporation, partnership, or association contracted to provide the services for PSTA defined within this Agreement.

Trip: The act of transporting one person from one location to another.

Vintage Trolley Vehicle: A transit vehicle with more than 20 passenger capacity that is designed to replicate a trolley vehicle operated circa the early 1900's.

3. Service Area and Hours of Operations

The trolley routes operate in one of the highest tourist corridors in Florida and as such, are subject to substantial increase in demand during the various peak seasons of the year, most notably mid-February to mid-April. The current service includes three (3) routes: North Beach, South Beach and Coastal. The Beach routes operate every half hour from 9:42 a.m. until 11:52 p.m. Monday through Sunday, three-hundred sixty five (365) days per year. The Coastal route operates from Downtown Clearwater through Dunedin and Palm Harbor to Tarpon Springs on an hourly basis from 8:25 a.m. until 1:00a.m., three-hundred sixty (365) days per year. Additional routes may be added in the future.

PSTA at its sole discretion retains the right to amend route alignments, stop locations, or hours of in-service operation from time to time.

PSTA reserves the right to modify the service level as specified herein. If the proposed increase or decrease in the service is greater than twenty percent (20%) of the original service levels, based on service hours, then the price will be re-negotiated between PSTA and Contractor. If the proposed increase or decrease is less than 20% there will not be a change in cost.

4. Revenue Fleet Requirement

A preliminary run of the headway of the operations for half hour service is indicative of regular operations for the greater part of the year and would warrant a fleet of eight (8) revenue vehicles. The operating experience to date indicates an increase in service requirements by approximately 25% during spring break and holiday season on some routes and close to doubling the service on others. An additional four (4) vehicles should be considered to meet the peak season requirements. These totals do not include the spare ratio for this type of fleet. The spare ratio of vehicles should not exceed 20%.

5. Facility

Contractor is responsible for providing a suitable facility that will accommodate its vehicles, staff and necessary equipment to provide the service. The facility shall be in a location that will minimize the impact on deadhead operations and allow for prompt response to service needs and road calls in the required service area. PSTA reserves the right to inspect Contractor's facility at any time during the contract period.

Contractor's new facility shall be built in a way that does not preclude, but rather accommodates the use of electric battery powered, zero-emission trolley buses ("Electric Trolleys") or any other electric vehicles, and shall include the ability to charge the vehicles when they are parked at the facility. The facility's electric utility capacity shall be designed to be expandable as more Electric Trolleys are introduced to the fleet. Contractor shall be responsible for adding charging stations, as necessary, to accommodate the Electric Trolleys that Contractor purchases pursuant to paragraph 16 below. All concrete surfaces and structures, and trolley-related aspects of the facility shall be designed and built to handle the weight of the Electric Trolleys.

On or before May 15, 2021, Contractor shall provide PSTA with copies of the design plans for the new facility. PSTA staff shall provide its feedback and comments on proper electric trolley maintenance and charging facilities, back to Contractor within seven (7) business days of receipt of the design plans from the Contractor.

6. PSTA Furnished Equipment

A. PSTA Furnished Equipment

PSTA will provide and install the below equipment on the Contractor's revenue vehicles. The Contractor shall maintain, repair and protect all equipment, tools and materials provided by PSTA or supplied for the benefit of PSTA services. The equipment is the sole property of PSTA and therefore shall be returned to PSTA at the end of the contract. The Contractor cannot use the equipment for non-PSTA service.

The below equipment will be furnished to the Contractor by PSTA:

- Clever Devices on Board Bus AVL Equipment and all components of PSTA's Real-Time Information System. This includes seamless interfacing with Clever Devices software.
- INIT Smart Card Validators (ProxMobile3) and vehicle configurations. This includes seamless interfacing with INIT'S back office software.
- Automatic Passenger Counters (APC). PSTA currently uses Urban Transportation Associates (UTA) on board APC equipment and reporting software.

B. Contractor Required Equipment

- The Contractor is required to purchase, install and maintain an On-Board Video Surveillance System. All data from the video surveillance system must be maintain and accessible for a minimum of thirty (30) days.
- The Contractor is required to have Passenger WiFi access on all vehicles used for PSTA service. The Contractor is responsible for the WiFi modem/routers and cellular service.

7. Fare Structure, Handling and Compensation

Fares shall be determined by PSTA for all services. All fares shall be PSTA revenue. The Contractor shall develop a secure fare collection system that provides accountability of collection of fares. The Contractor shall have a secure location for storage of collected fares. Fare collection information including method of payment shall be documented and reported to PSTA. PSTA reserves the right to audit fare collection procedures at any time.

The Contractor shall:

- Accept all fare media by PSTA, including magnetic stripe, Universal Pass cards, and all eFare media (i.e. Smart Cards-mobile devices NFC) and mobile apps.
- Accept full and reduced cash fares on board in accordance with the PSTA Fare Structure.
- Issue day passes on board in accordance with PSTA Fare Structure.
- Provide fare boxes for on board fare collection and issuance of magnetic fare media.
- Count and report all fares collected. (Smart Card Technology provided by PSTA)
- Establish a reconciliation process for fares collected to be returned to PSTA.
- Have the option to sell additional fare types, i.e. 3-Day passes.
- Will ensure all drivers are aware of and adhere to the fare structure established by PSTA.

PSTA shall:

- Notify the Contractor of any proposed fare changes.
- Work with the Contractor for the conversion of fare media.
- Provide fare collection equipment related to the new Regional Fare Collection System (Smart Card and Mobile App Readers) as implemented throughout the PSTA system.

8. Planned Service

The planned service area for the initial contracted services can be found on PSTA's website at www.psta.net. Additional service may be required on established routes related to holidays, special events, emergency services, hurricane or similar evacuations or other public events as directed by PSTA. All services will be compliant with PSTA and ADA services as provided on all PSTA regular fixed routes.

From time to time, PSTA may request that the Contractor operate the transportation service beyond the fixed route schedule. This additional service may include, but will not be limited to, extended hours of service, and/or special routings during special events or to assist during periods after a natural disaster. The Contractor will provide the service as directed by PSTA and will be compensated at the revenue hour rate. The Contractor shall be available to PSTA, upon seventy-two (72) hours advance notice, when feasible. The Contractor agrees to provide vehicles and personnel to operate additional service.

Extended event service may be scheduled on any day of the week and at any hour when the event does not conflict with regularly scheduled service. All event services must be in accordance with PSTA Charter policies, terms, and conditions.

PSTA and the Contractor will agree on holidays or special events prior to the service being performed. Depending on the day of the week of a holiday or special event, the Contractor may be asked to operate a Saturday schedule or additional trips on the day of the holiday/event or the day before the holiday/event. Examples:

- New Year's Eve service will be extended to 2:00 a.m.
- Sundays before a Monday holiday will run Saturday service, such as Sundays before Memorial Day and Labor Day.
- Special Events to run Saturday service include, but are not limited to, Dunedin Mardi Gras, St. Patrick's Day and Cinco de Mayo.

PSTA is responsible for all Scheduling of the service. The Contractor shall:

- Participate in PSTA's planning process for the trolley service.
- Periodically make recommendations as to routes, fares, and service standards, subject to the determination and approval by PSTA.
- Provide for full vehicle run cutting and blocking, as needed. Contractor shall provide services at a minimum of four (4) hours per day per vehicle and a maximum of eighteen (18) hours per day per vehicle.
- Provide an interface for GTFS (General Transit Feed Specification, see Definitions section) schedule information import and export.

9. Dispatch

Contractor will provide dispatcher(s) as necessary to properly oversee the daily operation of PSTA's trolley service. The dispatcher(s) will ensure proper communication between the driver and dispatch to support the service requirements. At least one dispatcher will be on duty when any vehicle is in revenue service.

Dispatchers shall be sufficiently trained in all aspects of their position including but not limited to PSTA service requirements, the communication system and ADA regulations.

10. Complaints

Complaints received by PSTA will be sent to the Contractor electronically. The Contractor shall have primary responsibility for investigating and resolving all complaints and provide PSTA with the details of action taken to resolve and prevent recurrence of the problem within three (3) business days of receiving the complaint. The Contractor will be required to submit the complaint response back to PSTA electronically.

If PSTA determines that any Contractor personnel is involved in illegal or unethical activity, or contributes to an unsafe condition while operating the service, the Contractor shall comply with PSTA's request that the employee be prohibited from participating in PSTA service.

PSTA reserves the right to require the Project Manager and/or other appropriate staff to attend meetings with PSTA staff to address passenger complaints and comments as needed.

PSTA shall receive and document passenger compliments, comments and complaints. PSTA shall define complaint categories and calculate the number of service-related complaints.

The Contractor shall provide a description of the proposed process for reporting and addressing passenger complaints with their Proposal.

11. Staff Hiring, Retention, and Training Requirements

A. Applicable Law and Responsibilities

The Contractor will be solely responsible for payment of wages and benefits as well as for their wrongful acts of its employees or subcontractors. Contractor's personnel wages and work hours shall be in accordance with local, County, State, and Federal regulations affecting such personnel. PSTA will have the right to notify the Contractor of any problems or concerns involving the performance or conduct of any employee or Contractor's subcontractor who is participating in the provision of PSTA's service. Contractor shall respond immediately to any such notice by PSTA and shall take appropriate actions to remedy any problems or concerns including, where appropriate, termination or removal of such employee from provision of service for PSTA.

Without any expense to PSTA, the Contractor will comply with all applicable laws, regulations, rules and procedures, including, but not limited to, those regarding employer's liability, employee liability, workers' compensation, unemployment insurance, employment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees. Contractor will indemnify, hold harmless, and defend PSTA for any and all liability, damages, claims, costs (including reasonable attorneys' fees, and other expenses of any nature) arising from alleged violations of

such laws, regulations, rules, or agreements with labor organizations, or from any claims of subrogation provided for in such laws, regulations, rules or agreements or otherwise, personal practices, applicable local, state and federal laws related to labor and employment and any applicable labor agreements.

Contractor shall require in their policy and procedures that all employees and subcontractors self-report any arrests and convictions during their employment.

B. Hiring

Contractor shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Department of Motor Vehicles license check, criminal record checks and pre-employment drug screening sufficient to meet applicable requirements for all services. PSTA encourages the hiring of bi-lingual, English and Spanish, employees.

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing the use of the system to confirm the employment eligibility of all new persons employed by the Contractor during the term of the contract.

C. Retention

The Contractor shall be solely responsible for the satisfactory work performance of all employees described in this Agreement or any reasonable performance standard established by PSTA. Contractor shall have a personnel program, which includes recruitment, hiring, training, retention and performance reviews. It is of paramount interest to PSTA and in the best interest of its passengers that the Contractor's employees and subcontractors are not only properly trained but gain hands-on experience in their craft. It is PSTA's belief that a high turnover rate reduces overall service quality through lack of efficiency and familiarity with the areas in which they operate. In order to indicate the level of commitment a Contractor would have to encourage retention and longevity of its employees and subcontractors, Contractor shall submit a plan to accomplish this as part of the proposal.

D. Employee Conduct

Contractor will ensure that all of its employees and subcontractors present a neat appearance and conduct themselves in a courteous, professional, and efficient manner at all times.

In the event that any employee or subcontractor is found not to be courteous or not to be performing properly the services required by the Contract, Contractor shall take necessary corrective measures.

All employees and subcontractors who are likely to be in contact with the public are to be trained by Contractor to give accurate information concerning all PSTA's fares and services.

Additionally, drivers shall meet the following requirements and observe the following minimum rules.

- Do not solicit or accept gratuities of any kind.
- Be sensitive to the special needs of the passengers with disabilities and all persons contacted in the performance of the job.
- Speak, understand, and write the English language.
- Smoking, including e-cigarettes, or use of tobacco products is prohibited within any vehicle used to deliver service under this Contract.
- Be identified by an ID, which shall be worn on the outer garment during all service hours.
- Not allow any animals, except service animals on vehicle. Small domestic animals are allowed provided they are contained in an enclosed animal carrier.
- Use or possession of a cellular, Wi-Fi, or Blue Tooth enabled or other personal electronic devices while driving or in service is prohibited. All cellular, Wi-Fi, or Blue Tooth enabled devices must be powered off while the vehicle is being driven.
- Passengers must never be kept waiting, except for drivers to maintain scheduled headways.
- Drivers shall be dressed and groomed appropriately. Further, all drivers shall wear a uniform acceptable to PSTA. Drivers and/or any other employee in contact with passengers shall wear identification tags clearly displaying their first name only while performing their duties.
- Drivers are required to adhere to and maintain the scheduled frequency of trips (headways).
- Drivers are required to have a thorough knowledge of and abide by all traffic regulations along the route.
- Drivers need to be sensitive to ridership comforts, such as the interior temperature of their respective vehicle, cleanliness of vehicles, etc. It is imperative that the on-board air conditioning unit function properly (at all times) while the trolley is in service.

E. Driver Suitability

All drivers must meet the following qualifications at the time they begin to provide service to PSTA:

1. Continuous possession of a valid driver's license for the past seven (7) years.
2. No Driving under the Influence (D.U.I) or Driving While Intoxicated (D.W.I.) convictions for the past seven (7) years.
3. Negative drug screens for at least the last seven (7) years.
4. No more than seven (7) points assessed on their driving record in the past forty-eight (48) months.
5. Possession of a valid Commercial Driver's License (CDL), State of Florida Driver's License with a passenger endorsement, which is appropriate for the passenger capacity and gross weight of the vehicle being operated by that driver. Drivers must pass all applicable medical exams.

6. All drivers providing service for PSTA shall be required to complete an eight-hour ADA sensitivity/passenger assistance program, which shall be approved by PSTA, and paid by Contractor.
7. Before hiring or assigning staff for PSTA services, the Contractor shall have conducted a national criminal background check. Said check shall be conducted for a period of seven (7) years prior to the date of hire and extending up to a date not more than four (4) weeks prior to the date of hire. No person who has been convicted of any felony or misdemeanor for a crime against a person shall be assigned to PSTA's contract.

Failure to disclose any criminal conviction to PSTA will disqualify the driver and may result in termination of the Contract. The Contractor must report to PSTA any driver operating under the contract who is arrested for public offenses during the course of their employment, including being arrested for traffic related offenses. A driver will be disqualified from operating a vehicle under the Contract for criminal misconduct if they have been convicted of any offense listed below. This list is a representation, and is not all-inclusive.

- a. Operating a motor vehicle while under the influence of alcohol, a narcotic drug, or derivatives of narcotic drugs.
- b. A crime involving the transportation, possession, sale or possession for sale, or unlawful use of a narcotic drug, or derivatives of narcotic drugs.
- c. A felony or misdemeanor involving moral turpitude.
- d. A felony for abuse, neglect, or exploitation of elderly persons and disabled adults.
- e. A felony or misdemeanor involving violence.
- f. Leaving the scene of a traffic accident resulting in personal injury or death.
- g. A felony involving the use of a motor vehicle.
- h. A felony or misdemeanor involving a firearm.
- i. Any person determined to be mentally disabled under Florida law or under similar provision of law of any state.
- j. Any person required to register as a sex offender under Florida law or under similar provisions of law of any state.
- k. Drivers with a suspended or revoked license may not provide service under the contract.

F. Drivers

The Contractor shall be responsible for anticipating required driver staffing levels and ensuring that sufficiently trained and qualified drivers are available to operate scheduled services. Contractors must meet all Florida Department of Highway, Safety and Motor Vehicles for scheduling drivers work hours at all times, including peak service times.

Contractor shall provide a copy of each driver's driving record based upon the Florida Department of Highway, Safety and Motor Vehicles in order to verify driving history upon request. Contractor shall initially be required to show proof of items a. through j. above, for any and all drivers who will be assigned to provide service to PSTA passengers. After a driver meets these qualifications, the Contractor shall be responsible for monitoring the driver's driving record on a continuous basis.

PSTA reserves the right to request, in writing, that the Contractor remove a driver from operating in PSTA service upon presentation of documentation that the driver has engaged in an unsafe or illegal act or a violation of policies and procedures while serving PSTA passengers. PSTA also reserves the right to review all findings and issues prior to written approval for driver utilization in carrying PSTA passengers; this will also include all misdemeanors and felony offenses. However, the Contractor shall be solely responsible for supervising its drivers, employees, agents and supervisors, ensuring that they comply with all PSTA's requirements.

G. Employee Training

The Contractor shall provide a description of the training program of drivers, supervisors, dispatchers, customer service representatives, and maintenance personnel within their proposal. The number of annual hours of training and types of training to be provided for each position shall be specified. The Contractor shall be responsible for all costs relating to employment, training, and compensation it's personnel for this Contract.

Training requirements shall include formal classroom and behind the wheel training and include, at a minimum, the following:

- Safety, FDOT and/or FL Rule Chapter 1490 Related Training
- Customer Service Training
- Radio Procedure Training
- Wheelchair Securement Training
- Vehicle Lift/Equipment Training
- Defensive Driver Training
- Drug and Alcohol Program Training
- First Aid and CPR Training
- Reasonable Suspicion Training (Supervisors Only)

The Contractor shall also provide all drivers with refresher training as required or on an as needed annual basis.

Drivers shall be trained to operate all types of vehicles (including reserve vehicles owned or leased by the Propose) in the service, wheelchair lifts and harness systems and other equipment that they may be expected to use during service hours.

12. Management

The Contractor is required to identify a Project Manager who will be responsible for the satisfactory operation of all aspects of services provided under the Contract.

- A. The Contractor's Project Manager will serve as the point of contact for communication with PSTA and will attend all meetings with PSTA staff for contract coordination and other requirements when requested.
- B. At all times that service is in operation and whenever passengers are being transported the Contractor is required to have a staff capable of supervising service delivery and communicating with its staff, passengers, and PSTA.
- C. PSTA reserves the right to review the Contractor's key employee's qualifications and other personnel as PSTA deems necessary to fulfill the Contract.
- D. PSTA reserves the right to request the removal of the Project Manager and other key personnel, if PSTA determines that conditions so warrant removal from PSTA's Contract.
- E. The Contractor shall cooperate with PSTA and any other agency when audits are conducted on any aspect of the service such as the Drug and Alcohol program, FDOT and/or FTA Triennial Reviews.

13. Drug and Alcohol Program

The Contractor agrees to contract with or under PSTA's third -party administrator for drug and alcohol testing, in accordance with PSTA guidelines and procedures which comply with 49 CFR Part 40 and 655. Contractor shall produce any documentation necessary to establish its compliance with these federal regulations. Contractor shall also permit any authorized representative of the United States Department of Transportation and PSTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655. This includes any additional reviews of the testing process as required under 49 CFR Part 40.

The Contractor agrees further to certify annually its compliance with Part 655 before February 15th of each year to PSTA's DAPM or DER located at 3201 Scherer Drive, St. Petersburg, FL 33716. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

The Contractor agrees further to submit for review and approval upon request a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to submit upon request all documentation needed to verify compliance with Part 655, including but not limited to: Drug-Free Workplace Policy, Drug-Free Awareness Program, Correspondence / Notification to employees, Employee Assistance Program, selection of certified laboratory, substance abuse professional, Medical Review Officer, and the use of any consortiums.

14. Safety Program

The most important aspect of this service is safety. The Contractor shall provide a safety program including, at a minimum, elements regarding safety of employees and passengers. The Safety Program shall comply with any applicable State and Federal regulations.

A. System Safety Program Plan

Contractor shall develop and maintain a System Safety Program Plan (SSPP) as required by the FTA and Rule Chapter 14-90 Florida Administrative Code (Equipment and Operational Safety Standards for Bus Transit Systems). PSTA must approve SSPP prior to service start up and any subsequent revisions. Florida Rule Chapter 14-90 is included in Exhibit 4.

B. Security Program Plan

Contractor shall develop and maintain a System Security Plan (SSP) as required by FTA and Rule Chapter 14-90 Florida Administrative Code (Equipment and Operational Safety Standards for Bus Transit Systems). PSTA must approve SSP prior to service start up and any subsequent revisions.

C. Continuity of Operations Plan (COOP)

Contractor shall develop and maintain a Continuity of Operations Plan (COOP) to ensure there are operating procedures for recovery and continued operation of trolley services in case of an emergency, disaster, or other unforeseen event which may inhibit the normal operation of services.

D. Other Plan Requirements

Contractor shall develop and maintain all other plans as required by federal, State, and local regulations. Such plans may include a fire and emergency evacuation plan.

E. Emergencies – Natural Disasters

In the event of an emergency or natural disaster, PSTA may require the Contractor to make available, to the maximum extent possible, transportation and communications services and facilities to assist PSTA in ameliorating such incidents. Any such use of the trolley vehicles for emergency response purposes must be pre-approved by the Office of Transportation of PSTA, and said approval must be secured in writing. To the extent PSTA requires the Contractor to provide such emergency services; the Contractor shall be relieved of the obligation to fulfill the duties and responsibilities of operating the current or any future trolley operations which may be established herein. Further, the Contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by the Contractor and PSTA prior to the conclusion of the emergency or disaster, or at such other time as they may mutually agree upon.

F. Other Operational Safety Requirements

The Contractor will observe all safety rules and other requirements of regulatory bodies having jurisdiction over the service area and operate the vehicles with the highest regard for all aspects of safety.

1. The Contractor will not use or allow the vehicles to be used for any illegal purpose.
2. The vehicles shall not be used for towing, pushing or any purpose other than the transportation of passengers.
3. The Contractor shall not overload the vehicles beyond their specified carrying capacity nor operate a vehicle in an unsafe manner.
4. All vehicles shall operate with headlights and taillights turned on while in service.
5. PSTA will designate specific bus stops along the routes described herein. Passengers shall be picked up and discharged only at these designated bus stops, however, may be permitted to make courtesy or flag-stops if safe to do so. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers.
6. Service shall be provided to all orderly persons who pay the proper fare and comply with ridership rules and regulations established by PSTA. The Contractor shall not discriminate against any paying passenger or prospective paying passenger because of race, color, religion or country of origin, age, gender, sexual preference or disability.
7. Mobility impaired passengers shall be assisted, as necessary, from the curbside to a secured position on the vehicle while boarding, or in reverse while alighting the vehicle. An Operator shall not provide assistance to a mobility-impaired passenger beyond the curbside. No assistance shall be required of an Operator, other than as specified above, if it necessitates leaving the driving position.
8. The Contractor shall require its operators to perform a vehicle pre-trip inspection when traveling away from the garage, before starting a new shift, or going into revenue service at any time.

15. Accidents and Incidents

All accidents involving any vehicle used for PSTA service, or PSTA passenger, shall be reported immediately to PSTA via telephone notification followed by written email notification. A supervisory level employee of the Contractor shall respond to all such accidents for the purpose of determining the cause of the accident. The Contractor shall comply with all requirements of FTA regulations regarding drug and alcohol testing. The Contractor shall provide PSTA written documentation of the driver, supervisor and police reports including drug and alcohol testing results as soon as possible after the accident.

Written documentation of all accidents and injuries involving passengers that are not a result of vehicle collision shall be provided to PSTA within twenty-four (24) hours of occurrence. Documentation should include a description of how the injury occurred, how Contractor employees responded to the injury, an outline of follow-up conversations with the passenger, and recommendations for prevention of future injuries of the same type.

If fines or other charges for which the Contractor is responsible are levied, assessed, charged or imposed against PSTA, PSTA will notify the Contractor in writing. PSTA may pay any fine or their charge, whether levied, assessed, charged, or imposed against PSTA for the Contractor. In the event payment is made by PSTA, the Contractor will reimburse PSTA within seven (7) calendar days after receipt of an invoice. Failure to make such reimbursement when due may, at the option of PSTA, be deemed a default under the Contract or be recouped from any payments due to the Contractor.

16. Vehicles

Contracted service shall be provided by approximately a fleet of a minimum of fourteen (14) of lift-equipped accessible vintage trolley vehicles that are provided by the Contractor. All of the proposed vehicles shall have side-loading ramps/lifts which meet the requirement of the ADA. The side-loading ramps/lifts may either be located at the front entrance door, mid-ship of the vehicle, or rear curbside. The vehicles shall be new or at least less than half-life years / miles base on Altoona expected life. The Contractor is responsible for licensing and registration of all vehicles. The Contractor will be responsible for maintaining all required insurance coverage, maintenance, and all daily operating costs. The minimum specifications for the trolley vehicles that are to be provided for this service are listed in Exhibit 5. The Contractor shall submit specifications on the vehicles to be used in providing the service under this Agreement.

Vehicles proposed for use should meet all specifications as defined in this proposal and required by law. Transit vehicles must meet the requirements of Florida Administrative Code 14-90 (i.e. passenger door mirror height, etc.). The system fleet must meet all local, state and federal requirements as applicable to public transit vehicles.

PSTA will provide security driver barriers for all Contractor's vehicles at a date mutually agreed upon by the Parties.

Included in Contractor's proposal is the replacement of some of its fleet of diesel and gasoline powered trolleys during the Contract Term, at Contractor's cost and expense. This includes, and Contractor agrees that at least one of the trolleys replaced no later than in year 3 of the Contract Term and at least one of the trolleys replaced no later than in year 5 of the Contract Term shall be replaced with Electric Trolleys, at Contractor's sole cost and expense.

From time to time PSTA may decide, in its sole and absolute discretion, to purchase Electric Trolleys for use by Contractor in providing services under this Agreement. Contractor agrees to use the PSTA purchased Electric Trolleys solely for services under this Agreement. Contractor shall be responsible to maintain the PSTA Electric Trolleys in accordance with all manufacturer's requirements and generally acceptable industry standards. PSTA shall lease the PSTA purchased Electric Trolleys to Contractor for \$1 per year, per vehicle. Over the Contract Term, PSTA may purchase up to two (2) Electric Trolleys for lease to Contractor. These PSTA-purchased Electric Trolleys are in addition to the two Electric Trolleys the Contractor is purchasing as replacements for its existing fleet of diesel and gasoline powered trolleys, as noted in the above paragraph. If PSTA provides an Electric Trolley to the Contractor, the compensation due Contractor under this Agreement for Contractor's fixed costs shall be reduced as provided for in Paragraph 5 of the Agreement by an amount equivalent to the replacement cost of an equivalent number of diesel or gasoline trolleys as shown on the Jolley Trolley's vehicle replacement schedule as shown in Exhibit 2. If PSTA purchases Electric Trolleys for Contractor's use with federal funds, Contractor shall use and maintain said trolleys in accordance with all FTA regulations, circulars and grant requirements, including those that prohibit the use of said trolleys for charter service.

Commencing in the sixth Term Year under the Agreement, PSTA can, in its sole discretion, prohibit the Contractor from purchasing new replacement trolleys, thereby reducing Contractor's fixed costs, unless the Parties agree that purchasing of new trolleys is necessary for Contractor to provide service under the Agreement. If PSTA chooses not to renew the Agreement beyond the Contract Term, at the end of the Contract Term, PSTA will purchase the Contractor's trolleys used to provide service under the Agreement at a value determined as of the date of termination of the Agreement. The value of each trolley shall not exceed the unamortized cost of the trolley, using a five-year useful life, with straight amortization. PSTA shall not be obligated to purchase Contractor's trolleys if Contractor chooses to not renew the Agreement, Contractor otherwise terminates the Agreement, or PSTA terminates the Agreement for cause.

17. Vehicle Maintenance

A. Minimum Maintenance Requirements and Plan

The Contractor shall develop and maintain a vehicle maintenance plan which should meet FTA and FDOT requirements. The maintenance plan shall be submitted and approved by PSTA prior to service start up.

At all times the Contractor shall maintain the vehicles in a safe, clean, and mechanically sound condition in accordance with vehicle manufacturer guidelines.

The Contractor will be responsible for maintaining the appearance and cleanliness of all vehicles used in service under this Contract. Vehicles shall be removed from service due to damage that is beyond repair. PSTA reserves the right to request to have any vehicle removed from service until it is in a safe, reliable and clean presentable condition.

Vehicles shall be operated in accordance with applicable Federal, State of Florida, and local laws. Due regard for the safety, comfort, and convenience of passengers, property, and for the safety of the general public must be taken at all times.

The Contractor will be responsible for providing complete maintenance and service of vehicles and PSTA provided equipment; including radios or other communication devices. This also includes regular preventive maintenance and record keeping, mechanical repairs, tires, parts,

fuel, and labor. Regular preventive maintenance inspections shall be conducted in accordance with the Contractor's maintenance plan approved by PSTA. Random unannounced maintenance inspections will be conducted by PSTA staff to verify regular preventative maintenance schedules and safe conditions of operational vehicles. A maintenance report for preventive maintenance schedule adherence shall be submitted to PSTA with monthly invoices.

Periodic inspection and servicing checklists will be developed that conform at least to manufactures most severe service recommendations and generally accepted best industry practices.

Each vehicle shall have a properly functioning wheelchair ramp/lift at all times. If the wheelchair ramp/lift fail while on-route in service, the Contractor shall make arrangements to have the vehicle changed out promptly. Substitute transport shall be made available by the Contractor for any passengers requiring the use of the wheelchair ramp/lift to complete the trip.

The Contractor shall properly maintain operating HVAC systems on all vehicles, so equipped with HVAC, at all times. No vehicle shall be permitted to enter service without a properly functioning heating or air conditioning system while in service, if so equipped on the vehicle.

B. Vehicle Listing

The Contractor shall provide a description of the vehicles that the Contractor intends to use to provide the requested services. The description shall include for each vehicle, at a minimum: the year, model and mileage of the vehicle; remaining manufacturer life based on the Altoona test; whether the vehicle is equipped with a lift or ramp; the side of vehicle that lift is deployed on; the seating capacity of the vehicle; the number of securement areas in the vehicle including the type of securement devices installed.

C. Equipment Failure

In the event that any vehicles used as part of this Contract experiences an accident, equipment failure or service interruption of any kind, the Contractor will be responsible for providing alternative transportation at the Contractor's sole expense. Any wheelchair passengers that cannot board a vehicle due to equipment failure shall be transported to their destination within thirty (30) minutes per ADA regulations and at no additional cost to the passenger or PSTA.

D. Vehicle Cleaning

Contractor shall provide all labor and materials necessary to keep the vehicles clean at all times. Contractor shall wash the exteriors of the vehicles, including support vehicles, at least weekly, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping the floor, and cleaning the windows if required. Contractor shall mop vehicle floors and clean all other interior items including seats, handrails, and windows as needed to maintain a clean vehicle. The interior passenger compartment shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products. Contractor shall remove all graffiti from the exterior and interior of the vehicles immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately.

18. Performance Standards

PSTA will monitor the service delivered by the Contractor and related activities in order to assess Contractor performance. As part of the monitoring procedure, PSTA will conduct random/periodic inspections and field audits of all service and vehicles as part of the overall quality assurance and control program. Contractors shall be required to provide PSTA full access to observe service and equipment.

The below performance standards are subject to review after each three month evaluation period. The performance standards may be adjusted, if needed, based on actual data collected during the first three months of the service performed.

A. On-Time Performance

An on-time trip is one that departs one (1) minute early and no more than five (5) minutes late from any scheduled stop.

Performance under this Contract shall require the Contractor to meet a daily standard of 90 percent (90%) on-time performance. During peak season, between mid-February and mid-April, the Contractor shall closely monitor on time performance. If traffic circumstances have an adverse effect on the performance, then the Contractor shall immediately initiate recovery efforts. The efficiency of the recovery from the service delays shall be monitored.

B. Customer Complaints

Complaints shall be measured per 10,000 customer boardings as measured by monthly passenger counts. Only valid customer complaints shall be used for this performance measure.

Performance under this Contract shall require the Contractor to meet a standard of twelve (12) complaints per 10,000 boardings.

C. Accident Rate

An accident is any contact with an object, vehicle or person. An accident includes all occurrences, whether the vehicle is in revenue service or not. The accident rate is determined by the number of accident occurrences per 100,000 miles.

Performance under this Contract shall require the Contractor to meet a standard of four (4) occurrences per 100,000 miles.

D. Miles between Road Calls

Road calls are defined as: (1) a vehicle was changed out due to a mechanical failure; (2) vehicle lost time due to a mechanical failure. Road call reporting shall follow all NTD guidelines for reporting road calls.

Performance under this Contract shall require the Contractor to meet a standard of ten thousand (10,000) miles between road calls.

19. Incentives and Liquidated Damages

A. Incentives

In order to ensure service efficiency and encourage the Contractor to use its financial and capital resources in the most cost-efficient manner, PSTA has established the Incentives shown in the below table. Incentives may be assessed at PSTA's sole discretion. If so, the Contractor will receive written notification within thirty (30) days of earning incentives. As determined by PSTA and in PSTA's sole discretion, the Contractor will be notified that earned incentives may be added to the next month's invoice.

B. Liquidated Damages

There may be occasions where the Contractor does not perform as required by PSTA. If a Contractor violates one of the requirements in the below table, liquidated damages may be assessed at PSTA's sole discretion. If so, the Contractor will receive written notification within thirty (30) days of assessment. The Contractor then has ten (10) days to provide written justification or other reasonable excuse for the removal of an assessment. As determined by PSTA and in PSTA's sole discretion, if no acceptable removal justification is received within ten (10) days, the assessment will automatically be applied to the Contractor's billing invoice for the period. PSTA hereby acknowledges that traffic patterns are out of Contractor's control and agrees to take into account such factors in determining Liquidated Damages, including the time of year, special events in the area, accidents, and other similar factors.

PSTA may elect to waive assessing any Liquidated Damages during the following periods:

- Four days (prior and post) Christmas Day
- December 31 (NYE)
- Four days (prior and post) New Year's Day
- Jan 15 thru April 30

PSTA and Contractor representatives have a history of addressing in good faith all contractual obligations between the Parties. Where specific circumstances (peak traffic generated by holidays, special events, weather conditions, etc.) equally affect Contractor's on-time performance and PSTA's on-time performance in the same area as Contractor's service, PSTA will consider the assessment of penalties to Contractor in these circumstances on a case-by-case basis.

Excessive liquidated damages over a period of time shall, at the sole discretion of PSTA Chief Executive Officer, be cause for suspension and/or termination of the contract. Likewise, the PSTA Chief Executive Officer shall have the authority to waive any and all liquidated damages.

Service Attribute	Measure	Performance Standard	Incentive	Liquidated Damages
On-Time Performance	Departs one (1) minute early and no more than five (5) minutes late.	90% On Time	94.5% results in a (0.25%) incentive. 98.1% results in a (0.50%) incentive.	85.5% results in a (0.25%) reduction. 81% results in a (0.50%) deduction.
Complaints	Number of Complaints per 10,000 boardings.	12	11.4 results in a (0.25%) incentive. 10.8 results in a (0.50%) incentive.	12.6 results in a (0.25%) reduction. 13.2 results in a (0.50%) deduction.
Accidents	Number of Accidents per 100,000 miles	4	3.8 results in a (0.25%) incentive. 3.6% results in a (0.50%) incentive.	4.2 results in a (0.25%) reduction. 4.4 results in a (0.50%) deduction
Miles between Road Calls	Number of Revenue Miles between Road Calls	10,000	10,500 results in a (0.25%) incentive. 11,000 results in a (0.50%) incentive.	9,500 results in a (0.25%) reduction. 9,000 results in a (0.50%) deduction
On Time Reports	All reports are submitted accurately on or before the due date	100%		Reports submitted after due date result in a (0.25%) reduction for every three (3) days past due.

20. Reporting Requirements

The Contractor is required to provide all operational statistics in an MS Excel format. Reports should be provided by the times specified for each report. Some of the reporting requirements may change as PSTA's external reporting requirements or systems change.

The Contractor shall maintain financial records in accordance with all Federal, State and PSTA standards. Monthly financial reports required include a minimum reconciliation of fares collected (cash and passes), vehicle miles traveled and hours of revenue service.

The following reports will be required by the Contractor.

A. National Transit Database (NTD) Records/Reporting

In accordance with the Federal Transit Administration (FTA) guidelines, Contractor will be responsible for the tracking, collecting, and preparation of National Transit Database (NTD) report data. PSTA may also require passenger mile sampling, as required by NTD every three years. Section 15 of FTA NTD reporting requirements entails a high level of financial and operational data sampling (approximately one per week) utilizing FTA approved sampling techniques or by collecting 100% of the data. All source documents shall be maintained for three years following final payment and may be audited by PSTA and/or FTA at any time within this period.

B. Passenger and Fare Reports

The Contractor is required to report passenger, fare, and deposit information on a monthly basis. Required data is required to be submitted with monthly invoice.

C. Quarterly Preventive Maintenance and Vehicle Mileage Update Reports

A Quarterly Preventive Maintenance (PM) Report shall be submitted to PSTA indicating the date and mileage for when the last PM was performed for each vehicle and the type of PM (e.g., "A", "B", Lube, Oil, Filter (LOF), Brake Inspection, HVAC Inspection) that was performed. This report will match the Contractor's maintenance records and will be audited by PSTA on a random announced or unannounced basis. PM reports for PSTA furnished equipment shall also be provided.

The vehicle fuel and oil consumption shall also be submitted quarterly.

D. Daily Accident/Incident Report

A daily Accident/Incident Report will be e-mailed to PSTA within 24 hours of each accident/incident involving a PSTA trip (regardless of fault). Any major accident involving injuries or significant damage to Contractor's vehicle will be immediately reported by phone, followed by a written summary of the accident/incident.

E. Operational Statistics

Monthly Operational Statistics shall be submitted to PSTA. Statistics include on-time performance, road calls, accidents and other information as required by PSTA.

F. Department of Transportation Drug and Alcohol MIS Reporting

Contractors are subject to Department of Transportation (DOT) drug and alcohol testing regulations and thus shall submit their annual drug and alcohol testing data to PSTA as required by the DOT for their Drug and Alcohol Management Information System (MIS).

21. Marketing, Branding and Public Engagement

PSTA shall be responsible to prepare, schedule and pay for advertising and promotional materials designed to inform customers of services. Contractor shall distribute and disseminate materials in accordance with the provisions of this Agreement and any supplemental directions provided by PSTA at no cost PSTA.

Contractors are not to permit or allow, any signage or unauthorized advertising to be placed in any vehicle used for PSTA service, except as authorized by PSTA. The Contractor shall ensure authorized PSTA information items and notices are not destroyed, soiled or mutilated.

The Contractor shall:

- Coordinate public information and marketing collateral materials and distribution with designated PSTA personnel
- Comply with system wide marketing standards
- Refer all media inquiries relating to service provided to PSTA and cooperate in providing public information through PSTA.

PSTA has a distinctive and established brand for the public transit services in Pinellas County. Contractors will be expected to work with PSTA staff to ensure branding for the trolley services complements PSTA's brand.

22. Vehicle Advertising

The Parties agree that any advertising revenues received by Contractor for advertisements on the trolleys during the Contract Term shall be shared by PSTA and Contractor as set forth herein. Contractor shall remit twenty-five and seventy-three one-hundredths percent (25.73%) of the gross advertising revenues generated and collected by Contractor for advertising on the trolleys to PSTA together with a written report no later than the fifteenth (15th) day of each month. The monthly written report shall detail the gross amount of the funds received during such month. Upon reasonable request (defined as no less than 72 hours' notice) from PSTA, Contractor shall make available backup documentation, at Contractor's office of operation during routine business hours, including invoices, cashed checks and/or receipt deposits sufficient for PSTA to review and verify the gross revenues for any month requested by PSTA. Nothing contained herein is intended to conflict with any other agreement PSTA or Contractor may have with other vendors regarding the sale of advertising on its own buses or other vehicles. For the avoidance of doubt, the Parties agree that Contractor may retain any and all advertising revenue it receives from

advertising installed on the trolley vehicles that are used solely by Contractor and not for providing the Services under the Agreement.

23. Confidentiality

PSTA shall maintain all documentation of the Contractor provided pursuant to paragraph 22 "Vehicle Advertising" in confidence, except if and to the extent that such disclosure is required by applicable law, including the open records and public meeting laws of the State of Florida.

24. Escalation/De-Escalation

If, during the term of the Agreement, the price of insurance, and/or vehicle capital significantly changes, whether higher or lower by more than 20% in a single year, through no fault of Contractor or PSTA, the Parties shall work in good faith to equitably adjust the compensation to be paid the Contractor by a reasonable amount, whether it results in an increase or a reduction in the compensation to be paid Contractor.

Additionally, if, during the performance of this Contract, PSTA elects to no longer provide the fuel for the service provided by Contractor to PSTA under this Agreement, the Parties agree that they will negotiate a reasonable adjustment to the Contractor's pricing. In no event, shall any increase in the amount paid to Contractor due to an escalation in the pricing under this Paragraph 24 shall result in a total amount paid to Contractor that exceeds the not to exceed amount set forth in Paragraph 5 of the Agreement.

EXHIBIT 2

SCHEDULE

CAUTION: A false statement in any offer submitted to PSTA may be a criminal offense.

NOTE: For Invitations for Bids the terms "Offer" and "Officer" shall mean "bid" and " bidder", respectively and for Request for Proposals the terms "Offer" and "Officer" shall mean "Offer" and "Officer", respectively, with solicitation and any associated exhibits.

THE OFFEROR MUST SIGN AND DATE THIS SCHEDULE WHERE PROVIDED AND SUBMIT ALL PAGES WITH THE OFFER.

The fees include all costs that the offeror(s) intends to recover, such as, but not limited to: supervision, labor, equipment, materials, vehicle licensing, vehicle title, pit-up, financing, carrying charges, and all other such charges to accommodate the services and requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in the contract.

Facility	QTY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Option 3 Totals
Rest												
1	0	0	0	0	0	0	0	42550	42550	42550	42550	\$152,001.00
Utilities												
1	48900	48930	51487	57162	63165	68936	75179	75407	75179	74895	78911	\$637,185.83
Maintenance												
1	41,200	44,096	45,831	47,206	48,832	50,081	51,684	52,084	51,687	50,834	50,837	\$500,608.57
Telecommunications												
1	35,200	36,216	37,444	38,664	39,818	40,906	42,225	42,225	42,225	43,540	44,816	\$405,329.76
Corporate overhead:												
1	167,707	172,716	177,730	182,758	187,796	192,848	197,914	202,923	202,966	210,105	223,100	\$1,839,842.15
Corporate Facility Overhead												
1	177,000	182,000	187,000	192,000	197,000	202,000	207,000	212,000	212,000	217,000	222,000	\$1,882,001.00
Administrative Cost												
General Manager (including Fringe)												
1	91,940	94,701	97,540	100,469	103,483	106,587	109,688	109,688	109,688	112,764	121,134	\$1,055,638.40
Clerical Staff (including Fringe)												
1	173,861	176,777	184,449	189,893	195,882	201,553	208,002	212,078	216,658	221,732	229,060	\$1,998,086.39
Insurance												
1	249,657	254,591	264,451	269,663	274,945	280,398	285,923	291,520	296,188	300,927	305,734	\$2,839,772.94
Payroll Taxes												
1	90,600	92,520	94,511	96,574	98,710	100,919	103,206	105,475	107,826	110,261	112,674	\$1,034,485.36
Reporting Manager for ITA, MTD, Incentivizing (including Fringe)												
1	70,176	71,275	72,440	73,677	74,987	76,370	77,826	79,354	80,954	82,626	84,370	\$804,150.57
Non-Vehicle Capital												
1	84,493	22,100	34,400	15,000	31,600	19,000	32,100	32,100	34,400	38,600	34,400	\$278,781.00
Operating Cost												
Driver Wages (including Fringe)												
1	760,188	782,993	806,483	830,678	855,588	881,286	907,845	935,269	963,599	992,833	1,022,968	\$8,748,613.55
Dispatcher Wages (including Fringe)												
1	55,295	56,951	58,659	60,419	62,232	64,099	65,919	67,689	69,466	71,249	73,036	\$635,432.79
Schedule (including Fringe)												
1	55,295	56,951	58,659	60,419	62,232	64,099	65,919	67,689	69,466	71,249	73,036	\$635,432.79
Road supervisor Wages (including Fringe)												
1	51,867	53,423	55,026	56,676	58,377	60,128	61,928	63,776	65,673	67,619	69,614	\$596,072.17
Uniforms - included in fringe benefits												
1	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Training												
1	16,646	16,562	17,009	17,571	18,148	18,741	19,349	19,971	20,606	21,254	21,914	\$184,937.22
Licenses												
1	6,723	7,205	7,677	8,145	8,609	9,079	9,545	10,007	10,465	10,918	11,366	\$974,867.58
Vehicle Capital												
1	48,719	14,077	33,216	43,145	52,860	62,366	71,666	80,760	89,644	98,318	106,782	\$4,311,848.16
Fuel												
1	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Trading												
1	14,720	15,068	15,444	15,846	16,276	16,732	17,211	17,711	18,231	18,771	19,331	\$155,587.99
Maintenance Cost												
Mechanics Wages (including Fringe)												
2	35,859	36,575	37,357	38,197	39,095	40,051	41,065	42,137	43,268	44,458	45,707	\$1,237,783.11
Training												
1	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Licenses												
1	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Parts/Supplies/Tires												
1	25,733	26,916	28,168	29,498	30,905	32,389	33,949	35,584	37,294	39,079	40,939	\$2,895,273.40
Uniforms												
1	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Shop Supplies												
1	12,000	12,360	12,731	13,113	13,506	13,911	14,326	14,751	15,186	15,631	16,086	\$137,862.43
Other Shop supplies, materials, worker												
5	17,804	18,760	19,739	20,739	21,760	22,801	23,854	24,919	25,994	27,079	28,174	\$2,059,912.10
Reserve												
1	125,507	131,118	140,259	154,775	164,899	172,904	179,615	185,026	189,144	192,869	196,202	\$1,857,472.00
TOTAL												

TOTAL PRICE OFFER →		\$38,533,264.99
NAME & TITLE OF OFFEROR'S REPRESENTATIVE:		
(Print Name)		
(Name & Title)		
(Offeror's Name)		

10 Year Vehicle Expense - Amortization

Year	# Bought	Cost	Year Total	Monthly Payment	Annual	1st yr Pay	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
1	1 Diesel	\$210,000.00		\$4,059.89	\$48,718.68	\$48,718.68	\$48,718.68	\$48,718.68	\$48,718.68	\$48,718.68						\$243,583.40
2	2 Diesel	\$215,000.00	100,358.16	\$4,181.59	\$50,179.08	\$50,179.08	\$50,179.08	\$50,179.08	\$50,179.08	\$50,179.08	\$50,179.08					\$250,895.40
3	1 Diesel	\$215,000.00	100,961.28	\$4,206.72	\$50,480.64	\$50,480.64	\$50,480.64	\$50,480.64	\$50,480.64	\$50,480.64	\$50,480.64	\$50,480.64				\$252,403.20
4	1 EV	\$220,000.00		\$11,054.87	\$132,658.44	\$132,658.44	\$132,658.44	\$132,658.44	\$132,658.44	\$132,658.44	\$132,658.44	\$132,658.44				\$663,292.20
4	2 Diesel	\$220,000.00		\$4,330.36	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32			\$259,821.60
5	1 Diesel	\$220,000.00		\$4,356.26	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12		\$259,821.60
5	1 EV	\$220,000.00		\$11,286.68	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16		\$677,200.80
6	2 Diesel	\$225,000.00		\$4,481.86	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$268,911.60
7	1 Diesel	\$225,000.00		\$4,481.86	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$268,911.60
8	1 Diesel	\$225,000.00		\$4,508.54	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$270,512.40
9	0			\$4,736.89	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$284,213.40
10	0															
					842,369.64											
	TOTAL					\$48,718.68	\$149,076.84	\$332,215.92	\$436,144.56	\$623,859.84	\$682,705.80	\$636,450.12	\$510,153.72	\$406,225.08	\$386,297.64	\$4,211,848.20

5.06.2021

EXHIBIT 3

10- Year PSTA Contract						
		Variable Costs				
Year		Amount of Contract		Cost per Hour		% Increase
1		\$760,188		\$22.99		
2		\$782,993		\$23.68		3.0
3		\$806,483		\$24.39		3.0
4		\$830,678		\$25.12		3.0
5		\$855,598		\$25.87		3.0
6		\$881,266		\$26.65		3.0
7		\$910,348		\$27.53		3.3
8		\$940,389		\$28.44		3.3
9		\$973,303		\$29.43		3.5
10		\$1,007,368		\$30.46		3.5
TOTAL		\$8,748,614		\$26.51		3.1777778
<i>Variable consists of Driver Wages and Fringe Benefits only</i>						

Exhibit 4

Florida Administrative Code Chapter 14-90

CHAPTER 14-90

EQUIPMENT AND OPERATIONAL SAFETY STANDARDS FOR BUS TRANSIT SYSTEMS

- 14-90.001 Scope (Repealed)
- 14-90.002 Definitions
- 14-90.003 Department Responsibilities and Authority (Repealed)
- 14-90.004 Bus Transit System Operational Standards
- 14-90.0041 Medical Examinations for Bus Transit System Drivers
- 14-90.005 Transit Bus Accidents (Repealed)
- 14-90.006 Operational and Driving Requirements
- 14-90.007 Vehicle Equipment Standards and Procurement Criteria
- 14-90.008 Standards for Accessible Buses (Repealed)
- 14-90.009 Bus Safety Inspections
- 14-90.010 Certification
- 14-90.011 Inspection of Buses By Law Enforcement Officers (Repealed)
- 14-90.012 Safety and Security Inspections and Reviews

14-90.001 Scope.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 344.044(12), (21), 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-2-94, Repealed 8-7-05.

14-90.002 Definitions.

Terms used in this rule chapter shall mean as defined in Section 341.031, F.S., in addition:

(1) “Bus” means any motor vehicle, other than a taxicab, which is designed or constructed for the public transport of persons for compensation and is owned, operated, leased, or controlled by a bus transit system. Buses are designated in two categories:

(a) Type I means over 22 feet in length, including bumpers.

(b) Type II means 22 feet or less in length, including bumpers and paratransit type vehicles, such as minibuses, standard vans, modified vans, station wagons, and sedans.

(2) “Bus Transit System” means a community transportation coordinator; a public transit provider; or a private contract transit provider which owns, operates, leases, or controls buses or taxicabs where such transportation consists of continuous or recurring transportation under the same contract; or a privately

owned or operated transit provider that receives operational or capital funding from the Department and owns, operates, leases, or controls buses, other than nonpublic sector buses that provides transportation services available for use by the general riding public.

(3) "Community Transportation Coordinator" means a provider of transportation services or an entity that ensures such services are provided by another bus transit system.

(4) "Department" means the Florida Department of Transportation.

(5) "Drive" or "Operate" means all time spent at the controls of a bus in operation.

(6) "Driver" means any person trained and designated to drive a bus on a street or highway being used for the public transport of persons for compensation.

(7) "FMVSS" means the Federal Motor Vehicle Safety Standards in effect at the time the bus or component is manufactured.

(8) "For Compensation" means for money, property, or anything else of value whether paid, received, or realized, directly or indirectly.

(9) "Manufacturer" means the original producer of the chassis, the producer of any type of bus, or the producer of equipment installed on any bus for the purpose of transporting individuals with disabilities.

(10) "Off-Duty" means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.

(11) "On Duty" means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:

(a) Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.

(b) Inspecting, servicing, or conditioning any vehicle.

(c) Driving.

(d) Remaining in readiness to operate a vehicle (stand-by).

(e) Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.

(12) "Passenger" means a person who is on board, boarding, or alighting from a bus for the purposes of public transport.

(13) "Paratransit" means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and the provider of the service. Paratransit service is provided by taxis, limousines, "dial-a-ride" buses, and other demand-responsive operations that are characterized by their nonscheduled, non-fixed route nature.

(14) "Safe Condition" means a condition where hazards are reduced to the lowest level feasible and

substantial compliance exists with all safety rules, regulations, and requirements.

(15) “Safety Review” means an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.

(16) “Security” means freedom from harm resulting from intentional acts against passengers, employees, equipment, and facilities.

(17) “Security Program Plan” or “SPP” means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.

(18) “Security Review” means an on-site assessment to determine if a bus transit system has security management controls in place and functioning in accordance with the security requirements provided in this rule chapter.

(19) “System Safety Program Plan” or “SSPP” means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.

(20) “Taxicab” means any motor vehicle of nine passenger capacity or less, including the driver, engaged in the general transportation of persons for compensation, not on a regular schedule, between fixed termini, or over regular routes, where such vehicle does not provide transportation services as a result of a contractual agreement with a bus transit system.

(21) “Trailer Bus” means a trailing or towed vehicle designed or used for the transportation of more than 10 persons, e.g., tram buses.

(22) “Twenty-four Hour Period” or “24-Hour Period” means the consecutive time beginning at 12:00.01 a.m. to 12:00.00 a.m.

(23) “Unsafe Condition” means anything which endangers human life or property.

(24) “Personal wireless communications device” means an electronic or electrical device that was not provided by the bus transit system for business purposes.

(25) “Use of a wireless communications device” means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual’s physical ability to perform, such as a hearing aid, is not included in this definition.

(26) “Wireless communications device” means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers).

Rulemaking Authority 334.044(2), 341.061(2), 341.041(3), 341.031 FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.003 Department Responsibilities and Authority.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.004 Bus Transit System Operational Standards.

(1) Each bus transit system shall develop and adopt an SSPP that complies with or exceeds the established safety standards set forth in this rule chapter.

(a) The SSPP shall address the following safety elements and requirements:

1. Safety policies and responsibilities.
2. Vehicle and equipment standards and procurement criteria.
3. Operational standards and procedures.
4. Bus driver and employee selection.
5. Driving requirements.

6. Bus driver and employee training. As part of the driver training program, specific procedures, and training shall be implemented to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards.

7. Vehicle maintenance.
8. Investigations of events described under subsection 14-90.004(5), F.A.C.
9. Hazard identification and resolution.
10. Equipment for transporting wheelchairs.
11. Safety data acquisition and analysis.

12. A wireless communication plan and procedure that provides for the safe operation of the bus transit vehicle. The wireless communication plan and procedure shall assure that:

a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion, and

b. All personal wireless communications devices are turned off with any earpieces removed from the operator's ear while occupying the driver's seat.

13. A policy on the use of a wireless communications device issued to the operator by the bus transit system for business related purposes. Policies developed shall assure that:

a. Guidelines are developed that allow for the use of a wireless communications device in emergency situations, and

b. The use of a wireless communications device does not interfere with the operator's safety related duties.

14. The Bus Transit System shall develop a driver educational training program addressing:

a. The proper use of a wireless communications device issued to the operator by the Bus Transit System while in the performance of their safety related duties, and

b. The hazards associated with driving and utilizing a wireless communications device.

15. Safety standards for private contract bus transit system(s) that provide(s) continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

(b) Each bus transit system shall implement and comply with the SSPP during the operation of the system.

(c) Each bus transit system shall require that all operable transit buses be inspected at least once per year in accordance with established standards.

(d) Each bus transit system shall submit an annual safety certification to the Department verifying the following:

1. Adoption of an SSPP, which meets or exceeds the established standards set forth in this rule chapter.

2. Compliance with its adopted SSPP and that safety inspections have been performed at least once a year on all buses operated by the bus transit system, by persons meeting the requirements set forth in Rule 14-90.009, F.A.C.

(e) Bus transit systems shall immediately suspend affected system service operations if, at any time, continued operation of the system, or a portion thereof, poses an immediate danger to public safety.

(2) Each bus transit system shall develop and adopt an SPP that meets or exceeds the security requirements set forth in this rule chapter. The SPP shall be adopted separately from the SSPP.

(a) The SPP shall address the following security requirements:

1. Security policies, goals, and objectives.

2. Organization, roles, and responsibilities.

3. Emergency management processes and procedures for mitigation, preparedness, response, and recovery.

4. Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.

5. Procedures for the establishment of interfaces with emergency response organizations.

6. Procedures for interagency coordination with local law enforcement jurisdictions.

7. Employee security and threat awareness training programs.

8. Security data acquisition and analysis.

9. Emergency preparedness drills and exercises.

10. Requirements for private contract transit providers that engage in continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

11. Procedures for SPP maintenance and distribution.

(b) Each bus transit system shall implement and comply with the SPP during the operation of the system.

(c) Bus transit systems that engage in a contract with a private contract transit provider shall:

1. Establish minimum security requirements which apply to private contract transit providers.

2. Monitor and assure that each private contract transit provider complies with established security requirements during the term of the contract.

(d) Bus transit systems are prohibited by Section 119.071(3)(a), F.S., from publicly disclosing the SPP or the security portion of the SSPP, as applicable, under any circumstance.

(3) Bus transit systems shall establish criteria and procedures for the selection, qualification, and training of all drivers. The criteria shall include the following:

(a) Driver qualifications and background checks meeting minimum hiring standards.

(b) Driving and criminal background checks for all new drivers.

(c) Verification and documentation of valid driver licenses for all employees who drive buses.

(d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. As a minimum requirement, drivers shall be given explicit instructional and procedural training and testing in the following areas:

1. Bus transit system safety and operational policies and procedures.

2. Operational bus and equipment inspections.

3. Bus equipment familiarization.

4. Basic operations and maneuvering.

5. Boarding and alighting passengers.

6. Operation of wheelchair lifts and other special equipment.

7. Defensive driving.

8. Passenger assistance and securement.

9. Handling of emergencies and security threats.

10. Security and threat awareness.

11. Driving conditions.

(e) Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised. At a minimum, these procedures and instructions shall address the following:

1. Communication and handling of unsafe conditions, security threats, and emergencies.

2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.

3. Application and compliance with all applicable federal and state laws, rules, and regulations.

(f) The provisions in paragraphs (d) and (e), above, shall not apply to personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety.

(g) Bus transit systems shall maintain the following records for at least four years:

1. Records of bus driver background checks and qualifications.

2. Detailed descriptions of training administered and completed by each bus driver.

3. A record of each bus driver's duty status which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day.

(h) Each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, hereby incorporated by reference.

(i) Bus transit systems shall require that drivers write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

(4) Bus transit systems shall establish a maintenance plan and procedures for preventative and routine maintenance for all buses operated. The maintenance plan and procedures shall assure that:

(a) All buses operated, and all parts and accessories on such buses, including those specified in Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.

(b) A recording and tracking system is established for the types of inspections, maintenance, and lubrication intervals documenting the date or mileage when these services are due. Required maintenance inspections shall be more comprehensive than daily inspections performed by the driver.

(c) Proper preventive maintenance is performed when a bus is assigned away from the system's regular maintenance facility or when maintenance services are performed under contract.

(d) Records are maintained and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus under their control. Such records shall be maintained by the bus transit system for at least four years and, at a minimum, provide the following information:

1. Identification of the bus, the make, model, and license number, or other means of positive

identification and ownership.

2. Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.

3. If not owned by the bus transit system, the name of any person furnishing a bus.

4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.

(5) Each bus transit system shall investigate, or cause to be investigated, any event involving a bus or taking place on bus transit system controlled property resulting in a fatality, injury, or property damage as follows:

(a) A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.

(b) Injuries requiring immediate medical attention away from the scene for two or more individuals.

(c) Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. The bus transit system shall have the discretion to investigate events resulting in property damage less than \$1,000.

(d) Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.

(6) Each investigation shall be documented in a final report that includes a description of investigation activities, identified causal factors, and any identified corrective action plan.

(a) Each corrective action plan shall identify the action to be taken by the bus transit system and the schedule for its implementation.

(b) The bus transit system shall monitor and track the implementation of each corrective action plan.

(7) Investigation reports, corrective action plans, and related supporting documentation shall be maintained by the bus transit system for a minimum of four years from the date of completion of the investigation.

Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 119.071, 341.041(3), 341.061(1)(b), 341.061(2)(a) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.0041 Medical Examinations for Bus Transit System Drivers.

(1) Bus transit systems shall establish medical examination requirements for all applicants to driver positions and for existing drivers. The medical examination requirements shall include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition, or injury.

(2) Medical examinations shall be performed and recorded according to qualification standards adopted by the bus transit system, provided the medical examination qualification standards adopted by

the bus transit system meet or exceed those provided in Department Form Number 725-030-11, Medical Examination Report for Bus Transit System Driver, Rev. 05/09, hereby incorporated by reference. Copies of Form Number 725-030-11 are available from the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 or on-line at www.dot.state.fl.us/transit.

(3) Medical examinations shall be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed or certified by the State of Florida. If medical examinations are performed by a Physician Assistant or Advanced Registered Nurse Practitioner, they must be performed under the supervision or review of a Doctor of Medicine or Osteopathy.

(a) An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the medical examination as pertains to visual acuity, field of vision, and color recognition.

(b) Upon completion of the medical examination, the medical examiner shall complete, sign, and date the medical examination form and maintain the original at his or her office.

(c) Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination certificate and provide a copy to the driver's employer. If the transit agency decides to adopt qualification standards other than those listed in Department form 725-030-11, the adopted standard's medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination shall be given to the transit agency in lieu of the Department's medical examination certificate. The adopted standards medical certification or letter must provide all of the information required on the Department's medical examination certificate.

(d) Upon completion of the medical examination the driver shall provide their driver license number, signature, and date on the medical examination certificate.

(4) Bus transit systems shall have on file a completed and signed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination for each bus driver, dated within the past 24 months.

(a) Medical examination certificates or a signed letter from the medical examiner attesting to the completion of a medical examination of the employee bus drivers shall be maintained by the bus transit system for a minimum of four years from the date of the examination.

(b) Bus Transit Systems shall not allow a driver to operate a transit bus without having on file a completed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination dated within the past 24 months.

Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 334.044(12), 341.041(3), 341.061(1)(a), (b), (2) FS. History—New 11-10-92, Amended 8-7-05, 6-24-08, 9-16-10.

14-90.005 Transit Bus Accidents.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.006 Operational and Driving Requirements.

(1) Bus transit systems shall not permit a driver to drive a bus when such driver's license has been suspended, cancelled, or revoked. Bus transit systems shall require a driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked to notify his or her

employer of the contents of the notice immediately, no later than the end of the business day following the day he or she received the notice.

(2) Buses shall be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.

(3) A driver shall not be permitted or required to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver shall not be permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period shall begin from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.

(4) To ensure uniform interpretation of subsections 14-90.002(10), (11), (22) and 14-90.006(3), F.A.C., the following practical applications are provided:

(a) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 3 p.m., then required to drive from 3 p.m. – 11 p.m. Driving hours and on-duty hours are the same. 4 hours + 8 hours = 12 hours driving. This driver has met the maximum allowed driving hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(b) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then required to be on-duty, not driving, from 11 a.m. – 11 p.m. Driving hours = 4 hours and on-duty not driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(c) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then on-duty, not driving from 11 a.m. – 11 p.m. On-duty not driving hours = 4 hours + 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. The driver cannot be permitted or allowed to drive before 7 a.m.

(d) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., then off-duty from 8 a.m. – 11 a.m., then on-duty, driving from 11 a.m. – 11 p.m. On-duty, not driving hours = 4 hours and on-duty driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed driving and on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(5) A driver shall not be permitted or required to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days shall be required to have a minimum of 24 consecutive hours off duty prior to returning to on duty status.

(6) A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition,

medical emergency, or an accident occur.

(7) Bus transit systems shall not permit or require any driver to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.

(8) Bus transit systems shall require pre-operational or daily inspection and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.

(a) An inspection or test shall be made of the following parts and devices to ascertain that they are in safe condition and in good working order:

1. Service brakes.
2. Parking brakes.
3. Tires and wheels.
4. Steering.
5. Horn.
6. Lighting devices.
7. Windshield wipers.
8. Rear vision mirrors.
9. Passenger doors.
10. Exhaust system.
11. Equipment for transporting wheelchairs.
12. Safety, security, and emergency equipment.

(b) Bus transit systems shall review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by daily inspections.

(c) Bus transit systems shall retain records of daily bus inspections and any corrective action documentation a minimum of two weeks.

(9) A bus with any passenger door in the open position shall not be operated with passengers aboard. The doors shall not be opened until the bus is stopped. A bus with any inoperable passenger door shall not be operated with passengers aboard, except to move a bus to a safe location.

(10) During darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely.

(11) Passengers shall not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.

(12) Passengers shall not be permitted to stand on buses not designed and constructed for that

purpose.

(13) Buses shall not be refueled in a closed building. The fueling of buses when passengers are being carried shall be reduced to the minimum number of times necessary during such transportation.

(14) Bus transit systems shall require the driver to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion.

(15) Buses shall not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device shall be properly set at any time the bus is left unattended.

(16) Buses shall not be left unattended in an unsafe condition with passengers aboard at any time.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History-- New 9-7-87, Amended 5-31-89, 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.007 Vehicle Equipment Standards and Procurement Criteria.

(1) Every bus transit system shall ensure that buses procured and operated meet the following minimum standards:

(a) The capability and strength to carry the maximum allowed load and not exceed the manufacturer's gross vehicle weight rating (GVWR), gross axle weighting, or tire rating.

(b) Structural integrity that mitigates or minimizes the adverse effects of collisions.

(c) Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 302, 403 and 404, Rev. 10/09, hereby incorporated by reference.

(2) Proof of strength and structural integrity tests on new buses procured shall be submitted by manufacturers or bus transit systems to the Department.

(3) In addition to the above, every bus operated in this state shall be equipped as follows:

(a) Mirrors. There shall be two exterior rear vision mirrors, one at each side. The mirrors shall be firmly attached to the outside of the bus and located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Each exterior rear vision mirror, on Type I buses, shall have a minimum reflective surface of 50 square inches. Neither the mirror nor the mounting shall protrude farther than the widest part of the vehicle body except to the extent necessary to produce a field of view meeting or exceeding the requirements of this section. All Type I buses shall, in addition to the above requirements, be equipped with an inside rear vision mirror capable of giving the driver a clear view of seated and standing passengers. Buses having a passenger exit door that is located inconveniently for the driver's visual control shall be equipped with additional interior mirrors to enable the driver to view the passenger exit door. In lieu of interior mirrors, trailer buses and articulated buses may be equipped with closed circuit video systems or adult monitors in voice control with the driver.

(b) Wiring and Batteries. Electrical wiring shall be maintained so as not to come in contact with moving parts, heated surfaces, or be subject to chafing or abrasion which may cause insulation to become worn. Every Type I bus manufactured on or after February 7, 1988, shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be practicably located in an

accessible location adjacent to or near to the battery and be legibly and permanently marked for identification. Every storage battery on a public-sector bus shall be mounted with proper retainment devices in a compartment which provides adequate ventilation and drainage.

(c) Brake Interlock Systems. All Type I buses having a rear exit door shall be equipped with a rear exit door/brake interlock that automatically applies the brake upon driver activation of the rear exit door to the open position. Brake interlock application shall remain activated until deactivated by the driver and the rear exit door returns to the closed position. The rear exit door brake interlock on such buses shall be equipped with an identified override switch enabling emergency release of the brake interlock function. The override switch shall not be located within reach of the seated driver. Air pressure application to the brake during brake interlock operation, on buses equipped with rear exit door/brake interlock, shall be regulated at the equipment's original manufacturer's specifications.

(4) Standee Line and Warning. Every bus designed and constructed to allow standees shall be plainly marked with a line of contrasting color at least two inches wide, or be equipped with some other means to indicate that all passengers are prohibited from occupying a space forward of a perpendicular plane drawn through the rear of the driver's seat and perpendicular to the longitudinal axis of the bus. A sign shall be posted at or near the front of the bus stating that it is a violation for a bus to be operated with passengers occupying an area forward of the line.

(5) Handrails and Stanchions. Every bus designed and constructed to allow standees shall be equipped with overhead handrails for standee passengers. Overhead handrails shall be continuous, except for a gap at the rear exit door, and terminate into vertical stanchions or turn up into a ceiling fastener. Every Type I and Type II bus designed for carrying more than 16 passengers shall be equipped with handrails, stanchions, or bars at least 10 inches long and installed to permit safe on-board circulation, seating and standing assistance, and boarding and alighting by elderly and handicapped persons. Type I buses shall be equipped with a safety bar and panel directly behind each entry and exit stepwell.

(6) Flooring, Steps, and Thresholds. Flooring, steps, and thresholds on all buses shall have slip resistant surfaces without protruding or sharp edges, lips, or overhangs, in order to prevent tripping hazards. All step edges and thresholds shall have a band of color(s) running the full width of the step or edge which contrasts with the step tread and riser, either light-on-dark or dark-on-light.

(7) Doors. Power activated doors on all buses shall be equipped with a manual device designed to release door closing pressure.

(8) Emergency Exits. All buses shall have an emergency exit door, or in lieu thereof, shall be provided with emergency escape push-out windows. Each emergency escape window shall be in the form of a parallelogram with dimensions of not less than 18" by 24", and each shall contain an area of not less than 432 square inches. There shall be a sufficient number of push-out or kick-out windows in each vehicle to provide a total escape area equivalent to 67 square inches per seat, including the driver's seat. No less than 40% of the total escape area shall be on one side of the vehicle. Emergency escape kick-out or push-out windows and emergency exit doors shall be conspicuously marked with a sign or light and shall always be kept in good working order so that they may be readily opened in an emergency. All such windows and doors shall not be obstructed, either inside or outside, so as to hinder escape. Buses equipped with an auxiliary door for emergency exit shall be equipped with an audible alarm and light indicating to the driver when a door is ajar or opened while the engine is running. Supplemental security locks operable by a key are prohibited on emergency exit doors unless these security locks are equipped and connected with an

ignition interlock system or an audio visual alarm located in the driver's compartment. Any supplemental security lock system used on emergency exits shall be kept unlocked whenever a bus is in operation.

(9) Tires and Wheels. Tires shall be properly inflated in accordance with manufacturer's recommendations.

(a) No bus shall be operated with a tread groove pattern depth:

1. Less than $\frac{4}{32}$ ($\frac{1}{8}$) of an inch, measured at any point on a major tread groove for tires on the steering axle of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

2. Less than $\frac{2}{32}$ ($\frac{1}{16}$) of an inch, measured at any point on a major tread groove for all other tires of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

(b) No bus shall be operated with recapped, regrooved, or retreaded tires on the steering axle.

(c) Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs.

(10) Suspension. The suspension system of all buses, including springs, air bags, and all other suspension parts shall be free from cracks, leaks, or any other defect which may cause its impairment or failure to function properly.

(11) Steering and Front Axle. The steering system of all buses shall have no indication of leaks which would or may cause its impairment to function properly, and shall be free from cracks and excessive wear of components that may cause excessive free play or loose motion in the steering system or above normal effort in steering control.

(12) Seat Belts. Every bus shall be equipped with an adjustable driver's restraining belt in compliance with the requirements of FMVSS 209, "Seat Belt Assemblies" 49 C.F.R. 571.209, Rev. 10/09, and FMVSS 210, "Seat Belt Assembly Anchorages" 49 C.F.R. 571.210, Rev. 10/09, hereby incorporated by reference.

(13) Safety Equipment. Every bus shall be equipped with one fully charged dry chemical or carbon dioxide fire extinguisher, having at least a 1A:BC rating, and bearing the label of Underwriter's Laboratory, Inc. The fire extinguishers shall be maintained as follows:

(a) Each fire extinguisher shall be securely mounted on the bus in a conspicuous place or in a clearly marked compartment and be readily accessible.

(b) Each fire extinguisher shall be maintained in efficient operating condition and be equipped with some means of determining if it is fully charged.

(c) Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section 316.300, F.S.

(14) Persons with Disabilities. Buses used for the purpose of transporting individuals with disabilities shall meet the requirements set forth in 49 C.F.R. Part 38, Rev. 10/09 hereby incorporated by reference, as well as the following:

(a) Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating, or tire rating to be exceeded.

(b) Except in locations within 3 1/2 inches of the bus floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the bus associated with the operation of the lift or ramp.

(c) The controls for operating the lift shall be at a location where the bus driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).

(d) The installation of the wheelchair lift or ramp and its controls and the method of attachment in the bus body or chassis shall not diminish the structural integrity of the bus nor cause a hazardous imbalance of the bus. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the bus, nor vertically beyond the lowest part of the rim of the wheel closest to the lift.

(e) Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following information:

1. The manufacturer's name and address.

2. The month and year of manufacture.

3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.

(15) Wheelchairs. Wheelchair lifts, ramps, securement devices, and restraints shall be inspected and maintained as required by this rule chapter. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every bus.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2)(a) FS. History—New 9-7-87, Amended 11-10-92, 8-2-94, 8-7-05, 6-24-08, 9-16-10.

14-90.008 Standards for Accessible Buses.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.009 Bus Safety Inspections.

(1) Each bus transit system shall require that all buses operated by such bus transit system, and all buses operated by a private contract transit provider, be inspected at least annually in accordance with bus inspection procedures set forth in this rule.

(2) It shall be the bus transit system's responsibility to ensure that each individual performing a bus safety inspection is qualified as follows:

(a) Understands the requirements set forth in this rule chapter and can identify defective components.

(b) Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.

(c) Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program, and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

(3) Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment, as referenced or specified herein. Specific operable equipment and devices as required by this rule chapter, include the following as applicable to Type I and II buses:

(a) Horn.

(b) Windshield wipers.

(c) Mirrors.

(d) Wiring and batteries.

(e) Service and parking brakes.

(f) Warning devices.

(g) Directional signals.

(h) Hazard warning signals.

(i) Lighting systems and signaling devices.

(j) Handrails and stanchions.

(k) Standee line and warning.

(l) Doors and brake interlock devices.

(m) Stepwells and flooring.

(n) Emergency exits

(o) Tires and wheels.

(p) Suspension system.

(q) Steering system.

(r) Exhaust system.

(s) Seat belts.

(t) Safety equipment.

(u) Equipment for transporting wheelchairs.

(v) Working speedometer.

(4) A safety inspection report shall be prepared by the individual(s) performing the inspection and shall include the following:

(a) Identification of the individual(s) performing the inspection.

(b) Identification of the bus transit system operating the bus.

(c) The date of the inspection.

(d) Identification of the bus inspected.

(e) Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.

(f) Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s).

(5) Records of annual safety inspections and documentation of any required corrective actions shall be retained a minimum of four years by the bus transit system for compliance review.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.010 Certification.

(1) Each bus transit system shall annually submit a safety and security certification to the Department. The certification shall be submitted no later than February 15, for the prior calendar year period. The certification shall attest to the following:

(a) The adoption of an SSPP and an SPP in accordance with established standards set forth in this rule chapter.

(b) Compliance with its adopted SSPP and SPP.

(c) Performance of safety inspections on all buses operated by the system in accordance with this rule chapter.

(d) Reviews of the SSPP and SPP have been conducted to ensure they are up to date.

(2) The certification shall include:

(a) The name and address of the bus transit system, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from that of the bus transit system.

(b) A statement signed by an officer or person directly responsible for management of the bus transit

system attesting to compliance with this rule chapter.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2) FS. Law Implemented 334.044(28), 341.061(1), 341.061(2) FS. History—New 9-7-87, Amended 8-7-05, 9-16-10.

14-90.011 Inspection of Buses by Law Enforcement Officers.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2), 316.610 FS. History—New 9-7-87, Repealed 8-7-05.

14-90.012 Safety and Security Inspections and Reviews.

(1) The Department, or its contractor, shall conduct inspections of bus transit systems to ascertain compliance with the provisions of this rule chapter.

(2) The Department, or its contractor, shall conduct safety and security reviews of any bus transit system the Department believes to be in noncompliance with its SSPP or SPP, or providing passenger service operations in an unsafe manner, or if there is evidence of an immediate danger to public safety. The Department shall prepare and submit a report of the review to the affected bus transit system. The report shall be submitted to the bus transit system within three business days of completion of the review and shall contain the following:

(a) Identification of the findings, including a detailed description of any deficiency.

(b) Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.

(c) Any required suspension of bus transit system service, should the Department determine the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.

(3) The Department shall initiate the following actions to suspend the affected bus transit system service if any deficiency or unsafe condition exists, to the extent that the continued operation of the system, or a portion thereof, poses an immediate danger or threat to public safety.

(a) Immediately notify the affected bus transit system of the unsafe condition, followed by a certified letter describing the deficiency or unsafe condition. The notification shall include the following:

1. The required corrective action for the deficiency or unsafe condition.

2. The requirement for the bus transit system to certify, in writing to the Department, the completion of the required corrective action in accordance with an established implementation schedule.

(b) Conduct an on-site review of the bus transit system to verify the correction of the deficiency in accordance with this rule and the established implementation schedule.

(c) Suspend affected passenger service operations if the bus transit system fails to correct the deficiency in accordance with this rule and the established implementation schedule.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 334.044(28), 341.041(3), 341.061(1)(d), 341.061(2)(c) FS. History—New 11-10-92, Amended 8-7-05, 9-16-10.

Exhibit 5

Vehicle Specifications

Fuel Type	Gasoline/Diesel/CNG /Electric
Alternator (Generator) Model	High amperage output.
Maximum Rated Output (Volts/Amps)	Must be sized to match intended electrical load of equipment and peripherals. (12/24 VAC)
Air Compressor Model	Subject to approval, if required.
Transmission Type	Automatic
Transmission Manufacturer	OEM
Number of Axles	2
Front Axle Type	Independent
Front Axle Manufacturer	OEM
Front Suspension Type	Air Spring and/or leaf and shackle with shocks
Rear Axle Type	Beam Axle
Rear Axle Manufacturer	OEM
Rear Suspension Type	Air Spring and/or leaf and shackle with shocks
Front Tire Size	OEM—Subject to approval
Rear Tire Size	OEM—Subject to approval
Front Axle Brakes Type	Disc-Hydraulic
Rear Axle Brakes Type	Disc-Hydraulic
Heating System Type	Water—Subject to approval
Air Conditioning	Front and Rear
Front Air Conditioning Type	Subject to approval.
Rear Air Conditioning Type	Subject to approval.
Steering Type	Power—Hydraulic Gear and/or electric
Number of Entrance Doors	1
Wheel Chair Ramps / Lift	1

FY 26 Agreement

EXHIBIT 3

EXHIBIT 3

Jolley Trolley Coastal Route

FY26

Summary of Proposed Funding Formula

Total Costs	Total Hours	Total Cost Per Hour	Total
Total Cost Per Hour based on annual annual fixed and variable costs outlined in PSTA Jolley Trolley Contract			
60 min frequency 7 days/week			
Total Estimated Hours	14,142	\$ 112.54	\$ 1,591,540.68
Farebox Estimate	4.0%		\$ (63,661.63)
Farebox estimate based on full Jolley Trolley FY25 fare recovery			
Total Anticipated Net Costs			\$ 1,527,879.05

Summary of Partial Funding Contributions

Service Contributors	Contribution	Percent
Pinellas Suncoast Transit Authority (F-Su)	\$ 1,311,493.05	85.8%
Clearwater DDB	\$ 24,653.00	1.6%
Dunedin	\$ 63,911.00	4.2%
Pinellas County	\$ 63,911.00	4.2%
Tarpon Springs	\$ 63,911.00	4.2%
Total Funding Contributions	\$ 1,527,879.05	100%
DRAFT		6/20/2026

Escalation	6.40%
DDB Annual Contribution	
FY 26	\$ 24,653.00
FY 27	\$ 26,231.00
FY 28	\$ 27,910.00
FY 29	\$ 29,696.00
FY 30	\$ 31,597.00
FY 31	\$ 33,619.00
FY 32	\$ 35,769.00

Escalation	6.40%
Cities and County Annual Contribution	
FY 26	\$ 63,911.00
FY 27	\$ 68,001.00
FY 28	\$ 72,353.00
FY 29	\$ 76,984.00
FY 30	\$ 81,811.00
FY 31	\$ 87,153.00
FY 32	\$ 92,731.00



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, SHRM-CP, Human Resources Director
DATE: August 13, 2026
RE: Salary and Classification Plan FY 2027

Background

After reviewing our current salary schedule and compensation of non-bargaining unit classifications the following are recommendations for salary increases and reclassifications that should be made effective October 1, 2026, for FY 2027.

Recommendations

1. It is recommended that the salary ranges for Pay Grades 200–236 remain unchanged for Fiscal Year 2027, including the minimum, midpoint, and maximum rates. The FY2026 Pay Plan was developed using comprehensive market benchmarking and placed City positions appropriately within the established comparator market. Based on the current market data, no adjustments to the salary ranges are warranted at this time.
2. It is recommended that all employees employed by the City prior to July 10, 2026, receive a 3% cost-of-living adjustment (COLA) to their base salary, effective with the implementation of the FY2027 Pay Plan. Employees whose 3% COLA would cause their salary to exceed the maximum of their assigned Pay Grade will have their base salary increased only to the established maximum. Any remaining amount of the 3% adjustment that cannot be added to base salary will be provided as a one-time bonus payment.

The following provisions will apply:

- The 3% COLA will not apply to employees covered by a collective bargaining agreement.
- Employees hired on or after July 10, 2026, will not be eligible for the FY2027 COLA.
- Base salary increases may not exceed the established maximum of the employee's assigned Pay Grade.
- Any portion of the 3% COLA that would result in an employee's salary exceeding the maximum of the assigned Pay Grade will be paid as a one-time bonus rather than added to base salary.

- Increases for City Clerk & Collector and Internal Auditor should reflect the same percentage of increase used for General Employees. City Clerk should also be increased by 1.72% prior to the FY27 COLA as the remaining FY26 Pay Plan increase.
 - This increase shall be applied to any employee who has a current employment status of Full Time and Regular Part Time. It shall not apply to any seasonal, substitute, intern or temporary employees.
 - Effective September 30, 2026, Florida's minimum wage will increase to \$15.00 per hour. Any employee who falls below this threshold after the 3% COLA increase shall be increased to the minimum required hourly rate of \$15.00.
3. Following an audit of all part-time positions within the City, it is recommended that the positions identified below be reclassified as **Part-Time Regular** positions. These positions are consistently scheduled on a regular weekly basis throughout the year and are not temporary or intermittent in nature. Additionally, many employees serving in these positions have significant years of service with the City but are currently classified as **Part-Time Temporary** or **Part-Time Substitute** employees. As a result of their current classifications, these employees are not eligible to receive leave accruals. Reclassifying these positions will ensure that the employees' classifications accurately reflect the work they perform and their ongoing employment relationship with the City. These changes will have minimal budget impact as the only change is part-time vacation accruals will be added to each position.

No retroactive leave accruals will be awarded as a result of this reclassification. Upon reclassification, employees will be placed at the appropriate leave accrual service level based on their years of City service, consistent with applicable City policy.

- Golf Course Attendant – Position #636042 (Current Employee Paul Coombs employed for 9 years)
 - Golf Course Attendant – Position #675253 (Current Employee Daniel Fassman employed for 3 years)
 - Golf Course Food & Beverage Attendant – Position #33021 (Current Employee Kenni Freire employed for 3 years)
 - Golf Course Attendant – Position #675255 – (Current Employee Darrel Milligan employed for 2 years)
 - Golf Course Attendant – Position #675252 – (Current Employee Jerome Woodka employed for 3 years)
 - Golf Course Attendant – Position #636041 – (Current Employee Timothy Oltmans employed for 5 years)
 - Golf Course Attendant – Position #6752544 – (Current Employee Robert Wunderlich employed for 4.5 years)
 - Heavy Equipment Operator – Position #623521 – (Current Employee Norman Dicks employed for 7.5 years)
4. After reviewing the benefit packages provided to newly hired Director-level employees, it is recommended that Chris Cotta, Public Works Director, be placed on the 5–9 years of service vacation accrual schedule. Additionally, he should be credited with 40 hours of vacation leave to align his current leave balance with the applicable accrual schedule from his date of hire.
5. During FY26, the Shift Differential policy was established and included language providing that, if budgetary conditions permitted, the FY27 COLA increase would also be applied to the

current Shift Differential amounts of \$1.50 or \$2.50 per hour. Due to current budget constraints, no increase to the Shift Differential amounts is recommended for FY27. The Shift Differential shall remain at the current rates of \$1.50 and \$2.50 per hour, as applicable.

6. During FY26, the On-Call Compensation rate was established at 0.5 hours of pay for every 8 hours of required On-Call/Stand-By duty. The policy also included language providing that, if budgetary conditions permitted, the compensation rate would increase to 1.0 hour of pay for every 8 hours of required On-Call/Stand-By duty and the minimum Call-Back compensation would decrease from 2.5 hours to 2.0 hours. Due to current budget constraints, no changes are recommended for FY27. The On-Call Compensation rate will remain at 0.5 hours of pay for every 8 hours of required On-Call/Stand-By duty, and the minimum Call-Back compensation will remain at 2.5 hours.
7. During FY26 Performance Evaluations were tied to a Merit Increase if the employee received a Meets Expectation or higher final rating. Due to the current budget constraints, merit increases for FY27 will not be included with Performance Evaluations.

Attached to this memo is a Classification and Pay Grade plan with all current positions and assigned pay grades.

Sincerely,



Tabatha Adkins, SHRM-CP
Director of Human Resources

City of Tarpon Springs Position Titles/Grades - Effective 10/01/2026

DEPT DIVISION	DEPARTMENT	POSITION TITLE	EXEMPT STATUS	GRADE	GRADE MIN	GRADE MID	GRADE MAX	HOURLY MIN	HOURLY MID	HOURLY MAX
FINANCIAL ADMINISTRATION	FINANCE	ACCOUNTING COORDINATOR	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
FINANCIAL ADMINISTRATION	FINANCE	ACCOUNTING MANAGER	YES	219	\$75,025.96	\$97,518.75	\$120,011.50	\$36.0702	\$46.8840	\$57.6978
FINANCIAL ADMINISTRATION	FINANCE	ACCOUNTING SPECIALIST	YES	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
FINANCIAL ADMINISTRATION	FINANCE	ACCOUNTING TECHNICIAN I	NO	211	\$50,780.53	\$66,004.53	\$81,228.53	\$24.4137	\$31.7329	\$39.0522
FINANCIAL ADMINISTRATION	FINANCE	ACCOUNTING TECHNICIAN II	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
POLICE DEPARTMENT	POLICE	ASSISTANT CHIEF OF POLICE	YES	227	\$110,847.50	\$144,079.61	\$177,311.70	\$53.2921	\$69.2690	\$85.2460
CITY MANAGER	CITY MANAGER	ASSISTANT CITY MANAGER	YES	234	\$155,974.00	\$202,734.00	\$249,495.00	\$74.9875	\$97.4683	\$119.9495
RECREATION	PUBLIC SERVICES	ASSISTANT DIR. RECREATION SERVICES	YES	223	\$91,194.53	\$118,534.65	\$145,874.80	\$43.8435	\$56.9878	\$70.1321
OPERATIONS	PUBLIC SERVICES	ASSISTANT GOLF PROFESSIONAL	NO	209	\$46,059.43	\$59,868.05	\$73,676.67	\$22.1440	\$28.7827	\$35.4215
UTILITIES CUSTOMER SERV	PUBLIC SERVICES	BILL TECH II/DIVISION COORDINATOR	NO	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
CITY CLERK	CITY CLERK	BOARD & COMMITTEE CLERK	NO	207	\$41,777.27	\$54,302.09	\$66,826.91	\$20.0852	\$26.1068	\$32.1283
FINANCIAL ADMINISTRATION	FINANCE	BUDGET/FINANCIAL ANALYST	YES	216	\$64,810.25	\$84,240.36	\$103,670.50	\$31.1588	\$40.5002	\$49.8416
CITY BUILDINGS & GROUNDS	PUBLIC WORKS	BUILDING & GROUNDS TECHNICIAN I	NO	204	\$36,088.77	\$46,908.19	\$57,727.60	\$17.3504	\$22.5520	\$27.7537
CITY BUILDINGS & GROUNDS	PUBLIC WORKS	BUILDING & GROUNDS TECHNICIAN II	NO	205	\$37,893.21	\$49,253.59	\$60,613.98	\$18.2179	\$23.6796	\$29.1413
CITY BUILDINGS & GROUNDS	PUBLIC WORKS	BUILDING & GROUNDS TECHNICIAN III	NO	206	\$39,787.87	\$51,716.27	\$63,644.68	\$19.1288	\$24.8636	\$30.5984
BUILDING DEPT INSPECTIONS	BUILDING DEPT	BUILDING DEV PERMIT TECH I	NO	208	\$43,866.13	\$57,017.19	\$70,168.26	\$21.0895	\$27.4121	\$33.7347
BUILDING DEPT INSPECTIONS	BUILDING DEPT	BUILDING DEVELOPMENT DIRECTOR	YES	228	\$116,389.90	\$151,283.59	\$186,177.30	\$55.9567	\$72.7325	\$89.5083
CEMETERY	PUBLIC SERVICES	CEMETARY LEAD OPERATOR	NO	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
CEMETERY	PUBLIC SERVICES	CEMETARY SERVICE WORKER II	NO	208	\$43,866.13	\$57,017.19	\$70,168.26	\$21.0895	\$27.4121	\$33.7347
CEMETERY	PUBLIC SERVICES	CEMETARY SERVICE WORKER I	NO	206	\$39,787.87	\$51,716.27	\$63,644.68	\$19.1288	\$24.8636	\$30.5984
CEMETERY	PUBLIC SERVICES	CEMETARY SUPERVISOR	YES	217	\$68,050.76	\$88,452.38	\$108,854.00	\$32.7167	\$42.5252	\$52.3337
POLICE DEPARTMENT	POLICE	CHIEF OF POLICE	YES	230	\$128,319.90	\$166,790.16	\$205,260.50	\$61.6923	\$80.1876	\$98.6829
SEWAGE TREATMENT	PUBLIC SERVICES	CHIEF WASTEWATER PLANT OPERATOR	YES	219	\$75,025.96	\$97,518.75	\$120,011.50	\$36.0702	\$46.8840	\$57.6978
WATER/WATER TREATMENT/PHYSICAL ENVIRONMENT W-S	PUBLIC SERVICES	CHIEF WATER PLANT OPERATOR	YES	219	\$75,025.96	\$97,518.75	\$120,011.50	\$36.0702	\$46.8840	\$57.6978
CITY CLERK	CITY CLERK	CITY CLERK/COLLECTOR	YES	230	\$128,319.90	\$166,790.16	\$205,260.50	\$61.6923	\$80.1876	\$98.6829
CITY MANAGER	CITY MANAGER	CITY MANAGER	YES	236	\$171,960.90	\$223,514.77	\$275,068.70	\$82.6735	\$107.4590	\$132.2446
CODE ENFORCEMENT	CODE ENFORCEMENT	CODE ENFORCEMENT COORDINATOR	NO	210	\$48,362.41	\$62,861.45	\$77,360.50	\$23.2512	\$30.2219	\$37.1925
CODE ENFORCEMENT	CODE ENFORCEMENT	CODE ENFORCEMENT OFFICER	NO	211	\$50,780.53	\$66,004.53	\$81,228.53	\$24.4137	\$31.7329	\$39.0522
CODE ENFORCEMENT	CODE ENFORCEMENT	CODE ENFORCEMENT SUPERVISOR	YES	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
COLLECTION CENTER	CITY CLERK	COLLECTION CLERK I	NO	207	\$41,777.27	\$54,302.09	\$66,826.91	\$20.0852	\$26.1068	\$32.1283
COLLECTION CENTER	CITY CLERK	COLLECTION CLERK II	NO	211	\$50,780.53	\$66,004.53	\$81,228.53	\$24.4137	\$31.7329	\$39.0522
COLLECTION CENTER	CITY CLERK	COLLECTION SPECIALIST	NO	208	\$43,866.13	\$57,017.19	\$70,168.26	\$21.0895	\$27.4121	\$33.7347
POLICE DEPARTMENT	POLICE	COMMUNICATIONS DISPATCHER	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
BUILDING DEPT INSPECTIONS	BUILDING DEPT	CONSTRUCTION FIELD INSPECTOR	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
ROADS & STREETS	PUBLIC WORKS	CREWLEADER	NO	211	\$50,780.53	\$66,004.53	\$81,228.53	\$24.4137	\$31.7329	\$39.0522
POLICE DEPARTMENT	POLICE	CRIME ANALYST	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048

City of Tarpon Springs Position Titles/Grades - Effective 10/01/2026

DEPT DIVISION	DEPARTMENT	POSITION TITLE	EXEMPT STATUS	GRADE	GRADE MIN	GRADE MID	GRADE MAX	HOURLY MIN	HOURLY MID	HOURLY MAX
POLICE DEPARTMENT	POLICE	CRIME SCENE TECH, PROPERTY CLK	NO	209	\$46,059.43	\$59,868.05	\$73,676.67	\$22.1440	\$28.7827	\$35.4215
CULTURAL SERVICES	CULTURAL	CULTURAL & CIVIC SVCS ASSIST DIR.	YES	218	\$71,453.30	\$92,875.00	\$114,296.70	\$34.3525	\$44.6514	\$54.9503
CULTURAL SERVICES	CULTURAL	CULTURAL & CIVIC SVS DIRECTOR	YES	228	\$116,389.90	\$151,283.59	\$186,177.30	\$55.9567	\$72.7325	\$89.5083
CULTURAL SERVICES	CULTURAL	CULTURAL SERVICES ADMINISTRATOR	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
CITY BUILDINGS & GROUNDS	PUBLIC WORKS	CUSTODIAN-FULL TIME	NO	204	\$36,088.77	\$46,908.19	\$57,727.60	\$17.3504	\$22.5520	\$27.7537
CITY BUILDINGS & GROUNDS	PUBLIC WORKS	CUSTODIAN-PT/CITY BLDGS	NO	204	\$36,088.77	\$46,908.19	\$57,727.60	\$17.3504	\$22.5520	\$27.7537
CITY BUILDINGS & GROUNDS	PUBLIC WORKS	CUSTODIAN-TEMP/NOT BUDGETED	NO	204	\$36,088.77	\$46,908.19	\$57,727.60	\$17.3504	\$22.5520	\$27.7537
MANAGEMENT INFORMATION SERVICES	IT	CYBER SECURITY ENGINEER	YES	222	\$86,851.93	\$112,890.14	\$138,928.30	\$41.7557	\$54.2741	\$66.7925
BUILDING DEPT INSPECTIONS	BUILDING DEPT	DEPUTY BUILDING OFFICIAL	YES	223	\$91,194.53	\$118,534.65	\$145,874.80	\$43.8435	\$56.9878	\$70.1321
CITY CLERK	CITY CLERK	DEPUTY CITY CLERK	YES	228	\$116,389.90	\$151,283.59	\$186,177.30	\$55.9567	\$72.7325	\$89.5083
BUILDING DEPT INSPECTIONS	BUILDING DEPT	DEVELOPMENT INSPECTOR I	NO	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
BUILDING DEPT INSPECTIONS	BUILDING DEPT	DEVELOPMENT INSPECTOR IV	NO	217	\$68,050.76	\$88,452.38	\$108,854.00	\$32.7167	\$42.5252	\$52.3337
BUILDING DEPT INSPECTIONS	BUILDING DEPT	DEVELOPMENT SERVICES CLERK	NO	207	\$41,777.27	\$54,302.09	\$66,826.91	\$20.0852	\$26.1068	\$32.1283
POLICE DEPARTMENT	POLICE	DIGITAL EVIDENCE TECHNICIAN	NO	209	\$46,059.43	\$59,868.05	\$73,676.67	\$22.1440	\$28.7827	\$35.4215
PLANNING	PROCUREMENT	DIRECTOR OF PLANNING & ZONING	YES	228	\$116,389.90	\$151,283.59	\$186,177.30	\$55.9567	\$72.7325	\$89.5083
ECONOMIC DEVELOPMENT	CITY MANAGER	ECONOMIC DEVELOPMENT MANAGER	YES	223	\$91,194.53	\$118,534.65	\$145,874.80	\$43.8435	\$56.9878	\$70.1321
MANAG/PUBLIC SAFETY FIRE	FIRE	EMC/FLOODPLAIN ADMINISTRATOR	YES	220	\$78,777.26	\$102,394.69	\$126,012.10	\$37.8737	\$49.2282	\$60.5827
SEWAGE TREATMENT	PUBLIC SERVICES	ENVIRONMENTAL COMPLIANCE OFFICER	YES	218	\$71,453.30	\$92,875.00	\$114,296.70	\$34.3525	\$44.6514	\$54.9503
SEWAGE TREATMENT	PUBLIC SERVICES	ENVIRONMENTAL INSPECTOR	NO	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
TREATMENT/PHYSICAL	PUBLIC SERVICES	ENVIRONMENTAL SCIENTIST	YES	216	\$64,810.25	\$84,240.36	\$103,670.50	\$31.1588	\$40.5002	\$49.8416
PUBLIC SERVICES ADMINISTRATION	PUBLIC SERVICES	EXEC ASSISTANT - PUB SVS/PROJECT	NO	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078
CITY CLERK	CITY CLERK	EXECUTIVE ASSISTANT	NO	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078
FIRE/CIVIL DEFENSE	FIRE	EXECUTIVE ASSISTANT	NO	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078
POLICE DEPARTMENT	POLICE	EXECUTIVE ASSISTANT	NO	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078
BUILDING DEPT INSPECTIONS	BUILDING DEPT	EXECUTIVE ASSISTANT - BLDG DEV	NO	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078
PUBLIC WORKS	PUBLIC WORKS	EXECUTIVE ASSISTANT - PUBLIC WORKS	NO	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078
PLANNING	PLANNING	EXECUTIVE ASSISTANT P & Z	NO	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078
CITY MANAGER	CITY MANAGER	EXECUTIVE OFFICE MANAGER	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
CITY BUILDINGS & GROUNDS	PUBLIC WORKS	FACILITIES MAINT SUPERVISOR	YES	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
CITY BUILDINGS & GROUNDS	PUBLIC WORKS	FACILITIES MANAGEMENT SUPERINT	YES	219	\$75,025.96	\$97,518.75	\$120,011.50	\$36.0702	\$46.8840	\$57.6978
FINANCIAL ADMINISTRATION	FINANCE	FINANCE ASSISTANT DIRECTOR	YES	227	\$110,847.50	\$144,079.61	\$177,311.70	\$53.2921	\$69.2690	\$85.2460
FINANCIAL ADMINISTRATION	FINANCE	FINANCE DIRECTOR	YES	230	\$128,319.90	\$166,790.16	\$205,260.50	\$61.6923	\$80.1876	\$98.6829
FIRE/CIVIL DEFENSE	FIRE	FIRE CAPTAIN	NO	223	\$91,194.53	\$118,534.65	\$145,874.80	\$43.8435	\$56.9878	\$70.1321
FIRE/CIVIL DEFENSE	FIRE	FIRE CHIEF	YES	230	\$128,319.90	\$166,790.16	\$205,260.50	\$61.6923	\$80.1876	\$98.6829
FIRE/CIVIL DEFENSE	FIRE	FIRE DISTRICT CHIEF *2912 HRS	YES	223	\$91,194.53	\$118,534.65	\$145,874.80	*42.0910	\$56.9878	\$70.1321
FIRE/CIVIL DEFENSE	FIRE	FIRE LIEUTENANT	NO	718	\$82,348.16	\$92,683.43	\$104,316.28	\$28.2789	\$44.5593	\$35.8229

City of Tarpon Springs Position Titles/Grades - Effective 10/01/2026

DEPT DIVISION	DEPARTMENT	POSITION TITLE	EXEMPT STATUS	GRADE	GRADE MIN	GRADE MID	GRADE MAX	HOURLY MIN	HOURLY MID	HOURLY MAX
FIRE/CIVIL DEFENSE	FIRE	FIRE SUPPORT COORDINATOR	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
FIRE/CIVIL DEFENSE	FIRE	FIREFIGHTER / EMT	NO	714	\$53,272.42	\$63,610.02	\$75,953.99	\$18.2941	\$30.5817	\$26.0831
FIRE/CIVIL DEFENSE	FIRE	FIREFIGHTER / PARAMEDIC	NO	716	\$65,055.24	\$77,679.93	\$92,753.90	\$22.3404	\$37.3461	\$31.8523
FIRE/CIVIL DEFENSE	FIRE	FIREFIGHTER EMT / DRIVER ENG	NO	715	\$56,076.68	\$66,958.82	\$79,952.75	\$19.2571	\$32.1917	\$27.4563
VEHICLE MAINTENANCE	PUBLIC WORKS	FLEET MANAGER	YES	219	\$75,025.96	\$97,518.75	\$120,011.50	\$36.0702	\$46.8840	\$57.6978
VEHICLE MAINTENANCE	PUBLIC WORKS	FLEET OPERATIONS COORDINATOR	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
VEHICLE MAINTENANCE	PUBLIC WORKS	FLEET TECHNICIAN	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
GOLF COURSE - FOOD SERVICE	PUBLIC SERVICES	G/C FOOD & BEV ATTENDANT PT	NO	200	\$29,120.00	\$38,591.48	\$47,492.64	\$14.0000	\$18.5536	\$22.8330
GOLF COURSE - GREENS OPERATIONS	PUBLIC SERVICES	GC/SHOP OPERATOR PT	NO	202	\$30,368.00	\$42,547.11	\$52,360.63	\$14.6000	\$20.4553	\$25.1734
MANAGEMENT INFORMATION SERVICES	IT	GIS ADMINISTRATOR	YES	219	\$75,025.96	\$97,518.75	\$120,011.50	\$36.0702	\$46.8840	\$57.6978
MANAGEMENT INFORMATION SERVICES	IT	GIS MAPPING TECH	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
GOLF COURSE - GREENS OPERATIONS	PUBLIC SERVICES	GOLF COURSE ASSISTANT MANAGER	YES	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
INACTIVE	INACTIVE	SHUTTLE DRIVER	NO	202	\$30,368.00	\$42,547.11	\$52,360.63	\$14.6000	\$20.4553	\$25.1734
GOLF COURSE - GREENS OPERATIONS	PUBLIC SERVICES	GOLF COURSE ATTENDANT	NO	200	\$29,120.00	\$38,591.48	\$47,492.64	\$14.0000	\$18.5536	\$22.8330
GOLF COURSE - GREENS OPERATIONS	PUBLIC SERVICES	GOLF COURSE MANAGER	NO	219	\$75,025.96	\$97,518.75	\$120,011.50	\$36.0702	\$46.8840	\$57.6978
GOLF COURSE - GREENS OPERATIONS	PUBLIC SERVICES	GOLF SHOP SUPERVISOR	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
ADMINIS/GENERAL GOVERNMENT	PROJECT ADMIN	GRANT PROJECT SPECIALIST	YES	218	\$71,453.30	\$92,875.00	\$114,296.70	\$34.3525	\$44.6514	\$54.9503
CULTURAL SERVICES	CULTURAL	GRAPHICS DESIGN & MARKETING COORD.	NO	208	\$43,866.13	\$57,017.19	\$70,168.26	\$21.0895	\$27.4121	\$33.7347
RECREATION	PUBLIC SERVICES	GRO GROUP/ HORTICULTURE INSTRUCTOR	NO	203	\$34,370.26	\$44,674.46	\$54,978.67	\$16.5242	\$21.4781	\$26.4321
PRO/PHYSICAL ENVIRONMENT FL	PUBLIC WORKS	HEAVY EQUIPMENT CREWLEADER	NO	211	\$50,780.53	\$66,004.53	\$81,228.53	\$24.4137	\$31.7329	\$39.0522
PARKS & PARKWAYS	PUBLIC WORKS	HEAVY EQUIPMENT OPERATOR	NO	209	\$46,059.43	\$59,868.05	\$73,676.67	\$22.1440	\$28.7827	\$35.4215
ROADS & STREETS	PUBLIC WORKS	HEAVY EQUIPMENT OPERATOR	NO	209	\$46,059.43	\$59,868.05	\$73,676.67	\$22.1440	\$28.7827	\$35.4215
STORM WATER/STORM WATER PRO/PHYSICAL ENVIRONMENT FL	PUBLIC SERVICES	HEAVY EQUIPMENT OPERATOR	NO	209	\$46,059.43	\$59,868.05	\$73,676.67	\$22.1440	\$28.7827	\$35.4215
YARD WASTE	PUBLIC WORKS	HEAVY EQUIPMENT OPERATOR	NO	209	\$46,059.43	\$59,868.05	\$73,676.67	\$22.1440	\$28.7827	\$35.4215
HUMAN RESOURCES	HR	HR/RISK MANAGEMENT COORDINATOR	YES	218	\$71,453.30	\$92,875.00	\$114,296.70	\$34.3525	\$44.6514	\$54.9503
HUMAN RESOURCES	HR	HUMAN RESOURCES ASST DIRECTOR	YES	223	\$91,194.53	\$118,534.65	\$145,874.80	\$43.8435	\$56.9878	\$70.1321
HUMAN RESOURCES	HR	HUMAN RESOURCES DIRECTOR	YES	228	\$116,389.90	\$151,283.59	\$186,177.30	\$55.9567	\$72.7325	\$89.5083
HUMAN RESOURCES	HR	HUMAN RESOURCES SPECIALIST	YES	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
MANAGEMENT INFORMATION SERVICES	IT	INFO TECHNOLOGY DIRECTOR	YES	230	\$128,319.90	\$166,790.16	\$205,260.50	\$61.6923	\$80.1876	\$98.6829
MANAGEMENT INFORMATION SERVICES	IT	INFO TECHNOLOGY SPECIALIST	NO	218	\$71,453.30	\$92,875.00	\$114,296.70	\$34.3525	\$44.6514	\$54.9503

City of Tarpon Springs Position Titles/Grades - Effective 10/01/2026

DEPT DIVISION	DEPARTMENT	POSITION TITLE	EXEMPT STATUS	GRADE	GRADE MIN	GRADE MID	GRADE MAX	HOURLY MIN	HOURLY MID	HOURLY MAX
MANAGEMENT INFORMATION SERVICES	IT	INFO. TECHNOLOGY SPEC./LASO	NO	219	\$75,025.96	\$97,518.75	\$120,011.50	\$36.0702	\$46.8840	\$57.6978
SEWAGE TREATMENT	PUBLIC SERVICES	INSTRUMENTATION TECH / WasteWater DIV	NO	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
TREATMENT/PHYSICAL	PUBLIC SERVICES	INSTRUMENTATION TECH/WATER DIV	NO	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
INTERNAL AUDIT	CITY MANAGER	INTERNAL AUDITOR	YES	230	\$128,319.90	\$166,790.16	\$205,260.50	\$61.6923	\$80.1876	\$98.6829
MANAGEMENT INFORMATION SERVICES	IT	IT ASSISTANT DIRECTOR	YES	227	\$110,847.50	\$144,079.61	\$177,311.70	\$53.2921	\$69.2690	\$85.2460
MANAGEMENT INFORMATION SERVICES	IT	IT SYSTEM ADMINISTRATOR	YES	220	\$78,777.26	\$102,394.69	\$126,012.10	\$37.8737	\$49.2282	\$60.5827
POLICE DEPARTMENT	POLICE	LAW ENFORCE SUPPORT SPECIALIST	NO	210	\$48,362.41	\$62,861.45	\$77,360.50	\$23.2512	\$30.2219	\$37.1925
SEWAGE LIFT STATIONS	PUBLIC SERVICES	LEAD MAINTENANCE MECHANIC/UTIL	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
METER REPAIR/MAINTENANCE	PUBLIC SERVICES	LEAD METER REPAIR TECHNICIAN	NO	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078
SEWAGE TREATMENT	PUBLIC SERVICES	LEAD WASTEWATER COLLECTIONS TECHNICIAN	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
SEWAGE TREATMENT	PUBLIC SERVICES	LEAD WASTEWATER PLANT OPERATOR 'B'	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
SEWAGE TREATMENT	PUBLIC SERVICES	LEAD WASTEWATER PLANT OPERATOR "A"	NO	216	\$64,810.25	\$84,240.36	\$103,670.50	\$31.1588	\$40.5002	\$49.8416
WATER DISTRIBUTION	PUBLIC SERVICES	LEAD WATER DISTRIB TECHNICIAN	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
WATER/WATER TREATMENT/PHYSICAL ENVIRONMENT W-S	PUBLIC SERVICES	LEAD WATER PLANT OPERATOR 'A'	NO	216	\$64,810.25	\$84,240.36	\$103,670.50	\$31.1588	\$40.5002	\$49.8416
LIBRARY	LIBRARY	LIBRARIAN I	YES	211	\$50,780.53	\$66,004.53	\$81,228.53	\$24.4137	\$31.7329	\$39.0522
LIBRARY	LIBRARY	LIBRARIAN II	YES	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
LIBRARY	LIBRARY	LIBRARY ASSISTANT II	NO	205	\$37,893.21	\$49,253.59	\$60,613.98	\$18.2179	\$23.6796	\$29.1413
LIBRARY	LIBRARY	LIBRARY DIRECTOR	YES	228	\$116,389.90	\$151,283.59	\$186,177.30	\$55.9567	\$72.7325	\$89.5083
LIBRARY	LIBRARY	LIBRARY OPERATIONS COORDINATOR	NO	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
SEWAGE LIFT STATIONS	PUBLIC SERVICES	MAINT MECHANIC I / UTILITIES	NO	210	\$48,362.41	\$62,861.45	\$77,360.50	\$23.2512	\$30.2219	\$37.1925
SEWAGE LIFT STATIONS	PUBLIC SERVICES	MAINT MECHANIC II/ UTILITIES	NO	211	\$50,780.53	\$66,004.53	\$81,228.53	\$24.4137	\$31.7329	\$39.0522
SEWAGE LIFT STATIONS	PUBLIC SERVICES	MAINT MECHANIC III / UTILITIES	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
ROADS & STREETS	PUBLIC WORKS	MAINTENANCE RECORDS TECHNICIAN	NO	209	\$46,059.43	\$59,868.05	\$73,676.67	\$22.1440	\$28.7827	\$35.4215
HARBORMASTER	PUBLIC WORKS	MARINA TECHNICIAN I	NO	205	\$37,893.21	\$49,253.59	\$60,613.98	\$18.2179	\$23.6796	\$29.1413
HARBORMASTER	PUBLIC WORKS	MARINA TECHNICIAN II	NO	206	\$39,787.87	\$51,716.27	\$63,644.68	\$19.1288	\$24.8636	\$30.5984
METER READERS	PUBLIC SERVICES	METER TECHNICIAN	NO	208	\$43,866.13	\$57,017.19	\$70,168.26	\$21.0895	\$27.4121	\$33.7347
PLANNING	PLANNING	MUNICIPAL ARBORIST	NO	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
FIRE/CIVIL DEFENSE	FIRE	PARAMEDIC / DRIVER ENGINEER	NO	717	\$68,307.08	\$81,562.50	\$97,390.09	\$23.4571	\$39.2127	\$33.4444
RECREATION	PUBLIC SERVICES	PARKING AND BOAT LAUNCH ATTENDANTS	NO	205	\$37,893.21	\$49,253.59	\$60,613.98	\$18.2179	\$23.6796	\$29.1413
PARKS & PARKWAYS	PUBLIC WORKS	PARKS & PARKWAYS TECHNICIAN I	NO	204	\$36,088.77	\$46,908.19	\$57,727.60	\$17.3504	\$22.5520	\$27.7537
PARKS & PARKWAYS	PUBLIC WORKS	PARKS & PARKWAYS TECHNICIAN II	NO	205	\$37,893.21	\$49,253.59	\$60,613.98	\$18.2179	\$23.6796	\$29.1413
PARKS & PARKWAYS	PUBLIC WORKS	PARKS MAINT COORDINATOR	NO	209	\$46,059.43	\$59,868.05	\$73,676.67	\$22.1440	\$28.7827	\$35.4215
PARKS & PARKWAYS	PUBLIC WORKS	PARKS MAINTENANCE SUPERVISOR	YES	217	\$68,050.76	\$88,452.38	\$108,854.00	\$32.7167	\$42.5252	\$52.3337
CULTURAL SERVICES	CULTURAL	PATRON SERVICES COORDINATOR	NO	206	\$39,787.87	\$51,716.27	\$63,644.68	\$19.1288	\$24.8636	\$30.5984
FINANCIAL ADMINISTRATION	FINANCE	PAYROLL COORDINATOR	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682

City of Tarpon Springs Position Titles/Grades - Effective 10/01/2026

DEPT DIVISION	DEPARTMENT	POSITION TITLE	EXEMPT STATUS	GRADE	GRADE MIN	GRADE MID	GRADE MAX	HOURLY MIN	HOURLY MID	HOURLY MAX
CITY MANAGER	CITY MANAGER	PIO/MARKETING SPECIALIST	YES	218	\$71,453.30	\$92,875.00	\$114,296.70	\$34.3525	\$44.6514	\$54.9503
PLANNING	PLANNING	PLANNING SUPERVISOR	YES	220	\$78,777.26	\$102,394.69	\$126,012.10	\$37.8737	\$49.2282	\$60.5827
BUILDING DEPT INSPECTIONS	BUILDING DEPT	PLANS EXAMINER	NO	217	\$68,050.76	\$88,452.38	\$108,854.00	\$32.7167	\$42.5252	\$52.3337
POLICE DEPARTMENT	POLICE	POLICE DISPATCH SUPERVISOR	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
POLICE DEPARTMENT	POLICE	POLICE MAJOR	YES	226	\$105,569.10	\$137,218.67	\$168,868.30	\$50.7544	\$65.9705	\$81.1867
POLICE DEPARTMENT	POLICE	POLICE OFFICER	NO	616	\$66,632.59	\$83,980.95	\$101,329.30	\$32.0349	\$40.3755	\$46.3962
POLICE DEPARTMENT	POLICE	POLICE RECORDS CENTER TECHNICIAN	NO	208	\$43,866.13	\$57,017.19	\$70,168.26	\$21.0895	\$27.4121	\$33.7347
PLANNING	PLANNING	PRINCIPAL PLANNER	YES	219	\$75,025.96	\$97,518.75	\$120,011.50	\$36.0702	\$46.8840	\$57.6978
PURCHASING	PROCUREMENT	PROCUREMENT SERVICES DIRECTOR	YES	228	\$116,389.90	\$151,283.59	\$186,177.30	\$55.9567	\$72.7325	\$89.5083
CULTURAL SERVICES	CULTURAL	PRODUCTION ASSISTANT	NO	207	\$41,777.27	\$54,302.09	\$66,826.91	\$20.0852	\$26.1068	\$32.1283
PROJECT ADMINIS/PROJECT ADMINIS/GENERAL GOVERNMENT	PROJECT ADMIN	PROJECT ADMIN ASSISTANT DIRECTOR	YES	223	\$91,194.53	\$118,534.65	\$145,874.80	\$43.8435	\$56.9878	\$70.1321
PROJECT ADMINIS/PROJECT ADMINIS/GENERAL GOVERNMENT	PROJECT ADMIN	PROJECT ADMIN DIRECTOR	YES	228	\$116,389.90	\$151,283.59	\$186,177.30	\$55.9567	\$72.7325	\$89.5083
PROJECT ADMINIS/PROJECT ADMINIS/GENERAL GOVERNMENT	PROJECT ADMIN	PROJECT INSPECTOR	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
HUMAN RESOURCES	HR	PT HUMAN RESOURCES ASSISTANT	NO	208	\$43,866.13	\$57,017.19	\$70,168.26	\$21.0895	\$27.4121	\$33.7347
PUBLIC SERVICES ADMINISTRATION	PUBLIC SERVICES	PUBLIC SERVICES ASSISTANT DIRECTOR	YES	223	\$91,194.53	\$118,534.65	\$145,874.80	\$43.8435	\$56.9878	\$70.1321
PUBLIC SERVICES ADMINISTRATION	PUBLIC SERVICES	PUBLIC SERVICES DIRECTOR	YES	228	\$116,389.90	\$151,283.59	\$186,177.30	\$55.9567	\$72.7325	\$89.5083
PROJECT ADMINIS/PROJECT ADMINIS/GENERAL GOVERNMENT	PROJECT ADMIN	PROJECT ADMIN SPECIALIST	YES	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
PUBLIC WORKS	PUBLIC WORKS	PUBLIC WORKS ASSISTANT DIRECTOR	YES	223	\$91,194.53	\$118,534.65	\$145,874.80	\$43.8435	\$56.9878	\$70.1321
PUBLIC WORKS	PUBLIC WORKS	PUBLIC WORKS DIRECTOR	YES	228	\$116,389.90	\$151,283.59	\$186,177.30	\$55.9567	\$72.7325	\$89.5083
RECREATION	PUBLIC SERVICES	REC PROGRAM & ATHLETIC COORDINATOR	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
RECREATION	PUBLIC SERVICES	REC SPECIAL EVENTS & VOL COORDINATOR	NO	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
CITY CLERK	CITY CLERK	RECORDS/SOFTWARE SPECIALIST	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
RECREATION	PUBLIC SERVICES	RECREATION LEADER/GRO GROUP PT	NO	205	\$37,893.21	\$49,253.59	\$60,613.98	\$18.2179	\$23.6796	\$29.1413
RECREATION	PUBLIC SERVICES	RECREATION LEADER-PART-TIME	NO	205	\$37,893.21	\$49,253.59	\$60,613.98	\$18.2179	\$23.6796	\$29.1413
RECREATION	PUBLIC SERVICES	RECREATION LEADER-TEMP SUMMER	NO	205	\$37,893.21	\$49,253.59	\$60,613.98	\$18.2179	\$23.6796	\$29.1413
RECREATION	PUBLIC SERVICES	RECREATION SUPERVISOR	YES	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
RECREATION	PUBLIC SERVICES	RECREATION WORKER	NO	204	\$36,088.77	\$46,908.19	\$57,727.60	\$17.3504	\$22.5520	\$27.7537
POLICE DEPARTMENT	POLICE	SCHOOL CROSSING GUARD-PT	NO	204	\$36,088.77	\$46,908.19	\$57,727.60	\$17.3504	\$22.5520	\$27.7537
PURCHASING	PROCUREMENT	SENIOR PROCUREMENT ANALYST	YES	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078

City of Tarpon Springs Position Titles/Grades - Effective 10/01/2026

DEPT DIVISION	DEPARTMENT	POSITION TITLE	EXEMPT STATUS	GRADE	GRADE MIN	GRADE MID	GRADE MAX	HOURLY MIN	HOURLY MID	HOURLY MAX
STORM WATER/STORM WATER PRO/PHYSICAL ENVIRONMENT FL	PUBLIC WORKS	SENIOR STORMWATER TECHNICIAN	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
ROADS & STREETS	PUBLIC WORKS	SENIOR STREETS TECHNICIAN	NO	212	\$53,319.55	\$69,304.75	\$85,289.95	\$25.6344	\$33.3196	\$41.0048
CITY BUILDINGS & GROUNDS	PUBLIC WORKS	SENIOR TECHNICIAN	NO	210	\$48,362.41	\$62,861.45	\$77,360.50	\$23.2512	\$30.2219	\$37.1925
PARKS & PARKWAYS	PUBLIC WORKS	SENIOR TECHNICIAN	NO	210	\$48,362.41	\$62,861.45	\$77,360.50	\$23.2512	\$30.2219	\$37.1925
POLICE DEPARTMENT	POLICE	Sergeant	NO	619	\$101,429.74	\$114,013.31	\$126,596.87	\$48.7643	\$54.8141	\$57.9656
SOLID WASTE/SANITARY LAND	PUBLIC WORKS	SOLID WASTE CREWLEADER	NO	211	\$50,780.53	\$66,004.53	\$81,228.53	\$24.4137	\$31.7329	\$39.0522
SOLID WASTE/SANITARY LAND	PUBLIC WORKS	SOLID WASTE SUPERVISOR	YES	217	\$68,050.76	\$88,452.38	\$108,854.00	\$32.7167	\$42.5252	\$52.3337
SOLID WASTE/SANITARY LAND	PUBLIC WORKS	SOLID WASTE TECHNICIAN II	NO	206	\$39,787.87	\$51,716.27	\$63,644.68	\$19.1288	\$24.8636	\$30.5984
WATER DISTRIBUTION	PUBLIC SERVICES	STORES CLERK	NO	204	\$36,088.77	\$46,908.19	\$57,727.60	\$17.3504	\$22.5520	\$27.7537
STORM WATER/STORM WATER PRO/PHYSICAL ENVIRONMENT FL	PUBLIC WORKS	STORMWATER TECHNICIAN I	NO	205	\$37,893.21	\$49,253.59	\$60,613.98	\$18.2179	\$23.6796	\$29.1413
STORM WATER/STORM WATER PRO/PHYSICAL ENVIRONMENT FL	PUBLIC WORKS	STORMWATER TECHNICIAN II	NO	206	\$39,787.87	\$51,716.27	\$63,644.68	\$19.1288	\$24.8636	\$30.5984
STORM WATER/STORM WATER PRO/PHYSICAL ENVIRONMENT FL	PUBLIC WORKS	STREETS AND STORMWATER SUPERVISOR	YES	219	\$75,025.96	\$97,518.75	\$120,011.50	\$36.0702	\$46.8840	\$57.6978
ROADS & STREETS	PUBLIC WORKS	STREETS TECHNICIAN I	NO	205	\$37,893.21	\$49,253.59	\$60,613.98	\$18.2179	\$23.6796	\$29.1413
ROADS & STREETS	PUBLIC WORKS	STREETS TECHNICIAN II	NO	206	\$39,787.87	\$51,716.27	\$63,644.68	\$19.1288	\$24.8636	\$30.5984
PUBLIC SERVICES ADMINISTRATION	PUBLIC SERVICES	SUSTAINABILITY PROGRAM MANAGER	YES	217	\$68,050.76	\$88,452.38	\$108,854.00	\$32.7167	\$42.5252	\$52.3337
PUBLIC SERVICES ADMINISTRATION	PUBLIC SERVICES	TEMP SUSTAINABILITY INTERN	NO	205	\$37,893.21	\$49,253.59	\$60,613.98	\$18.2179	\$23.6796	\$29.1413
CULTURAL SERVICES	CULTURAL	THEATER PRODUCTION TECHNICIAN	NO	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078
CULTURAL SERVICES	CULTURAL	THEATER PRODUCTION TECHNICIAN SENIOR	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
CULTURAL SERVICES	CULTURAL	TICKET SERVICES REP	NO	204	\$36,088.77	\$46,908.19	\$57,727.60	\$17.3504	\$22.5520	\$27.7537
CITY BUILDINGS & GROUNDS	PUBLIC WORKS	TRAFFIC & SIGNAGE TECHNICIAN	NO	208	\$43,866.13	\$57,017.19	\$70,168.26	\$21.0895	\$27.4121	\$33.7347
UTILITIES CUSTOMER SERV	PUBLIC SERVICES	UTILITIES CUSTOMER SVC MANAGER	YES	217	\$68,050.76	\$88,452.38	\$108,854.00	\$32.7167	\$42.5252	\$52.3337
SEWAGE LIFT STATIONS	PUBLIC SERVICES	UTILITIES MAINT SUPERVISOR	YES	219	\$75,025.96	\$97,518.75	\$120,011.50	\$36.0702	\$46.8840	\$57.6978
WATER DISTRIBUTION	PUBLIC SERVICES	UTILITIES OPERATION SPECIALIST	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
SEWAGE TREATMENT	PUBLIC SERVICES	UTILITIES SUPERINTENDENT	YES	223	\$91,194.53	\$118,534.65	\$145,874.80	\$43.8435	\$56.9878	\$70.1321
UTILITIES CUSTOMER SERV	PUBLIC SERVICES	UTILITY BILLING TECHNICIAN I	NO	206	\$39,787.87	\$51,716.27	\$63,644.68	\$19.1288	\$24.8636	\$30.5984
UTILITIES CUSTOMER SERV	PUBLIC SERVICES	UTILITY BILLING TECHNICIAN II	NO	208	\$43,866.13	\$57,017.19	\$70,168.26	\$21.0895	\$27.4121	\$33.7347
SEWAGE COLLECTION	PUBLIC SERVICES	WASTEWATER COLLECTION TECH I	NO	209	\$46,059.43	\$59,868.05	\$73,676.67	\$22.1440	\$28.7827	\$35.4215
SEWAGE COLLECTION	PUBLIC SERVICES	WASTEWATER COLLECTION TECH II	NO	211	\$50,780.53	\$66,004.53	\$81,228.53	\$24.4137	\$31.7329	\$39.0522
SEWAGE COLLECTION	PUBLIC SERVICES	WASTEWATER COLLECTION TECH III	NO	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
SEWAGE TREATMENT	PUBLIC SERVICES	WASTEWATER DIVISION COORDINATOR	NO	209	\$46,059.43	\$59,868.05	\$73,676.67	\$22.1440	\$28.7827	\$35.4215
SEWAGE TREATMENT	PUBLIC SERVICES	WASTEWATER DIVISION MANAGER	YES	221	\$82,716.13	\$107,514.42	\$132,312.70	\$39.7674	\$51.6896	\$63.6119

City of Tarpon Springs Position Titles/Grades - Effective 10/01/2026

DEPT DIVISION	DEPARTMENT	POSITION TITLE	EXEMPT STATUS	GRADE	GRADE MIN	GRADE MID	GRADE MAX	HOURLY MIN	HOURLY MID	HOURLY MAX
SEWAGE TREATMENT	PUBLIC SERVICES	WASTEWATER PLANT OPERATOR "A"	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
SEWAGE TREATMENT	PUBLIC SERVICES	WASTEWATER PLANT OPERATOR "B"	NO	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078
SEWAGE TREATMENT	PUBLIC SERVICES	WASTEWATER PLANT OPERATOR "C"	NO	210	\$48,362.41	\$62,861.45	\$77,360.50	\$23.2512	\$30.2219	\$37.1925
SEWAGE COLLECTION	PUBLIC SERVICES	WASTEWATER SERVICE WORKER	NO	207	\$41,777.27	\$54,302.09	\$66,826.91	\$20.0852	\$26.1068	\$32.1283
WATER DISTRIBUTION	PUBLIC SERVICES	WATER CONVEYANCE SUPERVISOR	YES	219	\$75,025.96	\$97,518.75	\$120,011.50	\$36.0702	\$46.8840	\$57.6978
METER REPAIR/MAINTENANCE	PUBLIC SERVICES	WATER DISTRIBUTION TECH I	NO	210	\$48,362.41	\$62,861.45	\$77,360.50	\$23.2512	\$30.2219	\$37.1925
WATER DISTRIBUTION	PUBLIC SERVICES	WATER DISTRIBUTION TECH I	NO	210	\$48,362.41	\$62,861.45	\$77,360.50	\$23.2512	\$30.2219	\$37.1925
METER REPAIR/MAINTENANCE	PUBLIC SERVICES	WATER DISTRIBUTION TECH II	NO	211	\$50,780.53	\$66,004.53	\$81,228.53	\$24.4137	\$31.7329	\$39.0522
WATER DISTRIBUTION	PUBLIC SERVICES	WATER DISTRIBUTION TECH II	NO	211	\$50,780.53	\$66,004.53	\$81,228.53	\$24.4137	\$31.7329	\$39.0522
WATER DISTRIBUTION	PUBLIC SERVICES	WATER DISTRIBUTION TECH III	NO	213	\$55,985.53	\$72,769.99	\$89,554.45	\$26.9161	\$34.9856	\$43.0550
TREATMENT/PHYSICAL	PUBLIC SERVICES	WATER DIVISION COORDINATOR	NO	210	\$48,362.41	\$62,861.45	\$77,360.50	\$23.2512	\$30.2219	\$37.1925
TREATMENT/PHYSICAL	PUBLIC SERVICES	WATER DIVISION MANAGER	YES	221	\$82,716.13	\$107,514.42	\$132,312.70	\$39.7674	\$51.6896	\$63.6119
TREATMENT/PHYSICAL	PUBLIC SERVICES	WATER PLANT OPERATOR "A"	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
TREATMENT/PHYSICAL	PUBLIC SERVICES	WATER PLANT OPERATOR 'B'	NO	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078
TREATMENT/PHYSICAL	PUBLIC SERVICES	WATER PLANT OPERATOR 'C'	NO	210	\$48,362.41	\$62,861.45	\$77,360.50	\$23.2512	\$30.2219	\$37.1925
WATER DISTRIBUTION	PUBLIC SERVICES	WATER SERVICE WORKER	NO	207	\$41,777.27	\$54,302.09	\$66,826.91	\$20.0852	\$26.1068	\$32.1283
TREATMENT/PHYSICAL	PUBLIC SERVICES	WATER/WASTEWATER OPERATOR TRAINEE	NO	210	\$48,362.41	\$62,861.45	\$77,360.50	\$23.2512	\$30.2219	\$37.1925
SEWAGE TREATMENT	PUBLIC SERVICES	WATER/WASTEWATER OPERATOR TRAINEE	NO	210	\$48,362.41	\$62,861.45	\$77,360.50	\$23.2512	\$30.2219	\$37.1925
YARD WASTE	PUBLIC WORKS	YARD WASTE FACILITY OPERATOR	NO	209	\$46,059.43	\$59,868.05	\$73,676.67	\$22.1440	\$28.7827	\$35.4215
BUILDING DEPT INSPECTIONS	BUILDING DEPT	DEVELOPMENT INSPECTOR II	NO	214	\$58,784.81	\$76,408.49	\$94,032.18	\$28.2619	\$36.7349	\$45.2078
BUILDING DEPT INSPECTIONS	BUILDING DEPT	DEVELOPMENT INSPECTOR III	NO	215	\$61,724.05	\$80,228.92	\$98,733.79	\$29.6750	\$38.5716	\$47.4682
POLICE DEPARTMENT	POLICE	POLICE OFFICER RECRUIT	NO	208	\$43,866.13	\$57,017.19	\$70,168.26	\$21.0895	\$27.4121	\$33.7347
FIRE/CIVIL DEFENSE	FIRE	DIVISION CHIEF OF FIRE PREV/FIRE MARSHALL	YES	226	\$105,569.10	\$137,218.67	\$168,868.30	\$50.7544	\$65.9705	\$81.1867
FIRE/CIVIL DEFENSE	FIRE	DIVISION FIRE CHIEF OF TRAINING	YES	226	\$105,569.10	\$137,218.67	\$168,868.30	\$50.7544	\$65.9705	\$81.1867
FIRE/CIVIL DEFENSE	FIRE	DIVISION FIRE CHIEF OF EMS	YES	226	\$105,569.10	\$137,218.67	\$168,868.30	\$50.7544	\$65.9705	\$81.1867
FIRE/CIVIL DEFENSE	FIRE	ASSISTANT FIRE CHIEF	YES	227	\$110,847.50	\$144,079.61	\$177,311.70	\$53.2921	\$69.2690	\$85.2460



Memorandum

Date: August 25, 2026
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Allie Keen, Planning & Zoning Director
Subject: **Ordinance 2026-14; (2nd Reading)** Vacating a portion of E. Harrison Street (**Application #26-56**) (**Legislative**) (**Allie Keen, Planning & Zoning Director**)

Recommendation

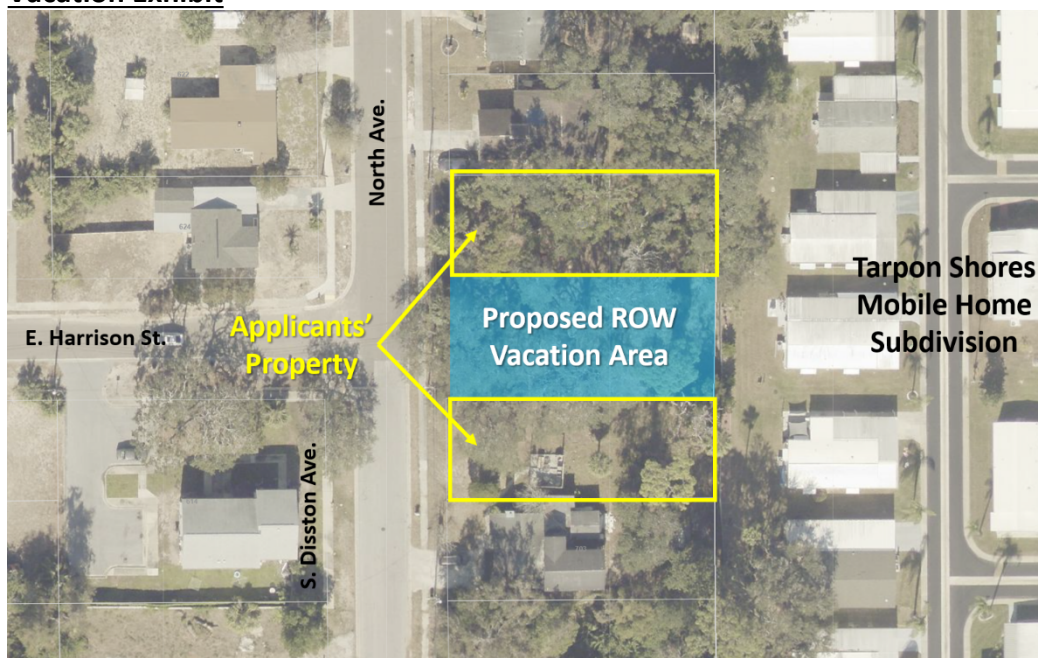
Staff recommends **approval** of **Ordinance 2026-14**.

Background

The applicant is seeking vacation of a portion of the E. Harrison St. right-of-way encompassing approximately $\pm 7,950$ square feet (± 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 purpose of the request is to enlarge the applicants' properties to the north and south of the right-of-way and build a single family home on each lot.

A first reading of Ordinance 2026-14 was heard by the Board of Commissioners (BOC) on August 11, 2026. The BOC voted to approve the ordinance as presented.

Vacation Exhibit



Funding

N/A

Strategic Plan Objective

N/A



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

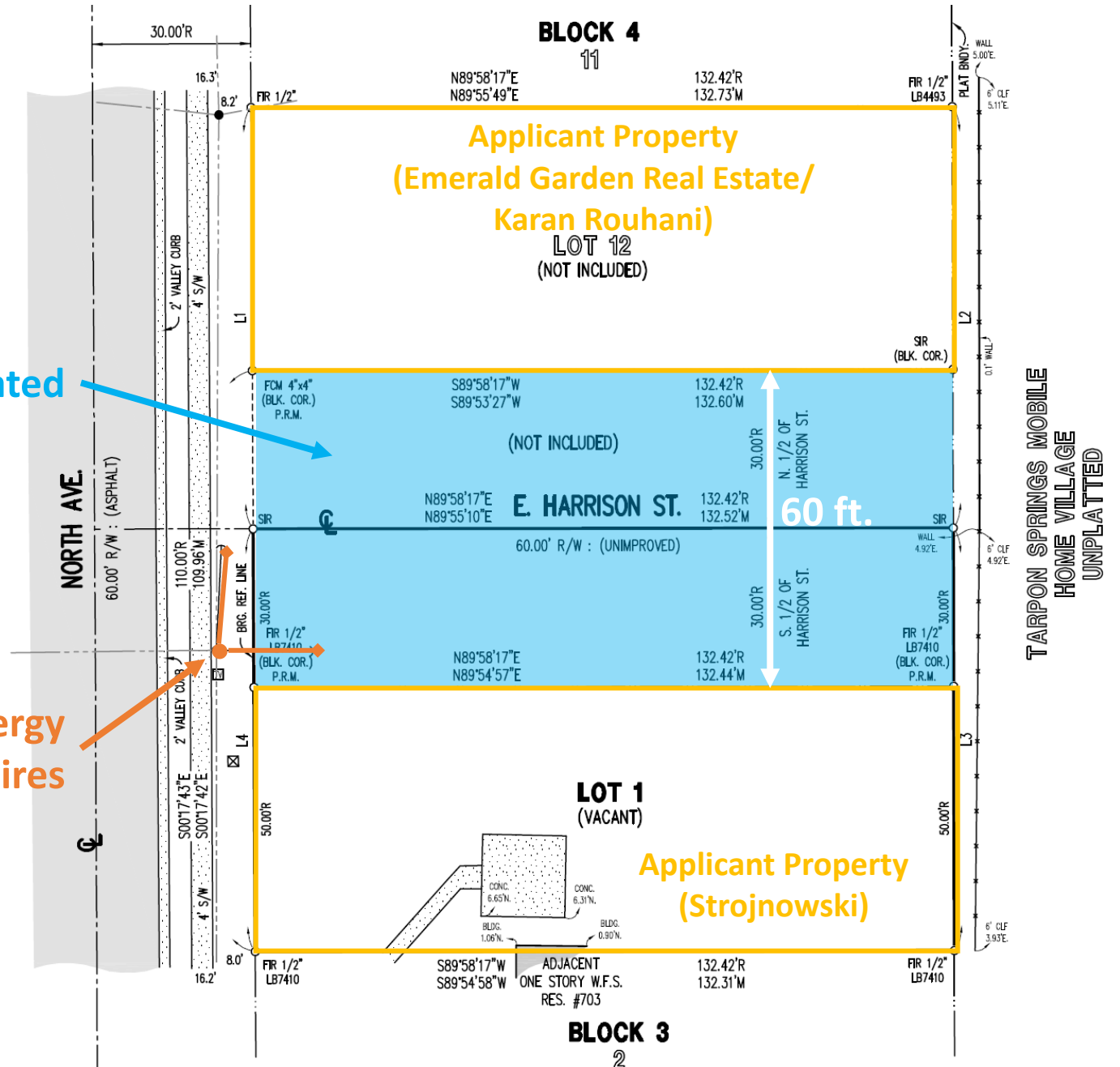


SURVEY



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 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.

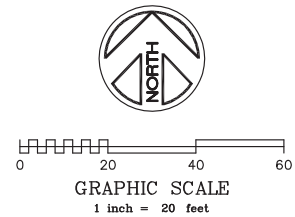
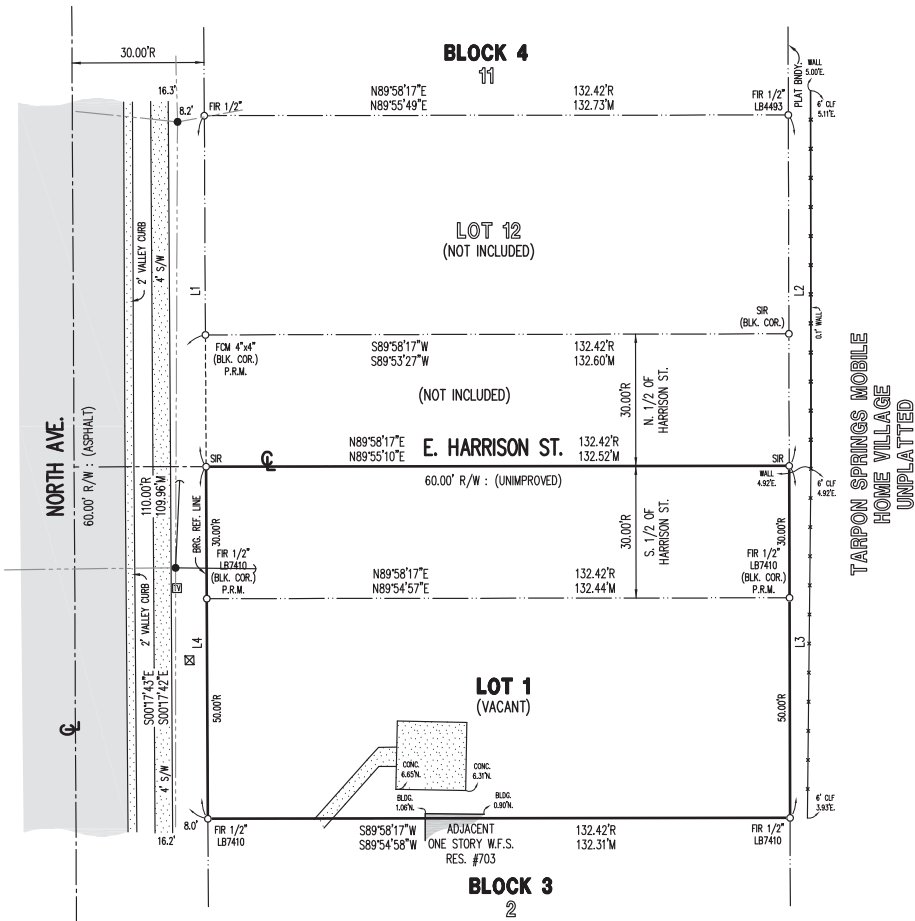
SECTION 5: RECORDATION IN THE PUBLIC RECORDS

The City Clerk is directed to record a copy of this Ordinance in the Public Records of Pinellas County, Florida.

- 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



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

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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. ANY OTHER COPIES OF THIS DOCUMENT WILL NOT BE CONSIDERED SIGNED
AND SEALED.

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



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
PO = 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
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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

LINE L1
N0017°43'W - 80.00'R
N0017°42'W - 79.78'M

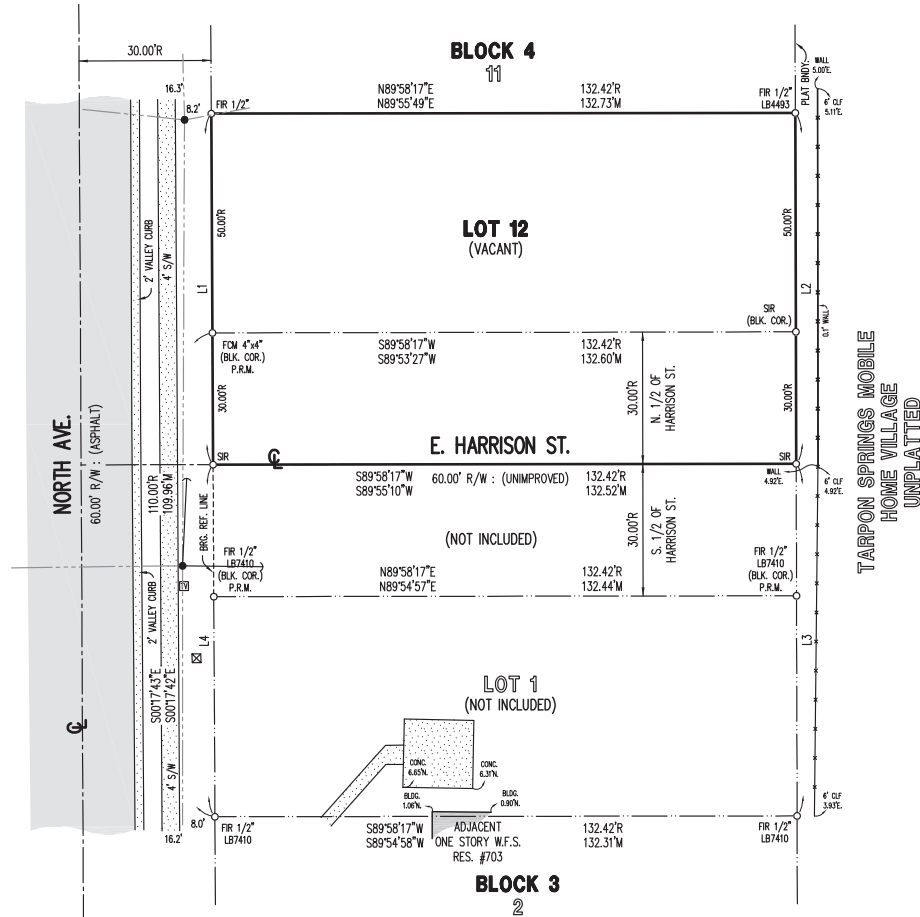
LINE L2
S0017°43'E - 80.00'R
S00°08'44"E - 79.75'M

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



0 20 40 60
GRAPHIC SCALE
1 inch = 20 feet

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

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shall be prosecuted to the full extent of the law.
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
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- 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.
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- 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.
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**GEORGE A. SHIMP II
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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.

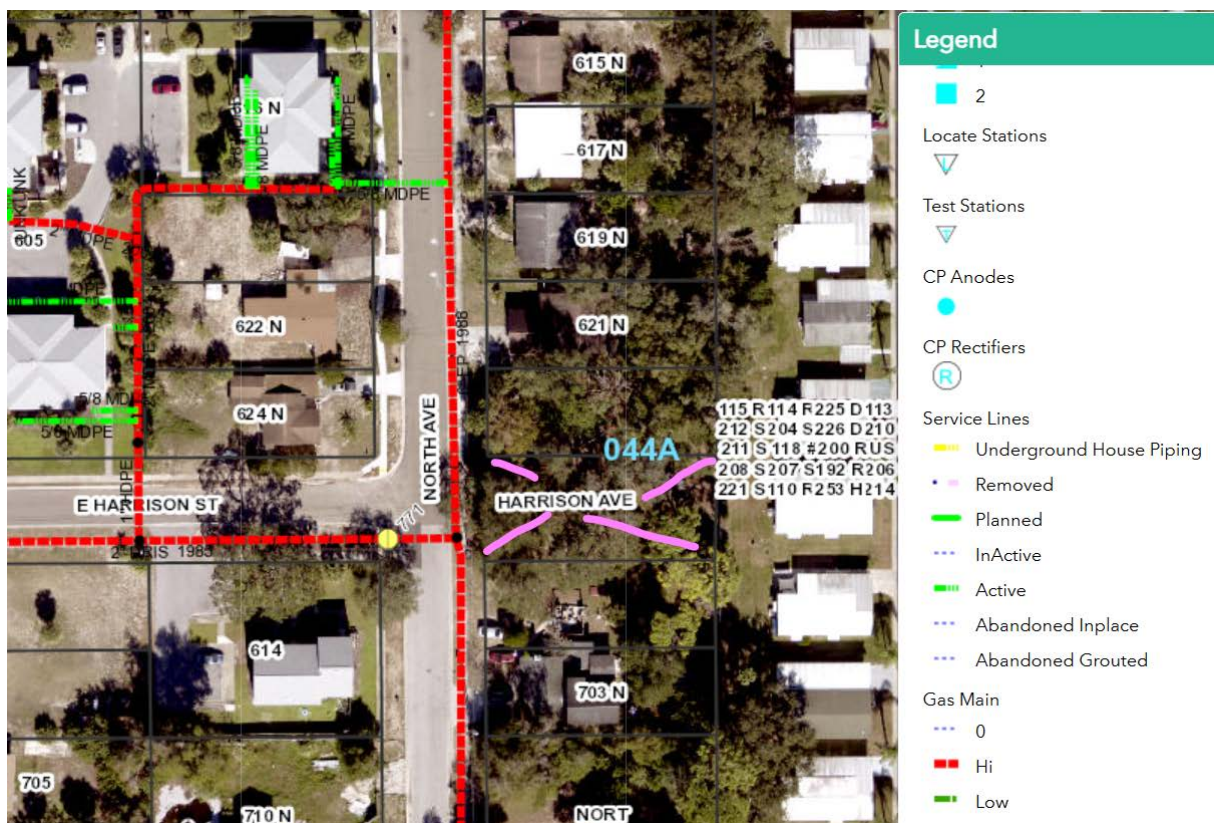
Please call me if you have any questions or need any additional information at (727) 444-8919.

Sincerely,

Jacinta Corcoba
Gas Section Manager - Design/Permitting
Mobile: (727) 422-9998
Email: jacinta.corcoba@cgsenergy.org



Proposed ROW vacation
Harrison St.





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 "Dave Hamlin", is written over the typed name and title.

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

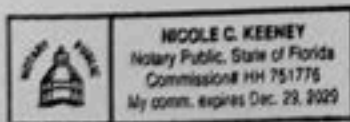
[Signature]
Signature

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.

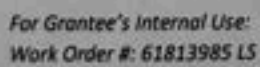


Notary Public: [Signature]
Printed/Typed Name: NICOLE KEENEY
Commission Expires: Dec. 29, 2029

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).

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss

COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett 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 2026-14 was published in said newspaper by print in the issues of 07/22/26 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.

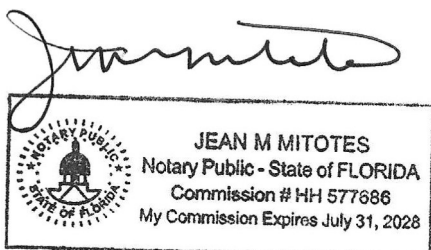
Signature of Affiant

Sworn to and subscribed before me this **07/22/2026**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____



NOTICE OF PROPOSED VACATION

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

ORDINANCE 2026-14

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, VACATING AND ABANDONING 7,950 SQUARE FEET, MORE OR LESS, OF THE 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.

Public hearings on the proposed ordinance will be held before the **Board of Commissioners at 6:00 P.M.**, on the following dates:

TUESDAY, August 11, 2026 (1ST Reading)

TUESDAY, August 25, 2026 (2nd Reading)

THE 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, may be inspected at the City Clerk's office or the Planning & Zoning Department during City Hall business hours. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or FAX a written request to (727) 943-4651.

PLEASE REFERENCE APPLICATION 26-56

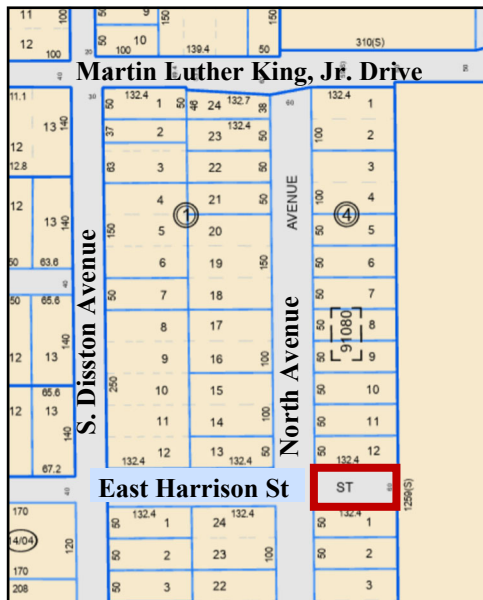
Page 332 of 398

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)

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss

COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

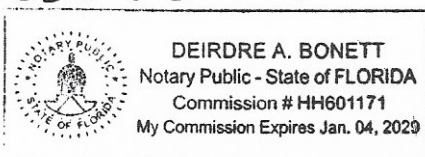
Before the undersigned authority personally appeared Erika Schmutzer who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter Ord 2026-14, 2nd Read was published in said newspaper by print in the issues of 08/12/26 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 08/12/2026

Signature of Notary of Public
Personally known ☒ or produced identification.
Type of identification produced _____

Deirdre Bonett



NOTICE OF PROPOSED VACATION

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

ORDINANCE 2026-14

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, VACATING AND ABANDONING 7,950 SQUARE FEET, MORE OR LESS, OF THE 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.

Public hearings on the proposed ordinance will be held before the **Board of Commissioners at 6:00 P.M.**, on the following dates:

TUESDAY, August 25, 2026 (2nd Reading)

THE 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, may be inspected at the City Clerk's office or the Planning & Zoning Department during City Hall business hours. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or FAX a written request to (727) 943-4651.

PLEASE REFERENCE APPLICATION 26-56

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Memorandum

Date: August 25, 2026
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Allie Keen, Planning & Zoning Director
Subject: Land Development Code (LDC) Articles V and VIII Updates **(2nd Reading), (Application #26-44)(Allie Keen, Planning & Zoning 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

The **Planning and Zoning Board** held a workshop to discuss the potential updates on May 18, 2026, and then heard the item at their regular meeting of July 20, 2026, with seven (7) members present. The Board voted unanimously to approve the ordinances as presented. There was no public comment on the item.

The **Board of Commissioners** heard a first reading of the above two ordinances at their regular meeting of August 11, 2026, and voted unanimously to approve the ordinances as presented. There was no public comment on the item.

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.

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

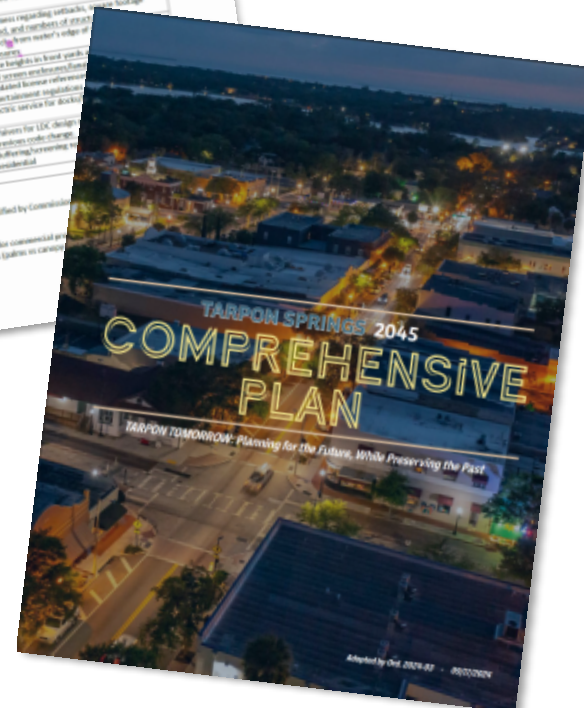
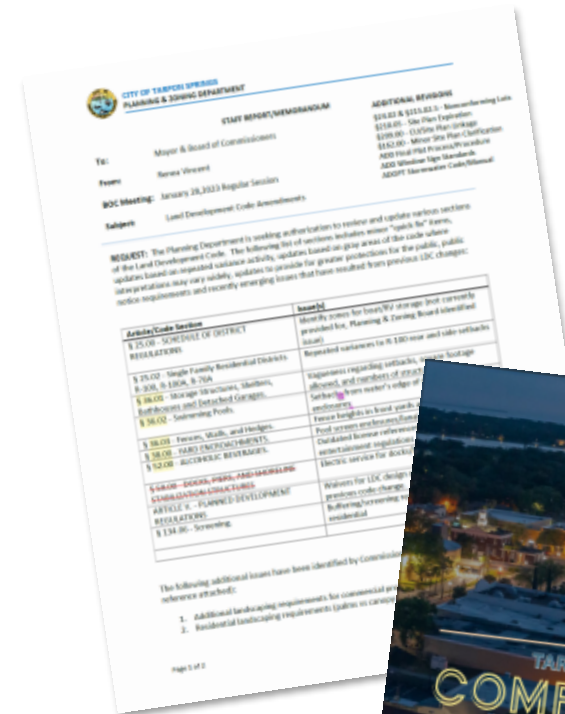
2024: 2045 Comprehensive Plan Adopted

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

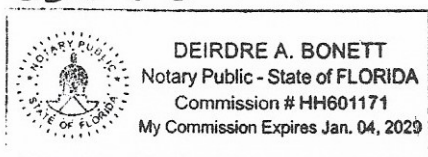
Before the undersigned authority personally appeared Erika Schmutzer who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement 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

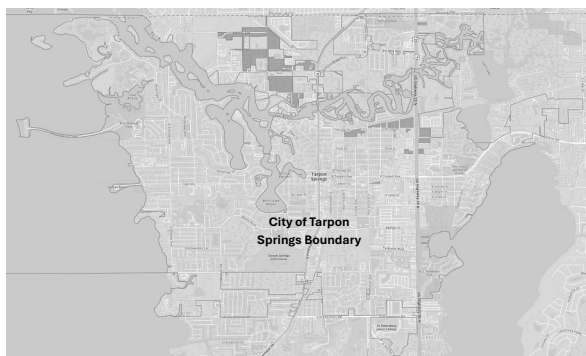
The City of Tarpon Springs, Florida, proposes to adopt the following Ordinances:

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

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 Ord 2026-12, 2026-13, 2nd Read was published in said newspaper by print in the issues of 08/12/26 or by publication on the newspaper's website, if authorized.

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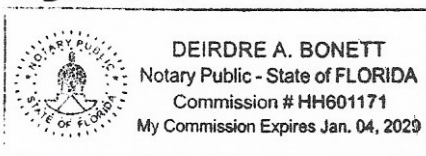
Erika Schmutzer

Sworn to and subscribed before me this 08/12/2026

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced _____

Deirdre A. 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.



Public Hearings on the proposed ordinance will be held before the **Board of Commissioners** on the following dates:

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

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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 ½ 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.~~

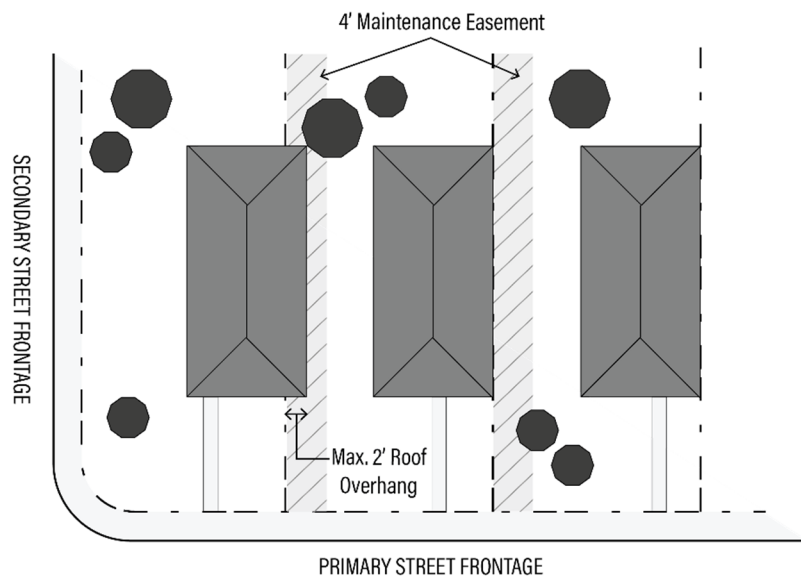
(i) A perpetual 4 foot maintenance easement shall be provided on the adjoining lot abutting the developed zero lot line ~~boundary structure~~, and shall be designated on the final plat. (See Figure 1)

(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



~~(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 ~~on~~by 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 ~~A~~butting 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 ~~A~~djoining 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~~to 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.

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- (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)



Electric Bicycle & Micromobility Regulations

City of Tarpon Springs • Ordinance No. 2026-15

Overview of sidewalk restrictions, high pedestrian activity zones, penalties, definitions, and statutory authority

Purpose of the Ordinance

Establishes regulations for the safe operation of electric bicycles and similar devices within the City.

Responds to increasing use of electric bicycles, electric personal assistive mobility devices, and micromobility devices for transportation and recreation.

Focuses on pedestrian safety in downtown, the Sponge Docks District, parks, and special-event venues.

Uses local authority under Florida law to regulate operation on streets, bicycle paths, multi-use paths, sidewalks, and other public property.

Section 1 — Designated Sidewalk Restrictions

Riding, driving, or propelling covered devices is prohibited on designated sidewalks.

Covered devices include bicycles, electric bicycles, electric personal mobility devices, micromobility devices, motorized scooters, and similar devices defined in F.S. 316.003.

Medically necessary conveyances are excluded.

Designated locations:

East Tarpon Avenue — Pinellas Avenue to Ring Street

Dodecanese Boulevard — Pinellas Avenue to Roosevelt Boulevard

Craig Park

Other areas temporarily or permanently designated under F.S. 316.008

Section 2 — High Pedestrian Activity Zones (HPAZ)

An HPAZ is a public area designated where pedestrian safety requires enhanced regulation of covered devices.

Covered devices include bicycles, electric bicycles, electric personal mobility devices, micromobility devices, motorized scooters, and similar devices.

Medically necessary conveyances are excluded.

HPAZ designations may include festivals, special events, street fairs, and similar high-pedestrian settings.

Section 3 — Civil Penalties

1st Violation

Written warning or civil citation
not exceeding \$50

2nd Violation

Within 12 months
\$100

3rd+ Violations

Within 12 months
\$250

Violations are non-criminal civil infractions.

F.S.S. 316.008(7)(a) authorizes a county or municipality to permit, control, or regulate certain vehicles and devices on sidewalks or sidewalk areas when permissible under federal law.

The statute requires such vehicles or devices to be restricted to a maximum speed of 15 mph in those areas.

Related statutes cited in the source:

F.S.S. 316.2065 — Bicycle Regulations

F.S.S. 316.20655 — Electric Bicycle Regulations

Operational Takeaways

Know the designated sidewalk areas where covered devices may not be ridden or propelled.

Recognize that HPAZs can be used for festivals, special events, street fairs, and other high-pedestrian areas.

Apply the escalating civil penalty structure based on violations occurring within a 12-month period.

Distinguish bicycles, e-bikes, micromobility devices, motorized scooters, and medically necessary conveyances using the ordinance's cited definitions.

Coordinate temporary or permanent area designations with the authority referenced in F.S. 316.008.

ORDINANCE NO. 2026-15

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING ARTICLE III, NUISANCES, DIVISION 1, PUBLIC NUISANCES BY ESTABLISHING SECTION 8-42, REGULATIONS FOR THE SAFE OPERATION OF ELECTRIC BICYCLES WITHIN THE CITY; SIDEWALKS; ESTABLISHING HIGH PEDESTRIAN ACTIVITY ZONES; PROVIDING FOR SPEED LIMITS; PROVIDING FOR SPECIAL EVENT RESTRICTIONS; PROVIDING FOR PENALTIES; FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tarpon Springs finds that electric bicycles, electric personal assistive mobility devices and micromobility devices are increasingly utilized for transportation and recreation; and

WHEREAS, the City experiences significant pedestrian activity within its downtown business district, Sponge Docks District, parks, trails, waterfront areas, churches, schools, and special event venues; and

WHEREAS, the City Commission finds that reasonable regulation of electric bicycles, electric personal assistive devices and micromobility devices are necessary to protect the public health, safety, and welfare of residents and visitors; and

WHEREAS, Florida law authorizes local governments to regulate the operation of electric bicycles, electric personal assistive mobility devices and micromobility devices is necessary to protect the public health, safety, and welfare of residents and visitors; and

WHEREAS, Florida law authorizes local governments to regulate the operation of electric bicycles, electric personal assistive mobility devices and micromobility devices on streets, bicycle paths, multi-use paths, and other public property under their jurisdiction;

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

SECTION 1: SIDEWALKS

Sidewalk usage related to bicycles, electric bicycles, and similar devices in designated areas.

- 1.) No person shall ride, drive or propel any bicycle, electric bicycle electric personal mobility device, micromobility device, motorized scooter or similar device a defined in F.S. 316.003, excluding any medically necessary conveyances, on any designated sidewalk.
- 2) Designated sidewalks:
 - a) East Tarpon Avenue between Pinellas Avenue and Ring Street

- b) Dodecanese Boulevard between Pinellas Avenue and Roosevelt Boulevard
- c) Craig Park
- d) Any other areas as designated, temporary or permanent, under authority of F.S. 316.008.

SECTION 2: HIGH PEDESTRIAN ACTIVITY ZONE (HPAZ)

- e) Any public area designated pursuant to this Ordinance where pedestrian safety requires enhanced regulation of any bicycle, electric bicycle, electric personal mobility device micromobility device motorized scooter or similar device as defined in F.S. 316.003 excluding any medically necessary conveyances

(I) HPAZ may include Festivals, Special Events, Street Fairs, etc.

SECTION 3: PENALTIES

- f) Violations shall constitute non-criminal civil infractions.
 - i) First Violation: Written warning or civil citation not exceeding Fifty Dollars (\$50.00).
 - ii) Second Violation within twelve (12) months: One Hundred Dollars (\$100.00).
 - iii) Third and Subsequent Violations within twelve (12) months: Two Hundred Fifty Dollars (\$250.00).

SECTION 4: SEVERABILITY

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5: CODIFICATION

The provisions of this Ordinance shall be codified within the Code of Ordinances of the City of Tarpon Springs

SECTION 6: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption as provided by law.